OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

MEMORANDUM

Agenda Item No. 8(L)(7)

TO: Honorable Chairwoman Rebeca Sosa and Members, Board of County Commissioners

DATE: June 3, 2014

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Resolution authorizing an agreement reaffirming a County Access Easement adjacent to Haulover Cut and providing a limited license to Property Owner for encroachment thereon

Resolution No. R-521-14

The accompanying resolution was prepared by the Public Works and Waste Management Department and placed on the agenda at the request of Prime Sponsor Commissioner Sally A. Heyman.

R. A. Cuevas, Jr.
County Attorney

RAC/smm

Memorandum

MIAMI-DADE COUNTY

Date: June 3, 2014

To: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

Subject: Resolution Authorizing An Agreement Reaffirming A County Access Easement Adjacent to Haulover Cut and Providing A Limited License to Property Owner for Encroachment thereon.

Recommendation
It is recommended that the Board of County Commissioners (Board) adopt the attached resolution authorizing an agreement between Miami-Dade County and FSH Bal Harbour, LLC (the "Property Owner") for the purpose of reaffirming an existing 35 foot wide County Access Easement adjacent to the south seawall of Haulover Cut, and providing a limited license for the Property Owner to use the southerly 15 feet thereof for the construction of a swimming pool, deck and landscaping ("the Agreement"). A copy of the Agreement is attached as Exhibit No. 1.

Scope
The impact of the Agreement is local in nature. The property that is the subject of the Agreement ("the Property") is located in the Village of Bal Harbour, in Commissioner Sally Heyman's District 4.

Fiscal Impact/Funding Source
No additional maintenance cost to the County is expected as a result of the Agreement. In addition, the Property Owner has agreed to perform certain necessary repairs to the County owned seawall adjacent to the property at the Property Owner's expense. These repairs are estimated to cost the Property Owner approximately $101,600.00, and thereby save the County from incurring these expenses.

Track Record/Monitor
No record of prior contracts between the Property Owner and the County have been found. The person responsible for monitoring this agreement is Gaspar Miranda, Assistant Director, Highway Engineering, Public Works and Waste Management Department (PWWM).

Background
The owner of the Property, which is described in Exhibit 'A' of the Agreement, is constructing a large home on the Property which abuts the County-owned seawall on the South side of Baker's Haulover Inlet, also known as Haulover Cut. The Property is encumbered by an existing access easement across the North 35 feet of the Property ("the Easement"), adjacent to the seawall in favor of Baker's Haulover District. Baker's Haulover District was a special taxing district created by the State Legislature (Chapter 9424, Special Acts of Florida, 1923) for the purpose of constructing Baker's Haulover Inlet. Miami-Dade County became the successor in interest to Baker's Haulover District when it was dissolved by the State Legislature in 1937 (HB 1902, July 1, 1937). The Property Owner's site plan, shown on Exhibit 'B' of the Agreement, includes the construction of a swimming pool and deck that would encroach 15 feet into the County's 35 foot access easement. In exchange for a

limited license to encroach upon the Easement, the Property Owner has offered to effectuate necessary repairs to the County's seawall adjacent to the property at the Property Owner's expense.

The Agreement permits the Property Owner to encroach upon the Southerly 15 feet of the easement subject to limiting conditions. The Agreement further obligates the Property Owner to repair the County seawall in accordance with County standards, and includes other protections including an indemnification clause to protect the County from liability arising from the Property Owner's use, as well as conditions ensuring the County's continued ability to use the entire Easement. The Agreement has been approved for legal sufficiency by County Attorney's Office and PWWM concurs with my recommendation for approval.

Alina T. Hudak
Deputy Mayor

MEMORANDUM

(Revised)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: June 3, 2014

FROM: R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No. 8(L)(7)

Please note any items checked.

_____	**"3-Day Rule" for committees applicable if raised**
_____	**6 weeks required between first reading and public hearing**
_____	**4 weeks notification to municipal officials required prior to public hearing**
_____	**Decreases revenues or increases expenditures without balancing budget**
_____	**Budget required**
_____	**Statement of fiscal impact required**
_____	**Ordinance creating a new board requires detailed County Mayor's report for public hearing**
✓	**No committee review**
_____	**Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve**
_____	**Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(L)(7)
6-3-14

RESOLUTION NO. R-521-14

RESOLUTION AUTHORIZING AN AGREEMENT REAFFIRMING A COUNTY ACCESS EASEMENT ADJACENT TO HAULOVER CUT AND PROVIDING A LIMITED LICENSE TO PROPERTY OWNER FOR ENCROACHMENT THEREON; AUTHORIZING EXECUTION AND RECORDING

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference; and

WHEREAS, FSH Bal Harbour, LLC is "the Owner" of "the Property" more particularly described as Lot 1, in Block 12-A of RESUBDIVISION OF LOT 21, BLOCK 12 AND TRACT F, RESIDENTIAL SECTION OF BAL HARBOUR, according to the Plat thereof, as recorded in Plat Book 53, at Page 15, of the public records of Miami-Dade County, Florida; and

WHEREAS, Miami-Dade County is the successor in interest to Baker's Haulover District including an access easement across the North 35 feet of said Property which is adjacent to the County's seawall on the South side of Baker's Haulover Inlet, a County owned navigational right-of-way; and

WHEREAS, the Owner seeks permission of this Board to encroach upon the County easement by constructing a swimming pool and deck within the South 15 feet of said 35 foot wide easement; and

WHEREAS, the Agreement attached hereto indemnifies the County against claims arising from the Owner's encroachment and ensures the County's continued ability to use the entire easement when needed; and

WHEREAS, the Owner has offered to perform, at Owner's expense, certain needed repairs to the County seawall adjacent to the Property which will benefit the public; and

WHEREAS, This Board finds that acceptance of the Owner's offer to make needed repairs to the County seawall in exchange for a limited license to encroach up on a portion of the County easement serves a public purpose,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. This Board adopts the foregoing recitals as if fully incorporated herein.

Section 2. It is the intention of this Board that the permission granted hereby shall not be in any way construed as a release of any of the County's existing easement rights in and to any portion of the 35 foot wide easement nor as creating or vesting in the Owner any additional compensable property interest in the County's easement that did not heretofore exist.

Section 3. Subject to the foregoing statement of intent, this Board approves the attached "Agreement Reaffirming Grant of Easement to Miami-Dade County And Providing Limited License from Miami-Dade County to Property Owner" in substantially the form attached hereto and authorizes the County Mayor or County Mayor's Designee to execute same for and on behalf of Miami-Dade County and to exercise the provisions contained therein.

Section 4. The Board directs the County Mayor or the Mayor's designee to record any instrument of conveyance accepted herein in the Public Records of Miami-Dade County, Florida, and to provide a recorded copy of the instrument to the Clerk of the Board within 30 days of execution of said instrument; and directs the Clerk of the Board to attach and permanently store a recorded copy together with this resolution.

The foregoing resolution was offered by Commissioner **Lynda Bell**, who moved its adoption. The motion was seconded by Commissioner **José "Pepe" Diaz** and upon being put to a vote, the vote was as follows:

Rebeca Sosa, Chairwoman			**aye**
Lynda Bell, Vice Chair			**aye**
Bruno A. Barreiro	**absent**	Esteban L. Bovo, Jr.	**aye**
Jose "Pepe" Diaz	**aye**	Audrey M. Edmonson	**aye**
Sally A. Heyman	**aye**	Barbara J. Jordan	**aye**
Jean Monestime	**aye**	Dennis C. Moss	**absent**
Sen. Javier D. Souto	**aye**	Xavier L. Suarez	**aye**
Juan C. Zapata	**absent**		

The Chairperson thereupon declared the resolution duly passed and adopted this 3rd day of June, 2014. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: **Christopher Agrippa**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. JEB

Jason E. Bloch

Prepared by and return to:
Thomas G. Sherman, Esq., P.A.
90 Almeria Avenue
Coral Gables, FL 33134

AGREEMENT REAFFIRMING GRANT OF EASEMENT TO MIAMI-DADE COUNTY AND PROVIDING LIMITED LICENSE FROM MIAMI-DADE COUNTY TO PROPERTY OWNER

THIS AGREEMENT REAFFIRMING GRANT OF EASEMENT AND PROVIDING A LIMITED LICENSE is made and entered into this 21 day of March, 2014, by FSH Bal Harbour, LLC, a Florida limited liability company (the "Licensee") whose address is 301 W. 41st Street, Suite 300, Miami Beach, Florida 33140, and Miami-Dade County, Florida, a political subdivision of the State of Florida ("the County").

WHEREAS, the Licensee warrants and represents that it is the owner of the real Property described on **Exhibit "A"** attached hereto ("Licensee's Property"), which includes the "Easement Property," as defined below; and

WHEREAS, pursuant to the plat known as the Resubdivision of Lot 21, Block 12 and Tract F, Residential Section of Bal Harbour, Bal Harbour Village, Florida recorded in Plat Book 53, Page 15 of the Public Records of Miami-Dade County, Florida (the "Plat") an Easement of thirty five (35) feet along the northerly boundary of Licensee's Property (the "Easement Property") was granted to the Baker's Haulover District, dated September 22, 1938 (the "Easement"); and

WHEREAS, the parties stipulate and agree that the County is the successor in interest to the Baker's Haulover District, and therefore the successor in interest to the Easement, and

WHEREAS, Licensee and the County hereby enter into this Agreement to reaffirm and further define the terms of the Easement as it pertains to the Licensee's Property, and provide for certain rights and limitations pertaining to Licensee's conditional use of a certain portion of the Easement Property,

NOW, therefore, for and in consideration of the sum of Ten and No/100 Dollars ($10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Licensee hereby grants, bargains, and affirms unto the County (and reaffirms the prior grant of), a perpetual, nonexclusive easement ("Easement") over, under, across and upon the Easement Property, including, but not limited to, the right of the County to access, reconstruct, improve, and repair the seawall which abuts Licensee's Property and Baker's Haulover Cut and to access additional easement areas as shown on the Plat extending to the east and west of Licensee's Property, and shall include, without limitation, rights of ingress and egress by persons, watercraft, trucks, heavy equipment and motor vehicles. Subject to the conditions and limitations of Section 768.28 of the Florida Statutes (which are incorporated here), the Licensee may bring a claim pursuant to that statute, against the County for any loss, injury or damage arising from the County's negligence in exercise of its rights hereunder.

2. Notwithstanding the grant of easement as set forth herein, the County agrees that, provided that and for so long as Licensee timely observes and performs all obligations hereunder, the Licensee may construct a swimming pool, a pool deck, and landscaping related thereto ("Licensee's Improvements") on the

removable hardscape features (such as wood decking and pavers on sand). A copy of Licensee's preliminary plans for Improvements within the Easement Area is attached hereto as **Exhibit "B"**; the parties acknowledge and agree that **Exhibit "B"** is not a construction drawing but is schematic and conceptual, and further recognize that Licensee may modify the non-material details of such plans as long as all Licensee's Improvements within the Easement Property remain consistent with the restrictions set forth in the foregoing sentence and in the Agreement. In the event the County requires access to the Easement Property pursuant to paragraph 1 hereof, Licensee acknowledges and agrees that the County shall have no liability to Licensee for damage to the swimming pool, pool deck, related amenities, landscaping or other improvements of Licensee or otherwise arising therefrom, and further agrees that upon reasonable advance notice from the County advising that the County requires access over the south fifteen (15) feet of the Easement Property in connection with exercise of its rights hereunder, Licensee shall, at its sole cost and expense, cause any and all Licensee's Improvements to be removed, provided that in the case of the swimming pool, Licensee may fill it with rock and dirt or otherwise cover it, and/or make other modifications so as to make the area suitable for the County in a manner reasonably satisfactory to the County. This may include, by way of example, Licensee providing a surface over the pool opening which can be safely driven over by vehicles or heavy equipment. Licensee further agrees that in such event of required removal or modification of Licensee's Improvements, or of the County's exercise of any of its rights hereunder, Licensee shall have no claim for, and shall not bring action (including an action for equitable estoppel) against the County, and hereby waives the right to file any claims of any kind or nature against the County to recover the value of Licensee's Improvements or any other compensation or damages, other than as provided in the last sentence in paragraph 1 above.

3. Licensee warrants and represents that Licensee is lawfully seized of Licensee's Property as the sole fee owner thereof, that Licensee has full right and lawful authority to acknowledge, reaffirm and grant the Easement and to enter into this Agreement.

4. Licensee shall maintain the Easement Property, or cause same to be maintained, at Licensee's expense, as may be required to maintain it in a reasonably safe, neat and clean condition and in compliance with all applicable laws, regulations, standards and codes, etc.

5. Licensee will defend, indemnify and hold harmless the County, and the County's successors, assigns, agents, personnel, and employees and save them harmless from and against any and all claims, actions, damages, liability and expense, including reasonable attorney's fees and costs, in connection with loss of life, personal injury, and/or other damage of any kind, to the extent caused wholly or in part by an act or omission of Licensee, its tenants, agents, contractors, invitees, guests or employees with respect to this Agreement and/or arising from, or in any way relating to: this Agreement; the use of the Easement Property or Licensee's Property; any construction or other activity thereon; and, subject to the last sentence of paragraph 1 hereof, arising from, or in any way relating to the County's exercise of its rights hereunder.

6. Licensee's Obligations:

a. **Repairs to Seawall/Security.** Licensee shall cause to be made at its sole expense certain repairs to the seawall which abuts the Easement Property in accordance with the construction details outlined in the letter from Coastal Systems International dated July 22, 2013, attached hereto as **Exhibit "C"** (the "Repairs"). The Repairs will also include raising the seawall cap and shall be performed in accordance with applicable codes laws, regulations, and standards and pursuant to necessary governmental approvals, by a licensed contractor specializing in marine repairs (the "Contractor"). Upon Licensee's completion of the Repairs ("Completion"), Licensee shall provide to County a certification by Licensee's engineer that the Repairs have been performed according to the submitted plans and applicable regulations and requirements. The County shall confirm the foregoing by issuing a final satisfactory inspection report ("Completion"). Within 10 days of Completion, Licensee shall post an irrevocable Letter of Credit issued by a local banking institution approved by the County, in an amount equal to the final cost of the Repairs, but in no case less than $100,000.00, (the "Final Cost") in favor of the County. The Final Cost shall be evidenced by paid invoices

issued by a local banking institution approved by the County, in an amount equal to the final cost of the Repairs, but in no case less than $100,000.00, (the "Final Cost") in favor of the County. The Final Cost shall be evidenced by paid invoices submitted by Licensee and the Contractor to the County. The Letter of Credit shall be maintained by the Licensee for a period of ten (10) years from Completion and shall serve as a limited warranty of Licensee to the County for the Repairs (the "Limited Warranty") for a period of ten (10) years, and as security for Licensee's obligations under paragraph 8 of this Agreement. The Letter of Credit may be drawn upon in whole or in part in the event the County reasonably determines that the Repairs performed by the Contractor are materially defective in either workmanship or materials utilized, provided the County first provides reasonable advance notice to the Licensee that the County has reasonably determined that the Repairs are defective and provides Licensee a reasonable period of time of not less than thirty (30) days to dispute the claim of defect, or to repair the deficiency. Should Licensee fail or decline to timely repair the warranted items, if required, then the County may make such repairs and draw upon the Letter of Credit to the extent required to reimburse it for the cost of the correction to the Repairs, and shall provide Licensee with written evidence of such costs. Any reasonable, arms-length incurred costs expended by Licensee to correct the Repairs shall serve to reduce the amount of the required Letter of Credit for the remainder of the term of the Limited Warranty, so long as the corrective measures comply with no less than the same requirements as the Repairs. This Agreement shall not be interpreted to (i) impose on Licensee any liability for repairs to the seawall other than the scope of the Repairs (or corrective measures applied to the Repairs) during the Limited Warranty period, or (ii) diminish or enhance any common law duties, if any, which Licensee may otherwise have.

b. **Compliance with Laws.** Licensee shall comply with all codes, laws, rules, regulations, and requirements of all governmental authorities having jurisdiction over the Easement Property in connection with its construction and/or removal of Licensee's Improvements as set forth in paragraph 2 hereof, and with respect to any other use of the Easement Property.

c. **County Cooperation.** The County shall cooperate with Licensee, if necessary, in connection with the application for any building permits for Licensee's Improvements, and shall execute any necessary documents which may be reasonably required in connection therewith within a reasonable time from such request, provided that in no case shall the County be required to undertake any liability, or other obligations, or to waive, relinquish or diminish any right or privilege, in connection therewith. It is the intention of this provision to address only ministerial, or minor administrative actions required of the County, not to require material or substantive obligations or undertakings by the County.

7. Licensee acknowledges that the Easement is appurtenant to, and shall run with, title to Licensee's Property. The Easement and this Agreement shall be binding and enforceable on, and enforceable by, the respective personal representatives, heirs, successors (including successors in title), and assigns of Licensee and the County. Should Licensee and/or its personal representatives, heirs, successors (including successors in title) breach this Agreement or fail to fulfill any obligation hereunder, the County, in addition to any other remedy it may have, may terminate this Agreement and revoke the license afforded to Licensee.

8. Licensee shall, at its own expense, maintain and repair the Easement Property, or cause same to be done, in good, safe and secure condition to the County's reasonable satisfaction. In the event that Licensee fails to do so, and such failure, in the reasonable discretion of the County, jeopardizes or potentially threatens the safety or accessibility of the Easement, the County shall be entitled to remedy such failure by entering the premises and performing such work and/or taking such action as may be necessary to address the condition. Licensee shall be liable to the County for all costs incurred in connection with such efforts as well any other costs, liabilities or expenses incurred by the County in connection with Licensee's failure to comply with its obligations under this Agreement. Licensee consents and agrees that the County may, in addition to any other remedy it may have available access recovery from the Letter of Credit and/or impose a lien on the Easement Property and/or Licensee's Property for all such costs, etc., which shall run with the land until fully paid and reimbursed.

the laws of the State of Florida, and the venue for which shall lie exclusively in the state courts located in Miami-Dade County, Florida.

10. **Sovereign Rights.** It is expressly understood that notwithstanding any provisions of this Agreement and the County's status thereunder, and subject to the obligations of the County to cooperate in the application of building permits for the Licensee Improvements as set forth in subparagraph 6. c. above:

(a) The County retains all of its sovereign prerogatives and rights and regulatory authority (quasi-judicial or otherwise) as a county or city under State law and shall in no way be estopped from withholding or refusing to issue any approvals of applications for building, zoning, planning or development under present or future laws and regulations whatever nature applicable to the planning, design, construction and development of the Easement Property and/or any other property, nor shall the County be liable for the same; and

(b) The County shall not by virtue of this Agreement be obligated to grant any approvals of applications for building, zoning, planning or development under present or future laws and ordinances of whatever nature applicable to the planning, design, construction, development and/or operation of the Easement Property.

(c) Notwithstanding and prevailing over any contrary provision in this Agreement, any County license or obligation that may be contained in this Agreement shall not bind the County or its Board of County Commissioners, the County's Planning and Zoning Department, the County's department overseeing environmental matters, or any other County, federal, state or local government, department or authority, committee or agency to grant or leave in effect any zoning changes, variances, permits, waivers, contract amendments, or any other approvals that may be granted, withheld or revoked in the discretion of the County or other applicable governmental agencies in the exercise of its or their police power.

11. The recitals stated above are hereby incorporated into, and made fully a part of this Agreement.

IN WITNESS WHEREOF, Licensee has caused this instrument to be executed in its name by its undersigned, duly authorized member the day and year first above written.

Signed sealed and delivered
in our presence:

Print Name: Ana Chiverria

Print Name: Robert Bowman

LICENSEE:

FSH Bal Harbour, LLC, a Florida
Limited Liability Company

By: Mark Fisher, Managing Member

[Signatures continued on next page.]

//

STATE OF FLORIDA)
) **SS:**
COUNTY OF MIAMI DADE)

The foregoing instrument was acknowledged before me this 21 day of March, 2014 by Mark Fisher, Managing Member of FSH Bal Harbour, LLC, a Florida limited liability company _____, named as Licensee in the foregoing instrument. He is [✓] personally known to me or [___] has produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

Print Name: Eliberto Campos

My Commission Expires: 10-14-2016

(SEAL)

ELIBERTO CAMPOS
MY COMMISSION # EE 843573
EXPIRES: October 14, 2016
Bonded Thru Budget Notary Services

ATTEST:
STATE OF FLORIDA

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Print Name: _____

(OFFICIAL SEAL)

GRANTEE:
MIAMI-DADE COUNTY,

BY ITS MAYOR

_____

The foregoing was authorized by Resolution No. _____ approved by the Board of County Commissioners of Miami-Dade County, Florida on the ____ day of _____, 2014.

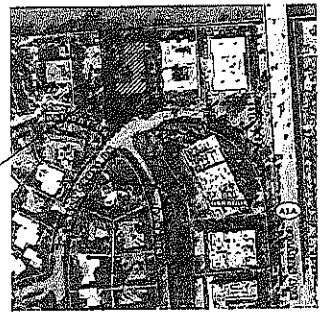
Approved for legal sufficiency _____

Legal Description
(the "Property")

Lot 1, in Block 12-A of RESUBDIVISION OF LOT 21, BLOCK 12 AND TRACT F, RESIDENTIAL SECTION OF BAL HARBOUR, according to the Plat thereof, as recorded in Plat Book 53, at Page 15, of the public records of Miami-Dade County, Florida.

a/k/a 284 Bal Bay Drive, Bal Harbour, Florida 33154

EXHIBIT "A"



2 Location Map
NTS

NOTHING SHALL BE ERECTED, PLACED, PARKED, PLANTED, OR ALLOWED TO GROW IN SUCH A MANNER WITHIN A 25'-0" TRIANGLE OF VISIBILITY SO AS TO MATERIALLY IMPEDE CROSS CUTBACK AT POINT OF 30'-0" AND 9'-0" ABOVE CROWN GRADE IN ANY MANNER WITHIN OF THE INTERSECTION OF THE DRIVEWAY OR AT THE TRIANGLE OF VISIBILITY AND INTERSECTION

THE PROPERTY SHALL BE GRADED SO AS NOT TO RETAIN ALL RAINWATER ON THE PROPERTY WITH THE USE OF INTERCEPTION SWALES ALONG THE PERIMETER OF THE SITE WITH NO ENCROACHMENT ONTO ADJACENT PROPERTIES AND THE AREA ADJACENT TO THE CANAL MAY BE ENGINEERED TO PREVENT EROSION AND RECHARGE OF GROUNDWATER INTO AN AREA HAVING NO SOIL, REFER TO CIVIL DRAWINGS FOR LAYOUT, GRADING AND DRAINAGE.

GARBAGE PICK UP SHALL BE PROVIDED WITHIN A GARAGE COMPLYING WITH 2012 RESIDENTIAL CODE SECTION R322.1.3 THROUGH R322.1.3.4 OF THE FLORIDA BUILDING CODE, 2010 RESIDENTIAL. POOL AND POOL BARRIER TO BE CONSTRUCTED AS A SEPARATE PERMIT

REFER TO LANDSCAPE AND CIVIL PLANS FOR ADDITIONAL INFORMATION, INCLUDING BUT NOT LIMITED TO, SITE GRADING, ELEVATIONS, DRAINAGE CALCULATIONS, MATERIAL AND CEILING, ETC.

FLOOD ELEVATION / FLOOD VENT CALCULATIONS:

FLOOD ELEVATION:	8.00 N.G.V.D.
MAX ACCIDENTAL ELEVATION:	8.67 N.G.V.D.
GARAGE ELEVATION:	6.5' N.G.V.D.
FLOOD VENT ACCOMODATION:	(4) openings of 2 square inches each per square foot of enclosed area (or 1/3" square) for 8.00 feet flood elevation
GARAGE AREA:	997 SF.
SWIMMING POOL FLOOD VENT:	NYLOFLOW FLOOD VENT 2215ST, PLYMOUTH 8.00' ELEVATION = 4 VENTS PROVIDED
	5 FLOOD VENTS PROVIDED

UNIT AREA:

LEVEL 1:	
GARAGE	1,000 sf.
SWIMMING POOL	775 sf.
RESIDENTIAL UNIT 1	1,215 sf.
LEVEL 2:	
RESIDENTIAL UNIT 1	
LIVING A/C	2,445 sf.
BALCONIES	648 sf.
MASTER TERRACE	918 sf.
RESIDENTIAL UNIT 2	870 sf.
RESIDENTIAL UNIT 3	
LIVING A/C	745 sf.
TERRACE	181 sf.
LEVEL 3:	
RESIDENTIAL UNIT 3	
LIVING A/C	2,607 sf.
TERRACE	2,251 sf.
ROOF DECK	1,241 sf.
*TOTAL RESIDENTIAL UNIT 1	
LIVING A/C	10,108 sf.
TERRACE/BALCONY	4,225 sf.

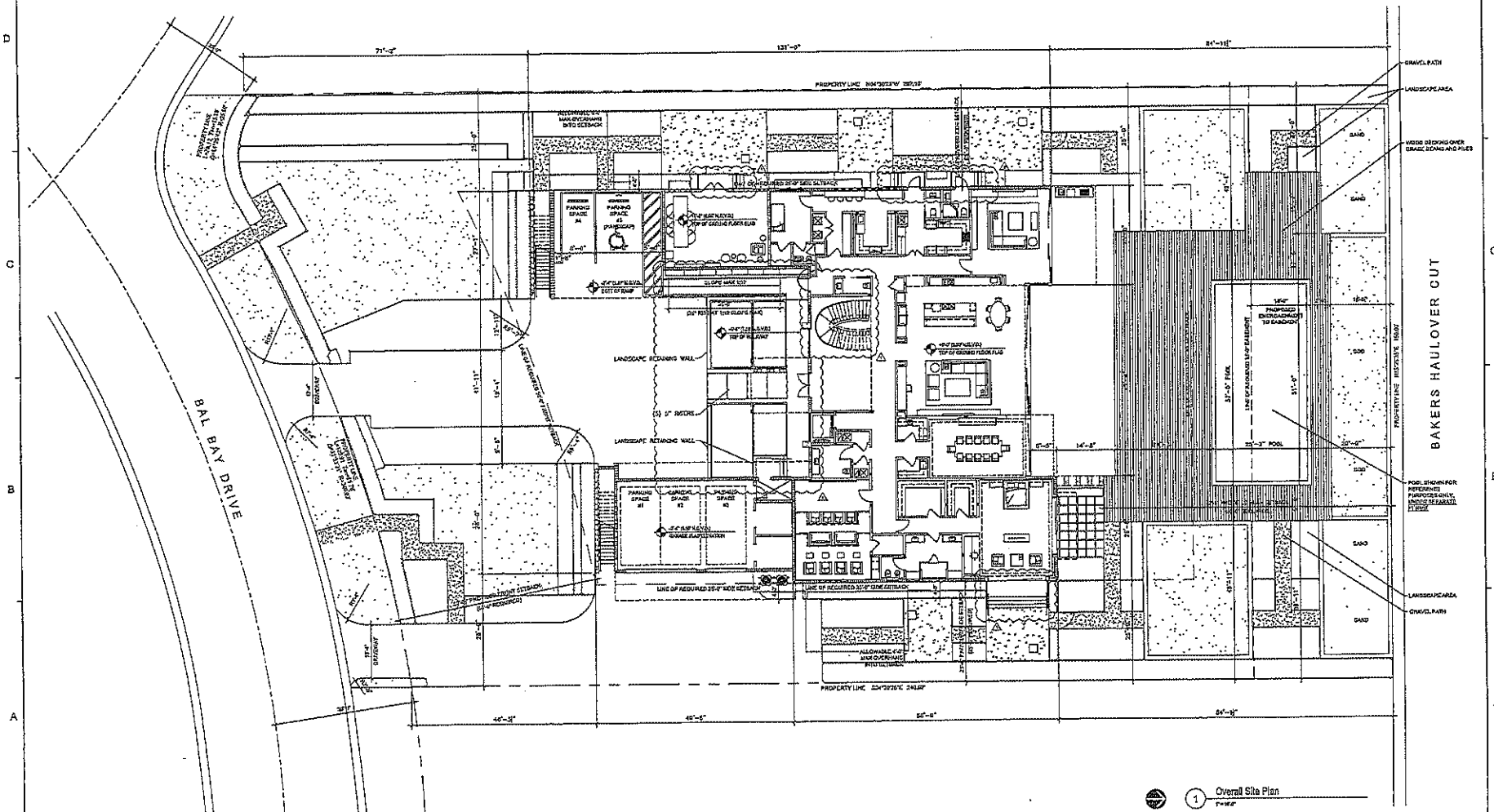
SITE INFORMATION

MAX FAR (LIVING AND NOT INCLUDED):	5,407 SF (LESS 400 SF MAX) AND 40 SF MAX MECHANICAL PER CENTERLINE OF ROAD CROWN OF ROAD, 6.38' AT POINT, +4.0' = 10.38' NAVD
MAX BUILDING HEIGHT PERMISSIBLE:	5 STORIES and 45.00' (MEASURED) TO TOP OF UPPER ROOF DECK

SETBACKS	REQUIRED	PROVIDED
FRONT (SOUTH)	25'-0"	25'-0"
SIDE (EAST)	25'-0"	25'-0"
SIDE (WEST)	25'-0"	25'-0"
REAR (NORTH)	25'-0"	70'-0"
POOL	10'-0" MINIMUM SIDE SETBACK	25'-0" PROVIDED (EAST FROM SIDE, EAST) (WEST FROM SIDE, WEST)

ALLOWABLE SECOND AND THIRD FLOOR BALCONY ENCROACHMENT:	4'-0"	4'-0"
Minimum Floor Area per Unit Required:	400 sf.	
Minimum Floor Area per Unit Provided:	650 sf. – Residential Unit 2 760 sf. – Residential Unit 3	
Number of Parking Spaces Required:	1.5 PER UNIT 1.5 x 3 UNITS = 4.5 PARKING SPACES =	
Number of Parking Spaces Provided:	5 PARKING SPACES 4 STANDARD, 1 HANDICAP	

LEGAL DESCRIPTION:	LOT 1 IN BLOCK 14 OF "ACRE ASSIGNMENT NO 2 SUBDIVISION OF THE BAL HARBOUR SUBDIVISION OF BAL HARBOUR, BAL HARBOUR VILLAGE, FLORIDA" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 31 AT PAGE 11 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.
FOLIO NUMBER:	02-3203-021-0240
ADDRESS:	284 BAL BAY DRIVE BAL HARBOUR, FL. FLORIDA 33154
MAIN ENTRY:	BAL HARBOUR
ZONING DESIGNATION:	RS-4, MULTI-FAMILY RESIDENTIAL DISTRICT AS PER SUNNY ISLES ISLANDS
SECONDARY CLASSIFICATION:	1-2 units per 7,500 SF (SECTION 31-3-1)
CONSTRUCTION TYPE:	1-2 units per 7,500 SF (SECTION 31-3-1)
LOT AREA:	43,200 SF.
MAXIMUM DENSITY ALLOWED:	SECTION 31-3-1 24 UNITS PER PLATTED LOT
DENSITY PROPOSED:	3 UNITS



1 Overall Site Plan
1"=16'-0"

REVISIONS / SUBMISSIONS

1	10/19/15	COORDINATION
2	10/30/15	CODIC COMMENTS
3	01/27/16	SFBOD, COMMENTS

1283

284 BAL BAY DRIVE
284 BAL BAY DRIVE
BAL HARBOUR, FL 33154

OVERALL SITE PLAN and ZONING INFORMATION

EXHIBIT 'B'

ROBB KARP
LIC. # AR0012978

ARCHITECTURE
INTERIOR DESIGN
PLANNING
AIA ASID NCARB
2115 Bay Drive #1
Bal Harbour, FL 33154
T 305.866.7337
F 305.866.7338
WWW.ROBBKARP.COM

K O B B K A R P

DRAWN BY: CDL
CHECKED BY: JG
DATE: 10/15/15

A-0.02

COASTAL SYSTEMS INTERNATIONAL, INC.
464 South Dixie Highway • Coral Gables, Florida 33146
Tel: 305-661-3655 • Fax: 305-661-1914
www.coastalsystemsint.com

324400

July 22, 2013

Mr. Marcos R. Redondo, P.E.
Section Head, Bridge Engineering
Highway Division
Miami-Dade Public Works and Waste Management Department

Via email: MarcosR@miamidade.gov

RE: INVESTIGATION LETTER REPORT FOR THE BULKHEAD AT 284 BAL BAY DRIVE, VILLAGE OF BAL HARBOUR, MIAMI-DADE COUNTY, FLORIDA

Dear Mr. Redondo:

As you are aware, Mr. Mark Fisher, the owner of the 284 Bal Bay Drive property in the Village of Bal Harbour, is proposing construction of a swimming pool with a 20-foot setback from the existing bulkhead, as well as a dock. It is our understanding that Miami-Dade County owns the land upon which the bulkhead's vertical section is located and there is an easement dedicated to the County that extends 35 feet landward of the bulkhead. It is also our understanding that the County owns the submerged lands adjacent to the subject property. Based on the County's request for confirmation that the proposed swimming pool construction will not impact bulkhead/shoreline stability, or a recommendation of appropriate actions that would negate or mitigate any anticipated impacts of said construction, Mr. Fisher authorized Coastal Systems International, Inc. (Coastal Systems) to perform a marine engineering assessment of the existing bulkhead.

Based on our bulkhead conditions investigation on June 7, 2013, the stability of the bulkhead is questionable. The bulkhead was assigned an overall condition rating of "3 - Poor" in accordance with the ASCE Manual of Underwater Investigations. While the observed rotation of the wall may continue to progress slowly and it may take some time for the wall to fail, retrofit/rehabilitation of the wall is recommended in association with the upland development. A bulkhead retrofit/rehabilitation consisting of installation of new batter piles and a new concrete cap for the entire length of the bulkhead to stabilize it and prevent further rotation is recommended. This will not only stabilize the wall, but serves to replace the failing tieback system with a structural system that will not be impacted by the proposed swimming pool construction. Abandonment of the bulkhead tieback system also reduces the area required landward of the wall for maintenance; a 20-foot pool setback should provide sufficient access for maintenance of the retrofitted wall. Please see additional information below regarding the Bulkhead Investigation.

Mr. Fisher will agree to rehabilitate the wall in association with the proposed upland property redevelopment provided that the County will allow swimming pool construction in the existing

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easement with a 20-foot setback from the bulkhead, as well as a dock on County submerged lands adjacent to the site. Mr. Fisher will take full responsibility, with County authorization as land owner, to secure permits for the dock from all City, County, State and Federal regulatory agencies that have jurisdiction over its construction, to build the dock in accordance with these permits, and to maintain the dock in good condition.

BULKHEAD INVESTIGATION

Bulkhead Investigation Methodology

A Coastal Systems engineer performed a bulkhead conditions investigation on June 7, 2013. The engineer visually evaluated the existing 150-foot-long bulkhead located on the north side of the property along the Intracoastal Waterway/Inlet. Stationing was established on the upland grade adjacent to the bulkhead to reference observations, starting at the east property line at STA 0+00 and extending to the west property line at approximately STA 1+52. Field measurements and photographs were taken to document the existing structural components since limited as-built drawings were available at the time of the investigation. A boundary survey prepared by Gunter Group, Inc., dated October 24, 2012, was available for reference.

An above-water assessment was conducted of the existing bulkhead by a Florida-registered Professional Engineer, utilizing manual survey and inspection equipment. The structure was evaluated in accordance with the American Society of Civil Engineers (ASCE) Standard Practice Manual No. 101 (ASCE Manual), and a visual evaluation was conducted as a Routine Inspection. Exploratory excavations were not conducted on the upland side of the bulkhead due to the scope of the work authorized.

Observations

The existing bulkhead is comprised of precast concrete panels (of unknown thickness) supported by precast concrete king piles spaced at approximately 8 feet on-center. The piling and panels are covered by a 21-inch wide by 12-inch deep continuous concrete cap. Five expansion joints are located in the cap at intervals of approximately 32 feet on-center. Heading west, the first joint is located approximately 14 feet from the east property line and the last joint is approximately 10 feet from the west adjacent property. Therefore, the cap is continuous across the property lines. A metal picket guardrail is embedded in the cap along the length of the property.

Above the Waterline: The bulkhead was not observed to be plumb along its entire length. Bulkhead rotation was noted on the west end of the property and there is corresponding settlement in the grade behind the cap in this area. Also, differential cap deflection was noted at the expansion joint at STA 1+42. Settlement was noted in several locations along the bulkhead, with the west end being the most severe. The grade elevation immediately landward of the bulkhead varies sporadically from the top of the cap at the east end to 7 inches below at the west end. The nearest concrete structure is approximately 34 feet landward from the bulkhead, according to the survey. Some of the cap joints exhibited localized cracking and spalling (surface delamination) in the concrete, with some signs of corrosion to the reinforcement steel. Approximately half of the guardrail posts were loose in the cap. The king piles and wall panels

were typically covered with heavy marine growth in the tidal zone. Although the wall panels appeared to be in satisfactory condition, the king piles typically exhibited advanced deterioration, with cracking, spalling and section loss. As excavation landward of the wall was not done as part of the assessment, it cannot be confirmed if the proposed pool will impact existing tiebacks.

Below the Waterline: A rock revetment was encountered at the mud line along the bulkhead. Water depths were measured at the east end of the bulkhead between low and high tides. Depths were measured between 8 and 8.5 feet. An architectural site plan prepared by Kobi Karp Architects (undated, received by Coastal Systems on May 18, 2013) for the redevelopment of the property shows the grade at elevation +6.5 feet at the bulkhead. We estimate the average height of the bulkhead above the submerged rock revetment to be approximately 16 feet.

Assessment and Recommendations

Assessment: The bulkhead is likely 50+ years old and appears to have undergone some repairs and modifications in the past. However, the principal observation of deterioration is the bulkhead rotation toward the west end of the property. This is the primary cause for the settlement observed behind the bulkhead, as the settlement generally progresses toward the west end of the property. A number of factors may have contributed to this rotation, including upland overburden, mud line erosion or tieback failure.

Another observation of concern is the typical deterioration of the king piles, which are primary structural members in the bulkhead. This deterioration within the tidal zone is a common mode of failure, as this zone experiences the most aggressive exposure from cyclical tidal submersion. High tide saturates the concrete with chlorides from the salt water and low tide allows the saturated concrete to be oxygenated. This combination of chlorides and oxygen corrodes the reinforcing steel in the concrete. As the steel corrodes, it expands and de-bonds from the concrete, causing spalling. In addition, the property is located near the channel to the ocean. The bulkhead is thereby subjected to significant tidal currents, as observed during the inspection. The chloride-laden current erodes the concrete and reduces it effective section and capacity. The king piles protrude out from the face of the wall panels into the current and are exposed on three sides, leading to quicker deterioration than the wall panels.

Based on the observations obtained, the stability of the bulkhead is questionable. The observed rotation may progress, but will likely continue at a relatively slow rate. The bulkhead is assigned an overall condition rating of "3 - Poor" in accordance with the ASCE manual.

Recommendations: Given the 'Poor' condition of the wall and proposed upland redevelopment, rehabilitation of the bulkhead is recommended. A retrofit consisting of installation of new batter piles and a new concrete cap for the entire length of the bulkhead will stabilize it and prevent further rotation for the service life of the rehabilitation. This approach replaces the existing tieback anchoring system with the batter pile system on the waterward side of the bulkhead face. This is a standard bulkhead rehabilitation design that is frequently implemented in Miami-Dade County. The proposed retrofit/rehabilitation will stabilize the shoreline relative to the proposed upland redevelopment of the property, including swimming pool construction.

This bulkhead inspection summary was prepared in accordance with generally accepted waterfront facility assessment engineering practice. The assessment and recommendations submitted herein are based on the data obtained from the field observations. This information may not account for possible variations in the existing construction that may exist from the conditions observed, due to limited inspection and marine growth coverage.

We will be in touch to further discuss the proposed bulkhead rehabilitation and request for authorization of limited use of the County's easement area for swimming pool construction and of County submerged lands for dock construction. Should you have any questions or require additional information regarding bulkhead conditions or the proposed rehabilitation, please contact me directly at (305) 669-6231 or cbrush@coastalsystemsint.com.

Sincerely,
COASTAL SYSTEMS INTERNATIONAL, INC.

Christy Brush
Director

State of Florida EB # 7087

Jason S. Taylor, P.E.
Structural Engineer, Florida Reg. 60277

CJB:JST

cc: Mr. Mark Fisher
Jeffrey Bercow, Esq., Bercow Radell & Fernandez, P.A.
Mr. Gaspar Miranda, Miami-Dade County PWWM (gxm@miamidade.gov)

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