

Exhibit B

301 NW S River Dr. Miami-Dade County Property Appraiser Information Sheet



OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 11/22/2019

Property Information	
Folio:	01-0200-010-5010
Property Address:	301 NW SOUTH RIVER DR Miami, FL 33128-1519
Owner	PUNTALLANA LLC
Mailing Address	848 BRICKELL KEY DR 4404 MIAMI, FL 33131 USA
PA Primary Zone	7703 MARINE ACTIVITY RELATED
Primary Land Use	4837 WAREHOUSE TERMINAL OR STG : WAREHOUSE OR STORAGE
Beds / Baths / Half	0 / 0 / 0
Floors	1
Living Units	0
Actual Area	Sq.Ft
Living Area	Sq.Ft
Adjusted Area	2,425 Sq.Ft
Lot Size	5,706 Sq.Ft
Year Built	Multiple (See Building Info.)



Assessment Information			
Year	2019	2018	2017
Land Value	\$599,130	\$599,130	\$485,010
Building Value	\$52,891	\$10,000	\$53,317
XF Value	\$10,435	\$0	\$10,603
Market Value	\$662,456	\$609,130	\$548,930
Assessed Value	\$120,386	\$67,060	\$120,980

Taxable Value Information			
	2019	2018	2017
County			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$120,386	\$67,060	\$120,980
School Board			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$120,386	\$67,060	\$120,980
City			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$120,386	\$67,060	\$120,980
Regional			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$120,386	\$67,060	\$120,980

Benefits Information				
Benefit	Type	2019	2018	2017
Working Waterfront	Classified Value	\$542,070	\$542,070	\$427,950

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

Short Legal Description
38 54 41 .131 AC M/L HUNT SUBDIVISION PB 52-17 LOT 1 LOT SIZE 5706 SQUARE FEET OR 17944-4450 0198 2 (2)

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
10/05/2016	\$100	30335-0883	Corrective, tax or QCD; min consideration
09/28/2016	\$100	30276-0810	Corrective, tax or QCD; min consideration
01/14/2016	\$100	29933-1141	Corrective, tax or QCD; min consideration
12/09/2014	\$100	29462-0450	Corrective, tax or QCD; min consideration

The Office of the Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at <http://www.miamidade.gov/info/disclaimer.asp>

Version:

Exhibit B Continued



OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 11/22/2019

Property Information	
Folio:	01-0200-010-2040
Property Address:	311 NW SOUTH RIVER DR Miami, FL 33128-1519
Owner	PUNTALLANA LLC
Mailing Address	848 BRICKELL KEY DR 4404 MIAMI, FL 33131 USA
PA Primary Zone	7703 MARINE ACTIVITY RELATED
Primary Land Use	4837 WAREHOUSE TERMINAL OR STG : WAREHOUSE OR STORAGE
Beds / Baths / Half	0 / 0 / 0
Floors	1
Living Units	0
Actual Area	Sq Ft
Living Area	Sq Ft
Adjusted Area	7,072 Sq.Ft
Lot Size	9,818 Sq.Ft
Year Built	Multiple (See Building Info.)



Assessment Information			
Year	2019	2018	2017
Land Value	\$1,030,890	\$1,030,890	\$834,530
Building Value	\$153,624	\$10,000	\$155,222
XF Value	\$39,205	\$0	\$39,637
Market Value	\$1,223,719	\$1,040,890	\$1,029,389
Assessed Value	\$291,009	\$108,180	\$293,039

Taxable Value Information			
	2019	2018	2017
County			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$291,009	\$108,180	\$293,039
School Board			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$291,009	\$108,180	\$293,039
City			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$291,009	\$108,180	\$293,039
Regional			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$291,009	\$108,180	\$293,039

Benefits Information				
Benefit	Type	2019	2018	2017
Working Waterfront	Classified Value	\$932,710	\$932,710	\$736,350

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

Short Legal Description
SILVERSON & TATUMS SUB PB 3-190 LOTS E & F LOT SIZE 9818 SQUARE FEET OR 17944-4450 0198 2 (2)

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
10/05/2016	\$100	30335-0883	Corrective, tax or QCD; min consideration
10/05/2016	\$100	30276-0814	Corrective, tax or QCD; min consideration
09/28/2016	\$100	30276-0806	Corrective, tax or QCD; min consideration
01/14/2016	\$100	29933-1137	Corrective, tax or QCD; min consideration

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Version:

Exhibit C
FLUM

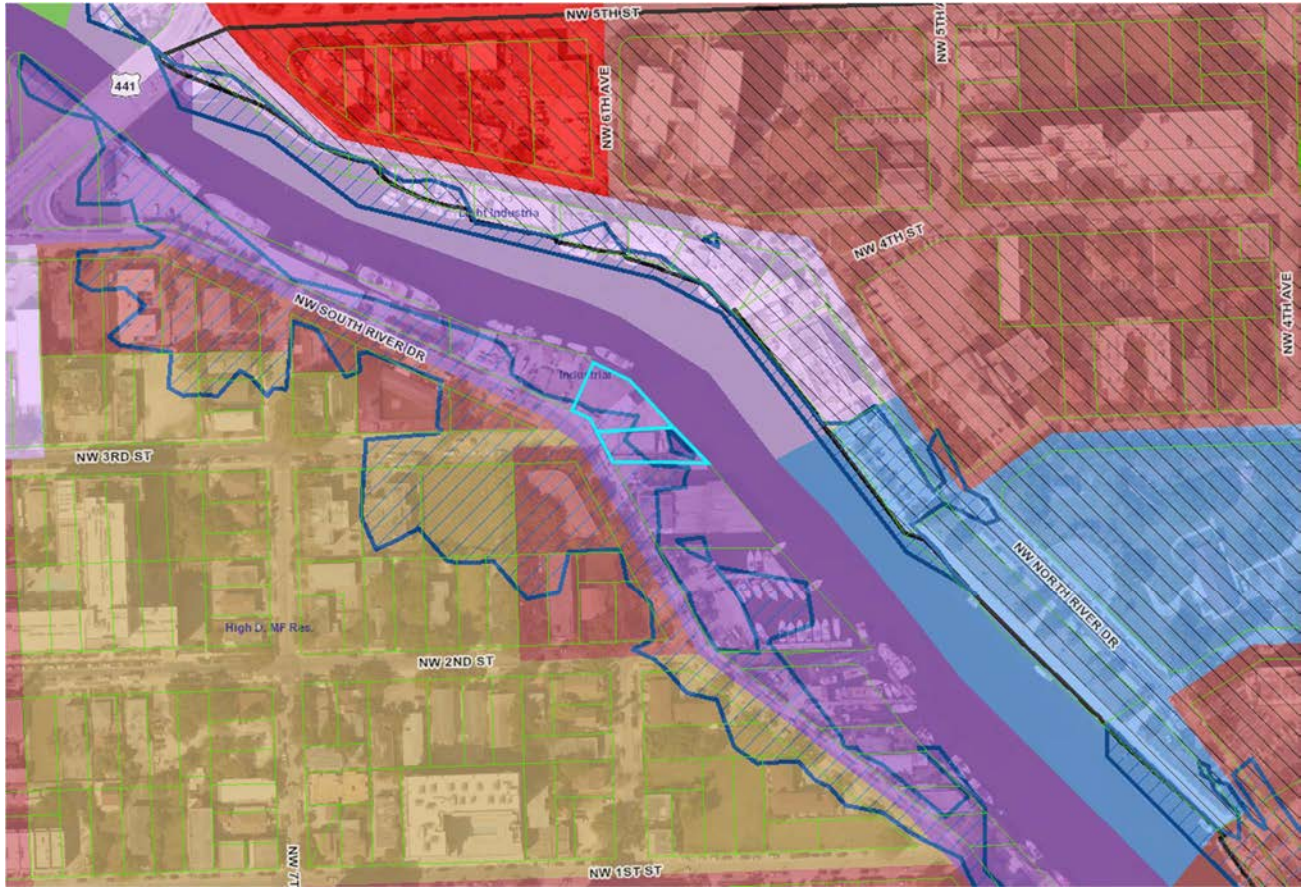


Exhibit D
Zoning Atlas

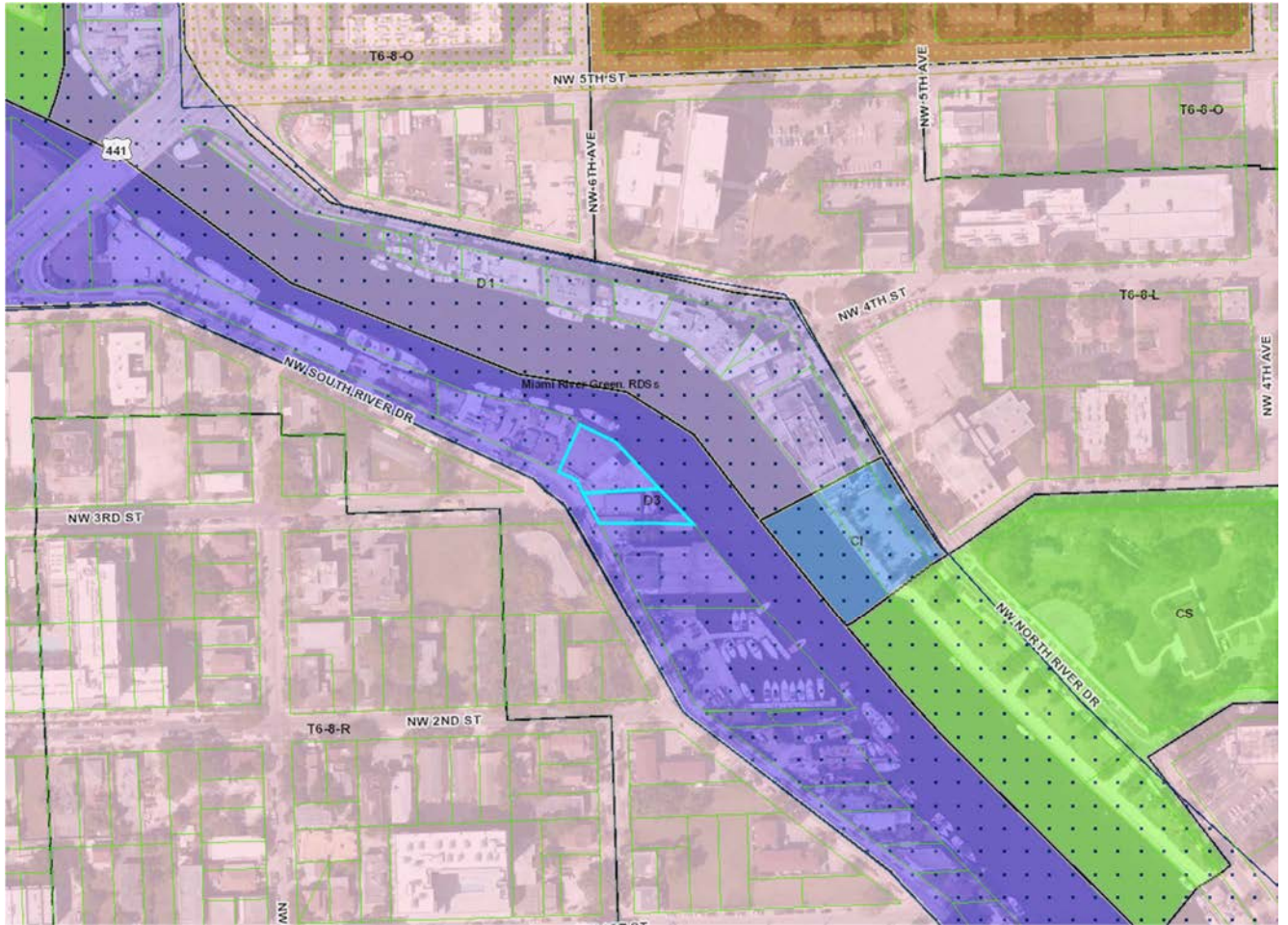


Exhibit E
Port of Miami River Element

Port of Miami River² Sub-Element

Goal PA-3: The Port of Miami River shall be encouraged to continue operation as a valued and economically viable component of the City's maritime industrial base.

Objective PA-3.1: (PLANNING AND ZONING). The City shall protect the Port of Miami River from encroachment by non water-dependent or non water-related land uses, and shall regulate the Port of Miami River's expansion and redevelopment in coordination with applicable future land use and coastal management goals, objectives, policies (See Policy LU-1.3.3 and Goal CM-3).

Policy PA-3.1.1: The City shall maintain a Working Waterfront Table of Properties to guide future development within the Miami River Corridor. The Table shall clearly depict the location and description of all properties of recreational and commercial working waterfront uses on the River, as defined in Ch. 342.07 F.S. (hereinafter referenced as the "Working Waterfront"). The Table shall classify working waterfront properties into Categories "A" and "B". The Table shall be incorporated as supporting data and analysis within Appendix PA-1.

Policy PA-3.1.2 Category A: The City may adopt a comprehensive plan future land use map (FLUM) amendment for properties designated "Industrial" on the FLUM, along the Miami River only if the proposed amendment complies with this sub-element. The future land use designation for any of the properties identified "Industrial" therein may be amended only through the large-scale comprehensive plan amendment process. Applications for such amendments shall demonstrate that either of the following conditions exists:

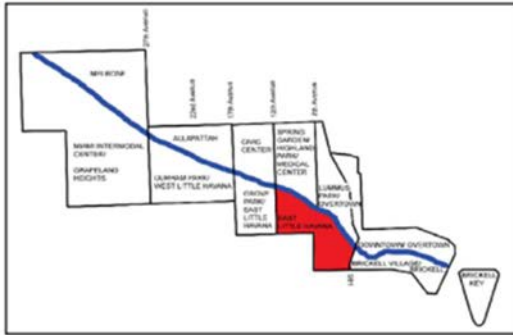
1. The Development – redevelopment as industrial is not economically feasible based on a market and site analysis using a professionally acceptable methodology that has been peer reviewed; or
2. The Proposal includes an equivalent transfer or expansion of industrially designated property offsite to another location on the Miami River within the City of Miami.

Policy PA-3.1.3 Category B: All Category "B" properties shall maintain a working waterfront use. Additionally, the City shall require that any residential development with a density greater than duplex residential or any mixed use development include Working Waterfront use component per Ch. 342.07, F.S. or other amenities that is accessible to the public which promotes the enjoyment of the Miami River unless prohibited by the Miami-Dade Department of Environmental Resource Management (DERM).

² The "Port of Miami River" is a shallow draft riverine port consisting of independent, privately-owned small shipping companies, fisheries, vessel repair facilities marinas and other Recreational and Commercial Working Waterfront uses, as defined in Ch. 342.07, F.S., located along the banks of the Miami River and its tributaries and canals where Working Waterfront uses are located. The Port of Miami River is not a deepwater port as defined in Ch. 403.021(9), F.S. The Port of Miami River extends from the salinity dam in unincorporated Miami-Dade County to Biscayne Bay in the City of Miami, as identified in Appendix PA-1.

Exhibit F
Miami River Corridor Urban Infill Plan

EAST LITTLE HAVANA (I-95 to 12th Avenue, south bank)



Much of the neighborhood now known as East Little Havana was once called Riverside – one of Miami’s earliest “suburbs”, with subdivisions dating from the early ‘teens following the construction of bridges connecting the south side of the Miami River with Downtown. Despite its present name, East Little Havana today is home primarily to immigrants not from Cuba but from Central America, with strong concentrations of Hondurans and Nicaraguans. Pedestrians abound on the sidewalks of its regular, tree-lined residential blocks, while its network of one-way streets (combined with the diagonal South River Drive) confounds drivers. Much of its historic housing stock remains, but has suffered intrusions of larger-scaled residential development and integrity-robbing alterations.

While predominantly a residential neighborhood, East Little Havana’s waterfront is predominantly industrial in nature. Anchored on the east by Jose Marti Park, with a small area



A wood frame house with coral rock piers in East Little Havana

zoned restricted commercial, the majority of the East Little Havana waterfront is zoned for waterfront industrial use. While this use is appropriate and desirable, an expansion of allowable uses to include limited office and commercial (restaurant or retail) as accessory uses only, maintaining the requirement for a primary water-dependent use – would serve to enliven the on-road greenway planned for this portion of South River Drive as well as increase the economic viability of the existing waterfront industrial sites. Similarly, consideration should be given to modifying the zoning of the multifamily residential parcels on the south side of South River Drive to allow limited restaurant, retail, or office use while maintaining the principal residential use requirement.



East Little Havana’s Jose Marti Park

East Little Havana’s residential density and human scale – thanks to its development in the 1920s and 1930s as a multifamily district featuring four-, eight-, sixteen-, and twenty-four-unit apartment buildings intermixed with frame vernacular and bungalow-style single family residences – are reinforced by two vital, pedestrian-oriented, neighborhood-serving commercial corridors, 8th Avenue and 12th Avenue.

However, the east-west counterparts of these avenues lack this vitality and safety. The restriction of NW 7th Street, which links the river to the Orange Bowl to the west, to office use should be reconsidered in light of the opportunity presented by the planned greenway to bring pedestrians west from the river to the historic Orange Bowl stadium. Restricted commercial uses focusing on mixed restaurant, retail, and residential uses should be considered. One-way Flagler, SW 8th, and SW 1st Streets all are less friendly to pedestrian shoppers; Flagler and SW 1st Streets in particular are difficult to cross and lack the intimacy

Exhibit F Continued

LOWER RIVER PROTOTYPE

In the lower river the riverfront development sites are bound by the future greenway and North or South River Drive. It is envisioned the building frontage along the Greenway would be "mid-rise" in scale with residential and office towers set back from the river to allow light & air to penetrate the river corridor. This will allow for continuous public riverfront access throughout the lower river. Improved vehicular and pedestrian access along North and South River Drives will be important to the viability of these projects. Cross-connections from North and South River Drives to the Greenway will need to be created in both public rights-of-way and easements within sideyard setbacks negotiated with private developers. Development in the lower river is envisioned as medium to high-density mixed-use development. Along the river's edge a 50 foot setback is required for the development of a continuous waterfront greenway in lower river. Developers will be encouraged to stepback building heights from the greenway to create a terraced effect to the building envelope. This will reduce the "canyon" effect of high-rise development preserving natural light to the greenway and the river.

1. **Greenway**- The Greenway along the river shore, consisting of a minimum 16 foot wide clear path and 4 foot passive zones with landscaping, seating, lighting, and other amenities and requiring a 50' setback for enclosed structures. The first floor of new developments should incorporate businesses which interact with the Greenway, such as restaurants, cafes, fresh fish markets, etc.
2. **Mid-rise development**
3. **High-rise development**
4. **Greenway access links**- Public rights-of-ways and building side yard set backs should be used for Greenways access between North and South River Drive and the waterfront Greenway.
5. **North & South River Drive**- In the lower river, North & South River Drive will need canopy tree planting, improved signage for motorists & greenway users, new concrete sidewalks and pedestrian level lighting.
6. **Miami River**: The home to commercial shipping and fishing vessels, and kayaks and canoes.

Lower River Multi-Modal Corridor Prototype

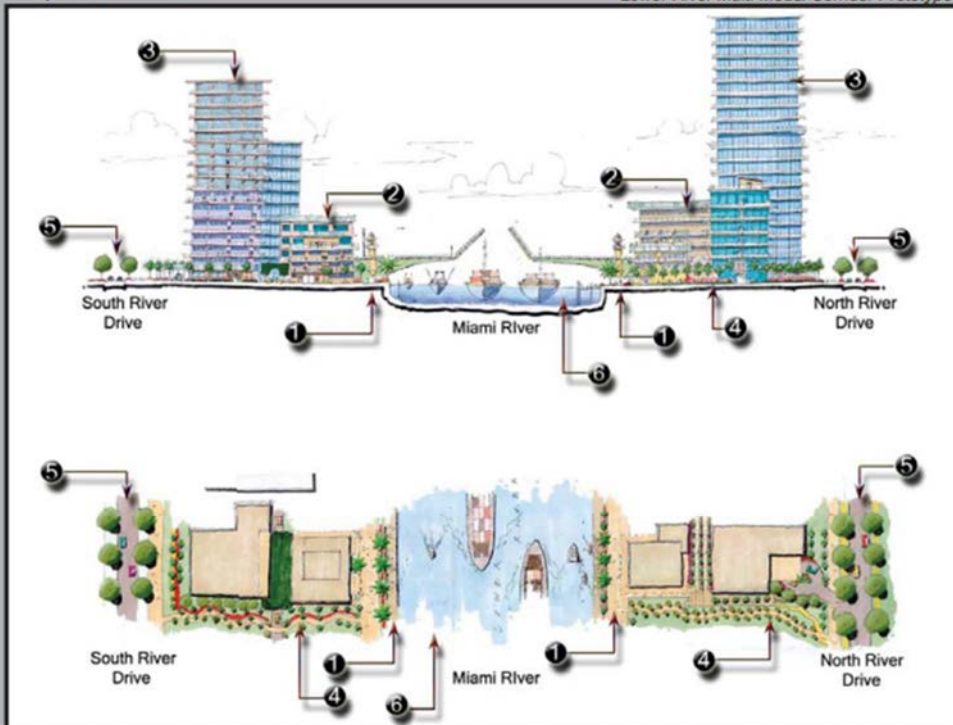


Exhibit G
Submerged Land Lease



**Florida Department of
Environmental Protection**

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Noah Valenstein
Secretary

July 11, 2018

Puntallana LLC
Attn: Mr. Arturo Ortega
848 Brickell Key Drive, Apt 4404
Miami, FL 33128

BOT Lease No.: 130030976
Lessee: Puntallana LLC

Dear Mr. Ortega:

Enclosed is a fully executed **original** lease for your records. The **original** lease, at the option of the Lessee, may be recorded in the official records of the county where the leased site is located.

If the billing agent, phone number, or fax number change, or there is a change in the lessee's tax status, please notify the BUREAU OF PUBLIC LAND ADMINISTRATION'S ACCOUNTING SECTION in writing within 30 days of the date of any change.

Any future correspondence or inquiries should be directed to this office, at the letterhead address above or at (850) 245-2758. Thank you for your assistance and cooperation in this matter.

Sincerely,

Kathy C. Griffin

Kathy C. Griffin
Government Operations Consultant I
Bureau of Public Land Administration
Division of State Lands

/kcg
Enclosure

cc: File

Exhibit G Continued

This Instrument Prepared By:
Karen Lee Reecy
Action No. 37100
Bureau of Public Land Administration
3900 Commonwealth Boulevard
Mail Station No. 125
Tallahassee, Florida 32399

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
OF THE STATE OF FLORIDA

SOVEREIGNTY SUBMERGED LANDS LEASE RENEWAL

BOT FILE NO. 130030976

THIS LEASE is hereby issued by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Lessor.

WITNESSETH: That for and in consideration of payment of the annual lease fees hereinafter provided and the faithful and timely performance of and compliance with all terms and conditions stated herein, the Lessor does hereby lease to Puntallana, LLC, a Florida limited liability company, hereinafter referred to as the Lessee, the sovereignty lands described as follows:

A parcel of sovereignty submerged land in Sections 01 and 38, Township 54 South, Range 41 East, in Miami River, Miami-Dade County, Florida, containing 7,096 square feet, more or less, as is more particularly described and shown on Attachment A, dated January 31, 2001.

TO HAVE THE USE OF the hereinabove described premises from January 7, 2018, the effective date of this lease renewal, through January 7, 2023, the expiration date of this lease renewal. The terms and conditions on and for which this lease renewal is granted are as follows:

1. USE OF PROPERTY: The Lessee is hereby authorized to operate a 4-slip commercial docking facility to be used exclusively for mooring of commercial vessels for the loading and offloading of cargo in conjunction with an upland cargo shipping and storage facility, without fueling facilities, with a sewage pumpout facility if it meets the regulatory requirements of the State of Florida Department of Environmental Protection or State of Florida Department of Health, whichever agency has jurisdiction, and without liveaboards as defined in paragraph 26, as shown and conditioned in Attachment A, incorporated herein and made a part of this lease by reference. All of the foregoing subject to the remaining conditions of this lease.

2. LEASE FEES: The Lessee hereby agrees to pay to the Lessor an annual lease fee of \$1,236.44, plus sales tax pursuant to Section 212.031, Florida Statutes, if applicable, within 30 days of the date of receipt of the invoice. The annual fee for the remaining years of this lease shall be adjusted pursuant to provisions of Rule 18-21.011, Florida Administrative Code. The State of Florida Department of Environmental Protection, Division of State Lands (the "Division") will notify the Lessee in writing of the amount and the due date of each subsequent annual lease payment during the remaining term of this lease. All lease fees due hereunder shall be remitted to the Division as agent for the Lessor.

[06]

Exhibit G Continued

3. WET SLIP RENTAL CERTIFICATION/SUPPLEMENTAL PAYMENT: (A) The Lessee shall provide upon request by the Lessor any and all information in a certified form needed to calculate the lease fee specified in paragraph two (2) above, including the income, as defined in subsection 18-21.003(31), Florida Administrative Code, derived directly or indirectly from the use of sovereignty submerged lands on an annual basis. When six percent (6%) of said annual income exceeds the base fee or minimum annual fee established pursuant to Rule 18-21.011, Florida Administrative Code, for any lease year during the term of this lease, the Lessor shall send the Lessee a supplemental invoice for the difference in the amounts for that lease year. (B) The instrument or agreement used by the Lessee to transfer or assign the right to use a wet slip at the docking facility to a third party shall include a provision that clearly notifies the wet slip renter/user/holder that if the wet slip renter/user/holder subsequently transfers his right to use said wet slip to another party, the instrument or agreement used to transfer said wet slip shall contain a provision that requires six percent (6%) of the annual gross income derived from said instrument or agreement for the use of said wet slip be paid to the Lessee who, upon receipt, shall report and transmit said amount to the Lessor. The instrument or agreement used by the Lessee to transfer a wet slip shall also include a provision that clearly notifies the wet slip renter/user/holder that no interest in said wet slip may be further transferred unless a substantially similar provision to the one contained in the preceding sentence is placed in each succeeding instrument or agreement used to transfer said wet slip to each new wet slip renter/user/holder. (C) The Lessee shall submit to the Lessor each instrument or agreement used by the Lessee to transfer or assign the right to use a wet slip at the docking facility to a third party annually at the same time the Lessee submits the required Annual Wet Slip Revenue Report to the Lessor. Any breach of this lease condition shall constitute a default under this lease.

4. LATE FEE ASSESSMENTS: The Lessee shall pay a late payment assessment for lease fees or other charges due under this lease which are not paid within 30 days after the due date. This assessment shall be computed at the rate of twelve percent (12%) per annum, calculated on a daily basis for every day the payment is late.

5. EXAMINATION OF LESSEE'S RECORDS: For purposes of this lease renewal, the Lessor is hereby specifically authorized and empowered to examine, for the term of this lease renewal including any extensions thereto plus three (3) additional years, at all reasonable hours, the books, records, contracts, and other documents confirming and pertaining to the computation of annual lease payments as specified in paragraph two (2) above.

6. MAINTENANCE OF LESSEE'S RECORDS: The Lessee shall maintain separate accounting records for: (i) gross revenue derived directly from the use of the leased premises, (ii) the gross revenue derived indirectly from the use of the leased premises, and (iii) all other gross revenue derived from the Lessee's operations on the riparian upland property. The Lessee shall secure, maintain and keep all records for the entire term of this lease renewal plus three (3) additional years. This period shall be extended for an additional two (2) years upon request for examination of all records and accounts for lease verification purposes by the Lessor.

7. AGREEMENT TO EXTENT OF USE: This lease is given to the Lessee to use or occupy the leased premises only for those activities specified herein. The Lessee shall not (i) change or add to the approved use of the leased premises as defined herein (e.g., from commercial to multi-family residential, from temporary mooring to rental of wet slips, from rental of wet slips to contractual agreement with third party for docking of cruise ships, from rental of recreational pleasure craft to rental or temporary mooring of charter/tour boats, from loading/offloading commercial to rental of wet slips, etc.); (ii) change activities in any manner that may have an environmental impact that was not considered in the original authorization or regulatory permit; or (iii) change the type of use of the riparian uplands or as permitted by the Lessee's interest in the riparian upland property that is more particularly described in Attachment B without first obtaining a regulatory permit/modified permit, if applicable, the Lessor's written authorization in the form of a modified lease, the payment of additional fees, if applicable, and, if applicable, the removal of any structures which may no longer qualify for authorization under the modified lease.

8. PROPERTY RIGHTS: The Lessee shall make no claim of title or interest to said lands hereinbefore described by reason of the occupancy or use thereof, and all title and interest to said land hereinbefore described is vested in the Lessor. The Lessee is prohibited from including, or making any claim that purports to include, said lands described or the Lessee's leasehold interest in said lands into any form of private ownership, including but not limited to any form of condominium or cooperative ownership. The Lessee is further prohibited from making any claim, including any advertisement, that said land, or the use thereof, may be purchased, sold, or re-sold.

Exhibit G Continued

9. INTEREST IN RIPARIAN UPLAND PROPERTY: During the term of this lease renewal, the Lessee shall maintain satisfactory evidence of sufficient upland interest as required by paragraph 18-21.004(3)(b), Florida Administrative Code, in the riparian upland property that is more particularly described in Attachment B and by reference made a part hereof together with the riparian rights appurtenant thereto. If such interest is terminated or the Lessor determines that such interest did not exist on the effective date of this lease, this lease may be terminated at the option of the Lessor. If the Lessor terminates this lease, the Lessee agrees not to assert a claim or defense against the Lessor arising out of this lease. Prior to sale and/or termination of the Lessee's interest in the riparian upland property, the Lessee shall inform any potential buyer or transferee of the Lessee's interest in the riparian upland property and the existence of this lease and all its terms and conditions and shall complete and execute any documents required by the Lessor to effect an assignment of this lease, if consented to by the Lessor. Failure to do so will not relieve the Lessee from responsibility for full compliance with the terms and conditions of this lease which include, but are not limited to, payment of all fees and/or penalty assessments incurred prior to such act.

10. ASSIGNMENT OF LEASE RENEWAL: This lease renewal shall not be assigned or otherwise transferred without prior written consent of the Lessor or its duly authorized agent. Such assignment or other transfer shall be subject to the terms, conditions and provisions of this lease, current management standards and applicable laws, rules and regulations in effect at that time. Any assignment or other transfer without prior written consent of the Lessor shall be null and void and without legal effect.

11. INDEMNIFICATION/INVESTIGATION OF ALL CLAIMS: The Lessee shall investigate all claims of every nature arising out of this lease at its expense, and shall indemnify, defend and save and hold harmless the Lessor and the State of Florida from all claims, actions, lawsuits and demands arising out of this lease renewal.

12. NOTICES/COMPLIANCE/TERMINATION: The Lessee binds itself, its successors and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Lessee, its successors and assigns. In the event the Lessee fails or refuses to comply with the provisions and conditions herein set forth, or in the event the Lessee violates any of the provisions and conditions herein set forth, and the Lessee fails or refuses to comply with any of said provisions or conditions within twenty (20) days of receipt of the Lessor's notice to correct, this lease may be terminated by the Lessor upon thirty (30) days written notice to the Lessee. If canceled, all of the above-described parcel of land shall revert to the Lessor. All notices required to be given to the Lessee by this lease or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

Puntallana, LLC
311 NW South River Drive
Miami, Florida 33128

The Lessee shall notify the Lessor by certified mail of any change to this address at least ten (10) days before the change is effective.

13. TAXES AND ASSESSMENTS: The Lessee shall assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this lease renewal.

14. NUISANCES OR ILLEGAL OPERATIONS: The Lessee shall not permit the leased premises or any part thereof to be used or occupied for any purpose or business other than herein specified unless such proposed use and occupancy are consented to by the Lessor and the lease is modified accordingly, nor shall Lessee knowingly permit or suffer any nuisances or illegal operations of any kind on the leased premises.

15. MAINTENANCE OF FACILITY /RIGHT TO INSPECT: The Lessee shall maintain the leased premises in good condition, keeping the structures and equipment located thereon in a good state of repair in the interests of public health, safety and welfare. The leased premises shall be subject to inspection by the Lessor or its designated agent at any reasonable time.

Exhibit G Continued

16. NON-DISCRIMINATION: The Lessee shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the area subject to this lease renewal or upon lands adjacent to and used as an adjunct of the leased area.

17. ENFORCEMENT OF PROVISIONS: No failure, or successive failures, on the part of the Lessor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Lessor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

18. PERMISSION GRANTED: Upon expiration or cancellation of this lease renewal all permission granted hereunder shall cease and terminate.

19. RENEWAL PROVISIONS: Renewal of this lease shall be at the sole option of the Lessor. Such renewal shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. In the event that the Lessee is in full compliance with the terms of this lease, the Lessor will begin the renewal process. The term of any renewal granted by the Lessor shall commence on the last day of the previous lease term. In the event the Lessor does not grant a renewal, the Lessee shall vacate the leased premises and remove all structures and equipment occupying and erected thereon at its expense. The obligation to remove all structures authorized herein upon termination of this lease renewal shall constitute an affirmative covenant upon the Lessee's interest in the riparian upland property more particularly described in Attachment B, which shall run with the title to the Lessee's interest in said riparian upland property and shall be binding upon the Lessee and the Lessee's successors in title or successors in interest.

20. REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES: If the Lessee does not remove said structures and equipment occupying and erected upon the leased premises after expiration or cancellation of this lease renewal, such structures and equipment will be deemed forfeited to the Lessor, and the Lessor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Lessee at the address specified in Paragraph 12 or at such address on record as provided to the Lessor by the Lessee. However, such remedy shall be in addition to all other remedies available to the Lessor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

21. REMOVAL COSTS/LIEN ON RIPARIAN UPLAND PROPERTY: Subject to the noticing provisions of Paragraph 20 of this lease, any costs incurred by the Lessor in removal of any structures and equipment constructed or maintained on state lands shall be paid by Lessee and any unpaid costs and expenses shall constitute a lien upon the Lessee's interest in the riparian upland property that is more particularly described in Attachment B. This lien on the Lessee's interest in the riparian upland property shall be enforceable in summary proceedings as provided by law.

22. RIPARIAN RIGHTS/FINAL ADJUDICATION: In the event that any part of any structure authorized hereunder is determined by a final adjudication issued by a court of competent jurisdiction to encroach on or interfere with adjacent riparian rights, Lessee agrees to either obtain written consent for the offending structure from the affected riparian owner or to remove the interference or encroachment within 60 days from the date of the adjudication. Failure to comply with this paragraph shall constitute a material breach of this lease renewal agreement and shall be grounds for immediate termination of this lease renewal agreement at the option of the Lessor.

23. AMENDMENTS/MODIFICATIONS: This lease renewal is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this lease renewal must be in writing, must be accepted, acknowledged and executed by the Lessee and Lessor, and must comply with the rules and statutes in existence at the time of the execution of the modification or amendment. Notwithstanding the provisions of this paragraph, if mooring is authorized by this lease, the Lessee may install boatlifts within the leased premises without formal modification of the lease provided that (a) the Lessee obtains any state or local regulatory permit that may be required; and (b) the location or size of the lift does not increase the mooring capacity of the docking facility.

Exhibit G Continued

24. ADVERTISEMENT/SIGNS/NON-WATER DEPENDENT ACTIVITIES/ADDITIONAL ACTIVITIES/MINOR STRUCTURAL REPAIRS: No permanent or temporary signs directed to the boating public advertising the sale of alcoholic beverages shall be erected or placed within the leased premises. No restaurant or dining activities are to occur within the leased premises. The Lessee shall ensure that no permanent, temporary or floating structures, fences, docks, pilings or any structures whose use is not water-dependent shall be erected or conducted over sovereignty submerged lands without prior written consent from the Lessor. No additional structures and/or activities including dredging, relocation/realignment or major repairs or renovations to authorized structures, shall be erected or conducted on or over sovereignty, submerged lands without prior written consent from the Lessor. Unless specifically authorized in writing by the Lessor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Lessee to administrative fines under Chapter 18-14, Florida Administrative Code. This condition does not apply to minor structural repairs required to maintain the authorized structures in a good state of repair in the interests of public health, safety or welfare; provided, however, that such activities shall not exceed the activities authorized by this agreement.

25. COMPLIANCE WITH FLORIDA LAWS: On or in conjunction with the use of the leased premises, the Lessee shall at all times comply with all Florida Statutes and all administrative rules promulgated thereunder. Any unlawful activity which occurs on the leased premises or in conjunction with the use of the leased premises shall be grounds for the termination of this lease by the Lessor.

26. LIVEABOARDS: The term "liveaboard" is defined as a vessel docked at the facility and inhabited by a person or persons for any five (5) consecutive days or a total of ten (10) days within a thirty (30) day period. If liveaboards are authorized by paragraph one (1) of this lease, in no event shall such "liveaboard" status exceed six (6) months within any twelve (12) month period, nor shall any such vessel constitute a legal or primary residence.

27. GAMBLING VESSELS: During the term of this lease and any renewals, extensions, modifications or assignments thereof, Lessee shall prohibit the operation of or entry onto the leased premises of gambling cruise ships, or vessels that are used principally for the purpose of gambling, when these vessels are engaged in "cruises to nowhere," where the ships leave and return to the state of Florida without an intervening stop within another state or foreign country or waters within the jurisdiction of another state or foreign country, and any watercraft used to carry passengers to and from such gambling cruise ships.

28. FINANCIAL CAPABILITY: To assure the Lessor that the Lessee has the financial capability to undertake and operate the project authorized by this lease, the Lessee certifies to the Lessor as follows: (i) the Lessee is not the subject of a pending bankruptcy proceeding that would prohibit the Lessee from paying its lease fees, on or before the due date, with or without, as applicable, approval from the bankruptcy court or, if appointed, the bankruptcy trustee; (ii) the Lessee has no unsatisfied judgments entered against it that would impair the Lessee's financial capability to undertake and operate the project authorized by this lease; (iii) the Lessee has no delinquent state and local taxes for which it is responsible and that remain outstanding and not in dispute; and (iv) to the best of the Lessee's knowledge, there are no other matters pending or threatened against or affecting the Lessee or the Lessee's interest in the riparian upland property that would impair the Lessee's financial capability to undertake and operate the project authorized by this lease. Any breach of this lease condition shall constitute a default under this lease.

29. SPECIAL LEASE CONDITION: Should a field survey acceptable to the Lessor be required or obtained after the effective date of this lease, the annual lease fees due hereunder shall be adjusted to reflect the increase or decrease in the total preempted area shown by the survey. Any such adjustment shall be effective from the date of the acceptable survey and shall be prospective only. No reimbursement or credit shall be given to the Lessee by the Lessor for overages, and no charge shall be imposed by the Lessor for shortages unless the error resulted from inaccurate information supplied by the Lessee.

Exhibit G Continued

IN WITNESS WHEREOF, the Lessor and the Lessee have executed this instrument on the day and year first above written.

WITNESSES:

[Signature]
Original Signature

TERRI D. GROSS
Print/Type Name of Witness

[Signature]
Original Signature

Kathy C Griffin
Print/Type Name of Witness

BOARD OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF THE STATE
OF FLORIDA

BY: Cheryl C McCall (SEAL)

Cheryl C. McCall, Chief, Bureau of Public Land Administration,
Division of State Lands, State of Florida Department of
Environmental Protection, as agent for and on behalf of the
Board of Trustees of the Internal Improvement Trust Fund of the
State of Florida

"LESSOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 9th day of July, 2018, by
Cheryl C. McCall, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of
Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State
of Florida. She is personally known to me.

APPROVED SUBJECT TO PROPER EXECUTION:

[Signature] 12/18/2017
DEP Attorney Date

[Signature]
Notary Public, State of Florida

Printed, Typed or Stamped Name: KATHY C GRIFFIN
My Commission Expires: Notary Public - State of Florida
Commission # FF 917725
My Comm. Expires Nov 27, 2019
Bonded through National Notary Assn.
Commission/Serial No. _____

Exhibit G Continued

WITNESSES:

[Signature]
Original Signature

Belinda Ortega
Typed/Printed Name of Witness

[Signature]
Original Signature

Belinda Hernández de Ortega
Typed/Printed Name of Witness

Puntallana, LLC, a Florida limited liability company (SEAL)

BY: [Signature]
Original Signature of Executing Authority

Arturo Ortega
Typed/Printed Name of Executing Authority

Manager
Title of Executing Authority

"LESSEE"

STATE OF Florida
COUNTY OF Miami Dade

The foregoing instrument was acknowledged before me this 20 day of June, 2018,
by Arturo Ortega, who is a Manager of Puntallana, LLC, a Florida limited liability company, on behalf of the limited liability
company. He is personally known to me or has produced Florida DL #, as identification.

0632-000-86-254-1

My Commission Expires:

May 23, 2021
Commission/Serial No. GG075226

[Signature]
Signature of Notary Public

Notary Public, State of Florida

Jenny Aguilar
Printed, Typed or Stamped Name

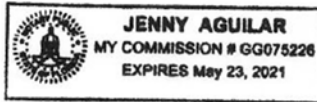


Exhibit G Continued

WITNESSES:

[Signature]
Original Signature

Belinda Ortega
Typed/Printed Name of Witness

[Signature]
Original Signature

Belinda Hernández de Ortega
Typed/Printed Name of Witness

Puntallana, LLC, a Florida limited liability company (SEAL)

BY: [Signature]
Original Signature of Executing Authority

Arturo Ortega Gonzalez
Typed/Printed Name of Executing Authority

Manager
Title of Executing Authority

"LESSEE"

STATE OF Florida

COUNTY OF Miami Dade

The foregoing instrument was acknowledged before me this 20 day of June, 2018, by Arturo Ortega Gonzalez, who is a Manager of Puntallana, LLC, a Florida limited liability company, on behalf of the limited liability company. He is personally known to me or has produced Passport Venezuela, as identification.

#149945215

My Commission Expires:

May 23, 2021

Commission/Serial No. GG075226

[Signature]
Signature of Notary Public

Notary Public, State of Florida

Jenny Aguilar
Printed, Typed or Stamped Name

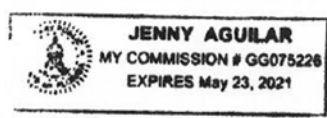


Exhibit H
MOP



OFFICIAL DOCUMENT

Regulatory and Economic Resources
Environmental Resources Management
701 NW 1st Court, 6th Floor
Miami, Florida 33136-3912
T 305-372-6567 F 305-372-6407
miamidade.gov

Permit No: MOP-000405-2019/2020 (B)-GEN
Permit Issued To: PUNTALLANA LLC
Facility Location: 311 NW SOUTH RIVER DR
MIAMI, FL 33136-

Contact Name/Address:
Attn: Arturo Ortega
PUNTALLANA, LLC
848 BRICKELL KEY DR - # 4404
MIAMI, FL 33131-

MARINE FACILITIES
ANNUAL OPERATING PERMIT

DESCRIPTION OF FACILITY/EQUIPMENT

This document, issued under the provisions of Chapter 24, Miami-Dade County Code (Ordinance Number 89-104), shall be valid from 01-OCT-2019 through 30-SEP-2020. The above named permittee, is hereby authorized to operate the marine facility at the above location which consists of the following:

Commercial Boat Docking Facility.

Total wet slips: 4
Total dry slips: 0
Total dry storage spaces: 0
Total commercial vessels: 4
Total recreational vessels: 0
Number of liveaboards: 0
Days of week in operation: 1

This facility is subject to conditions listed below and in the following pages (if any) of this permit.

SPECIFIC CONDITIONS

1. This facility spans 311 and 301 NW South River Drive (Folios 01-0200-010-2040 and 01-0200-010-5010). This permit shall extend to the two adjacent parcels as one facility.
2. If the permittee intends to allow vessels of greater than 100 feet in length to moor at the subject facility, then the facility shall maintain a fender system or functional equivalent which provides at least three (3) feet of standoff from the seawall, bulkhead or wharf under maximum operational compression. This standoff is required in order to prevent manatees from becoming trapped, injured or crushed between a vessel and bulkhead or other structure. The standoff system shall be installed entirely above the mean high water line unless prior written approval is obtained from the Department. No vessel(s) greater than 100 feet in length shall be authorized at this facility at any time without the aforementioned standoff system.
3. Unless otherwise authorized by this Department, repairs, maintenance, fueling, or other industrial activities of any type are not to be performed at this facility.
4. No live-aboard vessels, permanent or transient, shall be permitted to dock at this facility at any time.
5. The maximum number of vessels that may be stored, docked, or moored at this facility may not exceed the number of slips and/or dry storage spaces as referenced above in this Operating Permit. Unless otherwise authorized by DERM, a maximum of one (1) vessel shall be moored in each designated slip. This condition shall not apply to appurtenant vessels such as dinghies and tenders that are associated by ownership, design, and common usage with a primary vessel docked, moored, or stored at



Exhibit H Continued

2019102905254386

00296



Regulatory and Economic Resources
Environmental Resources Management
701 NW 1st Court, 6th Floor
Miami, Florida 33136-3912
T 305-372-6567 F 305-372-6407
miamidade.gov

Permit No: MOP-000405-2019/2020 (B)
Permit Issued To: PUNTALLANA LLC

convenient location adjacent to each fish cleaning station for the disposal of fish carcasses. Permanent signs shall be posted at each cleaning station advising facility patrons of this disposal requirement.

GENERAL CONDITIONS

- 20. The Permittee, by acceptance of this document, agrees to operate and maintain the subject operation so as to comply with the requirements of Chapter 24 of the Code of Miami-Dade County.
21. If for any reason, the Permittee does not comply with or will be unable to comply with any condition or limitation specified on this document the Permittee shall immediately notify and provide the Department with the following information: (a) a description of and cause of non-compliance; and (b) the period of non-compliance including exact dates and times; or, if not corrected, the anticipated time the non-compliance is expected to continue, and steps taken to reduce, eliminate, and prevent recurrence of the non-compliance. The Permittee shall be responsible for any and all damages which may result and may be subject to enforcement action by the Department for penalties or revocation of this document.
22. As provided in Section 24-15 of the Code of Miami-Dade County, the prior written approval of the Department shall be obtained for any alteration to this facility.
23. The issuance of this document does not convey any vested rights or any exclusive privileges. Nor does it authorize any injury to public or private property or any invasion of personal rights, nor any infringement of federal, state or local laws or regulations. Nor does it relieve the permittee from liability for harm or injury to human health or welfare or property.
24. This document is required to be posted in a conspicuous location at the facility site during the entire period of operation.
25. This document is not transferable. Upon sale or legal transfer of the property or facility covered by this document, the Permittee shall notify the Department within thirty (30) days. The new owner must apply for a permit within thirty (30) days. The Permittee shall be liable for any non-compliance of the source until the transferee applies for and receives a transfer of this document.
26. The Permittee, by acceptance of this document, specifically agrees to allow access to the named source at reasonable times by Department personnel presenting credentials for the purposes of inspection and testing to determine compliance with this document and Department rules.
27. This document does not indicate a waiver of or approval of any other Department permit that may be required for other aspects of this facility.
28. This document does not constitute an approval by the Department or certification that the Permittee is in compliance with applicable laws, ordinances, rules or regulations. The Permittee acknowledges that separate enforcement actions may be initiated by the Department and that this document does not constitute compliance with orders issued in conjunction with enforcement actions for correction of violations.
29. Failure to comply with any condition of this document, or the requirements of Chapter 24, Code of Miami-Dade County may subject the Permittee to the penalty provisions of said Chapter including civil judicial penalties up to \$25,000 per day per offense and/or criminal penalties not to exceed \$500 per day or, for violations of Section 24-42.4 Sanitary Sewer Discharge Limitations and Pretreatment Standards not to exceed \$2,000 per day and/or sixty (60) days in jail.



Exhibit H Continued



Carlos A. Gimenez, Mayor

Department of Regulatory and Economic Resources
Environmental Resources Management
701 NW 1st Court, 6th Floor
Miami, Florida 33136-3912
T 305-372-6567 F 305-372-6407
miamidade.gov

October 1, 2019

DERM Annual Operating Permit Renewal – Marine Facilities

Dear customer:

Thank you for submitting your Marine Facilities Operating Permit (MOP) renewal for the 2019-2020 permit cycle. Enclosed you will find the issued MOP for your facility.

Please take note that some Specific Conditions of your permit may have been revised and/or re-ordered in sequence from how they previously appeared on the permit. In addition, new permit conditions have been added, and in some cases, old ones removed due to duplicate language or no longer being applicable.

Please take a few moments to review the enclosed permit to become familiar with any changes.

As a reminder, unless otherwise authorized or acknowledged by DERM, activities such as vessel fueling (including via mobile service), vessel repairs, or other similar industrial-type activities are prohibited.

As always, the facility should be operated in accordance with the issued MOP and all associated permit conditions and applicable Best Management Practices (BMPs). Maintaining proper housekeeping is an important aspect of managing your facility and being in compliance with your operating permit.

Please have a copy of the permit posted in a conspicuous location at the facility as required by the MOP and as deemed appropriate by DERM staff.

Please feel free to contact us at 305-372-6575 if you have any questions or concerns about your MOP.

Sincerely,

DERM Marine Facilities Program



Exhibit I
Article 4, Table 4 (D3)

MIAMI 21
AS ADOPTED - JANUARY 2018

ARTICLE 4. TABLE 3 BUILDING FUNCTION: USES

	T3 SUB-URBAN			T4 URBAN GENERAL			T5 URBAN CENTER			T6 URBAN CORE			C CIVIC			D DISTRICTS		
	R	L	O	R	L	O	R	L	O	R	L	O	CS	CI	CI-HD	D1	D2	D3
DENSITY (UNITS PER ACRE)	9	9	18	36	36	36	65	65	65	150*	150*	150*	N/A	AZ**	150*	36	N/A	N/A
RESIDENTIAL																		
SINGLE FAMILY RESIDENCE	R	R	R	R	R	R	R	R	R	R	R	R						
COMMUNITY RESIDENCE	R	R	R	R	R	R	R	R	R	R	R	R		R				
ANCILLARY UNIT		R		R	R	R	R	R	R	R	R	R						
TWO FAMILY RESIDENCE			R	R	R	R	R	R	R	R	R	R						
MULTI FAMILY HOUSING				R	R	R	R	R	R	R	R	R		R				
DORMITORY				E	E	E	R	R	R	R	R	R		E	R			
HOME OFFICE	R	R	R	R	R	R	R	R	R	R	R	R			R			
LIVE - WORK				R	R		R	R		R	R				R			
WORK - LIVE															R			
LODGING																		
BED & BREAKFAST				W	R	R	E	R	R	E	R	R			R	R		
INN						R		R	R	E	R	R			R	R		
HOTEL								R	R		R	R			R			
OFFICE																		
OFFICE					R	R		R	R		R	R		E	R	R	R	W
COMMERCIAL																		
AUTO-RELATED COMMERCIAL ESTAB.									W		W	W				R	R	
ENTERTAINMENT ESTABLISHMENT						R		W	R		R	R				R	R	
ENTERTAINMENT ESTAB. - ADULT																	R	
FOOD SERVICE ESTABLISHMENT					R	R		R	R	W	R	R	W	E	R	R	R	W
ALCOHOL BEVERAGE SERVICE ESTAB.					E	E		E	E		E	E			E	E	E	E
GENERAL COMMERCIAL					R	R		R	R	W	R	R	E	E	R	R	R	W
MARINE RELATED COMMERCIAL ESTAB.								W	W		W	W	E			R	R	R
OPEN AIR RETAIL								W	W		W	W	W	E	R	R	R	W
PLACE OF ASSEMBLY								R	R		R	R		E	E	R	R	W
RECREATIONAL ESTABLISHMENT								R	R		R	R		E	R	R	R	W
CIVIC																		
COMMUNITY FACILITY					W	W		W	W		W	W	W	E	W	R	R	
RECREATIONAL FACILITY	E	E	E	E	R	R	E	R	R	E	R	R	W	E	W	R	R	
RELIGIOUS FACILITY	E	E	E	E	R	R	E	R	R	E	R	R	W	E	R	R	R	W
REGIONAL ACTIVITY COMPLEX												E		E	E			
CIVIL SUPPORT																		
COMMUNITY SUPPORT FACILITY					W	W		W	W		W	W		E	E	R	R	W
INFRASTRUCTURE AND UTILITIES	W	W	W	W	W	W	W	W	W	W	W	W	W	E	W	W	R	W
MAJOR FACILITY														E	R	E	E	E
MARINA				E	W	W	E	W	W	E	W	W	R	E		R	R	R
PUBLIC PARKING					W	W	E	W	W	E	W	W		E	R	R	R	W
RESCUE MISSION														E	R	E	W	W
TRANSIT FACILITIES					W	W	E	W	W	E	W	W		E	R	R	R	W
EDUCATIONAL																		
CHILDCARE				E	W	W	E	W	W	W	W	W	E	E	R	E		
COLLEGE / UNIVERSITY								W	W		W	W		E	R	E		
ELEMENTARY SCHOOL	E	E	E	E	E	E	E	W	W	E	W	W		E	R	E		
LEARNING CENTER					E	E		R	R		R	R	E	E	R	E		
MIDDLE / HIGH SCHOOL	E	E	E	E	E	E	E	W	W	E	W	W		E	R	E		
PRE-SCHOOL	E	E	E	E	E	E	E	R	R	E	R	R		E	R	E		
RESEARCH FACILITY					R	R		R	R		R	R		E	R	R	R	W
SPECIAL TRAINING / VOCATIONAL						E		W	W		W	W		E	R	R	R	W
INDUSTRIAL																		
AUTO-RELATED INDUSTRIAL ESTBL																R	R	W
MANUFACTURING AND PROCESSING																R	R	W
MARINE RELATED INDUSTRIAL ESTBL																R	R	R
PRODUCTS AND SERVICES																R	R	W
STORAGE/ DISTRIBUTION FACILITY																R	R	W

R Allowed By Right
W Allowed By Warrant: Administrative Process - CRC (Coordinated Review Committee)
E Allowed By Exception: Public Hearing - granted by PZAB (Planning, Zoning & Appeals Board)
Boxes with no designation signify Use prohibited.

Uses may be further modified by Supplemental Regulations, State Regulations, or other provisions of this Code. See City Code Chapter 4 for regulations related to Alcohol Beverage Service Estab.

* Additional densities in some T6 zones are illustrated in Diagram 9.

** AZ: Density of lowest Abutting Zone

Exhibit I cont.
Article 4, Table 4 (D3)

MIAMI 21

ARTICLE 4. TABLE 4 DENSITY, INTENSITY AND PARKING (CONTINUED)

AS ADOPTED - JANUARY 2018

D - DISTRICT

	D1 - WORK PLACE	D2 - INDUSTRIAL	D3 - WATERFRONT INDUSTRIAL
DENSITY (UPA)	36 UNITS PER ACRE	N/A	N/A
COMMERCIAL	<p>Commercial Uses are permissible as listed in Table 3, limited by compliance with:</p> <ul style="list-style-type: none"> • Minimum of 3 parking spaces for every 1,000 sf of commercial space, except for Public Storage Facilities, minimum 1 parking space for every 10,000 square feet with a minimum of 8 parking spaces. • Parking requirement may be reduced according to the Shared Parking Standard, Article 4, Table 5, except for Public Storage Facilities. • Minimum of 1 Bicycle Rack Space for every 20 vehicular spaces required. • Except for sites within 500 feet of an ungated T3 Transect Zone, the parking ratio may be reduced within a TOD area or within a Transit Corridor area by up to thirty percent (30%) by process of Waiver; by up to fifty percent (50%) by process of Waiver and payment into a transit enhancement Trust Fund, as established by Chapter 35 of the City Code; or by one hundred percent (100%) for any Structure with a Floor Area of ten thousand (10,000) square feet or less. • Drive-Thru or Drive-In Facilities - Refer to Article 6. • Parking may be provided by ownership or lease offsite within 1000 feet and in Transect Zone D by process of Waiver. • Loading - See Article 4, Table 5 	<p>Commercial Uses are permissible as listed in Table 3, limited by compliance with:</p> <ul style="list-style-type: none"> • Minimum of 3 parking spaces for every 1,000 sf of commercial space, except for Public Storage Facilities, minimum 1 parking space for every 10,000 square feet with a minimum of 8 parking spaces. • Parking requirement may be reduced according to the Shared Parking Standard, Article 4, Table 5, except for Public Storage Facilities. • Minimum of 1 Bicycle Rack Space for every 20 vehicular spaces required. • Except for sites within 500 feet of an ungated T3 Transect Zone, the parking ratio may be reduced within a TOD area or within a Transit Corridor area by up to thirty percent (30%) by process of Waiver; by up to fifty percent (50%) by process of Waiver and payment into a transit enhancement Trust Fund, as established by Chapter 35 of the City Code; or by one hundred percent (100%) for any Structure with a Floor Area of ten thousand (10,000) square feet or less. • Drive-Thru or Drive-In Facilities - Refer to Article 6. • Parking may be provided by ownership or lease offsite within 1000 feet and in Transect Zone D by process of Waiver. • Loading - See Article 4, Table 5 	<p>Commercial Uses are permissible as listed in Table 3, limited by compliance with:</p> <ul style="list-style-type: none"> • Minimum of 3 parking spaces for every 1,000 sf of commercial space, except for Public Storage Facilities, minimum 1 parking space for every 10,000 square feet with a minimum of 8 parking spaces. • Parking requirement may be reduced according to the Shared Parking Standard, Article 4, Table 5, except for Public Storage Facilities. • Minimum of 1 Bicycle Rack Space for every 20 vehicular spaces required. • Except for sites within 500 feet of an ungated T3 Transect Zone, the parking ratio may be reduced within a TOD area or within a Transit Corridor area by up to thirty percent (30%) by process of Waiver; by up to fifty percent (50%) by process of Waiver and payment into a transit enhancement Trust Fund, as established by Chapter 35 of the City Code; or by one hundred percent (100%) for any Structure with a Floor Area of ten thousand (10,000) square feet or less. • Drive-Thru or Drive-In Facilities - Refer to Article 6. • Parking may be provided by ownership or lease offsite within 1000 feet and in Transect Zone D by process of Waiver. • Loading - See Article 4, Table 5
CIVIC	<p>Civic Uses are permissible as listed in Table 3, limited by compliance with:</p> <ul style="list-style-type: none"> • Minimum of 1 parking space for every 5 seats of assembly uses. • Minimum of 1 parking space for every 1,000 sf of exhibition or recreation space, and parking spaces for other Uses as required. • Parking requirement may be reduced according to the Shared Parking Standard, Article 4, Table 5. • Minimum of 1 Bicycle Rack Space for every 20 vehicular spaces required. • Except for sites within 500 feet of an ungated T3 Transect Zone, the parking ratio may be reduced within a TOD area or within a Transit Corridor area by up to thirty percent (30%) by process of Waiver; by up to fifty percent (50%) by process of Waiver and payment into a transit enhancement Trust Fund, as established by Chapter 35 of the City Code; or by one hundred percent (100%) for any Structure with a Floor Area of ten thousand (10,000) square feet or less. • Parking may be provided by ownership or lease offsite within 1000 feet and in Transect Zone D by process of Waiver. • Loading - See Article 4, Table 5 	<p>Civic Uses are permissible as listed in Table 3, limited by compliance with:</p> <ul style="list-style-type: none"> • Minimum of 1 parking space for every 5 seats of assembly uses. • Minimum of 1 parking space for every 1,000 sf of exhibition or recreation space, and parking spaces for other Uses as required. • Parking requirement may be reduced according to the Shared Parking Standard, Article 4, Table 5. • Minimum of 1 Bicycle Rack Space for every 20 vehicular spaces required. • Except for sites within 500 feet of an ungated T3 Transect Zone, the parking ratio may be reduced within a TOD area or within a Transit Corridor area by up to thirty percent (30%) by process of Waiver; by up to fifty percent (50%) by process of Waiver and payment into a transit enhancement Trust Fund, as established by Chapter 35 of the City Code; or by one hundred percent (100%) for any Structure with a Floor Area of ten thousand (10,000) square feet or less. • Parking may be provided by ownership or lease offsite within 1000 feet and in Transect Zone D by process of Waiver. • Loading - See Article 4, Table 5 	<p>Civic Uses are permissible as listed in Table 3, limited by compliance with:</p> <ul style="list-style-type: none"> • Minimum of 1 parking space for every 5 seats of assembly uses. • Minimum of 1 parking space for every 1,000 sf of exhibition or recreation space, and parking spaces for other Uses as required. • Parking requirement may be reduced according to the Shared Parking Standard, Article 4, Table 5. • Minimum of 1 Bicycle Rack Space for every 20 vehicular spaces required. • Except for sites within 500 feet of an ungated T3 Transect Zone, the parking ratio may be reduced within a TOD area or within a Transit Corridor area by up to thirty percent (30%) by process of Waiver; by up to fifty percent (50%) by process of Waiver and payment into a transit enhancement Trust Fund, as established by Chapter 35 of the City Code; or by one hundred percent (100%) for any Structure with a Floor Area of ten thousand (10,000) square feet or less. • Parking may be provided by ownership or lease offsite within 1000 feet and in Transect Zone D by process of Waiver. • Loading - See Article 4, Table 5

Exhibit J Transit Corridor Diagram

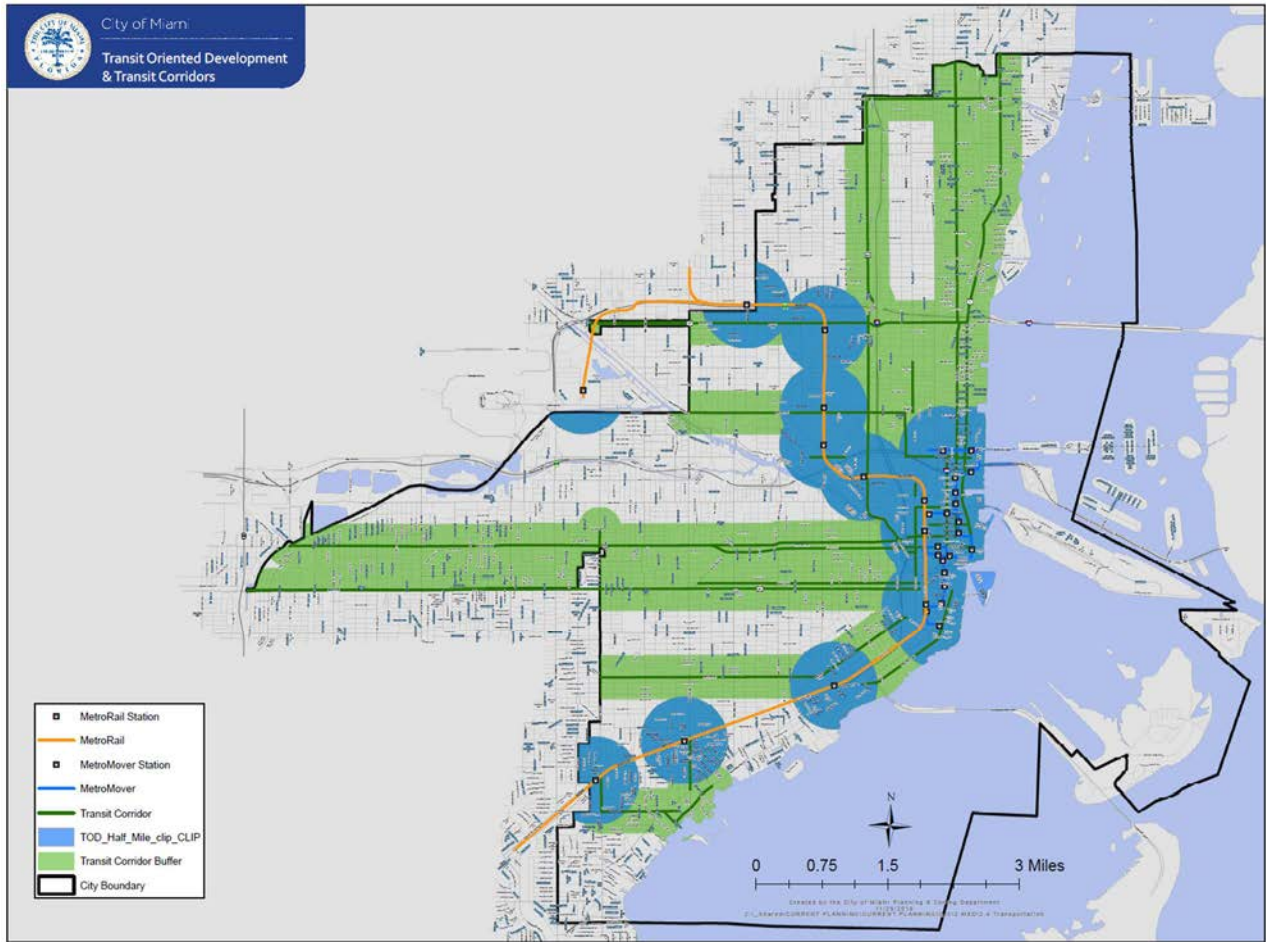
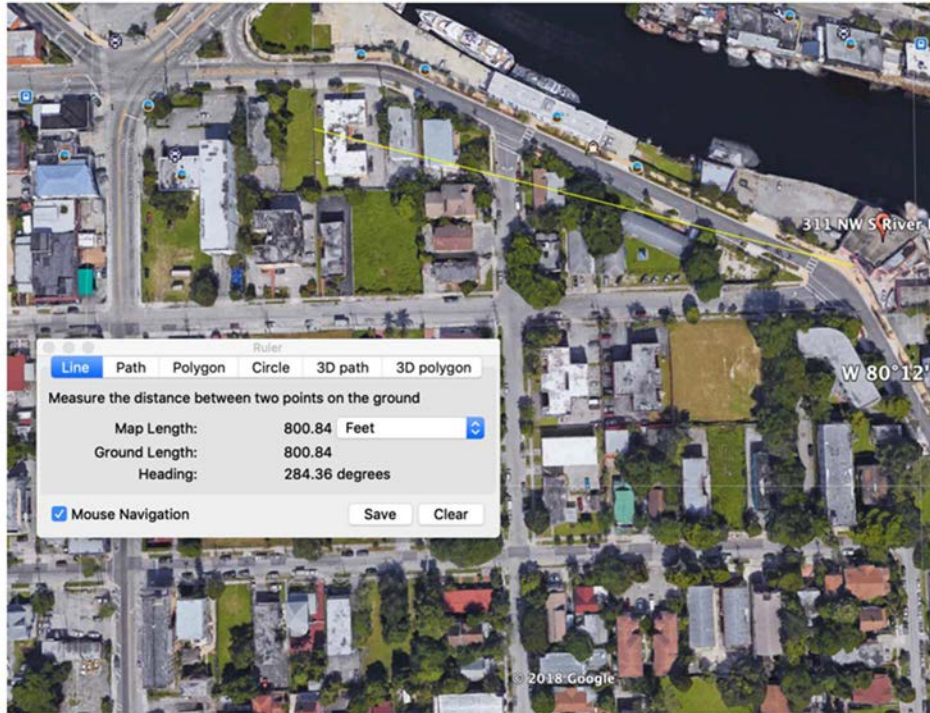


Exhibit L
Map Identifying Potential Parking Locations

Address 742 NW 4th Street



Address 720 NW 2nd Street

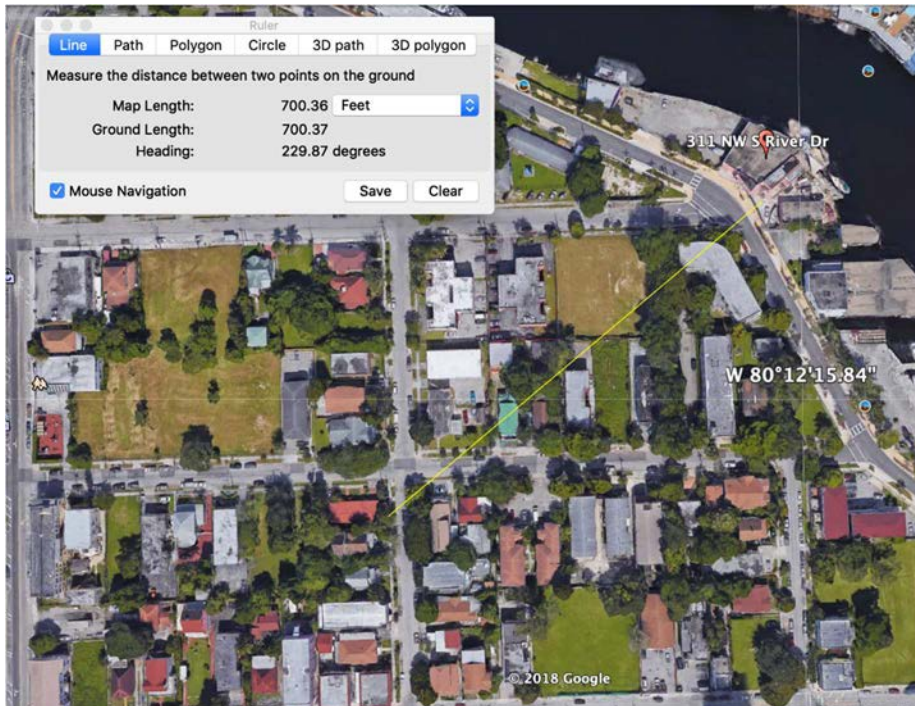


Exhibit M
Section 3.11 of Miami 21

MIAMI 21
AS ADOPTED - JANUARY 2018

ARTICLE 3. GENERAL TO ZONES

3.11 WATERFRONT STANDARDS

In addition to the Miami City Charter requirements, the following Setback, walkways and waterfront standards shall apply to all waterfront properties within the City of Miami, except as modifications to these standards for all waterfront properties may be approved by the City Commission pursuant to the procedures established in the City Charter.

All Miami riverfront properties shall include water-related uses across all Transect Zones except T3.

a. Waterfront Setbacks

1. Waterfront Setbacks shall be a minimum of fifty (50) feet measured from the mean high water line provided along any waterfront, except where the depth of the Lot is less than two-hundred (200) feet the Setback shall be a minimum of twenty-five percent (25%) of the Lot depth; and except for T3, T4-R, D1, D2 and D3 Transect Zones where a minimum Setback of twenty (20) feet shall be provided, except where the depth of the Lot is less than eighty (80) feet the Setback shall be a minimum of twenty-five percent (25%) of the Lot depth. These requirements shall not apply to Marine Related Industrial Establishments along the Miami River. Within D1, D2 and D3 Transect Zones facilities may span across man-made slips with a Structure to conduct marine-related commercial and industrial activities.
2. Side Setbacks shall be equal in aggregate to at least twenty-five percent (25%) of the water frontage of each Lot based on average Lot Width, to allow View Corridors open from ground to sky and to allow public access to the waterfront; except for T3, T4-R, D1, D2 and D3 Transect Zones.

b. Waterfront Walkways Design Standards:

1. Waterfront walkways shall be designed and constructed within the waterfront Setbacks in accordance with these Waterfront Walkway Design Standards and should remain open to public access during all times, but at a minimum, shall remain open to the public between 6am through 10pm. Waterfront walkways are not required within Transect Zones T3, T4-R, D1, D2 and D3 unless the site is a new Commercial retail, Office or restaurant Use.
2. Waterfront walkways shall feel public, meet all Americans with Disabilities Act (A.D.A.) requirements throughout the entire length of the waterfront walkway and provide unobstructed visual access to the water.
3. Waterfront walkways shall connect to abutting public walkways, neighboring walkways, and Open Space at a consistent A.D.A. compliant width and grade to allow clear pedestrian circulation along the water's edge.
4. The waterfront walkway surface shall remain at a constant elevation and be accessible to handicapped persons throughout the entire length of the waterfront walkway. Walkways should have a slight grade away from the bulkhead edge for stormwater retention within the transition zone.
5. The total width of a waterfront walkway shall be a minimum of twenty-five (25) feet and built to the standards and guidelines outlined in Waterfront Design Guidelines, on Appendix B.

Steven J. Wernick, Esq. AICP

WERNICK & Co, PLLC
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Miami FL | 33137
sjw@wernickco.com

November 23, 2019

VIA ELECTRONIC & HAND DELIVERY

Brett Bibeau
Managing Director
Miami River Commission
1407 NW 7 St. Suite D
Miami, FL 33125

RE: Letter of Intent - 301 & 311 NW South River Drive
Presentation to Miami River Commission for Consideration of:
 New Construction of Marine-Related Commercial
 Building and Adaptive Use of Existing Structure as
 Ancillary Food Service Establishment

Dear Mr. Bibeau,

Wernick & Co, PLLC represents Puntallana, LLC ("Applicant"), the owner of the properties located at 301 & 311 NW South River Drive,¹ along the south side of the Lower Miami River in the Riverside Neighborhood of Little Havana (the "Subject Property").

Applicant is proposing to improve and re-activate the subject Property, including construction of a new 6-story marine-related commercial building to contribute to the working waterfront economy of the Miami River & renovation and adaptive use of an existing 2-story warehouse building for use as a food service establishment with indoor/outdoor dining (the "Project").

At its November 14, 2019 meeting, the Miami River Commission Urban Infill Subcommittee received a presentation from the Applicant and recommended approval of the Project with suggested conditions and modifications to the site plans, as detailed further below. The Applicant has taken these comments into consideration and submits this revised letter of intent along with updated site plans incorporating additional information and proposed site improvements consistent with the Miami River Corridor Infill Plan and compatible with the working waterfront character articulated through the Port of Miami River Element of the Miami Comprehensive Neighborhood Plan, Miami 21 Zoning Code, and other local, state, and federal regulations.

¹ The Subject Property has the following corresponding tax folio numbers: 01-0200-010-2040; 01-0200-010-5010.

EXISTING CONDITIONS. The Subject Property is an irregular shaped waterfront site, comprising in total approximately .38 acres, along NW South River Drive, north of the Flagler Street bridge and south of the NW 5th Street bridge, at a point fronting the Miami River facing eastward before the Miami River bends to the west. See the Boundary and Topographic Survey attached as *Exhibit A*.

The existing structure at the 301 Site is a 1-story warehouse of approximately 2,425 square feet of floor area. Records from the Miami-Dade Property Appraiser indicate that the existing structure was built in 1946. The existing 2-story structure at the 311 Site is currently vacant and underutilized. Records from the Miami-Dade Property Appraiser indicate that the existing warehouse structure was built in 1951. The Subject Property was previously used in conjunction with a fishery business that has since left the area. See information from the Miami-Dade County Property Appraiser attached as *Exhibit B*.

The Subject Property is located between two existing commercial and waterfront industrial sites. Directly to the south of the Subject Property is La Coloma Marina; immediately to the north of the Subject Property is Miami River Lobster & Stone Crab.

The Subject Property has a relatively shallow depth between the frontage along NW South River Drive and the existing seawall (93' at its shortest). The existing structures were built very close to the River and the structure located at 311 NW South River Drive has structural columns situated as close as 4 feet from the seawall edge. There is currently no formal Riverwalk constructed nor public access to the Miami River on the Subject Property (nor on the adjacent properties described above). However, this section of NW South River Drive is improved with the on-street Miami River Greenway, which includes well-placed signage and sidewalks in good physical condition.

The Subject Property is classified as *Industrial* on the City's Future Land Use Map (FLUM); and is located within the *D3* (Waterfront Industrial) Transect Zone on the City's Zoning Atlas. See excerpt of the FLUM attached as *Exhibit C*. See excerpt of the Zoning Atlas attached as *Exhibit D*.

PROJECT DESCRIPTION. As detailed on the plans prepared by DLW Architects (dated November 19, 2019), the Project includes demolition of the existing 1-story warehouse and construction of a new primary use marine-related 6-story custom-made commercial building at 301 NW South River Drive, accompanied by the restoration of the existing 2-story structure at 311 NW South River Drive to be renovated and adapted for use as an ancillary food service establishment. The buildings will complement one another with a spacious hardscaped open space courtyard accessible to the public from NW South River Drive.

The Applicant has signed a lease with NuMarine to be the tenant of the new 6-story marine-related custom-made commercial building developed *specifically* for its marine-related business, relocating its Miami footprint and corporate sales office from Doral to the Lower Miami River.

NuMarine is a premier yacht builder headquartered in Europe and doing business around the world, with a reputation for designing and developing state of the art motor yachts. From its corporate website:

“Continuing to impress the motor- yachting world with ground breaking and innovative designs. Numarine is the number one choice for owners who value individualism with the need to stand out in the crowd. ... The highly creative in-house design team will work with you to create the perfect concept and decor suited to your needs. Numarine uses the very latest in vacuum infusion technology and composite materials to produce an extremely rigid, lightweight and incredibly strong hulls keeping ahead of the game.”

The ground floor will include a yacht sales center - with direct rear access by employees and customers to the waterfront to view and tour yachts that might be moored on site, and anticipates including a mechanic’s shop for customer boat repairs and service. The upper floors will blend the sales center with supportive office space and back of house functions.² The building façades are presented with ample glazing adorned with a green wall system. The plans include a significant increase in the number of trees and landscaping on site from what currently exists today.

At 311 NW South River Drive, the Applicant is proposing to retain and renovate the existing structure, integrating a food service establishment on the ground floor.³ The portion of the building closest to the rear property line—previously walled off from the Miami River—is being converted into a modest covered terrace dining area and enhanced access to the waterfront.

The Project includes a family-friendly rooftop observation deck that has views of the Miami River and yachts moored here in connection with the sales center, intended to enhance public interaction with the waterfront and invite locals and visitors alike to experience the Miami River and all it has to offer. However, the Applicant has committed to restricting outdoor dining to the ground level. There will be no outdoor seating area or alcohol sales on the roof deck, as reiterated by the Applicant at the November 14th MRC Infill Subcommittee meeting.

The Project incorporates modern design elements into the footprint of the existing building. Formerly blank walls are being opened with increased glazing on all facades and bifold glass doors leading outside. The Project also introduces color with freshly painted stucco, green wall elements, and metal awnings. Introduction of significant on-site landscaping—where none currently exists on the industrial use site—will further transform this building into an inviting, appealing place to enjoy the riverfront.

² The building proposed to be constructed at 301 NW S River Drive and the marine-related commercial establishment is by Right within the D3 transect zone, and will proceed under separate permit from 311 NW S River Drive.

³ Use is permitted by Warrant in the D3 Transect Zone per Miami 21 Article 4, Table 3.

Finally, the Applicant is further promoting a sustainable working waterfront. In addition to construction of the new 6-story marine related building at the 301 Site, the plans include repair of the existing seawall, a new bulkhead, and new mooring cleats, under separate permit.

COMPLIANCE WITH CITY OF MIAMI COMPREHENSIVE PLAN, MIAMI 21 ZONING CODE AND THE MIAMI RIVER CORRIDOR URBAN INFILL PLAN. The Applicant has been cognizant and respective of the relevant standards and guidelines as applied to the Project given its context within the D3 transect zone along the Lower Miami River.

- ***Consistency with the Port of Miami River Element of the Miami Comprehensive Neighborhood Plan.*** The Miami Comprehensive Neighborhood Plan (MCNP) establishes goals objectives and policies to guide future use and development. The Port of Miami River Element places an emphasis on maintaining a working waterfront character along the River while encouraging the use and improvement of private property to facilitate growth and evolution of neighborhoods over time. The Port of Miami River Element encourages restaurants as ancillary to working waterfront sites. See excerpt from the Port of Miami River Element attached as *Exhibit E*. The Project provides that essential balance – adding new marine related use building to the working waterfront economy while also activating an existing structure for ancillary food service establishment, consistent with the goals, objectives and policies of the Port of Miami River Element for this portion of the Miami River.

Policy PA 3.1.8 requires a no net loss of recreational wet slips along the Miami River. Based on tenant’s proposed use of the Subject Property, yachts will be moored along the seawall behind both properties and the Project will maintain the four (4) wet slips per the submerged land lease for the benefit of the Subject Property with the State of Florida (BOT File No. 130030976) (“Submerged Land Lease”),⁴ and in accordance with the existing Marine Operating Permit (MOP No. 000405-2019/2020), which provides for 4 wet slips, which are proposed to remain primarily for operation by NuMarine. See the Submerged Land Lease, attached as *Exhibit G*. See MOP, attached as *Exhibit H*.

Policy PA-3.1.9 of the MCNP requires “new residential development and redevelopment located along the Miami River [to submit] a recorded covenant acknowledging and accepting the presence of the existing Working Waterfront 24-hour operations as permitted.”

- ***Acknowledgement of Working Waterfront and Maintaining the Federal Navigable Channel.*** Here the Project does not propose nor is residential development permitted within the D3 transect zone; Applicant is proposing to maintain and reactivate the Working Waterfront use. Although a declaration of restrictive covenants is not required for this Project, Applicant recognizes and acknowledges the importance of maintaining the Working Waterfront

⁴ Applicant’s current sovereign submerged lands lease from the State of Florida permits the mooring of four (4) vessels alongside the shared seawall behind the Subject Property, consistent with the Marine Operating Permit. Both the Submerged Land Lease and the Marine Operating Permit contain specific operating conditions and restrictions to protect the navigable channel.

and the federal navigable channel, and to further accommodate the Miami River Marine Group and recommendations from the Miami River Commission Urban Infill Subcommittee, Owner hereby acknowledges and agrees to the following:

- (a) not to object or otherwise attempt to impede any legally permitted Working Waterfront 24-hour operations; and
 - (b) to provide all future tenants and prospective owners of the Property notice of the existing Working Waterfront 24-hour operations and will include a provision to agree not to object to legally permitted Working Waterfront 24-hour operations in each lease; and
 - (c) that it is solely the Owner's responsibility to design its structures to accommodate legally permitted Working Waterfront 24-hour operations; and
 - (d) that it will not pursue any claims for liability, loss or damage, whether through litigation or otherwise, against permittees engaging in Working Waterfront 24-hour operations, related to, noise, smoke, fumes, federally regulated bridge openings, and/or other quality of life issues that might result from legally permitted Working Waterfront 24-hour operations; and
 - (e) Owner agrees to maintain the existing number of recreational wet-slips along the Miami River, under the Submerged Land Lease (BOT File No. 130030976) and the Marine Facilities Operating Permit (MOP No. 000405-2019/2020), except as required by the United States Coast Guard, the Miami-Dade County Department of Regulatory and Economic Resources, or as required by other regulating agencies with appropriate jurisdiction.
- ***Consistency with Miami River Corridor Urban Infill Plan.*** The Miami River Corridor Urban Infill Plan (the "Plan") was produced in 2002 for the Miami River Commission and continues to serve as a framework for redevelopment along the Miami River. The Plan provides a vision for the Miami River in sections – the Lower River, Middle River, and Upper River. Notably, unlike several of the projects that have been considered by the MRC and neighborhood associations in recent years, the Subject Property is located within the "Lower River" Section. The Plan calls for mid-rise development, medium to high density and mixed-use is encouraged. "The first floor of new developments should incorporate businesses which interact with the Greenway, such as restaurants, cafes, fresh fish markets, etc." Furthermore, in the *Vision for the River*, with respect to East Little Havana, the Plan notes the waterfront industrial zoning (today D3). But also calls for ancillary commercial uses, inclusive of restaurants, as ancillary to water-dependent uses, as a means to "increase the economic vitality" and "enliven the Greenway." See excerpts from the Miami River Corridor Urban Infill Plan, attached as *Exhibit F*.

Here, the Project proposes to introduce a new marine-related commercial use and tenant with worldwide presence and respected in the industry, creating jobs and expanding on the working waterfront. The Project maintains a strong working connection to the River. Yachts will be

moored along the seawall behind both properties per Applicant's Submerged Land Lease and MOP Permit.

In addition, as a secondary use, the Project will convert an existing vacant building into a restaurant without expanding the footprint or incorporating surrounding parcels into the use, and the Project's site layout is designed to seamlessly integrate with Applicant's yacht sales center through a cohesive landscape/hardscape component, resulting in a publicly accessible courtyard experience fronting directly on the Miami River, looking east towards Lummus Park. With a functioning Miami River Greenway component along NW South River Drive, the Project is proposing to enhance connectivity for pedestrians and cyclists and access to the waterfront – that does not exist today – consistent with the Lower River Section guidelines and the Vision for the River as it pertains to the waterfront industrial areas in East Little Havana.

- ***Uses are Permitted within D3 Transect Zone.*** The D3 Transect Zone in Miami 21 is intended specifically as a waterfront industrial zone. The D3 transect zone prohibits any residential or lodging uses; only a handful of uses are permitted by right, which includes marine related commercial establishments; other uses, including food service establishments, are permitted by Warrant. See Article 4, Table 3 attached as *Exhibit I*.

The Project complies with the D3 transect zone and *Industrial* future land use classification maintained by the City of Miami for this Property. No zoning changes or public hearing applications are contemplated under Miami 21. The marine-related commercial use is 'By Right'. The proposed food service establishment for 311 NW S. River Drive, is permitted by Warrant and ancillary use to the marine-related commercial use proposed for 301 NW S River Drive.

- ***Compliance with Miami 21 Parking Requirements.*** Pursuant to Miami 21, the Project as presented does not require on-site parking.

Pursuant to Article 4, Table 4 of Miami 21, buildings less than 10,000 square feet in floor area, if "located within a designated Transit Corridor and not within 500 feet of an ungated T3 zone", are exempt from parking space requirements. See Article 4, Table 4 attached as *Exhibit I*.

- For 301 NW S River Drive, the Project is below 10,000 square feet in floor area and within ¼ mile of a Transit Corridor and well beyond 500 feet of a T3 zone (nearest T3 zone approximately 1350 feet away), and thus qualifies for a by Right exemption from parking requirements under Art 4, Table 4. See Transit Corridor Diagram attached as *Exhibit J*. See aerial map diagram showing distance from Subject Property to nearest T3 Zone, attached as *Exhibit K*.

Pursuant to Article 7.2.8 of Miami 21, "where existing off-street parking is nonconforming to the requirements of this Code or any other City Standards to any Use permitted in the transect zone Adaptive Use shall not require the provision of additional parking or on-site stormwater retention or detention."

- For 311 NW S River Drive, the applicant proposes an adaptive reuse of an existing non-conforming structure, with no new floor area being constructed on site. Therefore, under Article 7.2.8, there is no zoning requirement for additional parking on the Subject Property associated with the proposed use of the structure as a restaurant. Additionally as indicated above, the outdoor dining area does not trigger any additional parking requirement under Miami 21.

Note, although the Project does not technically require additional parking spaces be provided for zoning compliance under Miami 21, the Applicant is making arrangements for valet parking service and will commit to providing an off-site surface parking lot location within 1,000 feet of the site. Visitors will also have access to on-street parking in the area. See map identifying potential parking locations attached as *Exhibit L*.

- ***Applicability of Sec. 3.11 Waterfront design guidelines.*** Within the D3 transect zone, marine-related commercial facilities are expressly not required to introduce a Riverwalk component pursuant to Section 3.11 because of active commercial /industrial access to and from the water to the upland building improvements;
 - Section 3.11 of Miami 21 sets forth waterfront design guidelines applicable to properties with a property line abutting the Miami River, including policies related to Waterfront Setbacks and Walkway Design Standards (ie “Riverwalk” Standards). See Section 3.11 of Miami 21 attached as *Exhibit M*.
 - *Waterfront Setbacks.* With respect to Section 3.11.a., in D3 transect zones, a minimum setback of 20 feet is required typically, except where depth of the Lot is less than eighty (80) feet, where the setback shall be a minimum of 25%.
 - Here, with respect to the 301 Site being developed for new construction, the Project is providing a minimum rear setback exceeding 20 feet in depth. For the 311 Site, the existing building is a legally nonconforming structure, with a rear setback dimension from structural columns remaining within 4+ feet of the seawall. The Project includes maintaining the existing structure with partial demolition of the rear façade that will expand the rear setback on the ground floor in certain portions of the site, to bring the building further into compliance with waterfront setback standards. However, there are several structural columns which will remain in place.
 - *Waterfront Walkways.* Section 3.11.b.1 requires Waterfront Walkways to be designed and constructed within waterfront setbacks in accordance with specific design criteria and to be open to the public at a minimum between 6am and 10pm. However, Section 3.11.b.1 explicitly states that Waterfront Walkways are not required within the D3 Transect Zone, except for sites introducing specific new uses, including “restaurant [u]se”. Furthermore, in Section 3.11.b.2., where required, “[w]aterfront walkways shall feel public, meet all Americans with Disabilities Act (ADA) requirements throughout the entire length of the waterfront walkway...” Pursuant to Section 3.11.b.5, total width “shall be a minimum of

twenty-five feet and built to the standards and guidelines outlined in Waterfront Design Guidelines, on Appendix B.

- Here, the 301 Site is a marine-related commercial establishment use in a D3 transect zone and therefore a Waterfront Walkway is clearly Not required.
 - At 311 NW South River Drive, the existing building is being proposed to remain. No new floor area or development will be occurring. Although the Code suggests proposed Use as the restaurant would contemplate a Riverwalk to be incorporated, the existing building to remain has an existing structural column located in a manner that leaves only 4 feet in width between the column and seawall. Because there is less than 5 feet in clear path, the conditions would not generally comply with American with Disability Act of 1990 (ADA Compliance). This could make it difficult to obtain a permit and/or acquire adequate insurance on the subject Property. The physical site constraints with existing nonconforming structure would make compliance with minimum width and other criteria in Section 3.11.b and the guidelines outlined in Appendix B practically impossible.
 - Furthermore, a Riverwalk would present no active connection points for public access immediately south or north of the Subject Property – including the property owner to the south maintains exclusive riparian rights to the submerged land.
- Enhancement of Public Access to Waterfront. Currently the entire Subject Property provides no public access to the Miami River. And there are no potential connection points to the north or south, as described above. There is however an existing Miami River Greenway segment along NW South River Drive with signage and sidewalk improvements that are in good condition.
- Although a formal Riverwalk is not required and cannot be introduced physically to the standards set forth in Section 3.11 and Appendix B of Miami 21, Applicant is proposing to enhance public access to the Miami River, including a functionally significant alternative to the Riverwalk, which provides increased public access and experience of the Miami River on the subject Properties. The plans show significant open space accessible from NW South River Drive that will be landscaped and hardscaped in an attractive manner that creates a “Riverfront Courtyard” experience, along with the observation deck on the 311 Site.
 - Furthermore, based on the comments received from the Miami River Commission Urban Infill Subcommittee, the Applicant has made a voluntary commitment to explore a functional alternative walkway adjacent to the River, with public access between 6am and 10pm, consistent with the hours called for

in Section 3.11.b.1.⁵ significantly enhances the public access and creates a potential for connectivity to the north in the future, as the Lower Section of the Miami River continues to develop.

NEIGHBORHOOD COMPATIBILITY. Puntallana, LLC, owner of record of 301 & 311 NW S River Drive, is an entity owned and controlled by the Ortega Family and managed principally by Arturo Ortega. Arturo and his sisters were raised in Miami by their parents and have a strong connection to this City and the vibrancy of its neighborhoods. Arturo owns several other properties within Little Havana and is highly engaged and routed in the community and revitalization efforts. He can be regularly found riding his bicycle from his home to his office and to meetings with tenants, architects and others on any given day.

Being in tune with the pulse of Little Havana and the evolution of the Miami River, the Applicant is cognizant of sensitivities around development and commercial activation along the Miami River. In addition to maintaining marine-related uses and activating a vacant structure, the Applicant is taking measures to ensure the Project is compatible with the surrounding Riverside neighborhood and minimizes any impacts on adjacent properties – through both good design and operational controls.

Applicant has also spent considerable time proactively presenting information on the Project and addressing questions and concerns from the Miami River Marine Group as well as the Spring Garden Civic Association, and this revised letter of intent and revised plans for the Project incorporate several changes and operational restrictions intended to further enhance the Project's compatibility with the working waterfront and minimize impacts on surrounding properties.

These efforts include thoughtful consideration towards:

- *Parking and Mobility.*

Although no on-site parking is mandated by zoning under Miami 21 for the Project, The Applicant will employ a mix of off-site parking (provided by a suitable lot within 1,000 feet of the property), use of the existing on-street parking and valet service parking on a dedicated offsite surface lot. The Project is also served by the City of Miami Little Havana Trolley Route and the 77 County bus. And the Miami River Greenway improvements along NW S River Drive that help connect people already by foot and bike.

- *Lighting and Sound Attenuation.* The Applicant plans on including general lighting in the indoor areas of the restaurant, task lighting in the workspaces of the restaurant (I.E. kitchen, prep area, and office), and accent lighting in the outdoor areas. To maintain the comfortable environment provided by the Miami River district, without producing high impact light pollution found effective on the river.

⁵ Note: The site plan has been updated to delineate the general location of this area with approximate dimensions, working within the existing site constraints and the general intent expressed in Section 3.11; final design to be subject to compliance with Florida Building Code, ADA and other life safety requirements.

The outdoor lighting will be sufficient for patrons to enjoy a meal and a view of the river, while not disrupting the surrounding area and will comply with the relevant provisions of section 5.10.7 of Miami 21.

Applicant will be coordinating with a professional sound engineer to study appropriate sound attenuation strategies and will comply with all noise regulations and requirements in the City Code (Chapter 36) and ambient standards in Miami 21 Section 5.10.7.

- *Orientation Towards Lummus Park and Downtown.* Furthermore, the Subject Property is quite removed from the neighborhood associations that have been sensitive to commercial activity along the Miami River; at NW 3rd Street and NW South River Drive, the subject Property is further south than other restaurants that have recently been introduced along the Miami River. The food service establishment will face primarily eastward towards Lummus Park and Downtown Miami, away from the general direction of the low- scale established residential neighborhoods of Spring Garden and Durham Park.
- *Landscaping.* The Applicant's landscaping plan tastefully integrates vegetation into a now concrete only structure. The landscape plan makes the building more attractive, pedestrian friendly, and adds to the natural character of the Miami River district. The plan includes the addition of green areas and vegetation on the street facing side of the building and within the outdoor dining area.
- *Protections for Navigability.* Based on additional comments and concerns expressed at the November 14th Urban Infill Subcommittee, we have incorporated additional language in this letter of intent to strengthen the Project and account for operational considerations consistent with the Submerged Land Lease and MOP.

CONCLUSION. This Project will activate a vacant site along NW South River Drive, in a manner that demonstrates compatibility with the character of this riverfront neighborhood and promoting a balanced working waterfront economy, consistent with the Miami River Corridor Urban Infill Plan and in compliance with Miami 21. The renovation of this building will provide modern amenities and enhance the pedestrian experience along NW S. River Drive, by including increased access to the riverfront and meaningful publicly accessible open space.

Notably, the Applicant appreciates the recommendations made by the Urban Infill Subcommittee on November 14h and has addressed the various recommendations throughout this revised Letter of Intent, as well as modifications and enhancements to the site plan, notably to reduce the outdoor seating area and provide a functional alternative to the Riverwalk that will provide a future connection point to the north along the Miami River, prohibitions on rooftop outdoor dining and alcohol sales at all times of the day, and Applicant acknowledges and commits to compliance with operational restrictions to ensure the working waterfront and maintain the federal navigable channel within the Miami River, which are consistent with the Submerged Land Lease and the MOP for the Subject Properties.

In conclusion, please find enclosed herein Exhibits A - M referenced above, along with the updated plans for the Project, and other supporting materials for your consideration.

Sincerely,



Steven J. Wernick

SJW/
Enclosure

EXHIBITS

- A. Boundary and Topographic Survey
- B. Miami Dade County Property Appraiser Information
- C. Future Land Use Map (FLUM)
- D. Zoning Atlas
- E. Port of Miami River Element [Excerpts]
- F. Miami River Corridor Urban Infill Plan [Excerpts]
- G. Submerged Land Lease (BOT File No. 130030976)
- H. Marine Facilities Annual Operating Permit (MOP No. 000405-2019/2020)
- I. Miami 21 Article 4, Table 3 and Table 4
- J. City of Miami Transit Corridor Diagram
- K. Aerial Map Diagram Showing Distance from Subject Property to Nearest T-3 Zone
- L. Map Identifying Potential Parking Locations
- M. Miami 21 Section 3.11

Miami River Commission's Urban Infill and Greenways Subcommittee November 14, 2019 Minutes

The Miami River Commission's (MRC) Urban Infill and Greenways subcommittees conducted a public meeting on November 14, 2019, 3 PM, 1407 NW 7 ST. The attendance sign in sheets are enclosed. MRC Urban Infill Subcommittee Chairman Jim Murley conducted the public meeting.

I. FDOT Update Regarding 1 ST Bridge Replacement

Sergies Duarte and Art Perez on behalf of FDOT, and Hakan Dalkiran, GLF, provided the following update regarding the ongoing replacement of the 1 ST Bridge.

- East side of the Miami River:
 - Crews are drilling in preparation for installing metal sheet piles for the cofferdam.
 - Excavation of the cofferdam is scheduled to take place as early as next week.
 - No hammering is scheduled to take place overnight.

- West side of the Miami River:
 - Crews are installing concrete piles for the new bascule piers.
 - During the overnight shift, crews are unloading, preparing and setting the concrete piles.
 - Crews continue excavating the channel during overnight hours.
 - No hammering is scheduled to take place overnight.

- Crews are installing the new sidewalk and driveways along the north side of SW 1 ST, between SW 6 Ave and SW 5 Ave.

Mr. Duarte stated he would provide the updated Maintenance of Traffic Plan to be provided as backup for his presentation to the full MRC on 12/2, noon, 1407 NW 7 ST.

Mr. Duarte stated The U.S. Coast Guard has approved FDOT's request for a full closure of the Miami River's Federal Navigable Channel to all boats, starting the evening of Tuesday, November 19, 2019 at 8 p.m. through Wednesday, November 20, 2019, at 6 a.m.

The related U.S. Coast Guard's advertised Notice to Mariners states:

"FLORIDA - EAST COAST - WEST PALM BEACH TO MIAMI - MIAMI RIVER- SW 1ST STREET BRIDGE: Bridge Replacement UPDATED:

GLF Construction Corporation was contracted by the bridge owner, Florida Department of Transportation (FDOT), to commence construction of a new bridge that will replace the SW 1st Street Bridge across the Miami River, Mile 0.9, in Miami, Florida. Construction is scheduled to begin on May 20, 2019 and continue through Summer 2022. Demolition and removal of the existing bascule piers continues from the land side with no anticipated restrictions to the channel. The installation of sheet piles for the new cofferdam on the west side has been completed and

excavation of the new cofferdam is ongoing. Sheet pile testing for the new cofferdam on the east side is ongoing and installation is expected to begin the week of September 16. The new seawall (combination wall) has been completed on the east side and west side. As early as September 23, 2019, the contractor will move forward with excavating (dredging) the channel. While a barge will be in the channel for the channel excavation operation, no impacts to the channel restricting the current horizontal navigational clearance are anticipated. As early as October 28, 2019, the contractor will perform the submarine cable installation and in order to perform this work, half of the channel will be temporarily restricted at a time. The contractor will coordinate with USCG Sector Miami prior to any channel closures and/or restrictions and will provide adequate notice to the public. For project information, please contact Community Outreach Specialist Sergies Duarte at sergies.duarte@dot.state.fl.us or 305-216-3617. If you have any questions regarding the waterway, please contact USCG Sector Miami Waterways Division Chief, LT Samuel Rodriguez-Gonzalez at (305) 535-4307, email samuel.rodriguezgonzalez@uscg.mil

UPDATE 1

Beginning October 14, 2019 and running through November 15, 2019, between the hours of 7 a.m. to 7 p.m., GLF will be utilizing a long reach excavator which will be positioned by the bulkhead to excavate the channel. Alternatively, GLF is planning to utilize a crane with clam shell bucket for some of the specific areas of excavation as deemed necessary. Subject operations will be supported by a scow barge that will be positioned by the bulkhead without interfering horizontal channel clearance. In addition, GLF will be placing spotter during the operation and in the event approaching vessel is noticed operation will be eased, subsequently the bucket and barge will be moved out of the channel to provide unrestricted 75ft horizontal clearance.

UPDATE 2

The Coast Guard has approved a request for a full channel closure starting the evening of Tuesday November 19, 2019 at 8 p.m. through Wednesday November 20, 2019 at 6 a.m."

Mr. Dalkiran, GLF (bridge construction contractors), indicated that by the following morning (Dec. 7) he would know whether or not FDOT needs to ask the U.S. Coast Guard to approve a delay in the aforementioned previously approved closure of the Miami River's Federal Navigable Channel. Project is estimated to be complete ahead of schedule, in Summer 2021.

II. FDOT Update Regarding Brickell Bridge Project

On behalf of FDOT, Sergies Duarte provided an update regarding the Brickell Avenue Bridge Rehabilitation Project. The project is scheduled to start 1st week in February 2020, and includes:

- Adding pedestrian gates
- Repairing mechanical and electrical bridge components
- Painting the bridge
- Replacing lighting at the Tequesta family sculpture, bridge barrier and Riverwalk

MRC Urban Infill Subcommittee Chairman Murley recommended including cleaning of the artistic metal freezes on the Brickell Bridge, featuring Marjory Stoneman Douglas, Henry Flagler, etc.

Mr. Duarte stated the project will include temporary vehicular lane closures, and he will email the maintenance of traffic plans as backup for this agenda item on the MRC's Dec. 2 public meeting, noon, 1407 NW 7 ST.

Mr. Duarte stated FDOT will be asking the U.S. Coast Guard for closures of the Miami River's Federal Navigable Channel, and he will provide those dates ASAP.

MRC Managing Director Brett Bibeau stated after years of archeological study, permitting, digging, etc., the unimproved area beneath the south side of the Brickell Bridge has essentially been approved for the Miami Parking Authority to fund and construct a connecting section of the public Riverwalk and needed public paid parking. The subject area will be used as staging for the "Brickell Avenue Bridge Rehabilitation Project", and then when the project is completed the MPA should be allowed to proceed. Mr. Bibeau added the MPA funded section of the public Riverwalk will connect with the existing public Riverwalk continuing east at Miami Circle Park, and to the approved public Riverwalk continuing to the west at "One Brickell", which the press recently reported is planning to commence construction.

III. Consider Draft Plans for 301-311 NW South River Drive

Steve Wernick Esq, Wernick and Co., and Arturo Ortega, Property Owner, distributed and presented plans "Marine Related Commercial Building with Ancillary Food Service Establishment", and a letter of intent, for 301- 311 NW South River Drive. The letter of intent states in part:

"Wernick & Co. represents Puntallana, LLC (the "Applicant"), the owner of the properties located at 301 & 311 NW South River Drive,¹ along the south side of the Lower Miami River in the Riverside Neighborhood of Little Havana (the "Subject Property").

Applicant is proposing to improve and re-activate the subject Property, including construction of a new boutique 6-story marine-related commercial building to contribute to the working waterfront economy of the Miami River & renovation and adaptive use of an existing 2-story warehouse building for use as a food service establishment with indoor/outdoor dining."

¹ The subject Property has the following corresponding tax folio number: 01-0200-010-2040; 01-0200-010-5010.

As detailed on the plans prepared by DLW Architects (October 2019), the Project includes construction of a new primary use marine-related 6-story commercial building at 301 NW South River Drive with the adjoining building at 311 NW South River Drive to be restored, renovated and adapted as an ancillary food service establishment. The buildings will complement one another with a spacious hardscaped open space accessible to the public from NW South River Drive.

The applicant has signed a lease with NuMarine to be the tenant of the new 6-story marine related commercial building developed specifically for its marine-related business - relocating its Miami footprint and corporate sales office from Doral to the Lower Miami River.

NuMarine is a premier yacht builder doing business around the world, with a reputation for designing and developing state of the art motor yachts. From its corporate website:

“Continuing to impress the motor- yachting world with ground breaking and innovative designs. Numarine is the number one choice for owners who value individualism with the need to stand out in the crowd. . . . The highly creative in-house design team will work with you to create the perfect concept and decor suited to your needs. Numarine uses the very latest in vacuum infusion technology and composite materials to produce an extremely rigid, lightweight and incredibly strong hulls keeping ahead of the game.”

The ground floor will include a yacht sales center - with direct rear access by employees and customers to the waterfront to view and tour yachts that might be moored on site, and anticipates including a mechanic's shop for customer boat repairs. The upper floors will blend the sales center with supportive office space and back of house functions.² The building façades are presented with ample glazing adorned with a green wall system. The plans include a significant increase in the number of trees and landscaping on site.

At 311 NW South River Drive, the Applicant is proposing to retain and renovate the existing structure, integrating a food service establishment on the ground floor.³ The portion of the building closest to the rear property line—previously walled off from the Miami River—is being converted into a modest covered terrace dining area and enhanced access to the waterfront.

² The building proposed to be constructed at 301 NW S River Drive and the marine related commercial establishment is by Right within the D3 transect zone, and will proceed under separate permit from 311 NW S River Drive.

³ Use is permitted by Warrant in D3 Transect Zone per Miami 21 Article 4, Table 3.

The Project includes a family-friendly rooftop observation deck that has views of the Miami River and yachts moored here in connection with the sales center, intended to enhance public interaction with the waterfront and invite locals and visitors alike to experience the Miami River and all it has to offer. However, the Applicant has committed to restricting outdoor dining to the ground level. There will be no outdoor seating area or alcohol sales on the roofdeck."

Mr. Wernick stated the project is consistent with:

- Current D3 Marine Industrial Zoning (Administrative Warrant Required for Accessory Restaurant)
- Current "Port Miami River" sub-element of the Comprehensive Plan
- *Miami River Corridor Urban Infill Plan*

Mr. Wernick and Mr. Ortega stated they previously met with Mark Bailey, Executive Director of the Miami River Marine Group, and Carlos Salas, President of the Spring Garden Civic Association, and provided them with the subject draft plans. In addition, Mr. Wernick distributed the draft voluntary "Declaration of Restrictions" they previously provided the Spring Garden Civic Association, which states in part:

"There shall be no outdoor dining operated after sunset by the restaurant on the rooftop observation deck proposed for the existing building on the 311 Parcel;

and b. There shall be no outdoor alcoholic beverage sales after sunset at the Property, except in designated ground level dining areas;

and c. There shall be no operation of any portable sound-making device or instrument, or the playing of any band, orchestra, musician or group of musicians, where the noise or music is plainly audible at a distance of 100 feet from the Property;

and d. Owner shall engage a qualified sound engineer to verify that the proposed operations of the food service establishment, including but not limited to any sound amplification system installed on the Property, complies with all standards and criteria as set forth in Chapter 36 of City of Miami Code of Ordinances (the "Noise Ordinance") prior to issuance of a TCO or CO for the Property."

Mr. Wernick and Mr. Ortega indicated they were willing to add into their offered voluntary restrictive covenant to the Spring Garden Civic Association an additional restriction of no outdoor dining on the rooftop observation deck at any time, neither day nor night. They noted originally the concept included outdoor dining on the rooftop, but they agreed to remove it when the Spring Garden Civic Association objected.

Mr. Mark Bailey, Miami River Marine Group, and Ms. Rosy Noguera, Antillean, asked how many docked vessels are included in the proposal. Mr. Wernick and Mr. Ortega replied DERM issued a current Marine Operating Permit for the subject area with 4 boat slips, 2 of which are intended to be used by Nu-Marine and 2 of which are proposed to be used by the Ancillary Food

Services Establishment. Everyone noted and agreed that the Miami River turns at this location, which effects vessel navigation. Attendees noted the Law requires no more than 2 boats "rafting" to each other when docking, and observed that directly across the Miami River from this site are Riverfront restaurants Seaspice, Casablanca, Garcia's, and Kiki's River, which also frequently have docked vessels, further restricting navigation at this location. Mr. Wernick and Mr. Ortega stated they will include restrictions in the Nu-Marine and Restaurant leases prohibiting rafting more than 2 vessels, and provide the Comp Plan required "Working River Disclosure" which will also reflect the fact they want to maintain their current Marine Operating Permit for 4 boat slips. In addition, they noted the proposal includes improves to a portion of the seawall in order to allow for vessel docking.

Mr. Wernick stated as reflected in the distributed letter of intent per City Code (Miami 21 Art. 7.2.8):

"the Project does not require on-site parking. For 301 NW S River Drive, the Project is below 10,000 square feet in floor area and within ¼ mile of a Transit Corridor and thus qualifies for exemption from parking requirements under Art 4, Table 4. For 311 NW S River Drive, the applicant proposes an adaptive reuse of an existing non-conforming structure, with no new floor area being constructed on site. This will allow the Project to present a pedestrian-oriented environment directly abutting the riverfront and minimize heat island effects.

Although the Project does not require additional parking spaces be provided for zoning compliance, as referenced further below, the Applicant is making arrangements for valet parking service and an off-site surface parking lot location within 1,000 feet of the site. Visitors will also have access to on-street parking in the area. "

Mr. Carlos Salas, President of the Spring Garden Civic Association, distributed a letter stating: "The Spring Garden Civic Association Board, by unanimous vote, opposes the proposed conversion of the existing structure located at 301 NW North River Drive into a ground floor restaurant with a rooftop through a warrant. We support maintaining the existing D3 Marine Industrial zoning. We also oppose new construction of a 6 story building with no parking and no Riverwalk."

Mr. Salas stated the proposal needs on-site parking, the Spring Garden Civic Association is opposed to a restaurant, and the proposed primary marine industrial use is a "ruse". Mr. Salas stated the proposal is inconsistent with the Miami River Corridor Urban Infill Plan, City Zoning Code, and Comp Plan, therefore asked the advisory MRC subcommittee Chairman Murley to not consider and defer the item. Mr. Wernick and Mr. Ortega stated this item was previously scheduled to be presented to the MRC subcommittee in October, followed by the full board in November, but at the request of the Spring Garden Civic Association they voluntarily deferred their item to be considered during the MRC subcommittee's November public meeting, followed by the full MRC's December 2 public meeting (noon at 1407 NW 7 ST). Mr. Wernick and Mr. Ortega stated on October 24 they met with Mr. Salas and provided him the proposed plans, and subsequently emailed him their distributed voluntarily proffered "Declaration of Restrictions".

In addition, Mr. Wernick stated the subject site is 1,348 feet away from the closest home in Spring Garden. Therefore, Mr. Wernick and Mr. Ortega asked for the item to continue and be considered during the MRC's December 2 public meeting in order to create the MRC's advisory recommendation. Mr. Murley stated he would not defer the item from today's publicly noticed MRC subcommittee meeting agenda.

MRC Managing Director Brett Bibeau distributed an email from Jeremy Gauger, Deputy Director City of Miami Planning Department, stating:

“It is the city's position that the riverwalk is required as part of the change of use in the adaptively reused building subject to the rules and regulations required in section 3.11.

However, there are site conditions unique to the adaptive reuse-

1. The open space created by the colonnade will not meet the required circulation space of a typical riverwalk condition. We will work with the applicant to maximize the circulation space while allowing the terrace use.
2. The typical circulation loop is not possible while retaining the existing building. We believe the proposal to provide access between the buildings is good while we want to be able to connect to future sections of the Riverwalk as it is completed on adjacent parcels.”

Mr. Wernick and Mr. Ortega noted the current letter of intent and plans reflect a publicly accessible courtyard between the 2 buildings from the public on-road Miami River Greenway on NW South River Drive to the Miami River, but at the Miami River it doesn't continue to the right past the proposed new marine industrial building, nor to the left passed the proposed riverfront restaurant. Therefore, they stated they would provide a revised letter of intent and revised plans before the full MRC board meeting, which will continue the public Riverwalk to the left, passed the proposed riverfront restaurant, consisting of all of the uncovered area and a portion of the terrace covered area. They added the City zoning code does not require a public Riverwalk at the proposed Marine Industrial building in D3 zoning.

Philip Everingham stated it would be helpful if the City of Miami zoning code had clearer criteria for “primary” and “secondary / accessory” uses. For example, Mr. Everingham stated the ground floor footprint of the proposed Marine Industrial “Nu-Marine” building is smaller than the ground floor footprint of the proposed adaptively reused / secondary “accessory” restaurant. Mr. Wernick and Mr. Ortega replied the total square footage of the presented 6-story primary marine industrial “Nu-Marine” new construction is 10,000 square feet, which is larger than the proposed adaptively reused, 1-story, secondary “accessory” restaurant, which is 7,000 square feet.

MRC Urban Infill Chairman Murley stated he hears the Marine Industry and the Spring Garden Civic Association and suggests the full MRC vote to recommend approval of the proposal subject to the following amendments which were agreed upon by the applicant:

- 1. Providing public riverfront walkway at the riverfront restaurant and central courtyard**
- 2. No Outdoor dining on the rooftop terrace**
- 3. Providing Working River Disclosure and keeping currently permitted 4 boats**
- 4. If tenants change, return to the MRC**

IV. New Business

The meeting adjourned.

**Miami River Commission's
 Urban Infill and Greenways Subcommittees**

Thursday, November 14, 2019
 3:00 PM
 1407 NW 7 ST
 Miami, FL

<u>NAME</u>	<u>ORGANIZATION</u>	<u>PHONE & E-MAIL</u>
Tom Kimer	MRL	TK.mer3@aol.com
DAVID MAER	MRC/S40	davidmaer@miamis40.com
HAKAN DANKIRAN/ YAROSLAV Concepcion	GLF Pinnacle	hdkiran@glfusa.com yconcepcion@pinnaclecol.com
JOSE E. MORALES	BPA	jmorales@bpaengineers.com
Steven Wernick	Wernick & Co	786.232.0900 STW@WERNICKCO.com
Arturo Crespo	TNS	ADC@TERRANWETAgroup.com
Rosa Davis	Miami Dade County Planning	davis.rod@miamidade.gov
Carlos Salas	Spring Garden	Spring Garden Historic District
George Hoffman	FDOT	George.Hoffman@dot.state.fl.us
Serges Duarte	FDOT	3/216/3617/Serges.Duarte@dot.state.fl.us
Leonardo Bermudez	FDOT	305-968-4079 Leonardo.Bermudez@dot.state.fl.us
Roselvie Noquera	MRC/Antillean	rnoquera@antillean.com
Mark Bailey	MRCMG	mark.bailey@miami-urbanplanninggroup.org
PHIL EVERINGHAM	MRC/MARINE COUNCIL	pbemsdd@hotmail.com

**Miami River Commission's
Urban Infill and Greenways Subcommittees**

Thursday, November 14, 2019
3:00 PM
1407 NW 7 ST
Miami, FL

<u>NAME</u>	<u>ORGANIZATION</u>	<u>PHONE & E-MAIL</u>
Horacio Stuart Aguirre	Miami River Comm.	Horacio@hsaguirre.com
Brett Bibeau	Miami River Commission	brett.bibeau@miamiriver commission.org
Jim Murkey Julian Pond	MDC coordinator, Spring Garden	James.Murkey@MiamiDade.gov jmur7035@bellSouth.net
RICK WEBER	SGCA	(786)858-2592 richard.weber@ yahoo.com



Florida Department of Transportation
DISTRICT SIX CONSTRUCTION
Miami-Dade & Monroe counties

November 21, 2019

Dear **Brett Bibeau** ,

SW 1 St Bridge Project Update

In addition to pile driving and roadway reconstruction work, crews continue working in the Miami River preparing for the submarine cable installation.

In coordination with the United States Coast Guard and the Miami River Marine Group, the following restrictions to the waterway are being scheduled.

Waterway Restriction - Nightly Excavation Work

Monday, November 25 to Wednesday, November 27 and Monday, December 2 to Wednesday, December 4:

- 7 p.m. to 10:30 p.m. – Waterway restriction (A 25-foot horizontal clearance will be available for vessels that may safely pass)
- 10:30 p.m. to 12:30 a.m. – Waterway reopened for two hours
- 12:30 a.m. to 4 a.m. – Waterway restriction (A 25-foot horizontal clearance will be available for vessels that may safely pass)

Waterway Full Closure - Submarine Cable Installation

An 18-hour full closure of the waterway is scheduled to begin at 7 p.m. on Tuesday, December 10 until 1 p.m. on Wednesday, December 11.

Please note that this schedule may change due to bad weather or other unexpected conditions.

[Please click here for the project webpage.](#) On the project webpage, you will find the scope of work, fact sheet and other project documents. For additional information, please feel free to contact Community Outreach Specialist Sergies Duarte at (305) 216-3617 or email him at Sergies.Duarte@dot.state.fl.us.

[Unsubscribe from email alerts](#)

This instrument was prepared by
and after recording return to

Steven J. Wernick, Esq.
WERNICK & CO, PLLC
89 NE 27th Street
Suite #113
Miami, FL 33137-4440

Reserved for Recording

DECLARATION OF RESTRICTIONS

THIS DECLARATION OF RESTRICTIONS (the "**Declaration**"), is made this day __ of _____, 2019, by Puntallana, LLC, a Florida limited liability company, (the "**Owner**"), in favor of Spring Garden Civic Association, Inc., a Florida not for profit corporation (the "**SGCA**").

WHEREAS, Owner is the fee simple title holder to that certain property located at 301 NW South River Drive, Miami, Florida (the "**301 Parcel**") and 311 NW South River Drive, Miami, Florida (the "**311 Parcel**"), more particularly described on **Exhibit "A"** (the 301 Parcel and 311 Parcel together comprising the "**Property**") attached hereto and incorporated herein; and

WHEREAS, Owner contemplates new construction of a 6-story commercial building on the 301 Parcel for use as a marine-related commercial establishment, and the renovation and adaptive use of the existing commercial building located on the 311 Parcel for an ancillary food service establishment, by warrant under D3 transect zone, with indoor and outdoor dining areas (the "**Project**"); and

WHEREAS, Owner has submitted plans prepared by DLW Architects, as amended October __ 2019 (the "**Site Plan**"), to the City of Miami for the approval of the Project pursuant to Warrant Final Decision No. _____; and

WHEREAS, in order to assure the SGCA that the representations made by the Owner to them will be abided by, the Owner freely, voluntarily, knowingly, and without duress, makes the following Declaration of Restrictions covering and running with the Property; and

NOW, THEREFORE, Owner voluntarily covenants and agrees that the Property shall be subject to the following restrictions that are intended and shall be deemed to be a covenant running with the land and binding upon the Owner, and their heirs, successors, and assigns, as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein as if repeated at length.
2. **Owner Restrictions.** Owner covenants the following:

a. There shall be no outdoor dining operated after sunset by the restaurant on the rooftop observation deck proposed for the existing building on the 311 Parcel; and

b. There shall be no outdoor alcoholic beverage sales after sunset at the Property, except in designated ground level dining areas; and

c. There shall be no operation of any portable sound-making device or instrument, or the playing of any band, orchestra, musician or group of musicians, where the noise or music is plainly audible at a distance of 100 feet from the Property; and

d. Owner shall engage a qualified sound engineer to verify that the proposed operations of the food service establishment, including but not limited to any sound amplification system installed on the Property, complies with all standards and criteria as set forth in Chapter 36 of City of Miami Code of Ordinances (the "Noise Ordinance") prior to issuance of a TCO or CO for the Property.

3. SGCA Restrictions. SGCA covenants the following:

a. The SGCA agrees not to, nor encourage third parties to, in any manner whatsoever challenge, protest, infringe, object, obstruct, delay, appeal, file any formal or informal complaint administrative or judicial action adverse to or concerning, or otherwise interfere with any aspect relating, either directly or indirectly, to the approval of the Project so long as all terms of this Declaration are in compliance;

b. The SGCA agrees to support Owner's application(s) for approval of the Project including, but not limited to, the Warrant Application and agrees to proffer its support to the Miami River Commission (the "MRC") prior to formal consideration and action by the MRC;

c. Upon Owner's request, the SGCA agrees to appear at any public hearings or provide a written resolution regarding its support for the Project consistent with this Declaration, including, but not limited to, any appeal hearings on the Warrant Application, in order to express support for the Project;

d. If the Warrant Application is not approved, expires, or the Owner withdraws the Warrant Application or if SGCA violates any of the covenants set forth in Section 3.a – c. above, this Declaration shall be null and void.

4. Covenant Running with the Land. This Declaration on the part of Owner shall constitute a covenant running with the land and shall be recorded, by the Owner and at Owner's expense, in the Public Records of Miami-Dade County, Florida, and shall remain in full force and effect and be binding upon the undersigned Owner, and its heirs, successors, and assigns until such time as the Declaration is terminated, modified or released. These restrictions shall run in favor of and to the benefit of the SGCA. These restrictions during their lifetime shall be for the benefit of, and be a limitation upon, all present and future owners of the Property and for the public welfare.

5. Term of Covenant. The provisions of this Declaration shall become effective upon its recordation in the Public Records of Miami-Dade County, Florida, and shall continue in effect for a period of thirty (30) years after the date of such recordation, unless this Covenant is

released in accordance with terms in Section 6 below, or rendered null and void as provided in Section 3(d) above.

6. Modification, Amendment, Release. This Declaration may be modified, amended or released as to the land herein described, or any portion thereof, by a written instrument executed by the then owner(s) of the fee simple title to the Property, or any portion thereof, provided that the same has also been approved in writing by the SGCA. Should this Declaration be so modified, amended, or released, the SGCA shall execute a written instrument effectuating and acknowledging such modification, amendment, or release, in a form acceptable for recording in the public records of Miami-Dade County, Florida. Recording shall be at the sole expense of the then owner of the Property. The SGCA shall execute and record a release of this Declaration within thirty (30) days of this Declaration being rendered null and void pursuant to Section 3(d) above.

7. Enforcement. Enforcement shall be by the SGCA by a civil action against any parties or person violating, or attempting to violate, any of the covenants contained herein. This enforcement provision shall be in addition to any other remedies available at law, in equity, or both.

8. Election of Remedies. All rights, remedies, and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other additional rights, remedies or privileges.

9. Severability. Invalidation of any one of these covenants by judgment of Court shall not affect any of the other provisions of this Declaration, which shall remain in full force and effect.

10. Recording. This Declaration shall be filed of record in the Public Records of Miami-Dade County, Florida by the Owner, at the cost of the Owner, prior to the issuance of a building permit by City of Miami pursuant to Warrant Final Decision No. _____. This Declaration shall not be effective or enforceable until recorded.

11. Authority. Each of the undersigned represent and warrant that he or she has the requisite authority to make this agreement and bind the Owner and SGCA, respectively, to the terms of this Declaration.

12. Entirety of Agreement. This instrument sets forth the entire agreement of the parties with respect to this Declaration.

[Signature Page to Follow]

Declaration of Restrictions
301-311 NW South River Drive, Miami, FL

Declaration of Restrictions
301-311 NW South River Drive, Miami, FL

Signed, witnessed, executed and acknowledged this ___ day of _____, 2019.

WITNESSES

Puntallana, LLC, a Florida limited liability company

Print Name: _____

By: _____
Arturo Ortega, Sr., its Manager

Print Name: _____

STATE OF FLORIDA)
) SS
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this ___ day of _____, 2019, by Arturo Ortega, Sr., the manager of Puntallana, LLC, who is personally known to me, or has produced _____, as identification and she acknowledged before me that he executed the same, freely and voluntarily, for the purposes therein expressed.

Name: _____

Notary Public, State of Commission No. _____

Declaration of Restrictions
301-311 NW South River Drive, Miami, FL

Signed, witnessed, executed and acknowledged this ___ day of _____, 2019.

WITNESSES

Spring Garden Civic Association, Inc.
a Florida not for profit corporation

Print Name: _____

By: _____
Carlos Salas, its President

Print Name: _____

STATE OF FLORIDA)
) SS
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this ___ day of _____, 2019, by _____, as President of the Spring Garden Civic Association, Inc., who is personally known to me, or has produced _____, as identification and she acknowledged before me that he executed the same, freely and voluntarily, for the purposes therein expressed.

Name: _____

Notary Public, State of Commission No. _____

Declaration of Restrictions
301-311 NW South River Drive, Miami, FL

Exhibit "A"

Legal Description

LOT 1, HUNT SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 52, PAGE 17, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

AND

LOTS E AND F, SILVERSON AND TATUM'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 190, BOTH OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

Address and Folio Number:

301 NW South River Drive: 01-0200-010-5010

311 NW South River Drive: 01-0200-010-2040

Board of Directors

Ken Russell
Chairman
Commissioner, City of Miami

Neisen Kasdin
Vice-Chairman
State Cabinet Representative
Akerman LLP

Eileen Higgins
Commissioner, District 5
Miami-Dade County

Alicia Cervera Lamadrid
Cervera Real Estate

Philippe Houdard
Pipeline Workspaces

Danet Linares
Blanca Commercial Real Estate

Richard Lydecker
Lydecker | Diaz

Nitin Motwani
Miami Worldcenter Group

Alan Ojeda
Rilea Development Group

Gary Ressler
Tilia Companies

Marta Viciedo
Urban Impact Lab

Greg West
ZOM Living

Suzanne M. Amaducci-Adams
Bilzin Sumberg

T. Spencer Crowley III
Akerman

Franklin Sirmans
Pérez Art Museum Miami

Executive Staff

Alyce M. Robertson
Executive Director

Christina Crespi
Deputy Director

November 8, 2019

Susan L. Conner, Chief Interim President & CEO
Planning and Policy Branch
U.S. Army Corps of Engineers
803 Front Street
Norfolk, VA 23510-1096

Dear Ms. Conner,

The Miami Downtown Development Authority (Miami DDA) is an independent agency of the City of Miami which represents the economic engine, cultural and recreational hub of South Florida. Emphasizing our regional significance, the market value of the properties in Downtown and adjacent neighborhoods is more than \$39 billion, which represents more than 50 percent of the City of Miami's taxable property value. With a current population of more than 92,000 that is expected to exceed 110,000 by 2021, Downtown is growing at the rapid rate of 4 percent. Furthermore, our daytime population of more than 250,000 underscores the importance of protecting our built and human assets.

On behalf of the Board of the Miami DDA, we submit the following comments regarding the US Army Corps of Engineers' "Back Bay" Study and its most recent recommendations to address storm surge in Greater Downtown. We believe these comments should be addressed in order to ensure strong and unconditional support from downtown stakeholders for the Feasibility Study, the Chief Engineer's Report, and the subsequent authorization and appropriation process with Congress.

- It is critical that the feasibility study recommend a continuous floodwall downtown along Biscayne Bay from Edgewater to Brickell.
 - For example, the current proposed location of the floodwall in Brickell would leave a large area of low-lying property and infrastructure in that neighborhood vulnerable to storm surge. Additionally, the open fetch across Biscayne Bay is longer here than any other area of downtown Miami. Moving the proposed floodwall to the east along the Brickell waterfront would help protect these vulnerable areas which were significantly impacted during Hurricane Irma.
 - Similarly, there is currently no floodwall proposed in the CBD area of downtown. This area contains critical infrastructure (mass transit, sanitary sewer pump station) and should be protected from storm surge.

- These floodwalls should integrate with the proposed Storm Surge Barrier and Pump Station at the mouth of the Miami River near Brickell Avenue.
- The feasibility study should recommend Natural and Nature Based Features in the Tentatively Selected Plan as a way to strengthen and extend the life of the proposed infrastructure, while also increasing public access to Biscayne Bay.
 - The USACE's Engineering with Nature Strategic Report, provides that: "Shared visioning and steering of project design, planning, and construction have been successfully incorporated to identify, reduce, and mitigate potential barriers to progress and accelerate completion of projects." In tandem, structural and nature-based features will extend the life of the seawall, reduce storm impacts and restore some of our disappearing ecosystems.
 - Such features should include nearshore artificial reefs and living shorelines.
 - These features should be evaluated as part of the NEPA/EIS process so that the environmental benefit of such features are thoroughly considered and vetted.
 - These features should be analyzed as alternatives which would enable extension of the downtown Baywalk promenade into Biscayne Bay, thus enhancing protection of infrastructure and property, and increasing public access to Biscayne Bay.
 - Specific examples of how these benefits can be achieved are provided in the attached Urban Land Institute Advisory Services Panel report on bolstering Miami's Urban Waterfront.
- The Miami-Dade Back Bay Study should be more closely coordinated with the feasibility study examining reauthorization of the Miami-Dade County Beach Erosion Control and Hurricane Protection Project.
 - If these studies are more closely coordinated in a substantive manner, they can result in recommendations which will better protect vulnerable areas and valuable property from damages associated with coastal storm surge.
 - The Miami-Dade Back Bay Study should also be coordinated with the South Atlantic Coastal Study and the Miami Harbor Navigation Improvement Study to ensure a holistic approach and integrated solutions that comprehensively reflect all of the USACE's efforts in the area.
- Incorporate resilience section (pages 30-41) of the attached Miami Baywalk/Riverwalk Guidelines into the design of any coastal floodwalls and ensure that Natural and Nature-Based Features are included as part of the structural solution.
- Develop the proposed structural solutions (floodwalls and storm surge barriers) in coordination with the public and private landowners so that they are harmonized with existing development and expand the economic vitality of our community. Specifically, ensure that any structural solution which is constructed does not create new or unnecessary obstacles to our residents' view shed and access to Biscayne Bay.
- Leverage public rights of way to the fullest extent possible so that improvements to our streets are made in conjunction with the barriers and can address sea level rise and sunny day flooding, as already experienced in our region.

Thank you for taking the time to understand our concerns. We know that Miami represents a growing urban area that involves complex challenges, however we are confident that the USACE will work collaboratively with our stakeholders to ensure infrastructure investments reflect the needs of our thriving population and help bolster our economic resilience long into the future. We

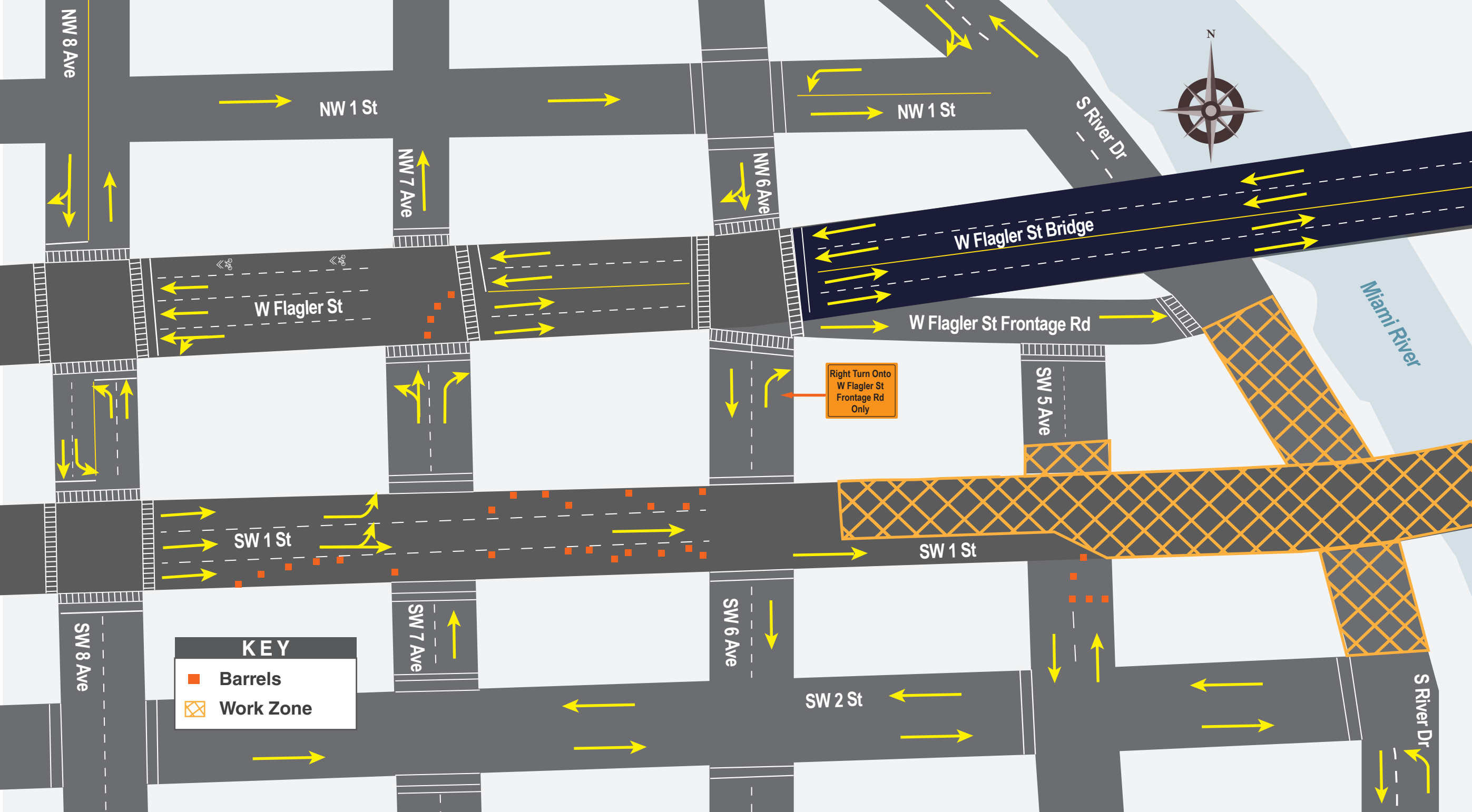
look forward to working with you as you advance the Back Bay Study recommendations to construction. In the meantime, please contact the Miami DDA with any questions.

Sincerely,

Ken Russell
Chairman

cc: Honorable Rick Scott, US Senator
Honorable Marco Rubio, US Senator
Honorable Fredrica Wilson, US Congresswoman, 24th District of Florida
Honorable Mario Diaz-Balart, US Congressman, 25th District of Florida
Honorable Donna Shalala, US Congresswoman, 27th District of Florida
Honorable Carlos A. Gimenez, Mayor, Miami-Dade County

Attachments: The Miami Baywalk/Riverwalk Guidelines
The Urban Land Institute Advisory Services Panel Report: "Bolstering Our Urban Waterfront"



KEY

- Barrels
- ▨ Work Zone

Right Turn Onto
W Flagler St
Frontage Rd
Only



Miami River

NW 8 Ave

NW 1 St

NW 1 St

S River Dr

NW 7 Ave

NW 6 Ave

W Flagler St Bridge

W Flagler St

W Flagler St Frontage Rd

SW 5 Ave

SW 1 St

SW 1 St

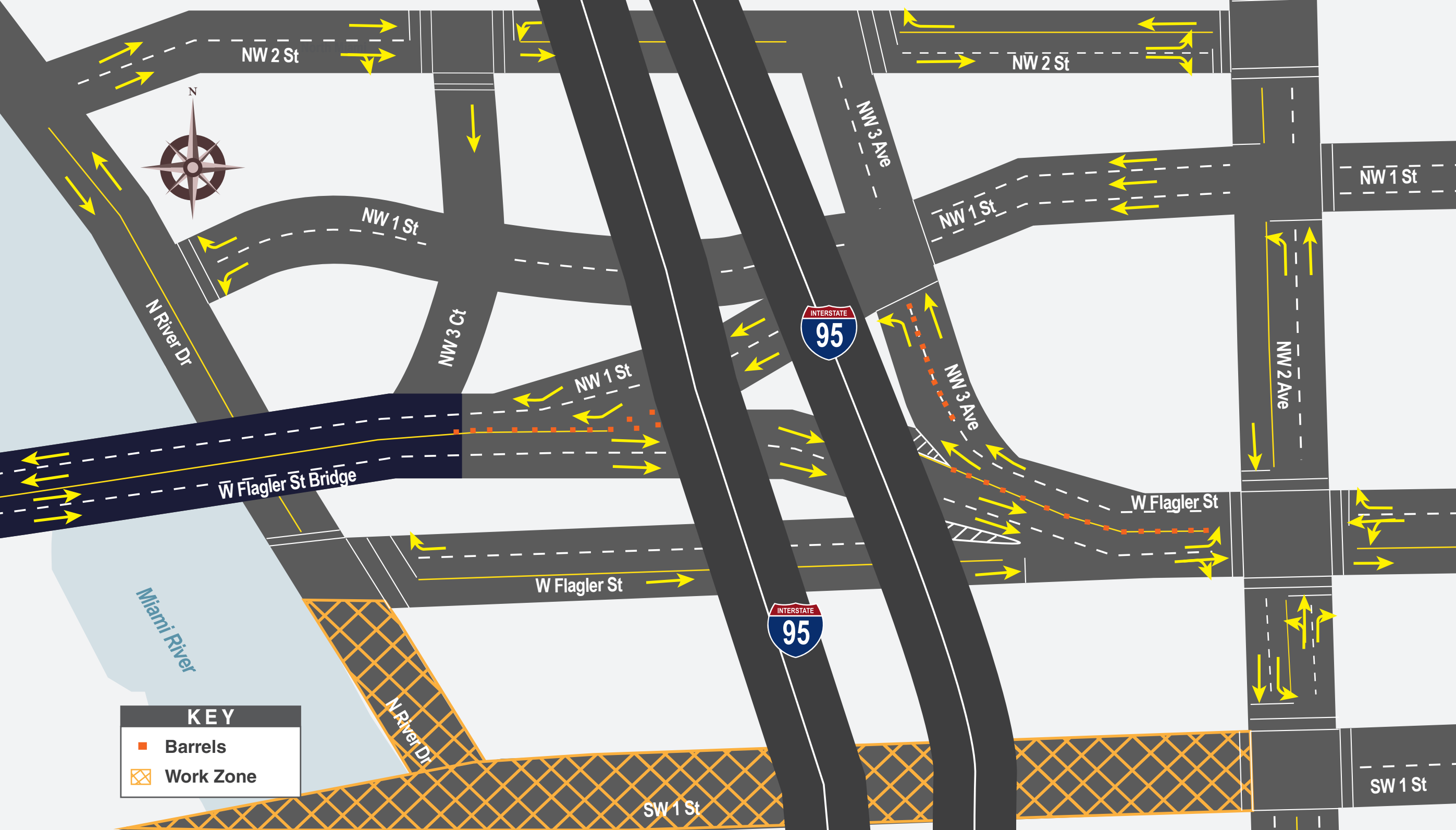
SW 8 Ave

SW 7 Ave

SW 6 Ave

SW 2 St

S River Dr



KEY

- Barrels
- ▨ Work Zone



Miami River

W Flagler St Bridge

NW 2 St

NW 2 St

NW 1 St

NW 1 St

NW 1 St

N River Dr

NW 3 Ct

NW 3 Ave

NW 1 St

NW 3 Ave

NW 2 Ave

W Flagler St

W Flagler St

N River Dr

SW 1 St

SW 1 St

Miami River Commission
Meeting Minutes
November 4, 2019

The Miami River Commission (MRC) public meeting convened at noon, November 4, 2019, 1407 NW 7 ST.

Miami River Commission (MRC) Policy Committee Members and/or Designees attending:

Horacio Stuart Aguirre, MRC Chairman, Appointed by Governor Scott
Frank Balzebre, MRC Vice-Chair, designee for Miami-Dade County Mayor Carlos Gimenez
Patty Harris, designee for Governor
County Commissioner Eileen Higgins
Maggie Fernandez, designee for County Commissioner Eileen Higgins
John Michael Cornell, designee for Member at Large Appointed by the Governor
Sallye Jude, Neighborhood Representative Appointed by the County Commission
Philip Everingham, designee for Miami Marine Council
Neal Schafers, Downtown Development Authority
Bruce Brown, Miami River Marine Group
Sandy O'Neil, designee for Greater Miami Chamber of Commerce
Roselvic Noguera, designee for Sara Babun
Tom Kimen, designee for Neighborhood Representative appointed by City of Miami

MRC Staff:

Brett Bibeau, Managing Director

Others attending interested in the River:

Please see attached sign in sheets.

I) Chair's Report – MRC Chairman Horacio Stuart Aguirre

The 9th Annual Miami River Calendar for 2020 is in final design, and will be distributed next month. I thank all the advertisers for their strong support of the Miami River District.

The free 24th Annual Miami Riverday will be held April 4, 2020, featuring free Miami River boat rides, live music, environmental education, historic re-enactors, children activities, food, drinks, and more. Sponsorships are currently available.

In addition, advertisements are currently for sale in the 17th Annual Miami River Map and Guide, which is released at Miami Riverday.

MRC Vice Chairman Frank Balzebre provided the following Miami River Voluntary Improvement Plan (VIP) update:

The Miami River Commission has been actively assisting the efforts of the City, County, State, and private sector to clean up the Miami River District. The MRC thanks the 30 Hands on Miami

Volunteers, whom on October 12 planted over 200 new vegetable and fruit plants in the public Riverwalk's community vegetable and fruit garden. In addition, the volunteers picked up garbage along the Miami River's shoreline here at Robert King High. The next volunteer event maintaining the public Riverwalk's community vegetable and fruit garden, and picking up garbage along the shoreline, is scheduled on November 23.

II) Preliminary Informational Discussion Regarding the Future U.S. Army Corps of Engineer's "Miami-Dade Back Bay Coastal Storm Risk Management Feasibility Study"

Katie Hagemann, Miami-Dade County Department of Resilience, distributed and presented the following 2 U.S. Army Corps of Engineers documents: 1. "Miami-Dade Back Bay Coastal Storm Risk Management Feasibility Study's Process, Key Decision & Product Milestones" 2. "Miami Dade County Coastal Storm Risk Management Feasibility Study" summary. The U.S. Army Corps of Engineer's participated via speaker phone.

The Army Corps of Engineers provided the full \$3 million to conduct this nearly 3-year study, which commenced in January 2019, and is estimated to be complete in September 2021. Miami Dade County is serving as the "Local Project Sponsor". Ms. Hagemann explained the U.S. Army Corps of Engineer's "Miami Dade Back Bay Coastal Storm Risk Management Feasibility Study" is required to be complete in order for projects addressing Storm Surge to become eligible for a potential 2/3 federal cost share. The Study will include, "Management Measures for Consideration" designed to protect real estate and critical facilities in vulnerable communities from storm surge, in the following three categories:

1. Structural • Floodwall / Levees • Surge Barriers • Bulkheads • Deployable Floodwalls
2. Nonstructural • Higher Floodplain Standards • Enhanced Warning System
3. Natural and Nature Based • Wetland Restoration

The federal Government provided the majority of the funding for existing "floodwalls" and "surge barriers" in New Orleans and Norfolk Virginia. The study will identify, "Problems, Opportunities, Objectives, Constraints & Considerations", and includes a cost benefit analysis. Ms. Hagemann stated Miami-Dade County and the U.S. Army Corps of Engineers wants the involvement of the Miami River Commission and general public. The next milestone is the Integrated Feasibility Report, with a draft Environmental Impact Statement (EIS).

Commissioner Higgins noted the distributed document depicts 2 options for the moveable "Surge Barrier" and "Floodwall". Option "4a" is located east of I-95, and located 4b is located along Brickell Ave. Commissioner Higgins suggested adding an option 4c, which would be located east of Brickell Ave in order to provide protection for the properties located east of Brickell Ave.

III. Miami River Commission Subcommittee Reports

A. Greenways Subcommittee

Since the City and County's adoption of the *Miami River Greenway Action Plan*, of the planned 10-mile public Miami River Greenway, 6.5 miles are complete. Currently the public Riverwalk is under construction at River Landing, Aston Martin, 1 ST Bridge, One River Point Gramps on the River, and Riverside Miami. The MRC thanks the FDOT for awarding \$2 million in 2 federal grants to the City of Miami to construct the next section of the public Miami River Greenway. The MRC is pursuing multiple public and private funding sources for the remaining funding needed to construct and help maintain the remaining sections of the public Riverwalk.

B. Stormwater Subcommittee

On Behalf of the MRC, Stormwater Subcommittee Chair Sallye Jude thanked Commissioner Higgins, Mayor Gimenez, and the entire Board of County Commissioners, whom recently approved \$140,000 in the County's current budget to renew the contract with the Miami River Commission for continued Scavenger Water Decontamination Vessel services, which are providing significant needed improvements to water quality in the Miami River.

III. New Business

The meeting adjourned.

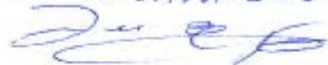
**Miami River Commission
 Public Meeting**

Monday, November 4, 2019
 Noon
 1407 NW 7 ST
 Miami, FL

<u>NAME</u>	<u>ORGANIZATION</u>	<u>PHONE & E-MAIL</u>
Brett Bibeau	Miami River Commission	305 6440544 brettbibeau@miamirivercommission.org
Sandy O'Neil	GMCC	oneils@bellsouth.net
EDDIE RODRIGUEZ	2974	OCEANVIEWR @ GMAIL.COM
PATRICIA HARRIS	MRC	PATTYKAK@EMAIL.COM
Horacio S. Aguirre	MRC	Horacio@hsaguirre.com
PHIL EVERINGTON	Mechanics Council	peemsid@icohmail.com
Eileen Johnston	3630	(786) 255-1103 hottubbed@bellsouth.net
Catherine Lachner	Miami Today	clackner@gmail.com
Mason Bradley	Florida Intl Univ	mbrad045@fzu.edu
Alexia Rodriguez		305 822-7263
L. Isalgue	miami land of the big waters @ gmail.com	
FRANK SALZEBLE - No Age Judge	OFFICE - 44 Miami Community MRI	FRANK Se mago. jon salze@juder.com
Mark Bailey	MRCMG	markbailey@miamirivercommission.org

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Eileen Higgins	Miami Dade County	ehiggins@miamidade.gov
John Michael Cornell	MRC	jmccornell@zerbyinterests.com
Kurtz Hagemann	MDC	thagemk@miamidade.gov
Roselvic Noguera	MRC - Antillean Marine	rnoguera@antillean.com
Hans Mueller	First Bank	hans.mueller@firstbank
Bruce Brown	Miami River MARINE Group	FLA.com bruce402@earthlink.net
Tom Kimer	MRC	TKimer3@aol.com
Neal Schafers	Miami DDA	schafers@miamidade.com
Maggie Fernandez	MDC 5	maggie.fernandez@ miamidade.gov
LUIS FERNANDEZ	DERM	 fernand@miamidade.gov



FACT SHEET

A NEW BRIDGE REHABILITATION PROJECT WILL BEGIN IN YOUR AREA

State Road (SR) 90/US 41/Brickell Avenue Bridge
over the Miami River

FIN# 436527-1-52-01

OVERVIEW

The Florida Department of Transportation (FDOT) will begin a bridge rehabilitation project during February 2020 along the SR 90/US 41/Brickell Avenue Bridge in the City of Miami.

WORK TO BE PERFORMED

- Adding pedestrian gates
- Repairing mechanical and electrical bridge components
- Painting the bridge
- Replacing lighting at the Tequesta family sculpture, bridge barrier and Riverwalk

ESTIMATED CONSTRUCTION COST

\$4 million

PROJECT SCHEDULE

February 2020 - Early 2021

AFFECTED MUNICIPALITIES

City of Miami

LANE CLOSURE AND DETOUR INFORMATION

Temporary lane closures can occur during non-peak hours on non-event nights on Sunday through Thursday from:

- 10 p.m. to 5:30 a.m. — southbound
- 7 p.m. to 5:30 a.m. — northbound (1 lane closure)
- 10 p.m. to 5:30 a.m. — northbound (2 lane closures)

It will be necessary to temporarily detour vehicular traffic at times. Pedestrian access will be maintained on one side of the roadway at all times.

HELPFUL TIPS

- Allow extra time to reach your destination
- Obey all posted signs and speed limits

ALWAYS PUT SAFETY FIRST

For your safety and the safety of others, please use caution when driving, walking or biking around any construction zone. Wearing a safety belt is the single most effective way to protect people and reduce fatalities in motor vehicle crashes. The Department takes steps to reduce construction effects, but you might experience the following around the work site:

- Increased dust and noise
- Workers and equipment moving around the area
- Travel lane closures and detour

Please note that this schedule could change due to bad weather or other unexpected conditions.

FOR MORE INFORMATION

Please contact Senior Project Engineer Jose E. Morales, P.E. at 786-539-9629 or
Community Outreach Specialist Sergies Duarte at 305-216-3617 or Sergies.Duarte@dot.state.fl.us



Please visit our website:
www.fdotmiamidade.com
For real-time traffic information, dial **511** or visit:
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1000 NW 111 AVENUE MIAMI, FL 33172



FACT SHEET

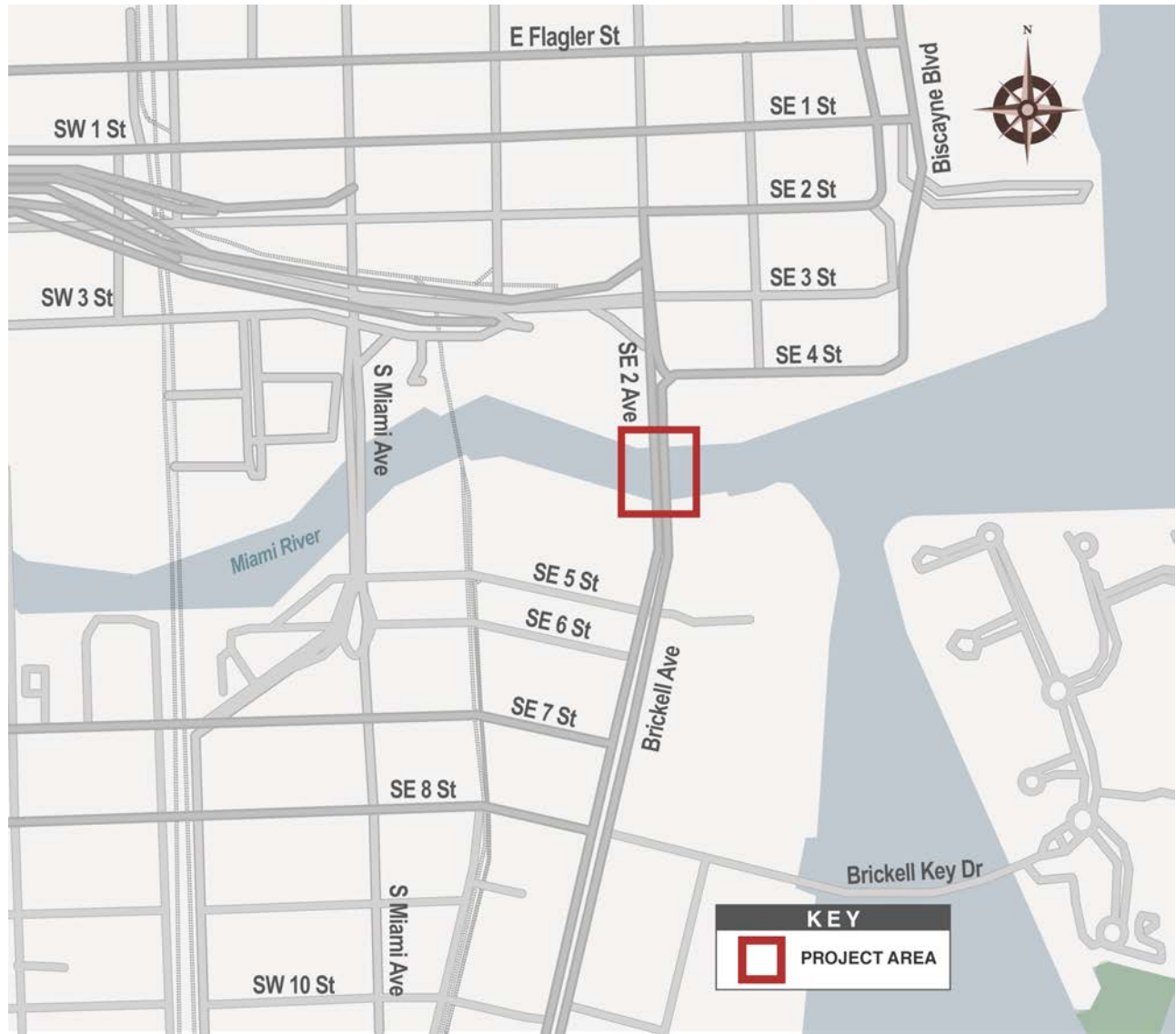
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PROJECT LIMITS MAP

Brickell Avenue Bridge



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PROJECT LIMITS MAP

Brickell Avenue Bridge

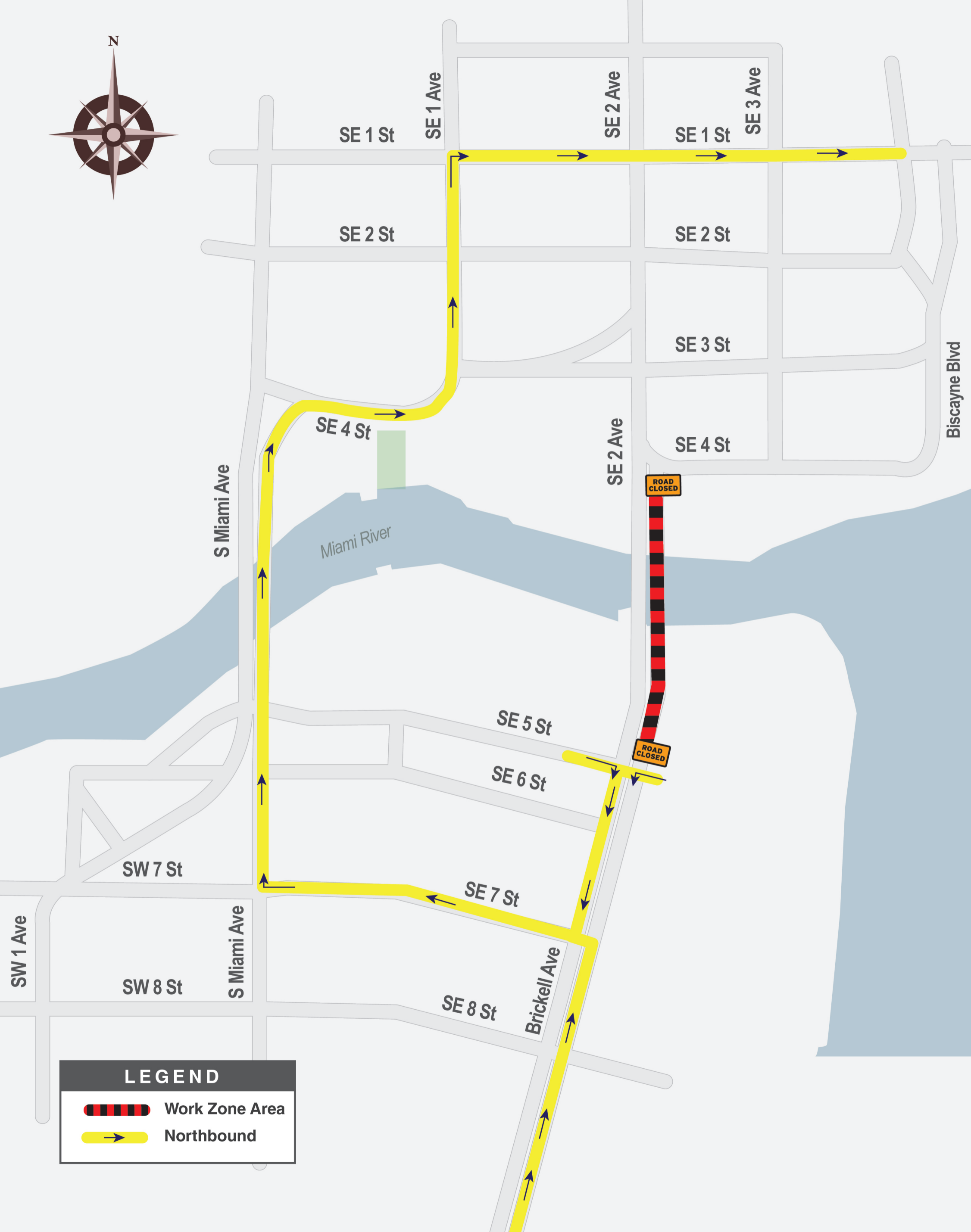


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LEGEND

-  Work Zone Area
-  Northbound



LEGEND



Work Zone Area



Southbound