

## BOARD APPLICATION CHECKLIST

A Pre-Application meeting must be scheduled via CAP to obtain a plan case number and for board staff review of all submittals.

Pre-Application meetings for applications that do not require a traffic study are scheduled on a first come-first served basis and must occur no later than five (5) business days prior to CAP First submittal.

Applications requiring a traffic study must meet with the Transportation Department and peer reviewer thirty (30) calendar days prior to the CAP First Submittal deadline to determine the methodology for the traffic impact study and obtain the Transportation Department's checklist. Fifteen (15) days prior to the First submittal the applicant must submit the traffic study via CAP. Seven (7) days prior to First submittal the Transportation Department/Peer Reviewer will provide first round of comments to the applicant. The applicant must address the comments and submit revised traffic study/plans by the CAP First Submittal deadline including a narrative responding to Transportation/Peer Reviewer comments.

**Incomplete, or submittals found to be insufficient will not be placed on a Board agenda.**

Property address: 7140 Collins Avenue Board: DRB Date: 10/27/20

ITEM #	ITEM DESCRIPTION	REQUIRED
<b>CAP FIRST SUBMITTAL</b>		
<b>To be uploaded online (CAP) by the applicant before 12:00 pm by First submittal deadline. ALL PLANS MUST BE DIMENSIONED AND LEGIBLE. INCLUDE A GRAPHIC SCALE.</b>		
1	Application Fee and Peer review fees shall be paid after Pre-Application meeting and before the First submittal. It is the applicant's responsibility to make this payment, if an invoice is not generated by the CAP system, the applicant should contact staff prior to first submittal to be invoiced and make payment.	<input checked="" type="checkbox"/>
a	Is the property the primary residence & homestead of the applicant/property owner? (If yes, provide office of the Property Appraiser Summary Report).	
2	Copy of signed and dated check list issued at Pre-Application meeting.	<input checked="" type="checkbox"/>
3	Completed Board Application, Affidavits & Disclosures of Interest (original signatures).	<input checked="" type="checkbox"/>
4	Signed and dated Letter of Intent. <b>Letter must outline application details and identify hardships if Variances are requested.</b> (see also Items # 42,43 and 44).	<input checked="" type="checkbox"/>
5	Mailing Labels: Upload property owner's list and copy of original certified letter from provider. See #52 for submittal of Hard copy / originals of these items.	<input checked="" type="checkbox"/>
6	Copies of all current or previously active Business Tax Receipts.	<input checked="" type="checkbox"/>
7	School Concurrency Application for projects with a net increase in residential units (no SFH). Provide Planning Department - Miami Dade - School Concurrency Application for Transmittal	
8	Survey: Electronic version of original signed & sealed, dated no more than six months from date of application. Survey must provide: lot area, grade per Section 114-1 of the City Code. (If no sidewalk exists, provide the elevation of the crown of the road) and spot elevations.	<input checked="" type="checkbox"/>
9	<b>Architectural Plans and Exhibits (must be 11"x 17")</b>	
a	Cover Sheet with bullet point scope of work, clearly labeled "First Submittal" and dated with First Submittal deadline date. <b>Include copies of previous recorded board orders, if applicable.</b>	<input checked="" type="checkbox"/>

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b	Copy of the original survey included in plan package. See No. 8 above for survey requirements	<input checked="" type="checkbox"/>
c	All Applicable Zoning Information (Use Planning Department zoning data sheet format).	<input checked="" type="checkbox"/>
d	Context Location Plan, Min 8.5"X11" Color Aerial 1/2 mile radius, identifying project and showing name of streets. (no Google images)	<input checked="" type="checkbox"/>
e	Full legal description of the property if not included in survey (for lengthy legal descriptions, attach as a separate document - label clearly).	<input checked="" type="checkbox"/>
f	Existing FAR Shaded Diagrams (Single Family Districts: Unit Size and Lot Coverage Shaded Diagrams), if applicable	<input checked="" type="checkbox"/>
g	Proposed FAR Shaded Diagrams (Single Family Districts: Unit Size and Lot Coverage Shaded Diagrams), if applicable.	<input checked="" type="checkbox"/>
h	Site Plan (fully dimensioned with setbacks, existing and proposed, including adjacent right-of-way widths). <b>Site Plans for Phased Developments</b>	<input checked="" type="checkbox"/>
i	Current color photographs, dated, Min 4"x 6" of project site and existing structures (no Google images)	<input checked="" type="checkbox"/>
j	Current, color photographs, dated, Min 4"x6" of interior space (no Google images)	
k	Current color photographs, dated, Min 4"x 6" of context, corner to corner, across the street and surrounding properties with a key directional plan (no Google images)	<input checked="" type="checkbox"/>
l	Existing Conditions Drawings (Floor Plans & Elevations with dimensions). Number of seats, furniture layout if applicable	<input checked="" type="checkbox"/>
m	Demolition Plans (Floor Plans & Elevations with dimensions)	<input checked="" type="checkbox"/>
n	Proposed Floor Plans and Roof Plan, including mechanical equipment plan and section marks. Plans shall indicate location of all property lines and setbacks.	<input checked="" type="checkbox"/>
o	Proposed Elevations, materials & finishes noted (showing grade, base flood elevation, heights in NGVD values and free board if applicable)	<input checked="" type="checkbox"/>
p	Proposed Section Drawings	
q	Color Renderings (elevations and three dimensional perspective drawings).	<input checked="" type="checkbox"/>
<b>10</b>	<b>Landscape Plans and Exhibits (must be 11"x 17")</b>	
a	Landscape Plan - street and onsite - identifying existing, proposed landscape material, lighting, irrigation, raised curbs, tree survey and tree disposition plan, as well as underground and overhead utilities when street trees are required.	<input checked="" type="checkbox"/>
b	Hardscape Plan, i.e. paving materials, pattern, etc.	<input checked="" type="checkbox"/>
11	Copy of original Building Permit Card, & Microfilm, if available.	<input checked="" type="checkbox"/>
12	Copy of previously approved building permits (provide building permit number) and/or Board Orders.	<input checked="" type="checkbox"/>
13	Existing and Proposed detailed topographic survey depicting existing spot grades (NAVD) as well as all underground/overhead utilities and easements/agreements with recording data. See Part 1 / Section 1 / A. Surveying & Mapping Standards and submittal Requirements of the Public Works Manual. <a href="http://www.miamibeachfl.gov/publicworks/engineering/engineeringmanual.aspx?id=12920">http://www.miamibeachfl.gov/publicworks/engineering/engineeringmanual.aspx?id=12920</a>	
14	Vacant/Unoccupied structures or sites shall provide recent photographic evidence that the site and structure are secured and maintained. The applicant shall obtain and post a No Trespassing Sign from the City's Police Dept.	

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15	Historic Resources Report (This report shall include, but not be limited to, copy of the original Building Permit Card and subsequent modifications, Microfilm records, existing condition analysis, photographic and written description of the history and evolution of the original building on the site, all available historic data including original plans, historic photographs and permit history of the structure and any other related information on the property.	
16	Contextual Elevation Line Drawings, corner to corner, across the street and surrounding properties (dated).	
17	Line of Sight studies.	
18	Structural Analysis of existing building including methodology for shoring and bracing.	
19	Proposed exterior and interior lighting plan, including photometric calculations.	
20	Exploded Axonometric Diagram (showing second floor in relationship to first floor).	
21	Neighborhood Context Study. (Planning will provide guidance if necessary for application.)	
22	Required yards open space calculations and shaded diagrams.	
23	Required yards section drawings.	
24	Variance and/or Waiver Diagram	<input checked="" type="checkbox"/>
25	Schematic signage program	
26	Detailed sign(s) with dimensions and elevation drawings showing exact location.	
27	Elevation drawings showing area of building façade for sign calculation (Building ID signs).	
28	Daytime and nighttime renderings for illuminated signs.	
29	Floor Plan Indicating area where alcoholic beverages will be displayed.	
30	Survey showing width of the canal (Dimension shall be certified by a surveyor)	
31	Site Plan showing total projection of structures from seawall, location and dimension of all structures inclusive of dock, mooring piles, boat lift, etc.	
32	DERM recommendation/preliminary approval. Docks or any structures shall have approval stamp from DERM or other regulatory agency before submitting for a variance. A letter from DERM or other agency, explaining specific requirements for the project is recommended.	
33	Technical specifications of the boat lift and/ or boat, ship of vessel to be docked or moored.	
34	Survey shall include spot elevations in rear yard and elevation points on the dune adjacent to the property. Provide highest elevation point on the due within the property. Erosion control line and Bulkhead line shall be indicated if present.	
35	Scaled, signed, sealed and dated specific purpose survey (Alcohol License/Distance Separation) distance shown on survey with a straight line.	
36	Proposed Operational Plan: Include deliveries and trash pickup times, hours of operations, number of employees, security and restaurant menu (if applicable).	
37	Maneuvering plan for loading within the existing/proposed conditions, delivery and garbage trucks size (length and width).	
38	Traffic Study, Site plan(s) : Revised version and narrative addressing first round of comments from Transportation Department and peer review, provide a narrative. (See Transportation Department check list for requirements.)	
39	Sound Study report (Hard copy) with 1 CD.	
<b>40</b>	<b>Site Plan (Identify streets and alleys)</b>	
a	Identify: setbacks _____ Height _____ Drive aisle widths _____ Streets and sidewalks widths _____	

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ITEM #	ITEM DESCRIPTION	REQUIRED
b	# parking spaces & dimensions_____ Loading spaces locations & dimensions_____	
c	# of bicycle parking spaces_____	
d	Interior and loading area location & dimensions_____	
e	Street level trash room location and dimensions_____	
f	Delivery route_____ Sanitation operation_____ Valet drop-off & pick-up_____ Valet route in and out_____	
g	Valet route to and from_____ auto-turn analysis for delivery and sanitation vehicles_____	
h	Indicate any backflow preventer and FPL vault if applicable	
i	Indicate location of the area included in the application if applicable	
j	Preliminary on-street loading plan	
<b>41</b>	<b>Floor Plan (dimensioned)</b>	
a	Total floor area	
b	Identify # seats indoors_____ outdoors_____ seating in public right of way_____ Total_____	
c	Occupancy load indoors and outdoors per venue_____ Total when applicable_____	
<b>42</b>	<b>The letter of Intent shall include and respond to all sea level rise and resiliency review criteria per section 133-50 of the City Code.</b>	<input checked="" type="checkbox"/>
<b>43</b>	<b>The Letter of Intent for Variances shall include and respond to all review guidelines in the code as follows:</b>	
a	Section 118-53 (d) of the City Code for each Variance.	<input checked="" type="checkbox"/>
<b>44</b>	<b>The Letter of Intent for Planning Board shall include and respond to all review guidelines in the code as follows:</b>	
a	For Conditional Use -Section 118-192 (a)(1)-(7)	
b	CU - NIE and or outdoor Entertainment Establishments - Section 142-1362 (a)(1)-(9)	
c	CU - Mechanical Parking - Section 130-38 (3)(c)(i)(1)-(2) & (4)(a)-(k)	
d	CU - Structures over 50,000 SQ.FT. - Section 118-192 (b) (1)-(11)	
e	CU - Religious Institutions - Section 118-192 (c) (1)-(11)	
f	For Lot Splits - Section 118-321 (B) (1)-(6). Also see application instructions	
	<b>Notes: The applicant is responsible for checking above referenced sections of the Code. If not applicable write N/A</b>	
Other	Phased development plans: Phase I, Phase 2, etc...	<input checked="" type="checkbox"/>
Other	Phase 2 - include drawings that demonstration compliance with TC-C district - site plan, elevations, Landscape hardscape etc..	<input checked="" type="checkbox"/>
Other	Variance Diagram for phase 2 TC-C request	<input checked="" type="checkbox"/>

**\*\*ADDITIONAL INFORMATION AS MAY BE REQUIRED AT THE PRE-APPLICATION MEETING**

Property address: 7140 Collins Avenue Board: DRB Date: 10/27/20

ITEM #	ITEM DESCRIPTION	REQUIRED
<b>FINAL SUBMITTAL (CAP &amp; PAPER)</b>		
<b>Plans should be clearly labeled "Final Submittal" and dated with Final Submittal deadline date. Final Submittal Documents must be uploaded to the CAP and hard copies must be submitted to the Planning Department prior to 12:00 P.M. on final submittal deadline. Staff will review and issue a notice to proceed or to continue submittal to a future meeting if the application is found incomplete.</b>		
45	Traffic Study, Site plan(s): This is the final traffic study including any modifications required to address comments from the City's Transportation Department. City's required permit by FDOT should be obtained prior to Final submittal (via CAP).	
	<b>PAPER FINAL SUBMITTAL:</b>	
46	Original application with all signed and notarized applicable affidavits and disclosures.	<input checked="" type="checkbox"/>
47	Original of all applicable items.	<input checked="" type="checkbox"/>
48	One (1) signed and sealed 11"X17" bound, collated set of all the required documents.	<input checked="" type="checkbox"/>
49	14 collated copies of all required documents	<input checked="" type="checkbox"/>
50	One (1) CD/DVD with electronic copy of entire final application package (plans, application, Letter of Intent, traffic/sound study, etc.) see CD/DVD formatting attached, for instructions.	<input checked="" type="checkbox"/>
51	Traffic Study (Hard copy)	
52	Mailing Labels -2 sets of gummed labels and a CD including: Property owner's list and Original certified letter from provider.	<input checked="" type="checkbox"/>

#### ADDITIONAL INFORMATION AND ACKNOWLEDGEMENTS

- A. Other information/documentation required for First submittal will be identified during Pre-Application meeting but may be modified based on further analysis.
- B. It is the responsibility of the applicant to confirm that documents submitted via CAP, Paper Submittal sets (14 copies), and electronic version on CD are consistent with each other and legible.
- C. Plan revisions and supplemental documentation will not be accepted after the Final Submittal deadline
- D. All documents required for Board applications must be submitted in an electronic format (PDF) via CD in the manner prescribed herein. The CD is considered the "Formal Submission", and must include the electronic version of all hard copy documents associated with the application. A new Updated CD will be required if any modifications are made before or after hearing. Failure to comply with the aforementioned may result in a rehearing before the applicable board at the applicant's expense.
- E. Please note that the applicant will be required to submit revised plans pursuant to applicable Board Conditions no later than 60 days after Board Approval. (If applicable)

Matthew Barnes

Applicant or Designee's Name



Applicant or Designee's Signature

11/5/20

Date

\* Due to Covid-19 Paper Copies have been placed with an electric copy of all final and original submittal documents that are to be uploaded into CSS and labeled as "Formal Submittal". Staff will provide further details on processes at First and Notice to Proceed Submittal Comments.



# MIAMIBEACH

## PLANNING DEPARTMENT

1700 Convention Center Drive, Miami Beach, Florida 33139; Tel: 305.673.7550; Web: www.miamibeachfl.gov/planning

### LAND USE BOARD HEARING APPLICATION

The following application is submitted for review and consideration of the project described herein by the land use board selected below. A separate application must be completed for each board reviewing the proposed project.

Application Information			
FILE NUMBER DRB20-0617			
<input type="radio"/> <b>Board of Adjustment</b> <input type="checkbox"/> Variance from a provision of the Land Development Regulations <input type="checkbox"/> Appeal of an administrative decision		<input checked="" type="radio"/> <b>Design Review Board</b> <input checked="" type="checkbox"/> Design review approval <input checked="" type="checkbox"/> Variance	
<input type="radio"/> <b>Planning Board</b> <input type="checkbox"/> Conditional use permit <input type="checkbox"/> Lot split approval <input type="checkbox"/> Amendment to the Land Development Regulations or zoning map <input type="checkbox"/> Amendment to the Comprehensive Plan or future land use map		<input type="radio"/> <b>Historic Preservation Board</b> <input type="checkbox"/> Certificate of Appropriateness for design <input type="checkbox"/> Certificate of Appropriateness for demolition <input type="checkbox"/> Historic district/site designation <input type="checkbox"/> Variance	
<input type="checkbox"/> <b>Other:</b>			
Property Information - Please attach Legal Description as "Exhibit A"			
ADDRESS OF PROPERTY 7118, 7124, 7140 Collins Avenue and 7121 Harding Avenue and three vacant lots (folios) without addresses.			
FOLIO NUMBER(S) 02-3211-002-0660; -0650; -0640; -0630; -0600; -0590; -0580; -0570			
Property Owner Information			
PROPERTY OWNER NAME multiple owners, see inserted page following this page			
ADDRESS		CITY	STATE
BUSINESS PHONE		CELL PHONE	EMAIL ADDRESS
ADDRESS			
CITY			
STATE			
ZIPCODE			
BUSINESS PHONE			
CELL PHONE			
EMAIL ADDRESS			
305-374-5600			
neisen.kasdin@akerman.com			
Applicant Information (if different than owner)			
APPLICANT NAME Neisen Kasdin			
ADDRESS		CITY	STATE
BUSINESS PHONE		CELL PHONE	EMAIL ADDRESS
305-374-5600			
neisen.kasdin@akerman.com			
Summary of Request			
PROVIDE A BRIEF SCOPE OF REQUEST Modification of previous approval (DRB18-0236) to allow for a phased development permit in order to accommodate the terms of a long term lease for the Denny's restaurant located at 7140 Collins Avenue.			

List of Property Owners for DRB20-0617

1. Collins & 72<sup>nd</sup> Developers, LLC  
3323 NE 163<sup>rd</sup> Street, Suite 608  
North Miami Beach, FL 33160  
305-496-9966  
[silvia@retimiami.com](mailto:silvia@retimiami.com)
  
2. Casa Grande Shopping Center, LLC  
10275 Collins Avenue, Apt. 708  
Bal Harbour, FL 33154  
786-334-4278  
[wichmann@gmail.com](mailto:wichmann@gmail.com)
  
3. AHM Advisors, LLC  
500 West Cypress Creek Road, #305  
Fort Lauderdale, FL 33309  
305-864-8885  
[joel@gkppa.com](mailto:joel@gkppa.com)

<b>Project Information</b>			
Is there an existing building(s) on the site?		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Does the project include interior or exterior demolition?		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Provide the total floor area of the new construction.		174,200	SQ. FT.
Provide the gross floor area of the new construction (including required parking and all usable area).		219,976	SQ. FT.
<b>Party responsible for project design</b>			
NAME Luis Revuelta, Revuelta Architecture International		<input checked="" type="checkbox"/> Architect <input type="checkbox"/> Contractor <input type="checkbox"/> Landscape Architect <input type="checkbox"/> Engineer <input type="checkbox"/> Tenant <input type="checkbox"/> Other_____	
ADDRESS 2950 SW 27 Street		CITY Miami	STATE FL      ZIPCODE 33133
BUSINESS PHONE 305-590-5000	CELL PHONE	EMAIL ADDRESS hmarin@revuelta-architecture.com	
<b>Authorized Representative(s) Information (if applicable)</b>			
NAME Neisen Kasdin		<input checked="" type="checkbox"/> Attorney <input type="checkbox"/> Contact <input type="checkbox"/> Agent <input type="checkbox"/> Other_____	
ADDRESS 98 SE 7 Street, Suite 1100		CITY Miami	STATE FL      ZIPCODE 33131
BUSINESS PHONE 305-374-5600	CELL PHONE	EMAIL ADDRESS neisen.kasdin@akerman.com	
NAME Matthew Barnes		<input checked="" type="checkbox"/> Attorney <input type="checkbox"/> Contact <input type="checkbox"/> Agent <input type="checkbox"/> Other_____	
ADDRESS 98 SE 7 Street, Suite 1100		CITY Miami	STATE FL      ZIPCODE 33131
BUSINESS PHONE 305-374-5600	CELL PHONE	EMAIL ADDRESS matthew.barnes@akerman.com	
NAME		<input type="checkbox"/> Attorney <input type="checkbox"/> Contact <input type="checkbox"/> Agent <input type="checkbox"/> Other_____	
ADDRESS		CITY	STATE      ZIPCODE
BUSINESS PHONE	CELL PHONE	EMAIL ADDRESS	

**Please note the following information:**

- A separate disclosure of interest form must be submitted with this application if the applicant or owner is a corporation, partnership, limited partnership or trustee.
- All applicable affidavits must be completed and the property owner must complete and sign the "Power of Attorney" portion of the affidavit if they will not be present at the hearing, or if other persons are speaking on their behalf.
- To request this material in alternate format, sign language interpreter (five-day notice is required), information on access for persons with disabilities, and accommodation to review any document or participate in any City sponsored proceedings, call 305.604.2489 and select (1) for English or (2) for Spanish, then option 6; TTY users may call via 711 (Florida Relay Service).

**Please read the following and acknowledge below:**

- Applications for any board hearing(s) will not be accepted without payment of the required fees. All checks are to be made payable to the "City of Miami Beach".
- Public records notice – All documentation submitted for this application is considered a public record subject to Chapter 119 of the Florida Statutes and shall be disclosed upon request.
- In accordance with the requirements of Section 2-482 of the code of the City of Miami Beach, any individual or group that will be compensated to speak or refrain from speaking in favor or against an application being presented before any of the City's land use boards, shall fully disclose, prior to the public hearing, that they have been, or will be compensated. Such parties include: architects, engineers, landscape architects, contractors, or other persons responsible for project design, as well as authorized representatives attorneys or agents and contact persons who are representing or appearing on behalf of a third party; such individuals must register with the City Clerk prior to the hearing.
- In accordance with Section 118-31. – Disclosure Requirement. Each person or entity requesting approval, relief or other action from the Planning Board, Design Review Board, Historic Preservation Board or the Board of Adjustment shall disclose, at the commencement (or continuance) of the public hearing(s), any consideration provided or committed, directly or on its behalf, for an agreement to support or withhold objection to the requested approval, relief or action, excluding from this requirement consideration for legal or design professional service rendered or to be rendered. The disclosure shall: (I) be in writing, (II) indicate to whom the consideration has been provided or committed, (III) generally describe the nature of the consideration, and (IV) be read into the record by the requesting person or entity prior to submission to the secretary/clerk of the respective board. Upon determination by the applicable board that the forgoing disclosure requirement was not timely satisfied by the person or entity requesting approval, relief or other action as provided above, then (I) the application or order, as applicable, shall immediately be deemed null and void without further force or effect, and (II) no application form said person or entity for the subject property shall be reviewed or considered by the applicable board(s) until expiration of a period of one year after the nullification of the application or order. It shall be unlawful to employ any device, scheme or artifice to circumvent the disclosure requirements of this section and such circumvention shall be deemed a violation of the disclosure requirements of this section.
- When the applicable board reaches a decision a final order will be issued stating the board's decision and any conditions imposed therein. The final order will be recorded with the Miami-Dade Clerk of Courts. The original board order shall remain on file with the City of Miami Beach Planning Department. Under no circumstances will a building permit be issued by the City of Miami Beach without a copy of the recorded final order being included and made a part of the plans submitted for a building permit.

The aforementioned is acknowledged by:

Owner of the subject property       Authorized representative

  
 \_\_\_\_\_  
**SIGNATURE**

Jacques Bessoudo  
 \_\_\_\_\_  
**PRINT NAME**

11/10/2020  
 \_\_\_\_\_  
**DATE SIGNED**

**Please read the following and acknowledge below:**

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The aforementioned is acknowledged by:

Owner of the subject property     Authorized representative



**SIGNATURE**

Pablo Wichmann

**PRINT NAME**

11.16.2020

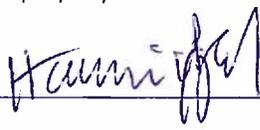
**DATE SIGNED**

**Please read the following and acknowledge below:**

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The aforementioned is acknowledged by:

Owner of the subject property     Authorized representative

  
\_\_\_\_\_ **SIGNATURE**

Haim Yehezkel  
\_\_\_\_\_ **PRINT NAME**

11/11/20  
\_\_\_\_\_ **DATE SIGNED**

**OWNER AFFIDAVIT FOR INDIVIDUAL OWNER**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, being first duly sworn, depose and certify as follows: (1) I am the owner of the property that is the subject of this application. (2) This application and all information submitted in support of this application, including sketches, data, and other supplementary materials, are true and correct to the best of my knowledge and belief. (3) I acknowledge and agree that, before this application may be publicly noticed and heard by a land development board, the application must be complete and all information submitted in support thereof must be accurate. (4) I also hereby authorize the City of Miami Beach to enter my property for the sole purpose of posting a Notice of Public Hearing on my property, as required by law. (5) I am responsible for remove this notice after the date of the hearing.

\_\_\_\_\_  
**SIGNATURE**

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. The foregoing instrument was acknowledged before me by \_\_\_\_\_, who has produced \_\_\_\_\_ as identification and/or is personally known to me and who did/did not take an oath.

NOTARY SEAL OR STAMP

\_\_\_\_\_  
**NOTARY PUBLIC**

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
**PRINT NAME**

**ALTERNATE OWNER AFFIDAVIT FOR CORPORATION, PARTNERSHIP OR LIMITED LIABILITY COMPANY**

STATE OF Florida

COUNTY OF Miami-Dade

I, Jacques Bessoudo, being first duly sworn, depose and certify as follows: (1) I am the Manager (print title) of 72nd & Collins Developers, LLC (print name of corporate entity). (2) I am authorized to file this application on behalf of such entity. (3) This application and all information submitted in support of this application, including sketches, data, and other supplementary materials, are true and correct to the best of my knowledge and belief. (4) The corporate entity named herein is the owner of the property that is the subject of this application. (5) I acknowledge and agree that, before this application may be publicly noticed and heard by a land development board, the application must be complete and all information submitted in support thereof must be accurate. (6) I also hereby authorize the City of Miami Beach to enter my property for the sole purpose of posting a Notice of Public Hearing on my property, as required by law. (7) I am responsible for remove this notice after the date of the hearing.

\_\_\_\_\_  
**SIGNATURE**

Sworn to and subscribed before me this 10 day of November, 2020. The foregoing instrument was acknowledged before me by Jacques Bessoudo, who has produced Drivers License as identification and/or is personally known to me and who did/did not take an oath.

NOTARY SEAL OR STAMP



Aida Roman Martin  
Comm #GG959042  
Expires: Feb 17, 2024  
Bonded Thru Aeron Notary

\_\_\_\_\_  
**NOTARY PUBLIC**

My Commission Expires: \_\_\_\_\_

Aida Roman Martin  
**PRINT NAME**

**OWNER AFFIDAVIT FOR INDIVIDUAL OWNER**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

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**NOTARY PUBLIC**

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\_\_\_\_\_  
**PRINT NAME**

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STATE OF Florida

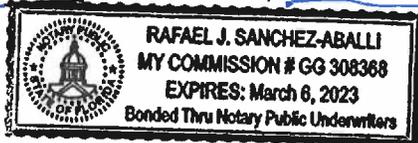
COUNTY OF Miami-Dade

I, Pablo Wichmann, being first duly sworn, depose and certify as follows: (1) I am the Manager (print title) of Casa Grande Shopping Center, LLC (print name of corporate entity). (2) I am authorized to file this application on behalf of such entity. (3) This application and all information submitted in support of this application, including sketches, data, and other supplementary materials, are true and correct to the best of my knowledge and belief. (4) The corporate entity named herein is the owner of the property that is the subject of this application. (5) I acknowledge and agree that, before this application may be publicly noticed and heard by a land development board, the application must be complete and all information submitted in support thereof must be accurate. (6) I also hereby authorize the City of Miami Beach to enter my property for the sole purpose of posting a Notice of Public Hearing on my property, as required by law. (7) I am responsible for remove this notice after the date of the hearing.

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[Signature]  
**NOTARY PUBLIC**

My Commission Expires: \_\_\_\_\_

Rafael Sanchez-Aballi  
**PRINT NAME**

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STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

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STATE OF Florida

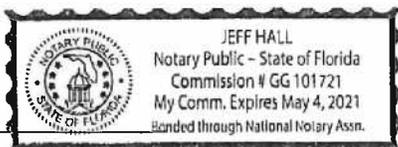
COUNTY OF Miami-Dade

I, Haim Yehezkel, being first duly sworn, depose and certify as follows: (1) I am the Manager (print title) of AHM Advisors, LLC (print name of corporate entity). (2) I am authorized to file this application on behalf of such entity. (3) This application and all information submitted in support of this application, including sketches, data, and other supplementary materials, are true and correct to the best of my knowledge and belief. (4) The corporate entity named herein is the owner of the property that is the subject of this application. (5) I acknowledge and agree that, before this application may be publicly noticed and heard by a land development board, the application must be complete and all information submitted in support thereof must be accurate. (6) I also hereby authorize the City of Miami Beach to enter my property for the sole purpose of posting a Notice of Public Hearing on my property, as required by law. (7) I am responsible for remove this notice after the date of the hearing.

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NOTARY SEAL OR STAMP



\_\_\_\_\_  
**NOTARY PUBLIC**

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
**PRINT NAME**

**POWER OF ATTORNEY AFFIDAVIT**

STATE OF Florida

COUNTY OF Miami-Dade

I, Jacques Bessoudo, being first duly sworn, depose and certify as follows: (1) I am the owner or representative of the owner of the real property that is the subject of this application. (2) I hereby authorize Neisen Kasdin to be my representative before the Design Review Board. (3) I also hereby authorize the City of Miami Beach to enter my property for the sole purpose of posting a Notice of Public Hearing on my property, as required by law. (4) I am responsible for remove this notice after the date of the hearing.

Jacques Bessoudo, Manager

**PRINT NAME (and Title, if applicable)**

[Signature]  
**SIGNATURE**

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NOTARY SEAL OR STAMP



Aida Roman Martin  
Comm #GG959042  
Expires: Feb 17, 2024  
Bonded Thru Aaron Notary

[Signature]  
**NOTARY PUBLIC**

My Commission Expires: \_\_\_\_\_

Aida Roman Martin  
**PRINT NAME**

**CONTRACT FOR PURCHASE**

If the applicant is not the owner of the property, but the applicant is a party to a contract to purchase the property, whether or not such contract is contingent on this application, the applicant shall list the names of the contract purchasers below, including any and all principal officers, stockholders, beneficiaries or partners. If any of the contact purchasers are corporations, partnerships, limited liability companies, trusts, or other corporate entities, the applicant shall further disclose the identity of the individuals(s) (natural persons) having the ultimate ownership interest in the entity. If any contingency clause or contract terms involve additional individuals, corporations, partnerships, limited liability companies, trusts, or other corporate entities, list all individuals and/or corporate entities.

**NAME**

**DATE OF CONTRACT**

NAME, ADDRESS AND OFFICE

% OF STOCK

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

In the event of any changes of ownership or changes in contracts for purchase, subsequent to the date that this application is filed, but prior to the date of a final public hearing, the applicant shall file a supplemental disclosure of interest.

**POWER OF ATTORNEY AFFIDAVIT**

STATE OF Florida  
COUNTY OF Miami-Dade

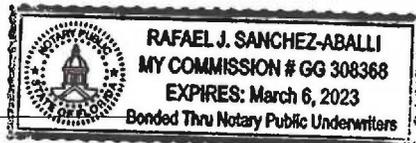
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Pablo Wichmann, Manager  
**PRINT NAME (and Title, if applicable)**

[Signature]  
**SIGNATURE**

Sworn to and subscribed before me this 16th day of November, 2020. The foregoing instrument was acknowledged before me by Pablo Wichmann, who has produced \_\_\_\_\_ as identification and/or is personally known to me and who did/did not take an oath.

NOTARY SEAL OR STAMP



My Commission Expires: \_\_\_\_\_

[Signature]  
**NOTARY PUBLIC**  
Rafael Sanchez-Aballi  
**PRINT NAME**

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NAME, ADDRESS AND OFFICE

% OF STOCK

NAME, ADDRESS AND OFFICE	% OF STOCK
_____	_____
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STATE OF Florida

COUNTY OF Miami-Dade

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Haim Yehezkel, Manager  
**PRINT NAME (and Title, if applicable)**

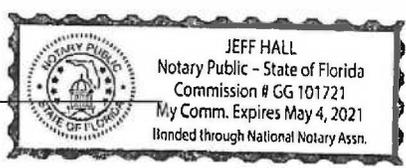
Haim Yehezkel  
**SIGNATURE**

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NOTARY SEAL OR STAMP

Jeff Hall  
**NOTARY PUBLIC**  
Jeff Hall  
**PRINT NAME**

My Commission Expires: \_\_\_\_\_



**CONTRACT FOR PURCHASE**

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NAME	DATE OF CONTRACT
NAME, ADDRESS AND OFFICE	% OF STOCK
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**Disclosure of Ownership for Collins and 72nd Developers, LLC**

<b>Member</b>	<b>NAME</b>	<b>% interest of individual Member</b>	<b>% interest of Collins &amp; 72nd Developers LLC</b>
Transacta 72nd, LLC, 9357 Harding Ave, Surfside, FL 33154	Silvia Sabates Coltrane, Manager	100.00%	36.59%
AOMA Investments, LLC (Delaware LLC), 730 5th Avenue, 20th Floor, New York, NY 10019	Alex Blavatnik, Manager	100.00%	4.07%
Collins and 72nd Holdings, LLC, 9357 Harding Ave, Surfside, FL 33154	Silvia Sabates Coltrane, Manager	83.37%	24.44%
	Raquel Bender Rabinovich as Co-Trustee	5.545%	
	Jacob Bender Krayser as Co-Trustee	5.545%	
	Cynthia A. MacPherson	2.77%	
	Derek and Ashley Norred	2.77%	
Contemporary Hotel Partners, LLC. (Delaware LLC), 18305 Biscayne Blvd, Suite 402, Aventura, FL 33160	Jacques Bessoudo, Manager	50.00%	31.51%
	Jordan Kavana, Manager	50.00%	
Gold Bird Road Properties, LLC (Florida LLC), 1177 Kane Concourse, Suite 218, Bay Harbor Islands, FL 33154	Salomon Gold, Manager	50.00%	3.39%
	David Gold, Manager	50.00%	
<b>TOTAL</b>		<b>100%</b>	<b>100%</b>

**DISCLOSURE OF INTEREST  
CORPORATION, PARTNERSHIP OR LIMITED LIABILITY COMPANY**

If the property that is the subject of the application is owned or leased by a corporation, partnership or limited liability company, list ALL of the owners, shareholders, partners, managers and/or members, and the percentage of ownership held by each. If the owners consist of one or more corporations, partnerships, trusts, partnerships or other corporate entities, the applicant shall further disclose the identity of the individual(s) (natural persons) having the ultimate ownership interest in the entity.

Casa Grande Shopping Center, LLC

---

**NAME OF CORPORATE ENTITY**

NAME AND ADDRESS	% OF OWNERSHIP
Marbella International Group Ltd.	50%
10275 Collins Ave, Apt. 708, Bal Harbour, FL 33154	
owned 100% by Elias Farrah Massu Ananias (same address)	
America Investments Ltd.	50%
10275 Collins Ave, Apt. 708, Bal Harbour, FL 33154	
owned 100% by Elias Farrah Massu Ananias (same address)	

AHM Advisors, LLC

---

**NAME OF CORPORATE ENTITY**

NAME AND ADDRESS	% OF OWNERSHIP
Haim Yehezkel	50%
210 71 Street, #309, Miami Beach, FL 33141	
Avi Dishi	50%
210 71 Street, #309, Miami Beach, FL 33141	

If there are additional corporate owners, list such owners, including corporate name and the name, address and percentage of ownership of each additional owner, on a separate page.



**COMPENSATED LOBBYIST**

Pursuant to Section 2-482 of the Miami Beach City Code, all lobbyists shall, before engaging in any lobbying activities, register with the City Clerk. Please list below any and all persons or entities retained by the applicant to lobby City staff or any of the City's land development boards in support of this application.

NAME	ADDRESS	PHONE
<u>Neisen Kasdin</u>	<u>98 SE 7 Street, Suite 1100, Miami, FL 33131</u>	<u>305-374-5600</u>
<u>Matthew Barnes</u>	<u>98 SE 7 Street, Suite 1100, Miami, FL 33131</u>	<u>305-374-5600</u>
<u>Hernando Marin</u>	<u>2950 SW 27 Street, Miami, FL 33133</u>	<u>305-590-5000</u>

Additional names can be placed on a separate page attached to this application.

**APPLICANT HEREBY ACKNOWLEDGES AND AGREES THAT (1) AN APPROVAL GRANTED BY A LAND DEVELOPMENT BOARD OF THE CITY SHALL BE SUBJECT TO ANY AND ALL CONDITIONS IMPOSED BY SUCH BOARD AND BY ANY OTHER BOARD HAVING JURISDICTION, AND (2) APPLICANT'S PROJECT SHALL COMPLY WITH THE CODE OF THE CITY OF MIAMI BEACH AND ALL OTHER APPLICABLE CITY, STATE AND FEDERAL LAWS.**

**APPLICANT AFFIDAVIT**

STATE OF Florida

COUNTY OF Miami-Dade

I, Jacques Bessoudo, being first duly sworn, depose and certify as follows: (1) I am the applicant or representative of the applicant. (2) This application and all information submitted in support of this application, including sketches, data, and other supplementary materials, are true and correct to the best of my knowledge and belief.

[Signature]  
SIGNATURE

Sworn to and subscribed before me this 10 day of November, 2020. The foregoing instrument was acknowledged before me by Jacques Bessoudo, who has produced Driver License as identification and/or is personally known to me and who did/did not take an oath.

NOTARY SEAL OR STAMP



My Commission Expires: \_\_\_\_\_

[Signature]  
NOTARY PUBLIC  
Aida Roman Martin  
PRINT NAME

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STATE OF Florida

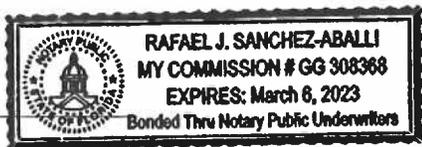
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[Signature]  
NOTARY PUBLIC  
Rafael Sanchez-Aballi  
PRINT NAME

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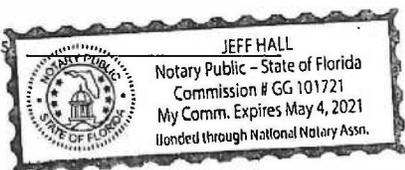
Haimi Yehezkel  
**SIGNATURE**

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NOTARY SEAL OR STAMP

Jeff Hall  
**NOTARY PUBLIC**  
Jeff Hall  
**PRINT NAME**

My Commission Expires



## Exhibit "A"

### Legal Description

Lots 1, 2, 3, 4, 9, 10, 11 and 12 in Block 8 of Normandy Beach South, according to the Plat thereof, as recorded in Plat Book 21, Page 54, of the Public Records of Miami-Dade County, Florida.



Akerman LLP  
Three Brickell City Centre  
98 Southeast Seventh Street  
Suite 1100  
Miami, FL 33131  
Tel: 305.374.5600  
Fax: 305.374.5095

December 7, 2020

**VIA HAND DELIVERY**

Chair and Members of the Design Review Board  
City of Miami Beach  
1700 Convention Center Drive  
Miami Beach, FL 33139

**RE: Modification of previous approval (DRB18-0236) to allow for a phased development permit in order to accommodate the terms of a long term lease for the Denny's restaurant located at 7140 Collins Avenue**

Our firm represents Collins & 72<sup>nd</sup> Developers, LLC ("Applicant") who is the owner of four parcels<sup>1</sup> of land; and Casa Grande Shopping Center, LLC, who owns three parcels of land<sup>2</sup> and AHM Advisors, LLC who owns the parcel located at 7118 Collins Avenue (02-3211-002-0630) have also joined in this application. Together, all of the parcels are located on the block bounded by Collins Avenue on the east, 72<sup>nd</sup> Street on the north, Harding Avenue on the west and 71<sup>st</sup> Street on the south (the "Property") – though the Property does not include the two parcels that directly abut 71<sup>st</sup> Street. The Property totals 49,890 square feet (1.145 acres).

Applicant previously received approval from the Design Review Board ("DRB") on June 5, 2018 (DRB18-0236) for the construction of a 11-story hotel/condo building with ground floor retail and a parking garage on the Property (the "Prior Approval").<sup>3</sup> A copy of the DRB Order for the Prior Approval is enclosed as **Exhibit A**. Currently, the Prior Approval is still valid until October 25, 2021 and it can be extended further due to the state of emergency currently in effect for the COVID-19 pandemic. Applicant has also applied for a building permit (BC1706135) to build the Prior Approval with a mix of co-living units (168) and hotel rooms (74). The building permit drawings do not alter the physical appearance of the building approved by the DRB under the Prior Approval.

In order to accommodate the terms of the lease for the Denny's restaurant located at 7140 Collins Avenue (at the corner of 72<sup>nd</sup> Street & Collins), under this application Applicant proposes a phased development permit where Phase 1 of the development permit would

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<sup>1</sup> Folios 02-3211-002-0660 (7140 Collins Avenue), 02-3211-002-0650 (7134 Collins Avenue), 02-3211-002-0640 (7124 Collins Avenue) and 02-3211-002-0600 (7121 Harding Avenue).

<sup>2</sup> Folios 02-3211-002-0570, 02-3211-002-0580 and 02-3211-002-0590.

<sup>3</sup> Applicant also received approval from the Planning Board on May 22, 2018 (PB18-0192) for mechanical parking but the proposed project does not alter the mechanical parking so a modification of the Planning Board approval is not required.

permit the construction of the Prior Approval except for modifications in order to allow Denny's to have a 3-space parking lot and trash room on the west side of the Denny's building in a similar but improved condition; and Phase 2 – which would be implemented when the Denny's lease expires on November 30, 2032 – would permit the construction of the same building approved under the Prior Approval. Phase 2 would be accomplished by demolishing the 3-space parking lot and trash room and converting it to a retail store and combining it with the other retail space to the west and south of the 3-space parking lot.

Applicant has negotiated tirelessly with Denny's so that Denny's would accept using the parking spaces located within the parking garage of the overall project as provided for in the Prior Approval but Denny's has not accepted and under the terms of their lease<sup>4</sup>, a copy of which has been submitted as part of the application materials, Denny's insists on the continued use of the three parking spaces and trash room.

The Prior Approval was granted when the applicable zoning district for the Property was TC-1. Since the Prior Approval was granted the applicable zoning district has changed to TC-C. Therefore, the aspects of the proposed project that are changing, i.e. the incorporation of the 3-space parking lot and trash room for Denny's into the new construction, must be analyzed under the TC-C district regulations and doing so requires five variances to be granted by the DRB. However, because Phase 1 of the proposed project is only being done to accommodate Denny's during the length of their lease and Phase 2 will re-implement the Prior Approval, all of the variances associated with Phase 1 are in essence temporary variances.

Without approval of the proposed phased development permit the project will not be able to be constructed and North Beach will lose out on a well-designed project that would transform an important block within North Beach that is immediately adjacent to the City-owned parking lot to the north that will be redeveloped in the near future. The Property is currently half vacant and developed with run-down retail storefronts on Collins Avenue. The proposed project would bring construction jobs and permanent jobs, permit revenue and increased property taxes during the pandemic when not all projects are moving forward.

Applicant's request for a phased development permit is being made under the provisions of Sec. 142-746(b) of the TC-C district regulations. This section says:

Notwithstanding the requirements of subsection (a) above, if said nonconforming building has a tenant with a lease that prevents the structure from being made conforming as part of the land use board approval, then the following shall apply:

- (1) A phased development permit, pursuant to section 118-259, shall be applied for as part of the land use board approval process. The phased development approval shall require the nonconforming building to be redeveloped into a conforming building. The phasing time limit shall be the minimum necessary to allow for the completion of the lease.
- (2) A certified copy of the lease shall be provided as part of the land use board application.

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<sup>4</sup> Section 62, page 21.

Applicant's request for a phased development permit is consistent with the TC-C regulations stated above regarding a nonconforming building with a lease that prevents the structure from being made conforming. The existing nonconforming 3-space parking lot will be eliminated after the Denny's lease expires and filled in with a retail storefront that meets the TC-C regulations. Applicant proposes that the development order could contain a condition of approval that says something similar to, *"Upon the expiration of the Lease on November 30, 2032, Applicant shall have 18 months to receive a building permit for the construction of the Phase 2 improvements."* Eighteen months is the same timeframe any applicant has under a board order to receive a building permit for construction.

Since Phase 2 of the proposed phased development permit is the same building as the Prior Approval, this letter of intent will not go into the details of how the Prior Approval meets the design review criteria but a copy of the letter of intent for the Prior Approval is enclosed as **Exhibit B**. Even though the Prior Approval was granted prior to the adoption of the TC-C district regulations, the Prior Approval was designed to be consistent with the North Beach Master Plan prepared by Dover Kohl – which served as the guidelines for the TC-C zoning regulations.

As with the Prior Approval, although the existing Denny's building will remain, it will receive a new façade with elements matching and extending the vocabulary of the new building. The existing awning will be replaced with an awning that matches the color scheme of the overall project. The new awning will extend out as far as the existing awnings (to within 1.6' along Collins Avenue and 0.8' along 72<sup>nd</sup> Street) but the new awning will curve along the curved property line at the corner of Collins & 72<sup>nd</sup> Street, whereas the existing awning extends beyond the curved property line.

One other change between the Prior Approval and the proposed phased development permit plans is that the space above Denny's will not be part of the parking garage. The exterior north and east elevations of the project will not change due to this change and the minimum required parking for the overall project is still met.

Although the Phase 1 plans don't comply with the TC-C regulations and require variances, the Phase 1 plans are an improvement over the existing condition, which is what would remain indefinitely if the proposed phased development permit is not approved. Currently Denny's has a surface parking lot on the west side of their building that is not screened from view from 72<sup>nd</sup> Street and the trash room at the south end of the parking lot is also not screened, see the inset picture. The Phase 1 plans place the three parking spaces behind a combination of a decorative screened gate that will remain closed across the driveway unless in use and there will be a retail display window in front of the parking spaces which will hide the view of the parking spaces. Furthermore, the trash room inside of the parking lot will also be screened so that when the gate into the parking lot is open, the dumpsters will not be visible, which is not the case with the existing condition as evidenced by the picture above.



As a stand-alone property the Denny's property would be entitled to have and keep its own curb cut – and this existing condition would remain indefinitely if the proposed phased development permit project is not approved. The proposed project takes eight separate parcels, which could have several different curb cuts, and combines them into one location for Phase 2 and maintains and improves the Denny's curb cut for Phase 1. Pursuant to Sec. 142-745(a)(12)c, Applicant is requesting a waiver for driveways for parking and loading to be combined (the driveway for loading for the project is on Harding and maintaining the driveway on 72<sup>nd</sup> Street during Phase 1 for the three parking spaces necessitates the waiver).

#### **A. Sea Level Rise Criteria**

In order to ensure that the Project is resilient in light of the effects of sea level rise, the sea level rise and resiliency review criteria from Section 133-50 of the LDRs is addressed below.

**1) A recycling or salvage plan for partial or total demolition shall be provided.**

A recycling plan will be provided as part of the submittal for a demolition permit to the building department.

**2) Windows that are proposed to be replaced shall be hurricane proof impact windows.**

All windows in the proposed building will be hurricane proof impact windows.

**3) Where feasible and appropriate, passive cooling systems, such as operable windows, shall be provided.**

The windows for hotel and residential units will be operable.

**4) Resilient landscaping (salt tolerant, highly water-absorbent, native, or Florida-friendly plants) shall be provided, in accordance with chapter 126 of the city Code.**

All new landscaping will consist of Florida friendly plants.

**5) The project applicant shall consider the adopted sea level rise projections in the Southeast Florida Regional Climate Action Plan, as may be revised from time-to-time by the Southeast Florida Regional Climate Change Compact. The applicant shall also specifically study the land elevation of the subject property and the elevation of surrounding properties.**

According to the survey, the ground varies in elevation from approximately 5' NGVD along Harding Avenue to 6' NGVD along Collins Avenue. The first floor of the building is proposed to be at an elevation of 6' NGVD and the building is designed such that the first floor has a 15' clear height from the base flood elevation plus the minimum freeboard, which is 9' NGVD, and an overall height of 18'. This will allow for the raising of the finished floor of the ground floor retail uses in the future if the surrounding roads are raised. The Project is therefore not anticipated to be excessively impacted by Sea Level Rise in the timeframe included in the Sea Level Rise projection.

- 6) The ground floor, driveways, and garage ramping for new construction shall be adaptable to the raising of public rights-of-way and adjacent land, and shall provide sufficient height and space to ensure that the entry ways and exits can be modified to accommodate a higher street height of up to three additional feet in height.**

There are no ramps in the parking garage because it uses car elevators instead. The configuration of the driveways with the streets allows for the raising of the streets and the driveways will still work with slight ramps downward into the vehicular use areas if necessary.

- 7) As applicable to all new construction, all critical mechanical and electrical systems shall be located above base flood elevation. All redevelopment projects shall, whenever practicable and economically reasonable, include the relocation of all critical mechanical and electrical systems to a location above base flood elevation.**

All critical mechanical and electrical systems will be located above base flood elevation and on roofs when available.

- 8) Existing buildings shall, wherever reasonably feasible and economically appropriate, be elevated up to base flood elevation, plus City of Miami Beach Freeboard.**

The only existing building to remain, the Denny's building at 7140 Collins Avenue, will remain with its first floor elevation at 6.2' NGVD. However, as with the rest of the first floor retail, the first floor will be 18' tall, which allows for the future raising of the first floor retail if the surrounding streets are raised.

- 9) When habitable space is located below the base flood elevation plus City of Miami Beach Freeboard, wet or dry flood proofing systems will be provided in accordance with Chapter of 54 of the City Code.**

The building will provide dry flood proofing systems for the habitable spaces located below the base flood elevation.

- 10) As applicable to all new construction, stormwater retention systems shall be provided.**

The Project site's stormwater management system has been designed to retain all runoff (i.e., stormwater) generated from the site in accordance with the design criteria set forth by the FDEP/South Florida Water Management District and Miami-Dade County. The runoff will be retained for treatment, as applicable, and then discharged into deep injection drainage wells. It is not necessary or appropriate for water retention systems to be installed on this site, as the stormwater runoff generated from the design rainfall event is being managed within the boundaries of the property using the deep injection wells and trench drains.

- 11) Cool pavement materials or porous pavement materials shall be utilized.**

The project will utilize such materials, which will be detailed with the building permit construction drawings.

- 12) The design of each project shall minimize the potential for heat island effects on-site.**

The project's extensive ground level landscaping and use of the roof of the parking garage as an amenity deck will minimize the heat island effects.

## **B. Variances**

The phased development permit requires five variances, all of which only relate to the interim Phase 1, as described below.

**#1. Sec. 142-745(e)(2)(b). Except where required for driveways and utility infrastructure, the ground floor shall contain habitable space with a minimum depth of 50 feet from the building façade.** The Phase 1 plans cannot accommodate a 50-foot deep habitable space and the 3-space parking garage. Instead of providing habitable space the Phase 1 plans provide a 2-foot deep retail display window to mask the parking spaces and the driveway will be hidden with a roll down decorative gate when not in use. The permanent Phase 2 plans do provide a 50-foot deep habitable space along 72<sup>nd</sup> Street.

**#2. Sec. 142-745(e)(2)(e). Ground floor and surface parking shall be setback a minimum of 50 feet from the building façade and be concealed from view from the clear pedestrian path.** As explained in #1 above, the Phase 1 plans cannot accommodate a 50-foot setback for the 3-space parking garage.

**#3. Sec. 142-745(e)(3). Driveways and vehicle access to off-street parking and loading shall be prohibited on a Class A frontage, unless it is the only means of egress to the site.** 72<sup>nd</sup> Street and Collins Avenue are both Class A frontages. The Denny's property only has frontage on Class A frontages. The Phase 1 plans improve the existing driveway connection that Denny's has on 72<sup>nd</sup> Street and the Phase 2 plans remove the driveway connection altogether.

**#4. Sec. 142-745(a)(8)(b). Frontages for commercial, hotel, and access to upper level frontage shall contain a minimum of 70 percent clear glass windows with views into the habitable space.** The portion of the frontage along 72<sup>nd</sup> Street that is being modified with the Phase 1 plans has 21.5% of clear glass windows (61.5% if you analyze the entirety of the 72<sup>nd</sup> Street frontage). Upon the implementation of Phase 2 this percentage increases to 41%. However, when calculated along the entire 72<sup>nd</sup> Street frontage, the percentage of clear glass windows is 70.3% for Phase 2, which meets the standard.

**#5. Sec. 142-745(a)(10)(a). Parking facilities shall be entirely screened from view from public rights-of-way and clear pedestrian paths.** The three-space parking lot behind Denny's will be screened from view from the public right of way by a rolldown gate and retail display window. However, when the gate is up due to vehicles accessing the parking lot it will be visible, which has been determined to require a variance. The Phase 2 plans remove the driveway connection and therefore the variance would no longer be applicable.

Section 118-353(d) of the City's Zoning Code establishes eight (8) criteria by which requests for variances are evaluated by the Board Of Adjustment. These criteria are listed below in bold and underline text, with our response following each criteria in plain text.

The City Charter, Subpart B, Article I, Sec. 2 also says, "*Where there are practical difficulties or unnecessary hardships in the way of carrying out the strict letter of said Zoning Ordinance, the Board of Adjustment shall have the power in passing upon appeals, to vary or*

*modify any regulations or provisions of such ordinance relating to the use, construction, or alteration of buildings or structures, or the use of land, so that the spirit of the Zoning Ordinance shall be observed, public safety and welfare secured, and substantial justice done."* We believe our responses below will show that there are practical difficulties and unnecessary hardships associated with our request for variances.

**(1) Special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same zoning district.**

The situation of Denny's having a lease that permit them to maintain a parking lot on their property is unique and not applicable to other properties in the TC-C district. Phase 1 of the phased development permit requires the five variances but Phase 2 eliminates the need for all of the variances.

**(2) The special conditions and circumstances do not result from the action of the applicant.**

The Applicant did not enter into the lease with Denny's, a predecessor did. The Applicant has tried ad nauseam to get the Denny's lease holder to utilize the parking spaces in the parking garage of the overall project but the leaseholder insists on maintaining a parking lot on the Denny's property. The Phase 1 plans offer a great improvement over the existing condition and the variances associated with the Phase 1 plans are eliminated with the implementation of the Phase 2 plans at the end of the Denny's lease.

**(3) Granting the variance requested will not confer on the applicant any special privilege that is denied by these land development regulations to other lands, buildings, or structures in the same zoning district.**

Granting the variances does not confer any special privilege to the Applicant since the driveway connection and parking already exist. Granting the variances would actually improve the existing condition during Phase 1 and the variances are not needed for Phase 2.

**(4) Literal interpretation of the provisions of these land development regulations would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of these land development regulations and would work unnecessary and undue hardship on the applicant.**

The literal interpretation of the land development regulations would be an undue hardship on the applicant because to deny the variances would be to deny the improvement of the existing condition and the entire project, which is a catalytic project for North Beach, would not be able to move forward.

**(5) The variance granted is the minimum variance that will make possible the reasonable use of the land, building or structure.**

The variances are the minimum variances necessary to satisfy the lease terms of Denny's while also building the Prior Approval. In fact, the variances are not necessary for Phase 2 of the project.

**(6) The granting of the variance will be in harmony with the general intent and purpose of these land development regulations and that such variance will not be injurious to the area involved or otherwise detrimental to the public welfare.**

Granting the variances will not be injurious to the surrounding area or detrimental to the public welfare. Granting the variances for Phase 1 will improve the existing condition and the variances are not necessary for Phase 2.

**(7) The granting of this request is consistent with the comprehensive plan and does not reduce the levels of service as set forth in the plan.**

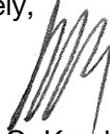
The proposed project is consistent with the comprehensive plan and does not reduce the level of service for any public facility. Granting the variances would not affect the levels of service.

**(8) The granting of the variance will result in a structure and site that complies with the sea level rise and resiliency review criteria in chapter 133, article II, as applicable.**

Granting the variances will not affect the project's compliance with the sea level rise and resiliency review criteria.

We submit to the Design Review Board that the proposed phased development permit project meets the criteria and intent of Sec. 142-746(b) regarding nonconforming buildings in the TC-C district, the phased development permit standards of Sec. 118-259 and the variance hardship criteria as detailed herein. We respectfully request the Design Review Board's favorable review of the Project and granting of the phased development permit and variances.

Sincerely,



Neisen O. Kasdin

**DESIGN REVIEW BOARD**  
**City of Miami Beach, Florida**

MEETING DATE: June 05, 2018

FILE NO: DRB18-0236 (aka DRB16-0054)

PROPERTY: **7118-7140 Collins Avenue and 7117-7121 Harding Avenue**

APPLICANTS: Collins & 72<sup>nd</sup> Developers LLC

LEGAL: Lots 1, 2, 3, 4, 9, 10, 11 and 12 in Block 8 of Normandy Beach South, according to the Plat thereof, as recorded in Plat Book 21, Page 54, of the Public Records of Miami-Dade County, Florida.

IN RE: The Application for exterior design modifications to a previously issued Design Review Approval including the construction of an additional five-story wing component to a new 11-story hotel, other design modifications ~~and variances to reduce the required front setback for a monument sign and to exceed its maximum area, to exceed the maximum allowable projection in required yards and to eliminate the required distance separation from structural columns to the drive aisles.~~

**S U P P L E M E N T A L   O R D E R**

The City of Miami Beach Design Review Board makes the following FINDINGS OF FACT, based upon the evidence, information, testimony and materials presented at the public hearing and which are part of the record for this matter:

**I. Design Review**

- A. The Board has jurisdiction pursuant to Section 118-252(a) of the Miami Beach Code. The property is not located within a designated local historic district and is not a individually designated historic site.
- B. Based on the plans and documents submitted with the application, testimony and information provided by the applicant, and the reasons set forth in the Planning Department Staff Report, the project as submitted is inconsistent with Design Review Criteria 2, 3, 5, 6, 7, 9, 10, 12, and 17 in Section 118-251 of the Miami Beach Code.
- C. Based on the plans and documents submitted with the application, testimony and information provided by the applicant, and the reasons set forth in the Planning Department Staff Report, the project as submitted is consistent with Sea Level Rise Criteria Section 133-50(a) of the Miami Beach Code.
- D. The project would be consistent with the criteria and requirements of section 118-251 if the following conditions are met:

1. All of the original conditions of approval by this Board shall remain in full force and effect under the prior Final Order dated January 03, 2017 for DRB16-0054, except as modified herein.
2. Prior to the issuance of any Building Permit relative to the approval herein, the applicant shall obtain approval from the City Commission for the vacation of the existing utility easement.
3. Revised elevation, site plan and floor plan drawings for the proposed project at **7118-7140 Collins Avenue and 7117-7121 Harding Avenue** shall be submitted to and approved by staff; at a minimum, such drawings shall incorporate the following:
  - a. The local electric distribution systems and other lines/wires shall be buried underground. They shall be placed in a manner that avoids conflicts with street tree plantings.
  - b. For long-distance power transmission lines not otherwise buried, the lines shall be placed on poles for above-ground distribution and shall be located as far away from the intersection of Harding Avenue and 72 Street as possible but still be able to connect to the next pole on the north side of 72 Street. Poles shall be architecturally and artistically treated, in a manner to be reviewed and approved by staff consistent with the Design Review Criteria and/or the directions from the Board.
  - c. The architect shall further refine all street facing façades of the tower levels of the 11-story building, in a manner to be more reminiscent of the originally approved elevations, through the incorporation of more pronounced eyebrows with greater and varied depths, the re-introduction of additional balconies, or other architectural methods in order to provide greater architectural interest, movement and scale along all elevations as seen on the new five-story annex wing, in a manner to be reviewed and approved by staff consistent with the Design Review Criteria and/or the direction from the Board.
  - d. The interior walls of the first level of the parking garage entrance and ramps shall be fully detailed on revised plans. Such interior areas shall consist of high quality, non-stucco surface materials that have a well-finished appearance commensurate with the primary façade of the building, in a manner to be reviewed and approved by staff consistent with the Design Review Criteria and/or the directions from the Board.
  - e. All interior fixtures, including, but not limited to, shelving, partitions, and checkout counters, shall be setback a minimum of ten (10') feet from the east and north walls of the building on the first and second levels, in a manner to be reviewed and approved by staff consistent with the Design Review Criteria and/or the directions from the Board. This shall not prohibit substantially transparent fixtures for display purposes only.



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- f. The final details of all proposed storefront systems and associated details shall be provided for all of the structures on the project site, in a manner to be reviewed and approved by staff consistent with the Design Review Criteria and/or the directions from the Board.
  - g. All window frames shall be composed of brushed anodized aluminum frames. All windows shall consist of clear glass, incorporate the minimum tint required by the energy code, in a manner to be reviewed and approved by staff consistent with the Design Review Criteria and/or the directions from the Board.
  - h. The final details of all exterior surface finishes and materials, including samples, shall be submitted, in a manner to be reviewed and approved by staff consistent with the Design Review Criteria and/or the directions from the Board.
  - i. All kitchen ventilation shall be chased through the interior of the building to the roof. No exhaust ducts or vents shall be permitted on any building street facing elevations.
  - j. All internal garage lighting shall be shielded to buffer views of all direct light sources from outside of the structure, in a manner to be reviewed and approved by staff consistent with the Design Review Criteria and/or the directions from the Board.
  - k. The final design details of the proposed aluminum grill material, including color, shall be submitted in a manner to be reviewed and approved by staff consistent with the Design Review Criteria and/or the directions from the Board.
  - l. All building signage shall require a separate permit. A uniform sign plan for the overall project shall be required. Such sign plan shall be consistent in materials, method of illumination and sign location, in a manner to be reviewed and approved by staff consistent with the Design Review Criteria and/or the directions from the Board.
  - m. All exterior handrails and support posts shall incorporate a flat profile. The final design details, dimensions material and color of all exterior handrails shall be made part of the building permit plans and shall be subject to the review and approval of staff consistent with the Design Review Criteria and/or the directions from the Board
  - n. An artistic super graphic mural shall be installed along a portion of the south side elevations, location and design to be reviewed at a future Design Review Board meeting date as a separate application. The maximum aggregate size of any mural, graphic or image shall not exceed 100 SF, unless otherwise approved by the City Commission by Resolution. Future artistic super graphic along a portion of the south façade shall require City Commission (and not DRB) approval.





adjustments to the maintenance plan in order to ensure survivability, such report shall continue for a period of 18 months unless determined otherwise by staff.

- d. The proposed planting strip that delineates the public sidewalk and outdoor café in private property shall be eliminated with the exception of the crescent-shaped planting area proposed in the northwest corner of the site which shall be permitted provided said area shall be further refined in a more architectural ground treatment in a manner to be reviewed and approved by staff consistent with the Design Review Criteria and/or the directions from the Board; the double row of staggered street trees shall remain as proposed. The proposed trees along the interior side of the public sidewalk shall be installed in tree pits with the standard CMB / ADA accessible bound aggregate system in order to provide a more cohesive pedestrian corridor. The proposed greenspace / swale along the back side of curb shall remain as proposed.
- e. Pavers and concrete banding shall be utilized for the entire entry drive and loading area and hotel drop off area (along Harding Avenue), including alternate colors of concrete banding in place of painted striping in order to visually guide pedestrians of vehicle entrances and drives, in a manner to be reviewed and approved by staff consistent with the Design Review Criteria and/or the directions from the Board.
- f. A fully automatic irrigation system with 100% coverage and an automatic rain sensor in order to render the system inoperative in the event of rain. Right-of-way areas shall also be incorporated as part of the irrigation system.
- g. The utilization of root barriers and Silva Cells, as applicable, shall be clearly delineated on the revised landscape plan. Silva Cells or approved equal should be provided under the adjacent hardscape areas for trees located in public and private property subject to the review and approval of the CMB Urban Forester. A minimum of 1,000 CuFt of good quality planting soils shall be specified per tree, or 800 CuFt per tree when combined with other trees in the same general area.
- h. The applicant shall verify, prior to the issuance of a Building Permit, the exact location of all backflow preventors and all other related devices and fixtures. The location of backflow preventors, Siamese pipes or other related devices and fixtures, if any, and how they are screened with landscape material from the right-of-way, shall be clearly indicated on the site and landscape plans, and shall be subject to the review and approval of staff.
- i. The applicant shall verify, prior to the issuance of a Building Permit, the exact location of all applicable FPL transformers or vault rooms. The location of any exterior transformers and how they are screened with landscape material from the right of way shall be clearly indicated on the



site and landscape plans and shall be subject to the review and approval of staff.

- j. Prior to the issuance of a Certificate of Occupancy, the Landscape Architect or the project architect shall verify, in writing, that the project is consistent with the site and landscape plans approved by the Planning Department for Building Permit.

**In accordance with Section 118-262, the applicant, or the city manager on behalf of the City Administration, or an affected person, Miami Design Preservation League or Dade Heritage Trust may seek review of any order of the Design Review Board by the City Commission, except that orders granting or denying a request for rehearing shall not be reviewed by the Commission.**

## II. Variance(s)

- A. The applicant filed an application with the Planning Department for the following variance(s):

1. ~~A variance to exceed by 2' 5" (49%) the maximum allowable projection of 1' 3" (25%) for roof overhangs within the front (north and east) yards of 5' 0" in order to construct a new building with a roof overhang projection (aluminum cornice) of 3' 8" (74%) into the side (north and east) yards.~~
2. ~~A variance to exceed by 10 SF the maximum permitted area of 15 SF for a monument sign in order to install a new monument sign with a total sign area up to 25 SF facing Harding Avenue~~
3. ~~A variance to reduce by 4' 4" the minimum required front setback of 10' 0" in order to construct a new detached monument sign at 5' 8" from the front property line facing Harding Avenue.~~
4. ~~A variance to eliminate the required 1' 6" distance separation from the building structure to the interior drive aisle for 90° parking in order to construct a parking level with several columns setback up to 0' from the edge of the required drive aisle for a new residential building.~~

(Variances withdrawn, variances #2 and #3 were withdrawn without prejudice)

**The decision of the Board regarding variances shall be final and there shall be no further review thereof except by resort to a court of competent jurisdiction by petition for writ of certiorari.**

## III. General Terms and Conditions applying to both 'I. Design Review Approval and 'II. Variances' noted above.

- A. If applicable, the applicant shall comply with the electric vehicle parking requirements, pursuant to Sec. 130-39 of the City Code.

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- B. The proposed elimination of the on-street parking spaces will require the review and approval of the Parking Department. The costs associated with the removal of the parking spaces will be the responsibility of the developer.
- C. All new construction over 7,000 square feet shall be required to be, at a minimum, certified as LEED Gold by USGBC. In lieu of achieving LEED Gold certification, properties can elect to pay a sustainability fee, pursuant to Chapter 133 of the City Code. This fee is set as a percentage of the cost of construction.
- D. Where one or more parcels are unified for a single development, the property owner shall execute and record a unity of title or a covenant in lieu of unity of title, as may be applicable, in a form acceptable to the City Attorney.
- E. In the event Code Compliance receives complaints of unreasonably loud noise from mechanical and/or electrical equipment, and determines the complaints to be valid, even if the equipment is operating pursuant to manufacturer specifications, the applicant shall take such steps to mitigate the noise with noise attenuating materials as reviewed and verified by an acoustic engineer, subject to the review and approval of staff based upon the design review or appropriateness criteria, and/or directions received from the Board.
- F. A Construction Parking and Traffic Management Plan (CPTMP) shall be approved by the Parking Director pursuant to Chapter 106, Article II, Division 3 of the City Code, prior to the issuance of a Building Permit.
- G. The final building plans shall meet all other requirements of the Land Development Regulations of the City Code.
- H. The Supplemental Final Order shall be recorded in the Public Records of Miami-Dade County, prior to the issuance of a Building Permit.
- I. Satisfaction of all conditions is required for the Planning Department to give its approval on a Certificate of Occupancy; a Temporary Certificate of Occupancy or Partial Certificate of Occupancy may also be conditionally granted Planning Departmental approval.
- J. The Supplemental Final Order is not severable, and if any provision or condition hereof is held void or unconstitutional in a final decision by a court of competent jurisdiction, the order shall be returned to the Board for reconsideration as to whether the order meets the criteria for approval absent the stricken provision or condition, and/or it is appropriate to modify the remaining conditions or impose new conditions.
- K. The conditions of approval herein are binding on the applicant, the property's owners, operators, and all successors in interest and assigns.
- L. Nothing in this order authorizes a violation of the City Code or other applicable law, nor allows a relaxation of any requirement or standard set forth in the City Code.

IT IS HEREBY ORDERED, based upon the foregoing findings of fact, the evidence, information, testimony and materials presented at the public hearing, which are part of the record for this matter, and the staff report and analysis, which are adopted herein, including the staff



recommendations which were adopted by the Board, as modified at the Board hearing, that the Application for Design Review approval is GRANTED and the application for a variance is APPROVED for the above-referenced project subject to those certain conditions specified in Paragraph I, II, III of the Findings of Fact, to which the applicant has agreed.

PROVIDED, the applicant shall build substantially in accordance with the plans approved by the Design Review Board, as determined by staff, entitled "72+ Collins Hotel & Condominium", as prepared by **Revuelta Architecture International**, dated April 06, 2018, and those supplemental plans presented at the DRB hearing on 6/5/18, and modified in accordance with the conditions set forth in this Order and staff review and approval.

No building permit may be issued unless and until all conditions of approval that must be satisfied prior to permit issuance as set forth in this Order have been met. The issuance of Design Review Approval does not relieve the applicant from obtaining all other required Municipal, County and/or State reviews and permits, including final zoning approval. If adequate handicapped access is not provided on the Board-approved plans, this approval does not mean that such handicapped access is not required.

When requesting a building permit, the plans submitted to the Building Department for permit shall be consistent with the plans approved by the Board, modified in accordance with the conditions set forth in this Order.

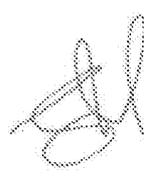
If the Full Building Permit for the project is not issued within eighteen (18) months of the meeting date at which the original Design Review Approval was granted, the Design Review Approval will expire and become null and void, unless the applicant makes application to the Board for an extension of time, in accordance with the requirements and procedures of Chapter 118 of the City Code; the granting of any such extension of time shall be at the discretion of the Board. At the hearing on any such application, the Board may deny or approve the request and modify the above conditions or impose additional conditions. If the Full Building Permit should expire for any reason (including but not limited to construction not commencing and continuing, with required inspections, in accordance with the applicable Building Code), the Design Review Approval will expire and become null and void.

Dated this 12<sup>th</sup> day of June, 2018.

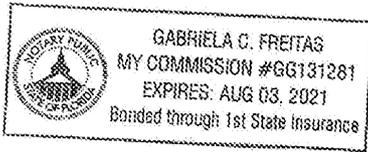
DESIGN REVIEW BOARD  
THE CITY OF MIAMI BEACH, FLORIDA

BY:   
JAMES G. MURPHY  
CHIEF OF URBAN DESIGN  
FOR THE CHAIR

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



The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of June 2018 by James G. Murphy, Chief of Urban Design, Planning Department, City of Miami Beach, Florida, a Florida Municipal Corporation, on behalf of the Corporation. He is personally known to me.



*[Handwritten Signature]*  
NOTARY PUBLIC  
Miami-Dade County, Florida  
My commission expires: 8-3-21

Approved As To Form:  
City Attorney's Office: Dick Allegris (6/8/2018)  
Filed with the Clerk of the Design Review Board on Jessie Jouley (6/13/18)

*[Handwritten Signature]*

**PLANNING BOARD  
CITY OF MIAMI BEACH, FLORIDA**

**PROPERTY:** 7116-7140 Collins Avenue and 7117-7145 Harding Avenue.

**FILE NO.** PB18-0192 f.k.a. PB16-0062

**IN RE:** The applicants, Collins and 72nd Developers, LLC, Casa Grande Shopping Center, LLC, and AHM Advisors, LLC, requested modifications to a previously issued Conditional Use approval for the construction of a new 11-story mixed-use development exceeding 50,000 square feet including a mechanical parking garage pursuant to Section 118, Article IV and Section 130, Article II of the City Code. Specifically, the applicants requested to expand the size of the previously approved hotel/residential tower, and associated changes to the site plan and parking garage.

**LEGAL**

**DESCRIPTION:** Lots 1, 2, 3, 4, 9, 10, 11 and 12 in Block 8 of Normandy Beach South, according to the Plat thereof, as recorded in Plat Book 21, Page 54, of the Public Records of Miami- Dade County, Florida.

**MEETING DATE:** December 20, 2016, May 22, 2018

**MODIFIED CONDITIONAL USE PERMIT**

The applicant, Collins and 72nd Developers, LLC, Casa Grande Shopping Center, LLC, and AHM Advisors, LLC, requested modifications to a previously issued Conditional Use approval for the construction of a new 11-story mixed-use development exceeding 50,000 square feet including a mechanical parking garage pursuant to Section 118, Article IV and Section 130, Article II of the City Code. Specifically, the applicants are requesting to expand the size of the previously approved hotel/residential tower, and associated changes to the site plan and parking garage. Notice of the request was given as required by law and mailed out to owners of property within a distance of 375 feet of the exterior limits of the property upon which the application was made.

The Planning Board of the City of Miami Beach makes the following FINDINGS OF FACT, based upon the evidence, information, testimony and materials presented at the public hearing and which are part of the of the record for this matter:

The property in question is located in the TC-1 town center core district.

The uses are consistent with the Comprehensive Plan for the area in which the property is located;

The intended uses or construction will not result in an impact that will exceed the thresholds for the levels of service as set forth in the Comprehensive Plan;

The structures and uses associated with the request are consistent with the Land Development Regulations;

The public health, safety, morals, and general welfare will not be adversely affected;

Necessary safeguards will be provided for the protection of surrounding property, persons, and neighborhood values.

**IT IS THEREFORE ORDERED**, based upon the foregoing findings of fact, the evidence, information, testimony and materials presented at the public hearing, which are part of the record for this matter, and the staff report and analysis, which is adopted herein, including the staff recommendations, that the Conditional Use Permit be GRANTED, as provided below. Underlining denotes new language and ~~strikethrough~~ denotes stricken language from the previous Order dated December 20, 2016.:

1. This Conditional Use Permit is issued to Collins and 72nd Developers, LLC, Casa Grande Shopping Center, LLC, and AHM Advisors, LLC, to construct ~~a ten (10) an~~ eleven (11) story mixed-use hotel project, with retail space on the first floor, parking on the 2<sup>nd</sup> floor, and food and beverage areas located on the roof of the second floor (3<sup>rd</sup> level) and on the 8<sup>th</sup> level. Any proposed change to the uses approved in this Conditional Use shall require the review and approval of the Planning Board.
2. The Planning Board shall maintain jurisdiction of this Conditional Use Permit. The applicant shall appear before the Planning Board for a progress report within 180 days from the issuance of the business tax receipt (BTR) for the hotel. When BTR's are issued for at least 75% of the building area, but no later than one (1) year from the issuance of the BTR for the proposed hotel use, the applicant shall appear before the Planning Board for a progress report specific to traffic, including providing a full revised traffic study outlining the actual transportation operations on-site and in the surrounding initial study area, and including valet operations and loading/servicing of the building.  
  
The Board reserves the right to modify the Conditional Use approval at the time of a progress report in a non-substantive manner, to impose additional conditions to address possible problems and to determine the timing and need for future progress reports. This Conditional Use is also subject to modification or revocation under City Code Sec. 118-194 (c).
3. The conditions of approval for this Conditional Use Permit are binding on the applicant, the property applicants, operators, and all successors in interest and assigns. Any change of operator or 50% (fifty percent) or more stock ownership, partnership interest or equivalent, shall require review and approval by the Planning Board as a modification to this Conditional Use Permit. Subsequent owners and operators shall be required to appear before the Board, in advance, to affirm their understanding of the conditions listed herein.
4. The Planning Board shall retain the right to call the owner or operator back before them and make modifications to this Conditional Use Permit should there be valid complaints about loud, excessive, unnecessary, or unusual noise. Nothing in this provision shall be deemed to limit the right of the Planning Board to call back the owner or operator for other reasons and for other modifications of this Conditional Use Permit.
5. Substantial modifications to the plans submitted and approved as part of the application, as determined by the Planning Director or designee, may require the applicant to return to the Board for approval.

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6. The applicant, now and in the future, shall abide by all the documents and statements submitted with this application.
  7. All existing overhead utilities, excluding the high voltage transmission line, shall be placed underground at the sole expense of the applicant.
  8. The following shall apply to the operation of the proposed parking garage:
    - a. There shall be security personnel of at least one person, on-site, monitoring the garage during all hours of operation.
    - b. Signs prohibiting tire-screeching and unnecessary horn-honking shall be posted at the garage entrance.
    - c. Signs to minimize vehicle conflict in the driveways in and out of the property shall be posted in appropriate locations.
    - d. The parking lift platforms must be fully load bearing, and must be sealed and of a sufficient width and length to prevent dripping liquids or debris onto the vehicle below.
    - e. All free-standing mechanical parking lifts must be designed so that power is required to lift the car, but that no power is required to lower the car, in order to ensure that the lift can be lowered and the top vehicle can be accessed in the event of a power outage.
    - f. All mechanical lifts must be designed to prevent lowering of the lift when a vehicle is parked below the lift.
    - g. The ceiling heights of any parking level with parking lifts within the parking garage shall be a minimum of 11 feet by six inches.
    - h. All mechanical parking lifts must be inspected and certified as safe and in good working order by a licensed mechanical engineer at least once per year and the findings of the inspection shall be summarized in a report signed by the same licensed mechanical engineer or firm. Such report shall be furnished to the Planning Director and the Building Official.
    - i. All parking lifts shall be maintained and kept in good working order.
    - j. Parking operation shall be by valet attendants only. A contract with a valet operator shall be submitted to staff for review and approval prior to a final Certificate of Occupancy or Business Tax Receipt, whichever occurs first.
    - k. A permanent generator sufficient to power the vehicular elevators shall be required, in a manner to be reviewed and approved by staff.
  9. The Applicant agrees to the following operational conditions for all permitted and accessory uses and shall bind itself, lessees, permittees, concessionaires, renters, guests, users, and successors and assigns and all successors in interest in whole or in part to comply with the following operational and noise attenuation requirements and/or

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limitations. The applicant shall ensure through appropriate contracts, assignments and management rules that these restrictions are enforced and the applicant agrees to include the rules and regulations set forth in these conditions in any contract or assignment:

- a. As proposed by the applicant, the project authorized by this Conditional Use Permit includes the creation and operation of the proposed outdoor bar and pool areas located on the roof of the second floor (3<sup>rd</sup> level) with the criteria listed below:
  - i. The outdoor rooftop venues shall close by 10:00 pm Sunday through Thursday and 12:00 am Friday and Saturday nights. The outdoor bar counters shall close by 8:00pm daily.
  - ii. Ground floor restaurants and cafes shall close by 2:00 am daily.
- b. Shared Bicycle Management Plan: A shared bicycle parking management plan shall be provided, including the provision that the hotel shall provide a minimum of 200 bicycles for the free use of hotel guests and employees, subject to the review and approval of staff
- c. Delivery trucks shall only be permitted to make deliveries from the designated loading spaces contained within the property.
- d. Delivery trucks shall not be allowed to idle in the loading areas.
- e. Equipment and supplies shall not be stored in areas visible from streets, alleys or nearby buildings.
- e. Deliveries and waste collections may occur daily between 7:00 AM and 4:00 PM.
- f. All trash containers shall utilize rubber wheels, or the path for the trash containers shall consist of a surface finish that reduces noise, in a manner to be reviewed and approved by staff.
- g. Adequate trash room space, air conditioned and noise baffled, shall be provided, in a manner to be approved by the Planning and Public Works Departments. Sufficient interior space must be provided so that doors can remain closed while trash and trash bags are being deposited in dumpsters. Doors shall remain closed and secured when not in active use.
- h. Trash room(s)/garbage room(s) shall be large enough, or sufficient in number to accommodate enough dumpsters so that more than one pick up of garbage per day will not be necessary. A high-level trash/garbage compacting device shall be located in an air-conditioned trash/garbage holding room within the facility.
- i. Garbage dumpster covers shall be closed at all times except when in active use.



- j. Restaurant personnel shall take measures to enforce the Patron Age Restriction of the City Code during the hours of operation of all alcoholic beverage establishments.
  - k. No patrons shall be allowed to queue on public rights-of-way, or anywhere on the exterior premises of the subject property.
  - l. The owner/operator shall be responsible for maintaining the areas adjacent to the facility, including the sidewalk, and all areas around the perimeter of the property. These areas shall be kept free of trash, debris and odor, and shall be swept and hosed down at the end of each business day
  - m. Street flyers and handouts shall not be permitted, including handbills from third-party promotions.
  - n. Special Events are limited to six (6), one day events per year on the premises, subject to City Ordinances, rules or regulations existing at the time, and may exceed the occupancy loads specified herein, if permitted by the Fire Marshal, subject to the review and approval of staff.
10. The applicant shall address the following Concurrency and Traffic requirements, as applicable:
- a. A Method of Transportation (MOT) shall be submitted to Public Works Department staff for review and approval prior to the issuance of a building permit. The MOT shall address any traffic flow disruption due to construction activity on the site.
  - b. Prior to the issuance of a building permit, the applicant shall participate in a Transportation Concurrency Management Area Plan (TCMA Plan), if deemed necessary, by paying its fair share cost, as may be determined as determined by the Concurrency Management Division.
  - c. A final concurrency determination shall be conducted prior to the issuance of a Building Permit. Mitigation fees and concurrency administrative costs, if required, shall be paid prior to the issuance of any Building Permit.
  - d. A bicycle parking plan shall be submitted for staff review and approval prior to the issuance of a Business Tax Receipt.
  - e. Valet or loading activities shall not block Harding Avenue at any time.
  - f. A Signal Warrant Analysis and an All-Way Stop Warrant Analysis for the intersection at Harding Avenue/72nd Street Shall be conducted by the applicant. The warrant analyses shall include pedestrian warrants. Based on the findings and recommendations of the warrant analyses, the recommended intersection control for this intersection shall be funded by the Developer for implementation by the City of Miami Beach or Miami-Dade County Department of Transportation and Public Works. If the warrant studies determine that neither of the two intersection controls is warranted, the developer shall, at a minimum, fund the

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installation of an enhanced north-south crosswalk at this intersection to improve pedestrian safety and connectivity consistent with the goals and objectives of the City's Adopted Transportation Master Plan.

- g. A parking evaluation and occupancy study shall be performed three (3) months (but no later than six (6) months) after the issuance of a TCO for the hotel and at least 50% of the commercial uses are in operation. Based upon the evaluation, recommended measures identified in the parking evaluation shall be implemented. Such measures may include smart parking technologies, wayfinding to alternative parking locations, and incentives for retail patrons to utilize the valet services of the hotel, subject to the review and approval of the Transportation Department.
11. All new construction over 7,000 square feet or ground floor additions (whether attached or detached) to existing structures that encompass over 10,000 square feet of additional floor area shall be required to be, at a minimum, certified as LEED Gold by USGBC. In lieu of achieving LEED Gold certification, properties can elect to pay a sustainability fee, pursuant to Chapter 133 of the City Code. This fee is set as a percentage of the cost of construction.
  12. The applicant shall satisfy outstanding liens and past due City bills, if any, to the satisfaction of the City prior to the issuance of a Building permit.
  13. The applicant shall obtain a full building permit within 18 months from the date of approval of this Conditional Use Permit, and the work shall proceed in accordance with the Florida Building Code. Extensions of time for good cause, not to exceed a total of one year for all extensions, may be granted by the Planning Board.
  14. This order is not severable, and if any provision or condition hereof is held void or unconstitutional in a final decision by a court of competent jurisdiction, the order shall be returned to the Board for reconsideration as to whether the order meets the criteria for approval absent the stricken provision or condition, and/or it is appropriate to modify the remaining conditions or impose new conditions.
  15. The Final Order shall be recorded in the Public Records of Miami-Dade County, prior to the issuance of a Building Permit.
  16. The establishment and operation of this Conditional Use shall comply with all the aforementioned conditions of approval; non-compliance shall constitute a violation of the Code of the City of Miami Beach, Florida, and shall be subject to enforcement procedures set forth in Section 114-8 of said Code and such enforcement procedures as are otherwise available. Any failure by the applicant to comply with the conditions of this Order shall also constitute a basis for consideration by the Planning Board for a revocation of this Conditional Use.
  17. Nothing in this order authorizes a violation of the City Code or other applicable law, nor allows a relaxation of any requirement or standard set forth in the City Code.

Dated this 31<sup>st</sup> day of MAY, 2018.

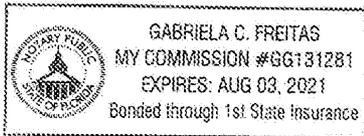
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PLANNING BOARD OF THE  
CITY OF MIAMI BEACH, FLORIDA

BY: Michael Belush  
Michael Belush, AICP  
Chief of Planning and Zoning  
For Chairman

STATE OF FLORIDA )  
COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of May, 2018, by Michael Belush, Planning and Zoning Manager of the City of Miami Beach, Florida, a Florida Municipal Corporation, on behalf of the corporation. He is personally known to me.



Gabriela C. Freitas  
Notary:  
Print Name Gabriela C. Freitas  
Notary Public, State of Florida  
My Commission Expires: 8-3-21  
Commission Number: GG131281

{NOTARIAL SEAL}

Approved As To Form:  
Legal Department [Signature] 5/29/18

Filed with the Clerk of the Planning Board on Jessica Ann Dwyer (5/31/18)

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**PLANNING BOARD  
CITY OF MIAMI BEACH, FLORIDA**

**PROPERTY:** 7116-7140 Collins Avenue and 7117-7145 Harding Avenue.

**FILE NO.** PB16-0062

**IN RE:** The applicants, Collins and 72nd Developers, LLC, Casa Grande Shopping Center, LLC, and AHM Advisors, LLC, requested Conditional Use Approval for the construction of a new 10-story mixed-use development exceeding 50,000 square feet including a mechanical parking garage pursuant to Section 118, Article IV and Section 130, Article II of the City Code.

**LEGAL DESCRIPTION:** Lots 1, 2, 3, 4, 9, 10, 11 and 12 in Block 8 of Normandy Beach South, according to the Plat thereof, as recorded in Plat Book 21, Page 54, of the Public Records of Miami- Dade County, Florida.

**MEETING DATE:** December 20, 2016

**CONDITIONAL USE PERMIT**

The applicant, Collins and 72nd Developers, LLC, Casa Grande Shopping Center, LLC, and AHM Advisors, LLC, requested a Conditional Use approval for the construction of a new ten-story hotel development exceeding 50,000 square feet including a mechanical parking garage, pursuant to Section 118, Article IV, and 130, Article II of the City Code. Notice of the request was given as required by law and mailed out to owners of property within a distance of 375 feet of the exterior limits of the property upon which the application was made.

The Planning Board of the City of Miami Beach makes the following FINDINGS OF FACT, based upon the evidence, information, testimony and materials presented at the public hearing and which are part of the of the record for this matter:

The property in question is located in the TC-1 – Commercial, Medium Intensity Zoning District.

The use is consistent with the Comprehensive Plan for the area in which the property is located;

The intended use or construction will not result in an impact that will exceed the thresholds for the levels of service as set forth in the Comprehensive Plan;

The structures and uses associated with the request are consistent with the Land Development Regulations;

The public health, safety, morals, and general welfare will not be adversely affected;

Necessary safeguards will be provided for the protection of surrounding property, persons, and neighborhood values.

**IT IS THEREFORE ORDERED**, based upon the foregoing findings of fact, the evidence, information, testimony and materials presented at the public hearing, which are part of the record

*MB*

for this matter, and the staff report and analysis, which is adopted herein, including the staff recommendations, that the Conditional Use Permit be GRANTED, as provided below:

1. This Conditional Use Permit is issued to Collins and 72nd Developers, LLC, Casa Grande Shopping Center, LLC, and AHM Advisors, LLC, to construct a ten (10) story mixed-use hotel project, with retail space on the first floor, parking on the 2<sup>nd</sup> floor, and food and beverage areas located on the roof of the second floor (3<sup>rd</sup> level). Any proposed change to the uses approved in this Conditional Use shall require the review and approval of the Planning Board.
2. The Planning Board shall maintain jurisdiction of this Conditional Use Permit. The applicant shall appear before the Planning Board for a progress report within 180 days from the issuance of the business tax receipt (BTR) for the hotel. When BTR's are issued for at least 75% of the building area, but no later than one (1) year from the issuance of the BTR for the proposed hotel use, the applicant shall appear before the Planning Board for a progress report specific to traffic, including providing a full revised traffic study outlining the actual transportation operations on-site and in the surrounding initial study area, and including valet operations and loading/servicing of the building.  
  
The Board reserves the right to modify the Conditional Use approval at the time of a progress report in a non-substantive manner, to impose additional conditions to address possible problems and to determine the timing and need for future progress reports. This Conditional Use is also subject to modification or revocation under City Code Sec. 118-194 (c).
3. ~~The conditions of approval for this Conditional Use Permit are binding on the applicant, the property applicants, operators, and all successors in interest and assigns. Any change of operator or 50% (fifty percent) or more stock ownership, partnership interest or equivalent, shall require review and approval by the Planning Board as a modification to this Conditional Use Permit. Subsequent owners and operators shall be required to appear before the Board, in advance, to affirm their understanding of the conditions listed herein.~~
4. The Planning Board shall retain the right to call the owner or operator back before them and make modifications to this Conditional Use Permit should there be valid complaints about loud, excessive, unnecessary, or unusual noise. Nothing in this provision shall be deemed to limit the right of the Planning Board to call back the owner or operator for other reasons and for other modifications of this Conditional Use Permit.
5. Substantial modifications to the plans submitted and approved as part of the application, as determined by the Planning Director or designee, may require the applicant to return to the Board for approval.
6. The applicant, now and in the future, shall abide by all the documents and statements submitted with this application.
7. All existing overhead utilities, excluding the high voltage transmission line, shall be placed underground at the sole expense of the applicant.

8. The following shall apply to the operation of the proposed parking garage:
- a. There shall be security personnel of at least one person, on-site, monitoring the garage during all hours of operation.
  - b. Signs prohibiting tire-screeching and unnecessary horn-honking shall be posted at the garage entrance.
  - c. Signs to minimize vehicle conflict in the driveways in and out of the property shall be posted in appropriate locations.
  - d. The parking lift platforms must be fully load bearing, and must be sealed and of a sufficient width and length to prevent dripping liquids or debris onto the vehicle below.
  - e. All free-standing mechanical parking lifts must be designed so that power is required to lift the car, but that no power is required to lower the car, in order to ensure that the lift can be lowered and the top vehicle can be accessed in the event of a power outage.
  - f. All mechanical lifts must be designed to prevent lowering of the lift when a vehicle is parked below the lift.
  - g. The ceiling heights of any parking level with parking lifts within the parking garage shall be a minimum of 11 feet by six inches.
  - ~~h. All mechanical parking lifts must be inspected and certified as safe and in good working order by a licensed mechanical engineer at least once per year and the findings of the inspection shall be summarized in a report signed by the same licensed mechanical engineer or firm. Such report shall be furnished to the Planning Director and the Building Official.~~
  - i. All parking lifts shall be maintained and kept in good working order.
  - j. Parking operation shall be by valet attendants only. A contract with a valet operator shall be submitted to staff for review and approval prior to a final Certificate of Occupancy or Business Tax Receipt, whichever occurs first.
  - k. A permanent generator sufficient to power the vehicular elevators shall be required, in ~~a manner to be reviewed and approved by staff.~~
9. The Applicant agrees to the following operational conditions for all permitted and accessory uses and shall bind itself, lessees, permittees, concessionaires, renters, guests, users, and successors and assigns and all successors in interest in whole or in part to comply with the following operational and noise attenuation requirements and/or limitations. The applicant shall ensure through appropriate contracts, assignments and management rules that these restrictions are enforced and the applicant agrees to include the rules and regulations set forth in these conditions in any contract or assignment:



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- a. As proposed by the applicant, the project authorized by this Conditional Use Permit includes the creation and operation of the proposed outdoor bar and pool areas located on the roof of the second floor (3<sup>rd</sup> level) with the criteria listed below:
- i. The outdoor rooftop venue shall close by 10:00 pm Sunday through Thursday and 12:00 am Friday and Saturday nights. The outdoor bar counter shall close by 8:00pm daily.
  - ii. Ground floor restaurants and cafes shall close by 2:00 am daily.
- b. Delivery trucks shall only be permitted to make deliveries from the designated loading spaces contained within the property.
- c. Delivery trucks shall not be allowed to idle in the loading areas.
- d. Equipment and supplies shall not be stored in areas visible from streets, alleys or nearby buildings.
- e. Deliveries and waste collections may occur daily between 7:00 AM and 4:00 PM.
- f. All trash containers shall utilize rubber wheels, or the path for the trash containers shall consist of a surface finish that reduces noise, in a manner to be reviewed and approved by staff.
- ~~g. Adequate trash room space, air conditioned and noise baffled, shall be provided, in a manner to be approved by the Planning and Public Works Departments. Sufficient interior space must be provided so that doors can remain closed while trash and trash bags are being deposited in dumpsters. Doors shall remain closed and secured when not in active use.~~
- h. Trash room(s)/garbage room(s) shall be large enough, or sufficient in number to accommodate enough dumpsters so that more than one pick up of garbage per day will not be necessary. A high-level trash/garbage compacting device shall be located in an air-conditioned trash/garbage holding room within the facility.
- i. Garbage dumpster covers shall be closed at all times except when in active use.
- ~~j. Restaurant personnel shall take measures to enforce the Patron Age Restriction of the City Code during the hours of operation of all alcoholic beverage establishments.~~
- k. No patrons shall be allowed to queue on public rights-of-way, or anywhere on the exterior premises of the subject property.
- l. The owner/operator shall be responsible for maintaining the areas adjacent to the facility, including the sidewalk, and all areas around the perimeter of the property. These areas shall be kept free of trash, debris and odor, and shall be swept and hosed down at the end of each business day



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- m. Street flyers and handouts shall not be permitted, including handbills from third-party promotions.
- n. Special Events are limited to six (6), one day events per year on the premises, subject to City Ordinances, rules or regulations existing at the time, and may exceed the occupancy loads specified herein, if permitted by the Fire Marshal, subject to the review and approval of staff.
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10. The applicant shall address the following Concurrency and Traffic requirements, as applicable:
- a. A Method of Transportation (MOT) shall be submitted to Public Works Department staff for review and approval prior to the issuance of a building permit. The MOT shall address any traffic flow disruption due to construction activity on the site.
  - b. Prior to the issuance of a building permit, the applicant shall participate in a Transportation Concurrency Management Area Plan (TCMA Plan), if deemed necessary, by paying its fair share cost, as may be determined as determined by the Concurrency Management Division.
  - c. A final concurrency determination shall be conducted prior to the issuance of a Building Permit. Mitigation fees and concurrency administrative costs, if required, shall be paid prior to the issuance of any Building Permit.
  - d. ~~A bicycle parking plan shall be submitted for staff review and approval prior to the issuance of a Business Tax Receipt.~~
  - e. Valet or loading activities shall not block Harding Avenue at any time.
  - f. A Signal Warrant Analysis and an All-Way Stop Warrant Analysis for the intersection at Harding Avenue/72nd Street Shall be conducted by the applicant. The warrant analyses shall include pedestrian warrants. Based on the findings and recommendations of the warrant analyses, the recommended intersection control for this intersection shall be funded by the Developer for implementation by the City of Miami Beach or Miami-Dade County Department of Transportation and Public Works. If the warrant studies determine that neither of the two intersection controls is warranted, the developer shall, at a minimum, fund the ~~installation of an enhanced north-south crosswalk at this intersection to improve~~ pedestrian safety and connectivity consistent with the goals and objectives of the City's Adopted Transportation Master Plan.
11. The applicant shall satisfy outstanding liens and past due City bills, if any, to the satisfaction of the City prior to the issuance of a Building permit.
12. The applicant shall obtain a full building permit within 18 months from the date of approval of this Conditional Use Permit, and the work shall proceed in accordance with the Florida Building Code. Extensions of time for good cause, not to exceed a total of one year for all extensions, may be granted by the Planning Board.



- 13. This order is not severable, and if any provision or condition hereof is held void or unconstitutional in a final decision by a court of competent jurisdiction, the order shall be returned to the Board for reconsideration as to whether the order meets the criteria for approval absent the stricken provision or condition, and/or it is appropriate to modify the remaining conditions or impose new conditions.
- 14. The Final Order shall be recorded in the Public Records of Miami-Dade County, prior to the issuance of a Building Permit.
- 15. The establishment and operation of this Conditional Use shall comply with all the aforementioned conditions of approval; non-compliance shall constitute a violation of the Code of the City of Miami Beach, Florida, and shall be subject to enforcement procedures set forth in Section 114-8 of said Code and such enforcement procedures as are otherwise available. Any failure by the applicant to comply with the conditions of this Order shall also constitute a basis for consideration by the Planning Board for a revocation of this Conditional Use.
- 16. Nothing in this order authorizes a violation of the City Code or other applicable law, nor allows a relaxation of any requirement or standard set forth in the City Code.

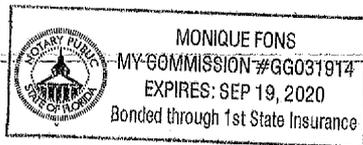
Dated this 19<sup>th</sup> day of JANUARY, 2017.

PLANNING BOARD OF THE  
CITY OF MIAMI BEACH, FLORIDA

BY: Michael Belush  
Michael Belush,  
Planning and Zoning Manager  
For Chairman

STATE OF FLORIDA        )  
COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of January, 2017, by Michael Belush, Planning and Zoning Manager of the City of Miami Beach, Florida, a Florida Municipal Corporation, on behalf of the corporation. He is personally known to me.



Monique Fons  
Notary:  
Print Name MONIQUE FONS  
Notary Public, State of Florida  
My Commission Expires: SEP 19, 2020  
Commission Number:

{NOTARIAL SEAL}

Approved As To Form:  
Legal Department

[Signature] 1/18/17

Filed with the Clerk of the Planning Board on 1/19/2017 [Signature]

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**DESIGN REVIEW BOARD**  
**City of Miami Beach, Florida**

MEETING DATE: January 03, 2017

FILE NO: DRB16-0054

PROPERTY: 7118-7140 Collins Avenue and 7117-7121 Harding Avenue

APPLICANTS: Collins & 72nd Developers LLC, Casa Grande Shopping Center LLC, and AHM Advisors LLC

LEGAL: Lots 1, 2, 3, 4, 9, 10, 11 and 12 in Block 8 of Normandy Beach South, according to the Plat thereof, as recorded in Plat Book 21, Page 54, of the Public Records of Miami-Dade County, Florida.

IN RE: The Application for Design Review Approval for the construction of a new 10-story hotel to replace three vacant parcels of land, a surface parking lot and three one-story retail buildings while two one-story retail buildings will remain, one of which will be altered with exterior design changes. Additionally, the applicants are also requesting Design Review Board approval for variances to reduce the required setback for new FPL power lines.

**ORDER**

The City of Miami Beach Design Review Board makes the following FINDINGS OF FACT, based upon the evidence, information, testimony and materials presented at the public hearing and which are part of the record for this matter:

**I. Design Review**

- A. The Board has jurisdiction pursuant to Section 118-252(a) of the Miami Beach Code. The property is not located within a designated local historic district and is not an individually designated historic site.
- B. Based on the plans and documents submitted with the application, testimony and information provided by the applicant, and the reasons set forth in the Planning Department Staff Report, the project as submitted is inconsistent with Design Review Criteria 2, 3, 5, 6, 7, 8, 9, 12, 14, 15, and 16 in Section 118-251 of the Miami Beach Code.
- C. The project would remain consistent with the criteria and requirements of Section 118-251 if the following conditions are met:
  1. Prior to the issuance of any Building Permit relative to the approval herein, the applicant shall obtain approval from the City Commission for the vacation of the existing utility easement.



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2. Revised elevation, site plan and floor plan drawings shall be submitted to and approved by staff; at a minimum, such drawings shall incorporate the following:
- a. The interior walls of the first level of the parking garage entrance and ramps shall be fully detailed on revised plans. Such interior areas shall consist of high quality, non-stucco surface materials which have a well finished appearance commensurate with the primary façade of the building, in a manner to be reviewed and approved by staff consistent with the Design Review Criteria and/or the directions from the Board.
  - b. All interior fixtures, including, but not limited to, shelving, partitions, and checkout counters, shall be setback a minimum of ten (10') feet from the east and north walls of the building on the first and second levels, in a manner to be reviewed and approved by staff consistent with the Design Review Criteria and/or the directions from the Board. This shall not prohibit substantially transparent fixtures for display purposes only.
  - c. The final details of all proposed storefront systems and associated details shall be provided for all of the structures on the project site, in a manner to be reviewed and approved by staff consistent with the Design Review Criteria and/or the directions from the Board
  - d. All window frames shall be composed of brushed anodized aluminum frames. All windows shall consist of clear glass, incorporate the minimum tint required by the energy code, in a manner to be reviewed and approved by staff consistent with the Design Review Criteria and/or the directions from the Board.
  - e. The final details of all exterior surface finishes and materials, including samples, shall be submitted, in a manner to be reviewed and approved by staff consistent with the Design Review Criteria and/or the directions from the Board.
  - f. All kitchen ventilation shall be chased through the interior of the building to the roof. No exhaust ducts or vents shall be permitted on any building street facing elevations.
  - g. All internal garage lighting shall be shielded to buffer views of all direct light sources from outside of the structure, in a manner to be reviewed and approved by staff consistent with the Design Review Criteria and/or the directions from the Board.
  - h. The final design details of the proposed aluminum grill material, including color, shall be submitted in a manner to be reviewed and approved by staff consistent with the Design Review Criteria and/or the directions from the Board.
  - i. All building signage shall require a separate permit. A uniform sign plan for the overall project shall be required. Such sign plan shall be consistent in materials, method of illumination and sign location, in a manner to be

- reviewed and approved by staff consistent with the Design Review Criteria and/or the directions from the Board.
- j. All exterior handrails and support posts shall incorporate a flat profile. The final design details, dimensions material and color of all exterior handrails shall be made part of the building permit plans and shall be subject to the review and approval of staff consistent with the Design Review Criteria and/or the directions from the Board
  - k. An artistic super graphic mural shall be installed along a portion of the south side elevations, location and design to be reviewed at a future Design Review Board meeting date as a separate application.
  - l. The final design and placement and model/type of all street furniture and fixtures, shall be reviewed by the Planning Department. A minimum of one (1) bench shall be provided for every 100 linear feet of street frontage and a minimum of one (1) waste bin shall be provided at each block corner and at intervals of no more than 300 feet
  - m. The final design and details, including materials, exterior finishes, glazing, railings, and any architectural projections and features, shall be provided in a manner to be reviewed and approved by staff consistent with the Design Review Criteria and/or the directions from the Board.
  - n. All roof-top fixtures, air-conditioning units and mechanical devices shall be clearly noted on a revised roof plan and shall be screened from view, in a manner to be reviewed and approved by staff consistent with the Design Review Criteria and/or the directions from the Board.
  - o. A copy of all pages of the recorded Final Order shall be scanned into the plans submitted for building permit, and shall be located immediately after the front cover page of the permit plans.
  - p. Prior to the issuance of a Certificate of Occupancy, the project Architect shall verify, in writing, that the subject project has been constructed in accordance with the plans approved by the Planning Department for Building Permit.
3. A revised landscape plan, prepared by a Professional Landscape Architect, registered in the State of Florida, and corresponding site plan, shall be submitted to and approved by staff. The species type, quantity, dimensions, spacing, location and overall height of all plant material shall be clearly delineated and subject to the review and approval of staff. At a minimum, such plan shall incorporate the following:
- a. Prior to the issuance of a building permit, the applicant shall submit a tree protection plan for all trees to be retained on site. Such plan shall be subject to the review and approval of staff, and shall include, but not be limited to a sturdy tree protection fence installed at the dripline of the trees prior to any construction.

- b. In order to identify, protect and preserve mature trees on site, which are suitable for retention and relocation, a Tree Report prepared by a Certified Tree Arborist shall be submitted for the mature trees on site.
- c. Any tree identified to be in good overall condition shall be retained, and protected in its current location if it is not in conflict with the proposed development, or it shall be relocated on site, if determined feasible, subject to the review and approval of staff. A tree care and watering plan also prepared by a Certified Arborist shall be submitted prior to the issuance of a Building Permit or Tree Removal/Relocation Permit. Subsequent to any approved relocation, a monthly report prepared by a Certified Arborist shall be provided to staff describing the overall tree performance and adjustments to the maintenance plan in order to ensure survivability, such report shall continue for a period of 18 months unless determined otherwise by staff.
- d. Pavers and concrete banding shall be utilized for the entire entry drive and loading area and hotel drop off area (along Harding Avenue), including alternate colors of concrete banding in place of painted striping in order to visually guide pedestrians of vehicle entrances and drives, in a manner to be reviewed and approved by staff consistent with the Design Review Criteria and/or the directions from the Board.
- e. A fully automatic irrigation system with 100% coverage and an automatic rain sensor in order to render the system inoperative in the event of rain. Right-of-way areas shall also be incorporated as part of the irrigation system.
- f. The utilization of root barriers and/or Silva Cells, as applicable, shall be clearly delineated on the revised landscape plan.
- g. The applicant shall verify, prior to the issuance of a Building Permit, the exact location of all backflow preventors and all other related devices and fixtures. The location of backflow preventors, Siamese pipes or other related devices and fixtures, if any, and how they are screened with landscape material from the right-of-way, shall be clearly indicated on the site and landscape plans, and shall be subject to the review and approval of staff.
- h. The applicant shall verify, prior to the issuance of a Building Permit, the exact location of all applicable FPL transformers or vault rooms. The location of any exterior transformers and how they are screened with landscape material from the right of wall shall be clearly indicated on the site and landscape plans and shall be subject to the review and approval of staff.
- i. Prior to the issuance of a Certificate of Occupancy, the Landscape Architect or the project architect shall verify, in writing, that the project is

consistent with the site and landscape plans approved by the Planning Department for Building Permit.

**In accordance with Section 118-262, the applicant, or the city manager on behalf of the City Administration, or an affected person, Miami Design Preservation League or Dade Heritage Trust may seek review of any order of the Design Review Board by the City Commission, except that orders granting or denying a request for rehearing shall not be reviewed by the Commission.**

## II. Variance(s)

- A. The applicant filed an application with the Planning Department for the following variance(s):
1. A variance from the minimum required front setback of 5'-0" in order to construct FPL power lines and poles up to the front property line facing Harding Avenue.
- B. The applicants have submitted plans and documents with the application that **DO** satisfy Article 1, Section 2 of the Related Special Acts, allowing the granting of a variance if the Board finds that practical difficulties exist with respect to implementing the proposed project at the subject property.

The applicants have submitted plans and documents with the application that the Board has concluded **DO** comply with the following hardship criteria, as they relate to the requirements of Section 118-353(d), Miami Beach City Code:

That special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same zoning district;

That the special conditions and circumstances do not result from the action of the applicant;

That granting the variance requested will not confer on the applicant any special privilege that is denied by this Ordinance to other lands, buildings, or structures in the same zoning district;

That literal interpretation of the provisions of this Ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of this Ordinance and would work unnecessary and undue hardship on the applicant;

That the variance granted is the minimum variance that will make possible the reasonable use of the land, building or structure;

That the granting of the variance will be in harmony with the general intent and purpose of this Ordinance and that such variance will not be injurious to the area involved or otherwise detrimental to the public welfare; and

That the granting of this request is consistent with the comprehensive plan and does not

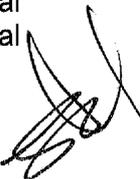
reduce the levels of service as set forth in the plan.

- C. The Board hereby **Approves** the Variance request(s), and imposes the following conditions based on its authority in Section 118-354 of the Miami Beach City Code:
1. Substantial modifications to the plans submitted and approved as part of the application, as determined by the Planning Director or designee, may require the applicant to return to the Board for approval of the modified plans, even if the modifications do not affect variances approved by the Board.
  2. The vacation of the utility easement shall require the review and approval of the Public Works Department.

**The decision of the Board regarding variances shall be final and there shall be no further review thereof except by resort to a court of competent jurisdiction by petition for writ of certiorari.**

**III. General Terms and Conditions applying to both 'I. Design Review Approval and 'II. Variances' noted above.**

- A. All new construction over 7,000 square feet shall be required to be, at a minimum, certified as LEED Gold by USGBC. In lieu of achieving LEED Gold certification, properties can elect to pay a sustainability fee, pursuant to Chapter 133 of the City Code. This fee is set as a percentage of the cost of construction.
- B. Where one or more parcels are unified for a single development, the property owner shall execute and record a unity of title or a covenant in lieu of unity of title, as may be applicable, in a form acceptable to the City Attorney.
- C. In the event Code Compliance receives complaints of unreasonably loud noise from mechanical and/or electrical equipment, and determines the complaints to be valid, even if the equipment is operating pursuant to manufacturer specifications, the applicant shall take such steps to mitigate the noise with noise attenuating materials as reviewed and verified by an acoustic engineer, subject to the review and approval of staff based upon the design review or appropriateness criteria, and/or directions received from the Board.
- D. A Construction Parking and Traffic Management Plan (CPTMP) shall be approved by the Parking Director pursuant to Chapter 106, Article II, Division 3 of the City Code, prior to the issuance of a Building Permit.
- E. The final building plans shall meet all other requirements of the Land Development Regulations of the City Code.
- F. The Final Order shall be recorded in the Public Records of Miami-Dade County, prior to the issuance of a Building Permit.
- G. Satisfaction of all conditions is required for the Planning Department to give its approval on a Certificate of Occupancy; a Temporary Certificate of Occupancy or Partial Certificate of Occupancy may also be conditionally granted Planning Departmental approval.



- H. The Final Order is not severable, and if any provision or condition hereof is held void or unconstitutional in a final decision by a court of competent jurisdiction, the order shall be returned to the Board for reconsideration as to whether the order meets the criteria for approval absent the stricken provision or condition, and/or it is appropriate to modify the remaining conditions or impose new conditions.
- I. The conditions of approval herein are binding on the applicant, the property's owners, operators, and all successors in interest and assigns.
- J. Nothing in this order authorizes a violation of the City Code or other applicable law, nor allows a relaxation of any requirement or standard set forth in the City Code.

IT IS HEREBY ORDERED, based upon the foregoing findings of fact, the evidence, information, testimony and materials presented at the public hearing, which are part of the record for this matter, and the staff report and analysis, which are adopted herein, including the staff recommendations which were adopted by the Board, as modified at the Board hearing, that the Application for Design Review approval is GRANTED and the application for a variance is APPROVED for the above-referenced project subject to those certain conditions specified in Paragraph I, II, III of the Findings of Fact, to which the applicant has agreed.

PROVIDED, the applicant shall build substantially in accordance with the plans approved by the Design Review Board, as determined by staff, entitled "72+ Collins Hotel", as prepared by **Revuelta Architecture International**, dated November 7, 2016, modified in accordance with the conditions set forth in this Order and staff review and approval.

No building permit may be issued unless and until all conditions of approval that must be satisfied prior to permit issuance as set forth in this Order have been met. The issuance of Design Review Approval does not relieve the applicant from obtaining all other required Municipal, County and/or State reviews and permits, including final zoning approval. If adequate handicapped access is not provided on the Board-approved plans, this approval does not mean that such handicapped access is not required.

When requesting a building permit, the plans submitted to the Building Department for permit shall be consistent with the plans approved by the Board, modified in accordance with the conditions set forth in this Order.

If the Full Building Permit for the project is not issued within eighteen (18) months of the meeting date at which the original Design Review Approval was granted, the Design Review Approval will expire and become null and void, unless the applicant makes application to the Board for an extension of time, in accordance with the requirements and procedures of Chapter 118 of the City Code; the granting of any such extension of time shall be at the discretion of the Board. At the hearing on any such application, the Board may deny or approve the request and modify the above conditions or impose additional conditions. If the Full Building Permit should expire for any reason (including but not limited to construction not commencing and continuing, with required inspections, in accordance with the applicable Building Code), the Design Review Approval will expire and become null and void.

Dated this 03 day of January, 2017.





CFN 2013R0090912  
 DR Bk 28473 Pgs 0222 - 227; (6pgs)  
 RECORDED 02/04/2013 14:40:56  
 HARVEY RUVIN, CLERK OF COURT  
 MIAMI-DADE COUNTY, FLORIDA

**DESIGN REVIEW BOARD**  
**City of Miami Beach, Florida**

MEETING DATE: December 4, 2012

FILE NO: 22938

PROPERTY: 7140 Collins Avenue

LEGAL: Lots 9, 10, 11 and 12, Block 8, "Normandy Beach South", According to the Plat Thereof, as Recorded in Plat Book 21, Page 54, of the Public Records of Miami-Dade County, Florida.

IN RE: The Application for Design Review Approval for façade modifications to an existing single story building, as well as landscape enhancements to the site.

**CERTIFICATION**  
 THIS IS TO CERTIFY THAT THE ATTACHED DOCUMENT IS A TRUE AND ACCURATE COPY OF THE ORIGINAL ON FILE IN THE OFFICE OF THE PLANNING DEPARTMENT.  
 CITY OF MIAMI BEACH  
 (Signature) *[Signature]* (Date) 1-29-13  
 Personally known to and Produced ID  
*[Signature]*  
 Notary Public, State of Florida at Large  
 Printed Name: *TERESA MARIA*  
 My Commission Expires: (Seal)

This document contains 6 pages.  
**TERESA MARIA**  
 MY COMMISSION # DD 928148  
 EXPIRES: December 2, 2013  
 Bonded Thru Budget Notary Services  
**TERESA MARIA**  
 MY COMMISSION # DD 928  
 EXPIRES: December 2, 2013  
 Bonded Thru Budget Notary Services

**ORDER**

The applicant, Den North Beach, filed an application with the City of Miami Beach Planning Department for Design Review Approval.

The City of Miami Beach Design Review Board makes the following FINDINGS OF FACT, based upon the evidence, information, testimony and materials presented at the public hearing and which are part of the record for this matter:

- A. Based on the plans and documents submitted with the application, testimony and information provided by the applicant, and the reasons set forth in the Planning Department Staff Report, the project as submitted is not consistent with Design Review Criteria Nos. 4 & 10 in Section 118-251 of the Miami Beach Code.
- B. The project would be consistent with the criteria and requirements of section 118-251 if the following conditions are met:
  - 1. Revised elevation, site plan and floor plan drawings shall be submitted to and approved by staff; at a minimum, such drawings shall incorporate the following:
    - a. The proposed signage element shall be further refined and simplified, including exploring the removal of the proposed pipe columns, and the north and south side 'wings' of the signage element shall be lowered to

*[Handwritten initials]*

- align with the top height of the east elevation portion of the signage feature, which shall be designed in an orthogonal manner to the renovated facades, in a manner to be reviewed and approved by staff. Alternatively, the pipe columns proposed on the west elevation may be extended vertically to the top of the proposed signage element, and the design of the signage feature shall be further developed and detailed, in a manner to be reviewed and approved by staff.
- b. The canopy structures proposed shall continue above the main entrance, subject to the review and approval of staff.
  - c. The signage proposed for the north elevation of the signage element shall be relocated to building's north elevation, subject to the review and approval of staff.
  - d. Material samples for all non-stucco façade elements shall be provided, in a manner to be reviewed and approved by staff.
  - e. The proposed trash room shall be fully enclosed and air-conditioned.
  - f. Bike racks shall be provided, subject to the review and approval of staff.
  - g. All roof-top fixtures, air-conditioning units and mechanical devices shall be clearly noted on a revised roof plan and shall be screened from view, in a manner to be approved by staff.
  - h. Prior to the issuance of a Certificate of Occupancy, the project Architect shall verify, in writing, that the subject project has been constructed in accordance with the plans approved by the Planning Department for Building Permit.
2. A revised landscape plan, prepared by a Professional Landscape Architect, registered in the State of Florida, and corresponding site plan, consistent with Section 12 of the adopted Design Review Standards for the North Beach Town Center, shall be submitted to and approved by staff. The species type, quantity, dimensions, spacing, location and overall height of all plant material shall be clearly delineated and subject to the review and approval of staff. At a minimum, such plan shall incorporate the following:
- a. A total of 4 Pigeon Plum Trees in 6' x 8' tree pits shall be provided in the public sidewalk facing 72<sup>nd</sup> Street. Tree pits shall be placed right against the back side of curb. Three trees shall be located east of curb cut and one west of curb cut. Min tree size specs: 14' hgt x 7' spread, 6' C.T., FLORIDA #1 or better. Tree pits shall be finished with the standard CMB tree pit package which includes: bound aggregate material, fertilization trench, irrigation and uplighting (Two uplights per tree : KIM LTV768WF/ 9L5KUV1 10.8W, 9 LED's, 5100K), subject to the review and approval of staff.
  - b. Concrete pavement to be installed in the five (5') foot setback area along the entire length of the north side of the property shall match the existing pink color of the adjacent sidewalks (NOT Miami Beach Red).

- c. A total of three (3) shade tree shall be provided in private property: two along the west interior yard (Green Buttonwoods: 12'hgt. x 5'-6' spr. FL #1) and one (Pigeon Plum - 14' hgt x 7' spread, 6' C.T., FLORIDA #1) between public sidewalk and asphalt facing 72<sup>nd</sup> Street. Low understory plant material (shrubs / ground covers) shall be provided in the landscape areas buffering the loading zone, in a manner to be reviewed and approved by staff.
  - d. A raised curb shall be provided around the loading zone periphery in order to protect landscape areas, subject to the review and approval of staff.
  - e. Bike racks, consistent with the City design standards, shall be provided, subject to the review and approval of staff.
  - f. A fully automatic irrigation system with 100% coverage and an automatic rain sensor in order to render the system inoperative in the event of rain. Right-of-way areas shall also be incorporated as part of the irrigation system.
  - g. The utilization of root barriers and/or structural soil, as applicable, shall be clearly delineated on the revised landscape plan.
  - h. The applicant shall verify, prior to the issuance of a Building Permit, the exact location of all backflow preventors and all other related devices and fixtures; such fixtures and devices shall not be permitted within any required yard or any area fronting a street or sidewalk. The location of backflow preventors, siamese pipes or other related devices and fixtures, if any, and how they are screened with landscape material from the right-of-way, shall be clearly indicated on the site and landscape plans and shall be subject to the review and approval of staff.
  - i. The applicant shall verify, prior to the issuance of a Building Permit, the exact location of all applicable FPL transformers or vault rooms; such transformers and vault rooms, and all other related devices and fixtures, shall not be permitted within any required yard or any area fronting a street or sidewalk. The location of any exterior transformers, and how they are screened with landscape material from the right-of-way, shall be clearly indicated on the site and landscape plans and shall be subject to the review and approval of staff.
  - j. Prior to the issuance of a Certificate of Occupancy, the Landscape Architect or the project architect shall verify, in writing, that the project is consistent with the site and landscape plans approved by the Planning Department for Building Permit.
3. All building signage shall be consistent in type, composed of flush mounted, non-plastic, reverse channel, individual letters and shall require a separate permit.
4. The final exterior surface color scheme, including any special materials and color samples, shall be subject to the review and approval of staff and shall require a separate permit.

5. A traffic mitigation plan, which addresses all roadway Level of Service (LOS) deficiencies relative to the concurrency requirements of the City Code, if required, shall be submitted prior to the issuance of a Building Permit and the final building plans shall meet all other requirements of the Land Development Regulations of the City Code.
6. Manufacturers drawings and Dade County product approval numbers for all new windows, doors and glass shall be required, prior to the issuance of a building permit.
7. All roof-top fixtures, air-conditioning units and mechanical devices shall be clearly noted on a revised roof plan and shall be screened from view, in a manner to be approved by staff.
8. All new and altered elements, spaces and areas shall meet the requirements of the Florida Accessibility Code (FAC).
9. The applicant may be required to submit a separate analysis for water and sewer requirements, at the discretion of the Public Works Director, or designee. Based on a preliminary review of the proposed project, the following may be required by the Public Works Department:
  - a. A traffic and neighborhood impact study shall be conducted as a means to measure a proposed development's impact on transportation and neighborhoods. The study shall address all roadway Level of Service (LOS) deficiencies relative to the concurrency requirements of the City Code, and if required, shall be submitted prior to the issuance of a Building Permit. The final building plans shall meet all other requirements of the Land Development Regulations of the City Code. The developer shall refer to the most recent City of Miami Beach's Traffic and Neighborhood Impact Methodology as issued by the Public Works Department.
  - b. Remove/replace sidewalks, curbs and gutters on all street frontages, if applicable.

Any sidewalk replacements shall match the pink color of the adjacent sidewalks, and the standard curb and gutter color is gray.
  - c. Mill/resurface asphalt in rear alley along property, if applicable.
  - d. Provide underground utility service connections and on-site transformer location, if necessary.
  - e. Provide back-flow prevention devices on all water services.
  - f. Provide on-site, self-contained storm water drainage for the proposed development.
  - g. Meet water/sewer concurrency requirements including a hydraulic water model analysis and gravity sewer system capacity analysis as determined by the Department and the required upgrades to water and sewer mains servicing this project.

- h. Payment of City utility impact fees for water meters/services.
  - i. Provide flood barrier ramps to underground parking or minimum slab elevation to be at highest adjacent crown road elevation plus 8".
  - j. Right-of-way permit must be obtained from Public Works.
  - k. All right-of-way encroachments must be removed.
  - l. All planting/landscaping in the public right-of-way must be approved by the Public Works and Parks Departments.
10. The Final Order shall be recorded in the Public Records of Miami-Dade County, prior to the issuance of a Building Permit.
  11. At the time of completion of the project, only a **Final** Certificate of Occupancy (CO) or **Final** Certificate of Completion (CC) may be applied for; the staging and scheduling of the construction on site shall take this into account. All work on site must be completed in accordance with the plans approved herein, as well as any modifications approved or required by the Building, Fire, Planning, CIP and Public Works Departments, inclusive of all conditions imposed herein, and by other Development Review Boards, and any modifications required pursuant to field inspections, prior to the issuance of a CO or CC. This shall not prohibit the issuance of a Partial or Temporary CO, or a Partial or Temporary CC.
  12. The Final Order is not severable, and if any provision or condition hereof is held void or unconstitutional in a final decision by a court of competent jurisdiction, the order shall be returned to the Board for reconsideration as to whether the order meets the criteria for approval absent the stricken provision or condition, and/or it is appropriate to modify the remaining conditions or impose new conditions.
  13. The conditions of approval herein are binding on the applicant, the property's owners, operators, and all successors in interest and assigns.
  14. Nothing in this order authorizes a violation of the City Code or other applicable law, nor allows a relaxation of any requirement or standard set forth in the City Code.

IT IS HEREBY ORDERED, based upon the foregoing findings of fact, the evidence, information, testimony and materials presented at the public hearing, which are part of the record for this matter, and the staff report and analysis, which are adopted herein, including the staff recommendations which were adopted by the Board, that the Application for Design Review approval is GRANTED for the above-referenced project subject to those certain conditions specified in Paragraph B of the Findings of Fact (Condition Nos. 1-14, inclusive) hereof, to which the applicant has agreed.

PROVIDED, the applicant shall build substantially in accordance with the plans approved by the Design Review Board, as determined by staff, entitled "Renovation for Denny's at Collins Avenue", as prepared by Ron Fairchild Architect, dated 10-19-12, modified in accordance with the conditions set forth in this Order and staff review and approval.

No building permit may be issued unless and until all conditions of approval that must be satisfied prior to permit issuance as set forth in this Order have been met. The issuance of Design Review Approval does not relieve the applicant from obtaining all other required

Municipal, County and/or State reviews and permits, including final zoning approval. If adequate handicapped access is not provided on the Board-approved plans, this approval does not mean that such handicapped access is not required.

When requesting a building permit, the plans submitted to the Building Department for permit shall be consistent with the plans approved by the Board, modified in accordance with the conditions set forth in this Order.

If the Full Building Permit for the project is not issued within eighteen (18) months of the meeting date at which the original Design Review Approval was granted, the Design Review Approval will expire and become null and void, unless the applicant makes application to the Board for an extension of time, in accordance with the requirements and procedures of Chapter 118 of the City Code; the granting of any such extension of time shall be at the discretion of the Board. At the hearing on any such application, the Board may deny or approve the request and modify the above conditions or impose additional conditions. If the Full Building Permit should expire for any reason (including but not limited to construction not commencing and continuing, with required inspections, in accordance with the applicable Building Code), the Design Review Approval will expire and become null and void.

In accordance with Section 118-264 of the City Code, the violation of any conditions and safeguards that are a part of this Order shall be deemed a violation of the land development regulations of the City Code.

Dated this 28<sup>th</sup> day of JANUARY, 2013.

DESIGN REVIEW BOARD  
THE CITY OF MIAMI BEACH, FLORIDA

BY: [Signature]  
THOMAS R. MOONEY, AICP  
DESIGN AND PRESERVATION MANAGER  
FOR THE CHAIR

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

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of January, 2013 by Thomas R. Mooney, Design and Preservation Manager, Planning Department, City of Miami Beach, Florida, a Florida Municipal Corporation, on behalf of the Corporation. He is personally known to me.



TERESA MARIA  
MY COMMISSION # DD 928148  
EXPIRES: December 2, 2013  
Bonded Thru Budget Notary Services

[Signature]  
NOTARY PUBLIC  
Miami-Dade County, Florida  
My commission expires: 12-2-13

Approved As To Form: [Signature]  
Legal Department: (1-25-2013)

Filed with the Clerk of the Design Review Board on Wednesday, Rodeli (1-29-13)

[Handwritten initials]

# RICHARDS CAPITAL LTD LEASE

This Lease (this "**Lease**") is made as of the 31<sup>st</sup> day of July 2012, ("**Effective Date**"), between RICHARDS CAPITAL LTD, a Florida Limited Partnership ("**Landlord**") and DEN NORTH BEACH, INC, A FLORIDA CORPORATION ("**Tenant**").

1. Premises. Landlord demises unto Tenant and Tenant leases from Landlord for the term and upon the terms and conditions set forth in this Lease, the Premises located at **7140 Collins Avenue, Miami Beach, FL**, (the "**Premises**"); and such address (7118-7140 Collins Avenue) shall hereinafter be referred to as the "**Shopping Center**" and the building of which the Premises are a part shall hereinafter be referred to as the "**Building**".
2. Permitted Uses.
  - (A) Tenant shall use and occupy the Premises solely for the: operation of Denny's Restaurant, under the name and style of: Denny's Restaurant or Denny's.
  - (B) Tenant shall continuously, during the full term of this Lease and every extension thereof, keep the entire Premises occupied.
3. Term. The initial term of the lease shall be twenty (20) years to commence on December 1, 2012 ("**Commencement Date**") and terminate on November 30, 2032, subject to such early termination or extension as set forth in this Lease (the "**Termination Date**"). The period from the Commencement Date to the Termination Date shall herein be referred to as the "**Lease Term**".
4. Rent and Other Fees.
  - (a) Amount.

Tenant shall pay Landlord on or before the first day of each month ("**Rental Payment Date**") during the Lease Term, without demand, monthly rent in the amount of [REDACTED] ("**Monthly Rent**") Effective December 1, 2013, the Monthly Rent shall increase by [REDACTED], and shall continue to increase by [REDACTED] each one year term thereafter.
  - (b) First Rental Payment Date.

The first Rental Payment Date ("**First Rental Payment Date**") shall be on the first day of June, 2013, six (6) months after Commencement Date.
  - (c) NOT APPLICABLE.

(d) Security Deposit.

Landlord also acknowledges receipt from the Tenant the sum of [REDACTED] (the "**Security Deposit**") to be held as collateral security for the payment of any Rent or other sums of money payable by Tenant under this Lease and for the faithful performance of all other covenants and agreements of Tenant hereunder. The Security Deposit, without interest, shall be repaid to Tenant after the termination of this Lease and any renewal thereof, provided, that Tenant shall have made all such payments and performed all such covenants and agreements as required by this Lease or as otherwise agreed upon by both parties. Upon any default by Tenant hereunder, all or part of the Security Deposit, at Landlord's sole option shall be applied on account of such default and thereafter Tenant shall promptly restore the resulting deficiency of the Security Deposit. The Security Deposit shall be deemed to be the property of Landlord and may be commingled by Landlord with its own funds as permitted by applicable law.

(e) Additional Fees.

The following fees shall be considered additional rental fees (collectively with the Monthly Rent, "**Rent**"):

Late Charges.

- (1) (A) Rent is due no later than the fifth of each month. Rent postmarked or direct deposited after the fifth of each month will be assessed [REDACTED] per day late fee.

(f) Sales Tax. Tenant shall pay all sales taxes due to the State of Florida as imposed from time to time in connection with rents paid by Tenant under this Lease. This will be paid in monthly payments concurrently and in addition to the Monthly Rent. Such payments shall be made as specified in the bill received by the Department of Revenue, from the State of Florida.

(g) Real Estate Taxes. Tenant shall pay real estate taxes and any special assessments assigned to the Premises by the Miami Dade Tax Collector, Folio #02 3211 002 0660. Such taxes will be paid in monthly payments to the Landlord concurrently and in addition to the Monthly Rent, as an estimate based on a pro rate calculation from the prior year. Any deficiency or overage will be settled no later than November 30 of the current year.

(h) Insurance: Tenant shall not be required to pay an insurance amount as part of the Rent.

(i) Common Area Maintenance: Tenant shall not be required to pay any common area maintenance amount as part of the Rent.



(j) Form of Payment. Tenant shall promptly pay all Monthly Rent and other applicable charges to:

**Richards Capital, Ltd**  
**P.O. Box 561689**  
**Miami, FL 33156**

Landlord may direct payment to such other person or entity and at such other place provided that Landlord provides notice pursuant to Section 25.

5. Renewal

- (a) Renewal Term. NONE  
(b) Renewal Term Rent. NOT APPLICABLE

6. Alterations.

(a) Except as otherwise provided herein, Tenant shall not make any alterations, additions or other physical changes (collectively, "**Alterations**") in or about the Premises other than decorative Alterations such as painting, wall coverings and floor coverings (collectively, "**Decorative Alterations**"), without Landlord's prior consent, which consent shall not be unreasonably withheld.

(b) Prior to making any Alterations, Tenant, at its sole expense, shall submit to Landlord for its approval detailed plans and specifications ("**Plans**") of each proposed Alteration (other than Decorative Alterations), (ii) obtain all permits, approvals and certificates as required by law and (iii) provide Landlord with any additional information or documentation as Landlord may request, provided that such request is reasonable. Any costs incurred by Landlord associated with approving the Plans shall the responsibility of the Tenant.

(c) Landlord acknowledges and understands that the Premises require certain modifications and Alterations that will change the look and appearance of the structure and modify existing interior and exterior walls or partitions to comply with the requirements of Denny's Corporation, a Delaware corporation ("**Denny's**") (collectively, "Tenant's Work"). Such requirements set forth by Denny's shall be referred to herein as the "Denny's Standard". Accordingly, and notwithstanding anything herein to the contrary, Landlord acknowledges and hereby expressly consents to the changes and alterations to the Premises, whether interior or exterior, described in Exhibit "A" attached hereto and by this reference made a part hereof ("**Denny's Franchise Conversion Scope**"). So long as the changes and alterations are within scope with those set forth in Exhibit "A", Tenant shall not be required to obtain any additional written consent or approval from Landlord.

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7. Tenant's Affirmative Covenants. The Tenant covenants to do the following:

- (a) to comply with any and all requirements of any of the constituted public authorities and with the terms of any State or Federal statute or local ordinance or regulation applicable to Tenant ("**Law**") for its use of the Premises, and hold Landlord harmless from penalties, fines, costs, expenses or damages resulting from failure to do so;
- (b) to comply with all requirements for Insurance coverage as set forth in Section 10 of this Lease;
- (c) to pay all utilities for the Premises including, but not limited to, electric, and water. Tenant will be individually metered for these services by the appropriate utility company.
- (d) to keep the paved areas located directly in the front and rear of the Premises broom clean and free of any dirt, trash or rubbish. Landlord acknowledges, however, that Tenant may use the small seating area near the front of the Premises and may have small tables, chairs, serving carts, busing stations, umbrellas, etc., for the use of its employees and customers;
- (e) to adequately maintain and/or replace, at Tenant's cost, all air conditioning units on the Premises as set forth in Section 11 of this Lease;
- (f) to give to Landlord prompt written notice of any accident, fire or damage occurring on or to the Premises;
- (g) to load and unload goods only at such times, in the areas and through such entrances as may be designated for such purposes by the Landlord. Trailers or trucks shall not be permitted to remain parked overnight in any area of the Shopping Center, whether loaded or unloaded.
- (h) to keep all garbage and refuse in the kind of covered container specified by Landlord and to place such container outside of the Premises only in such place, manner and time as Landlord may designate;
- (i) to keep the outside areas immediately adjoining the Premises clear of any obstruction, including but not limited to, any merchandise or trash;
- (j) to keep the Premises clean, orderly, sanitary and free from objectionable odors and from insects, vermin and other pests;

(k) to conduct its business in the Premises in all respects in a dignified manner and in accordance with high standards of operation;

(l) to comply with all reasonable rules and regulations of the City of Miami Beach regarding the Building and/or the Shopping Center, including but not limited to, the installation of such fire extinguishers and other safety equipment as may be required..

(m) in the event any labor, materials or equipment are furnished to Tenant on the Premises with respect to which any mechanic's or materialman's lien might be filed against the Premises, or against Landlord's interest therein, Tenant agrees to take appropriate action prior to the furnishing thereof to assure that no such lien will be filed and Tenant agrees to pay, when due, all sums of money that may become due for any such labor, materials or equipment and to cause any such lien to be fully discharged and released promptly upon receiving notice thereof;

(n) to, at all times, keep the Premises in a condition which adheres to the Denny's Standard.

(o) to be responsible for and to promptly pay all Municipal, County, and State taxes assessed during the Lease Term against any leasehold interest or personal property of any kind, owned by or placed in, upon or about the Premises by the Tenant;

(p) to use, at Tenant's expense, a pest extermination contractor at such intervals as may be necessary to keep premises free of pests;

8. Negative Covenants of Tenant. Except as otherwise agreed to herein, Tenant agrees that it will not do any of the following without the prior written consent of the Landlord:

(a) exhibit, inscribe, paint or affix any sign, advertisement, notice or other lettering on any part of the outside of the Premises, the Building or any part of the Shopping Center, or inside the Premises if visible from the outside, except as (i) specifically authorized and consented to in this Lease and (ii) as reflected in Exhibits A and B . In addition to Landlord approval, all signs to be exhibited shall be in compliance with applicable laws, and approved by the Landlord.

(b) use or operate any machinery that, in Landlord's opinion, is harmful to the Building or disturbing to other tenants in the Shopping Center. Landlord acknowledges that Tenant is hereby authorized to have a sound system that may be heard and seen outside of the Premises for use by Tenant in the small seating area near the front of the Premises;



- (c) act or refrain from acting in any manner which would have the effect of voiding or suspending any type of insurance coverage (including but not limited to fire insurance). Furthermore, the Tenant shall not cause the Premises or the Building to be rated by any insurance company that is providing coverage to the Premises or the Building as a more hazardous risk than it was on the Commencement Date. In case of a breach of this covenant, in addition to all other remedies of the Landlord under this Agreement, Tenant agrees to pay Landlord as Additional Rent any and all increase in insurance premiums owed by the Landlord for the Premises or Building as a result of such breach;
- (d) Place or attach any signs or other objects, including any awnings, antennas or other projection on the roof or the outside walls of the Premises, the Building or the Shopping Center, except as (i) specifically authorized and consented to in this Lease and (ii) as reflected in Exhibits A and B; or
- (e) Conduct any auction, fire, bankruptcy, or liquidation sale on or about the Premises.

9. Rights of Landlord. Landlord reserves the following rights with respect to the Premises:

(a) ) At all reasonable times, with at least two (2) days' prior notice to Tenant, by itself or its duly authorized agents to enter and inspect the Premises and every part thereof and, at its option, to make repairs and alterations to the roof. Notwithstanding, Landlord shall make no additions or alterations to the Premises. Such notice is not necessary in case of emergency.

(b) To display:

(i) a "FOR SALE" sign at any time and in any manner as the Landlord sees fit, and/or

(ii) a "FOR RENT" sign, after notice from either party of its intent to terminate this Lease or at any time within 180 days of the Termination Date .

Such signs shall be placed upon such part of the Premises as Landlord shall require. Prospective purchaser or tenants authorized by Landlord may inspect the Premises at any reasonable time with two (2) days' prior notice to the Tenant.

(c) To install or place upon, or to affix to the roof of the Premises, equipment, signs, antennae and any other object or structure of any kind provided the same will not interfere, in Landlord's reasonable judgment, with Tenant's occupancy and will not affect or negatively impact the Denny's Standard.



10. Insurance. Prior to the Commencement Date and throughout the Lease Term, Tenant shall provide the following insurance coverage ("**Insurance**") at its own cost and expense:

- (a) comprehensive general liability insurance relating to the Premises and its appurtenances on an occurrence basis with minimum limits of liability in an amount no less than (i) \$ 250,000.00 for bodily injury, personal injury or death to any one person and (ii) \$ 500,000.00 for bodily injury, personal injury or death to more than one person,
- (b) fire and extended coverage, vandalism, malicious mischief and special extended coverage insurance in an amount adequate to cover the cost of replacement of all improvements in the Premises as well as the cost and replacement of all fixtures and contents therein as required by Denny's, and
- (c) plate glass insurance coverage insurance in an amount adequate to cover the cost of replacement of all plate glass located on the Premises.

Tenant agrees to deliver to Landlord at least five (5) days prior to the Commencement Date, either a duplicate original or a certificate and true copy of all policies procured by Tenant in compliance with Tenant's obligations pursuant to this Section 10, together with evidence of payment thereof. At any time within ten (10) days of request of Landlord, Tenant agrees to provide proof satisfactory to Landlord that Insurance is in full force and effect. All Insurance shall be issued in the name of both the Landlord and Tenant and shall be written by one or more responsible insurance companies satisfactory to Landlord. All such Insurance shall contain provisions or endorsements that: (i) such Insurance may not be canceled or amended with respect to Landlord except upon ten (10) days written notice by certified mail to Landlord by the insurance company; (ii) that Tenant shall be solely responsible for the payments of premiums and (iii) in the event of a payment for any loss covered by such policy, Landlord shall be paid first by the insurance company for the loss. The minimum limits of the comprehensive general liability policy of insurance shall in no way limit or diminish Tenant's liability. Tenant shall hold Landlord harmless from any liability or loss occasioned by any event covered by Insurance, except for such cases and/or circumstances where the damage or harm was the result of negligence or wrongdoing on the part of Landlord, Landlord's agents, employees and/or contractors.

11. Air Conditioning. Tenant shall be responsible for the adequate maintenance of all existing air conditioning unit(s) in the Premises. In the event any air-conditioning unit owned by the Landlord must be replaced, such replacement shall be done at the cost of the Tenant and the replacement shall be of a like kind, type and size as the unit being replaced. There shall remain on the Premises at end of the Lease Term the same number of air conditioning unit(s) as there were on the Commencement Date.



12. Windstorm. Landlord shall not be obligated to furnish Tenant with any windstorm protection apparatus.

13. Damage to Premises. Not applicable

14. Indemnification and Waiver.

(a) Indemnification. Tenant shall not do or permit to be done any act or thing upon the Premises, the Building or the Shopping Center which may subject Landlord to any liability or responsibility for injury, damages to persons or property or to any liability by reason of any violation of any requirement under this Lease, and shall exercise such control over the Premises as to fully protect Landlord against any such liability. Tenant shall indemnify, defend, protect and hold harmless the Landlord, Landlord's agents, each Mortgagee and Lessor, and each of their respective direct and indirect partners, officers, shareholders, directors, members, managers, trustees, beneficiaries, employees, principals, contractors, servants, agents, and representatives ("**Indemnitees**") from and against any and all losses, resulting from any claims (i) against the Indemnitees arising from any act, omission or negligence of (A) the Tenant or (B) both Landlord and Tenant, provided, however, that Tenant's liability hereunder with respect to matters judicially determined to have arisen out of the negligence of Landlord, which determination shall not be subject to appeal, shall be limited to the amount of insurance coverage carried by Tenant, (ii) against the Indemnitees arising from any accident, injury or damage whatsoever caused to any person or to the property of any person and occurring in or about the Premises, and (iii) against the Indemnitees resulting from any breach, violation or nonperformance of any covenant, condition or agreement of this Lease on the part of Tenant to be fulfilled, kept, observed or performed.

(b) Waiver.

(1) Landlord and Landlord's agents, employees and contractors shall not be liable for, and Tenant hereby releases all claims for damage to person or property sustained by Tenant or by any person claiming through Tenant resulting from any fire, accident, occurrence or condition in or upon the Premises or Building, including but not limited to such claims for damage resulting from: (i) any defect in or failure of plumbing, heating or air conditioning equipment, electric wiring or installation thereof, water pipes, stairs, ramps, elevator railings or walks; (ii) any equipment or appurtenances in need of repair; (iii) the bursting, leaking or running of any tank, washstand, water closet, waste pipe, drain or any other pipe or tank in, upon or about such Building or Premises; (iv) the backing up of any sewer pipe or downspout; (v) the escape of steam or hot water; (vi) water on or leaking through the roof or any other place on or near such Building or Premises or otherwise; (vii) the falling of any fixture, plaster or stucco; (viii) broken glass; and (ix) any act or omission of co-tenants or other occupants of the Building or of adjoining or contiguous property or buildings. This waiver shall not apply to any acts of negligence or wrongdoing on the part of Landlord and/or Landlord's agents, employees and contractors.

(2) Landlord and Tenant agree that in the event the Premises or its contents are damaged or destroyed by fire or other insured casualty, the rights, if any, of either party against the other with respect to such damage or destruction are waived; and that all policies of fire and/or extended coverage or other insurance covering the Premises and/or its contents shall contain a clause or endorsement providing in substance that the insurance shall not be prejudiced if the insureds have waived right of recovery from any person or persons prior to the date and time of loss or damage, if any.

15. Trade Fixtures. All trade fixtures installed by Tenant in the Premises shall remain the property of Tenant and shall be removable at the Termination Date, provided that such Tenant shall not be in default under any covenant or agreement contained in this Lease; and provided, further that in the event of such removal Tenant shall promptly restore the Premises to their original order and condition. Any such trade fixture not removed at or prior to such termination shall be and become the property of the Landlord. Notwithstanding the foregoing, upon installation of such trade fixture, Landlord may notify the Tenant that such trade fixture shall become property of the Landlord at the Termination Date. Lighting fixtures and air-conditioning equipment, whether or not installed by Tenant, shall not be removable at the Termination Date and shall become the property of Landlord.

16. Assigning, Mortgaging, Subletting.

(a) Except as expressly set forth herein, Tenant shall not assign, mortgage, pledge, encumber, or otherwise transfer this Lease, whether by operation of law or otherwise (collectively herein referred to as a "**Transfer**"), and shall not sublet, or permit, or suffer the Premises or any part thereof to be used or occupied by others (whether for desk space, mailing privileges or otherwise), without Landlord's prior written consent in each instance. Such written consent of the Landlord shall be in Landlord's sole discretion. Any assignment, sublease, mortgage, pledge, encumbrance or transfer in contravention of the provisions of this Section 16 shall be void and shall constitute a default under this Lease.

(b) If the Tenant assigns, mortgages, pledges, encumbers, or otherwise transfers this Lease pursuant to Section 16(a), the Tenant will nevertheless remain liable for the performance of all terms, conditions and covenants of this Lease. If Tenant is a corporation and control thereof changes at any time during the term hereof, the Landlord at its option may, by giving sixty (60) days prior written notice to Tenant, declare such change in control a default under this Lease. If Landlord hereby consents to the assignment of the Lease, or the subletting of the Premises to a wholly owned subsidiary of Tenant, Tenant shall remain liable under the Lease. Tenant shall, upon demand, reimburse Landlord for all reasonable out of pocket expenses incurred by Landlord in connection with such assignment or sublease.

(c) If Tenant enters into any assignment or sublease, **outside the Denny's franchise**, pursuant to Section 16(a), Tenant shall, within 60 days of Landlord's consent to such assignment or sublease, deliver to Landlord a list of Tenant's reasonable third-party brokerage fees, legal fees and architectural fees paid or to be paid in connection with such

transaction (collectively, "**Transaction Costs**"), together with a list of all of Tenant's property (including but not limited to movable fixtures, telephone and other equipment, computer systems, telecommunications data and other cabling, trade fixtures, furniture, furnishings, and other items of personal property which are removable without material damage to the Building, "**Tenant's Property**") to be transferred to such proposed assignee or subtenant ("**Transferee**"). The Transaction Costs shall be amortized, on a straight-line basis, over the term of any sublease. Tenant shall deliver to Landlord evidence of the payment of any Transaction Costs within 30 days after the same are paid (and if Tenant shall fail to do so, no such fees or costs for which Tenant shall have failed to provide evidence of payment shall qualify as Transaction Costs).

(d) In consideration of such assignment or subletting, **if outside the Denny's franchise**, Tenant shall pay to Landlord:

(i) In the case of an assignment, on the effective date of the assignment, 50% of all sums and other consideration paid to Tenant by the Transferee for or by reason of such assignment (including key money, bonus money and any sums paid for services rendered by Tenant to the Transferee in excess of the fair market value for such services and sums paid for the sale or rental of Tenant's Property, less the then fair market or rental value thereof, as reasonably determined by Landlord) after first deducting the Transaction Costs; or

(ii) In the case of a sublease, 50% of any consideration payable under the sublease to Tenant by the Transferee which exceeds on a per square foot basis the Monthly Rent accruing during the term of the sublease in respect of the sublet space (together with any sums paid for services rendered by Tenant to the Transferee in excess of the fair market value for such services and sums paid for the sale or rental of Tenant's Property, less the then fair market or rental value thereof, as reasonably determined by Landlord) after first deducting the monthly amortized amount of Transaction Costs. The sums payable under this clause shall be paid by Tenant to Landlord monthly as and when paid by the subtenant to Tenant.

(iii) The amount payable under this Section 16(c) with respect to any particular Transfer is sometimes referred to herein as the "**Transfer Premium.**" Landlord or its authorized representatives shall have the right at all reasonable times to audit the books, records and papers of Tenant relating to any Transfer, and shall have the right to make copies thereof. If the Transfer Premium respecting any Transfer shall be found understated, such event shall, at Landlord's option, be deemed to be an Event of Default and Tenant shall, within 30 days after demand, pay the deficiency, and if understated by more than 10% Landlord's costs of such audit. Notwithstanding the foregoing, Tenant hereby agrees that the costs incurred by Tenant in the performance of any Alterations prior to the date that Tenant requests Landlord's approval for said Transfer shall not in any case be deemed a component of Transaction Costs.



(iv) The restrictions and limitations set forth in section 16 shall not apply to any assignments, transfers, or sale of business to another Denny's franchisee, nor any instances or circumstances where Denny's Inc, the franchisor, steps in to operate the business. Additionally, there shall be no transfer premium payable under these Denny's related transfers.

17. Subordination.

(a) The Landlord has the option to subordinate this Lease to any and all mortgages, deeds or other encumbrances now or hereafter placed on the Shopping Center, provided, however, so long as the Tenant shall not be in default under the terms of this the holder of said mortgage or the trustee of such deed shall agree that this Lease shall not be divested or in any way affected by foreclosure or other default proceedings under said mortgage, deed of trust, or obligation secured thereby. This Lease shall remain in full force and effect notwithstanding any such default proceeding.

(b) Tenant shall execute any instruments reasonably required by any mortgage to subordinate this Lease to the mortgage.

(c) In the event that this Lease is subordinated to any encumbrance or mortgage, the Landlord shall use reasonable efforts to obtain a non-disturbance agreement from the lienor or mortgagee to protect Tenant's rights under this Lease.

18. Performance of Tenant's Covenants. The tenant covenants and agrees that it will perform all agreements herein expressed on its part to be performed, and that it will promptly upon receipt of written notice of nonperformance thereof, comply with the requirements of such notice. The Tenant shall comply to the satisfaction of Landlord within, ten (10) days after receipt of written notice (if such compliance can not be reasonably completed within ten (10) days, Tenant must commence to comply within the period and thereafter proceed to completion with due diligence). If Tenant fails to comply in such timely manner, then the Landlord may, at its option, perform the tasks set forth in such notice. Landlord shall have the right to cause its agents, employees and/or contractors to enter the Premises for such purpose and shall have no liability to Tenant for any loss or damage resulting in any way from such action. Tenant shall promptly pay to Landlord as Rent any expenses incurred by Landlord in taking such action.

19. Events of Default. Each of the following events shall be an "**Event of Default**" hereunder:

(a) Tenant fails to pay when due any installment of Rent and such default shall continue for ten (10) days after written notice of such default is given to Tenant. Notwithstanding the foregoing, if Landlord has given two such notices of non payment of

Rent in any 12-month period, Tenant shall not be entitled to any further notice of its delinquency in the payment of any Rent or an extended period in which to make payment until such time as 12 consecutive months shall have elapsed without Tenant having failed to make any such payment when due. The occurrence of any default in the payment of any Rent within such 12-month period after the giving of two such notices shall constitute an Event of Default; or

(b) Tenant fails to observe or perform any other term, covenant or condition of this Lease and such failure continues for more than 30 days (10 days with respect to a default under Section 2 of this Lease) after notice by Landlord to Tenant of such default, or if such default (other than a default under Article 2) is of a nature that it cannot be completely remedied within 30 days, failure by Tenant to commence to remedy such failure within 30 days, and thereafter work diligently to complete all steps necessary to remedy such default, provided that, the work is completed within 90 days; or

(c) If, after giving written notice to Tenant, Landlord applies or retains any part of the Security Deposit held by it hereunder, and Tenant fails to deposit with Landlord the amount so applied or retained by Landlord within ten (10) days after notice by Landlord to Tenant stating the amount applied or retained; or

(d) Tenant files a voluntary petition in bankruptcy or insolvency, or is adjudicated a bankrupt or insolvent, or files any petition or answer seeking any reorganization, liquidation, dissolution or similar relief under any present or future federal bankruptcy act or any other present or future applicable federal, state or other statute or law, or makes an assignment for the benefit of creditors or seeks or consents to or acquiesces in the appointment of any trustee, receiver, liquidator or other similar official for Tenant or for all or any part of Tenant's property; or

(e) A court of competent jurisdiction shall enter an order, judgment or decree adjudicating Tenant bankrupt, or appointing a trustee, receiver or liquidator of Tenant, or of the whole or any substantial part of its property, without the consent of Tenant, or approving a petition filed against Tenant seeking reorganization or arrangement of Tenant under the bankruptcy laws of the United States, as now in effect or hereafter amended, or any state thereof, and such order, judgment or decree shall not be vacated or set aside or stayed within sixty (60) days from the date of entry thereof.

Upon the occurrence of any one or more of such Events of Default, Landlord may, at its sole option, give to Tenant ten (10) days' notice of cancellation of this Lease (or of Tenant's possession of the Premises), in which event this Lease and the Lease Term (or Tenant's possession of the Premises) shall terminate (whether or not the Lease Term shall have commenced) with the same force and effect as if the date set forth in the notice was the Expiration Date stated herein; and Tenant shall then quit and surrender the Premises to Landlord, but Tenant shall remain liable for damages as provided in this Article 19. Any notice of cancellation of the Term (or Tenant's possession of the Premises) may be given *simultaneously* with any notice of default given to Tenant.

20. Landlord's Remedies.

If any Event of Default occurs and this Lease or Tenant's right to possession of the Premises terminate as provided in Section 19 if this lease:

(a) Tenant shall quit and surrender the Premises to Landlord, and Landlord and its agents may immediately, or at any time after such termination, re-enter the Premises or any part thereof, without notice, either by summary proceedings, or by any other applicable action or proceeding, or by force (to the extent permitted by law) or otherwise in accordance with applicable legal proceedings (without being liable to indictment, prosecution or damages therefore), and may repossess the Premises and dispossess Tenant and any other persons or entities from the Premises and remove any and all of their property and effects from the Premises.

(b) Landlord, at Landlord's option, may relet all or any part of the Premises from time to time, either in the name of Landlord or otherwise, to such tenant or tenants, for any term ending before, on or after the Expiration Date, at such rental and upon such other conditions (which may include concessions and free rent periods) as Landlord, in its sole discretion, may determine. Landlord shall have no obligation to accept any tenant offered by Tenant and shall not be liable for failure to relet or, in the event of any such reletting, for failure to collect any rent due upon any such reletting; and no such failure shall relieve Tenant of, or otherwise affect, any liability under this Lease. However, to the extent required by law, Landlord shall use reasonable efforts to mitigate its damages but shall not be required to divert prospective tenants from any other portions of the Building. Landlord, at Landlord's option, may make such alterations, decorations and other physical changes in and to the Premises as Landlord, in its sole discretion, considers advisable or necessary in connection with such reletting or proposed reletting, without relieving Tenant of any liability under this Lease or otherwise affecting any such liability.

(c) Tenant, on its own behalf and on behalf of all persons or entities claiming through or under Tenant, including all creditors, hereby waives all rights which Tenant and all such persons or entities might otherwise have (i) to the service of any notice of intention to re-enter or to institute legal proceedings, (ii) to redeem, or to re-enter or repossess the Premises, or (iii) to restore the operation of this Lease, after (A) Tenant shall have been dispossessed by judgment or by warrant of any court or judge, (B) any re-entry by Landlord, or (C) any expiration or early termination of the term of this Lease, whether such dispossess, re-entry, expiration or termination shall be by operation of law or pursuant to the provisions of this Lease. The words "re-enter," "re-entry" and "re-entered" as used in this Lease shall not be deemed to be restricted to their technical legal meanings.

(d) Upon the breach or threatened breach by Tenant, or any persons or entities claiming through or under Tenant, of any term, covenant or condition of this Lease, Landlord shall have the right to enjoin such breach and to invoke any other remedy allowed by law or in equity as if re-entry, summary proceedings and other special remedies were

not provided in this Lease for such breach. The rights to invoke the remedies set forth above are cumulative and shall not preclude Landlord from invoking any other remedy allowed at law or in equity.

21. Landlord's Damages.

(a) Amount of Damages. If this Lease and the Term, or Tenant's right to possession of the Premises, terminate as provided in Section 19 of this Lease, then:

- (i) Tenant shall pay to Landlord all items of Rent payable under this Lease by Tenant to Landlord prior to the date of termination;
- (ii) Landlord may retain all monies, if any, paid by Tenant to Landlord, whether as prepaid Rent, a security deposit or otherwise, which monies, to the extent not otherwise applied to amounts due and owing to Landlord, shall be credited by Landlord against any damages payable by Tenant to Landlord;
- (iii) Tenant shall pay to Landlord, in monthly installments, on the days specified in this Lease for payment of installments of Monthly Rent, any deficiency. It being understood that Landlord shall be entitled to recover the deficiency from Tenant each month as the same shall arise, and no suit to collect the amount of the deficiency for any month, shall prejudice Landlord's right to collect the deficiency for any subsequent month by a similar proceeding; and
- (iv) Whether or not Landlord shall have collected any monthly deficiency, Tenant shall pay to Landlord, on demand, in lieu of any further deficiency and as liquidated and agreed final damages, a sum equal to the amount by which the Rent for the period which otherwise would have constituted the unexpired portion of the Lease Term (assuming the additional rent during such period to be the same as was payable for the year immediately preceding such termination or re-entry, increased in each succeeding year by 4% (on a compounded basis)) exceeds the then fair and reasonable rental value of the Premises, for the same period (with both amounts being discounted to present value at a rate of interest equal to 2% below the then Base Rate) less the aggregate amount of Deficiencies theretofore collected by Landlord pursuant to the provisions of Section 21(a)(iii) for the same period. If, before presentation of proof of such liquidated damages to any court, commission or tribunal, the Premises, or any part thereof, shall have been relet by Landlord for the period which otherwise would have constituted the unexpired portion of the Term, or any part thereof, the amount of rent reserved upon such reletting shall be deemed *prima facie*, to be the fair and reasonable rental value for the part or the whole of the Premises so relet during the term of the reletting.

(b) Reletting. If the Premises, or any part thereof, shall be relet together with other space in the Building, the rents collected or reserved under any such reletting and the expenses of any such reletting shall be equitably apportioned for the purposes of this Section 21. Tenant shall not be entitled to any rents collected or payable under any reletting, whether or not such rents exceeds the Fixed Rent reserved in this Lease. Nothing contained in this Lease shall be deemed to limit or preclude the recovery by Landlord from Tenant of the maximum amount allowed to be obtained as damages, or of any sums or damages to which Landlord may be entitled in addition to the damages set forth in this Section 21.

22. Landlord's Representations. Landlord represents and warrants to Tenant that (i) Landlord is the fee simple owner of the Shopping Center and that, there are no mortgages affecting the Shopping Center, except as disclosed herein; (ii) there are no leases or lease agreements with any party, oral or written, that affect the Premises; (iii) Landlord is a duly formed limited partnership and in good standing under the laws of the State of Florida; and; and (iv) Landlord has the authority and capacity to enter into this Lease.

In addition to the foregoing, and except as required by law, Landlord agrees to keep the information regarding Denny's Franchise Conversion Scope and Signage set forth in Exhibits "A" and "B", respectively, confidential and not disclose or discuss the contents with any third parties.

23. Surrender and Holding Over. At the Termination Date, Tenant agrees to peaceably surrender to Landlord the Premises in broom clean condition and in good repair as required by Paragraph 7 hereof. In the event Tenant shall fail to surrender the Premises upon demand, Landlord, in addition to all other remedies available to it under this Lease and applicable laws, shall have the right to receive, as liquidated damages an amount equal to the greater of twice the minimum rent or twice the Fair Market Value for the period of time which Tenant occupies Premises after the Termination Date. Fair Market Value will be defined as the most recent leased space, as to the rent paid per square foot, for the premises in the Shopping Center.
24. Additional Construction. Landlord hereby reserves the right at any time and from time to time to make alterations or additions to and build additional stories on, the Building and to build adjoining structures. Landlord also reserves the right to construct other or add to other buildings or improvements in the Shopping Center, and to permit others to do so, from time to time so long as it does not have a material negative impact or infringe upon Tenant's use of the Premises or the Denny Standard.
25. Eminent Domain. Tenant hereby waives any loss or damages to Tenant or right or claim to any part of the award as the result of the exercise of the power of eminent domain of any governmental body, whether such loss or damage results from condemnation of part or all of the Premises or any portion of the parking area or service entrances or exits. Should any power of eminent domain be exercised after Tenant is in possession, such exercise shall not void or impair this agreement unless the demised building shall be substantially demolished, and upon the happening of such event the rent herein provided shall be proportionately abated

26. Notices. When notice is required under this Lease, it shall mean written notice sent via U.S. Certified Mail, postage paid, addressed as follows:

TO THE LANDLORD AT: P.O. BOX 561689  
MIAMI, FL. 33156

OR VIA E MAIL :  
VICTORMRICHARDS@GMAIL.COM

TO THE TENANT AT: [STORE PREMISES]  
And ADAM JACOBS  
1600 S Federal Highway  
#1100  
Pompano Beach, FL 33062

or to such other address as either the Landlord or the Tenant may designate as its new address for such purposes by notice given to the other party in accordance with this Section 26. Except for personal delivery, such notice shall be deemed to have been received on the second day after which it is postmarked.

27. Attornment. In the event that any foreclosure proceeding is brought against the Landlord or any mortgage covering the premises is sold, such purchaser or mortgagee shall be the Landlord under this Lease and shall have the same rights and remedies provided to the Landlord under this lease and under applicable laws.
28. Accord and Satisfaction. No payment by Tenant of a lesser amount than the rent herein stipulated shall be deemed to be deemed in accord and satisfaction of Tenant's obligation. Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedies provided by this Lease or by law.
29. Brokers. Tenant represents and warrants to Landlord that Tenant has not dealt with any broker other than Jeff Kalil of Rotella Group (the "Brokers"). Rotella Group will warrant that there are no other brokers involved in this lease, and agrees to pay any co brokers from its own commission. Landlord shall pay Rotella Group its commission pursuant to a separate agreement. This provision shall survive the expiration or early termination of this Lease.
- 30 Not Applicable



31. Exculpation. Tenant agrees that it shall look solely to the estate and property of the Landlord in the land and building comprising the Shopping Center for the collection of any judgment (or any other judicial process) requiring the payment of money by Landlord in the event of any default or breach by Landlord with respect to any of the terms, covenants and conditions of this Lease to be observed and performed by Landlord and no other property or estates of Landlord shall be subject to levy, execution or other enforcement procedures for the satisfaction of Tenant's remedies.
32. Partial Invalidity. If any term, covenant, or condition of this Lease or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term, covenant and condition of this Lease shall be valid and enforceable to the fullest extent permitted by law.
33. Dimensions. All dimensions referred to under this Lease with respect to the Premises shall be outside dimensions.
34. Waiver of Jury Trial and Counterclaims.
- (a) Landlord and Tenant hereby waive trial by jury in any action, proceeding or counterclaim brought by either party against the other on any matters in any way arising out of or connected with this lease, the relationship of landlord and tenant, tenant's use or occupancy of the Premises, or the enforcement of any remedy under any statute, emergency or otherwise.
- (b) If Landlord commences any summary proceeding against Tenant, Tenant will not interpose any counterclaim of any nature or description in any such proceeding (unless failure to interpose such counterclaim would preclude Tenant from asserting in a separate action the claim which is the subject of such counterclaim), and will not seek to consolidate such proceeding with any other action which may have been or will be brought in any other court by Tenant.
35. Successors and Assigns. All rights, obligations and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several and respective heirs, executors, administrators, successors, sub-lessees and assigns of said parties, subject to the provisions of Paragraph 14 and if there shall be more than one Tenant, they shall all be bound jointly and severally by the terms, covenants and agreements herein and the word "Tenant" shall be deemed and taken to mean each and every person or party mentioned as a Tenant herein, be the same one or more; and if there shall be more than one Tenant, any notice required or permitted by the terms of this Lease may be given by one or all thereof, and shall have the same force and effect as if given by or to all thereof. No rights, however, shall inure to the benefit of any assignee of Tenant unless the assignment to such assignee has been approved by Landlord in writing as aforesaid.



36. Quiet Enjoyment. Provided this Lease is in full force and effect and no Event of Default then exists, Tenant may peaceably and quietly enjoy the Premises without hindrance by Landlord or any Person lawfully claiming through or under Landlord, subject to the terms and conditions of this Lease.
37. Counterparts. This Lease may be executed in two or more counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute but one instrument.
38. Delivery. This Lease shall not be binding upon Landlord or Tenant unless and until Landlord shall have executed and delivered a fully executed copy of this Lease to Tenant.
39. Transfer of Real Property. Landlord's obligations under this Lease shall not be binding upon the Landlord named herein after the sale, conveyance, assignment or transfer (collectively, a "**Transfer**") by such Landlord of its interest in the Premises or the Shopping Center, as the case may be, and in the event of any such Transfer, Landlord (and any such subsequent Landlord) shall be entirely freed and relieved of all covenants and obligations of Landlord hereunder arising from and after the date of Transfer, and the transferee of Landlord's interest (or that of such subsequent Landlord) in the Premises or the Shopping Center, as the case may be, shall be deemed to have assumed all obligations under this Lease arising from and after the date of Transfer.
40. Limitation on Liability. The liability of Landlord for Landlord's obligations under this Lease shall be limited to Landlord's interest in the Shopping Center and Tenant shall not look to any other property or assets of Landlord or the property or assets of any direct or indirect partner, member, manager, shareholder, director, officer, principal, employee or agent of Landlord (collectively, the "**Parties**") in seeking either to enforce Landlord's obligations under this Lease or to satisfy a judgment for Landlord's failure to perform such obligations; and none of the Parties shall be personally liable for the performance of Landlord's obligations under this Lease.
41. Rent. All amounts payable by Tenant to or on behalf of Landlord under this Lease, whether or not expressly denominated Monthly Rent, Rent, taxes or otherwise, shall constitute rent for the purposes of Section 502(b)(6) of the United States Bankruptcy Code.
42. Entire Document. This Lease (and all supplementary agreements provided for herein) contains the entire agreement between the parties and all prior negotiations and agreements are merged into this Lease. Any schedules or exhibits attached hereto are incorporated in and made a part of this Lease, provided that in the event of any inconsistency between the terms and provisions of this Lease and the terms and provisions of the schedules and exhibits hereto, the terms and provisions of this Lease shall control.
43. Consent to Jurisdiction. This Lease shall be governed in all respects by the laws of the State of Florida.



(a) Tenant agrees that all disputes arising, directly or indirectly, out of or relating to this Lease, and all actions to enforce this Lease, shall be dealt with and adjudicated in the state courts of the State of Florida or the federal courts for the Southern District of Florida; and for that purpose Tenant expressly and irrevocably submits itself to the jurisdiction of such courts. Tenant agrees that so far as is permitted under applicable law, this consent to personal jurisdiction shall be self-operative and no further instrument or action, other than service of process in one of the manners specified in this Lease, or as otherwise permitted by law, shall be necessary in order to confer jurisdiction upon it in any such court. Tenant further agrees that judgment against it in any such action or proceeding shall be conclusive and, to the extent permitted by applicable law, may be enforced in any other jurisdiction within or outside the United States of America by suit on the judgment, a certified or exemplified copy of which shall be conclusive evidence of the fact and of the amount of its indebtedness.

(b) To the extent that Tenant has or hereafter may acquire any immunity from jurisdiction of any court or from any legal process (whether through service or notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise) with respect to itself or its property, Tenant irrevocably waives such immunity in respect of its obligations under this Lease.

44. Captions. The captions and paragraph headings in this Lease are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Lease or the intent of any provision hereof.
45. Certain Interpretational Rules. For purposes of this Lease, whenever the words "include", "includes", or "including" are used, they shall be deemed to be followed by the words "without limitation" and, whenever the circumstances or the context requires, the singular shall be construed as the plural, the masculine shall be construed as the feminine and/or the neuter and *vice versa*. This Lease shall be interpreted and enforced without the aid of any canon, custom or rule of law requiring or suggesting construction against the party drafting or causing the drafting of the provision in question. The captions in this Lease are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Lease or the intent of any provision hereof.
46. Parties Bound. The terms, covenants, conditions and agreements contained in this Lease shall bind and inure to the benefit of Landlord and Tenant and, except as otherwise provided in this Lease, to their respective legal representatives, successors, and assigns.
47. Survival. All obligations and liabilities of Landlord or Tenant to the other which accrued before the expiration or other termination of this Lease, and all such obligations and liabilities which by their nature or under the circumstances can only be, or by the provisions of this Lease may be, performed after such expiration or other termination, shall survive the expiration or other termination of this Lease. Without limiting the generality of the foregoing, the rights and obligations of the parties with respect to any indemnity under this Lease, and with respect to any Rent and any other amounts payable

under this Lease, shall survive the expiration or other termination of this Lease.

48. As-Is. Landlord agrees to turn over the premises in broom swept condition, but the premises are being rented in "as is- where is" condition. Tenant is fully responsible for all interior improvements, exterior walls, windows, doors, and roof. Water, sewer, and electric are supplied in the current condition, and landlord makes no warranties as to capacity of any utility.

49. Personal Guaranty. Adam Jacobs will personally guarantee this Lease from the Effective Date until the Construction Completion Date. The "**Construction Completion Date**" shall occur when (a) Tenant's work, as set forth in Section 6 is completed, (b) the City of Miami Beach has issued a Certificate of Occupancy for the Premises and (c) there has been a release of all liens relating to the Premises. On the Construction Completion Date, **DEN NORTH BEACH, INC** will be the guarantor of this lease, and Adam Jacobs shall be deemed released from personal responsibility for this lease.

50. Signage. Landlord acknowledges and understands that the signage on the Premises must conform to the Denny's Standard. Accordingly, and notwithstanding anything herein to the contrary, Landlord acknowledges and hereby expressly consents to the Denny's signage plans described in Exhibit "B" attached hereto and by this reference made a part hereof ("**Denny's Signage**"). So long as signs erected in, on or around the Premises are within the scope of Exhibit "B", Tenant shall not be required to obtain any additional written consent or approval from Landlord.

60. In the event the rent is not paid for a two (2) month period, and the premises are not surrendered to the Landlord, Adam Jacobs will be personally responsible for the delinquent rent due, until such time that the premises are surrendered.

61. Landlord consents to a contingency period, to allow Tenant to seek governmental approval of its design of these premises, as defined in Exhibit A, from the City of Miami Beach. This contingency period will end on August 31, 2012. Tenant may extend this contingency for 2 additional months, thereby extending the time period until October 31, 2012. In order to exercise this additional contingency time period, Tenant must pay to landlord an additional month rent, plus sales tax, for each month of extension. In the event the City of Miami Beach denies a significant portion of Tenant's plans, this lease will become null and void and tenant will forfeit these payments. If tenant proceeds with completion of this lease or waives the contingency period, any moneys paid, will be applied to future rents. No commission to broker will be owed in the event Tenant withdraws during the contingency period.



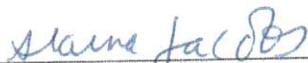
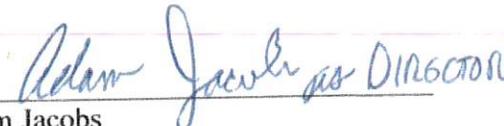
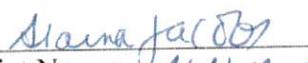
62. The parking Area behind the premises shall be for the exclusive use of Tenant and its employees. Tenant is authorized to place a sign indicating these spaces are for Denny's parking only, and others may be towed. Ability to tow must be made only by a phone call to the towing service by the Denny's manager. There will be no standard towing, decided upon by the Towing company.

Landlord acknowledges the tenant intends to use a portion of the Parking Area to construct and build out a cooler/freezer for Tenant's exclusive use. Landlord authorizes this build out, so long as tenant obtains the requisite approval from the City of Miami Beach, at Tenant's own expense. In doing so, Tenant agrees to replace the dumpster enclosure, at Tenant's expense, at a mutually agreeable location, that will be in compliance with the City of Miami Beach code requirements.

Tenant acknowledges that a segment of the Parking Area may be used by other tenants of the Shopping Center for delivery access. Tenant will not authorize towing of any delivery or service vehicle of anyone in the Shopping Center.



IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first above written.

<p><b>WITNESSES:</b></p> <p>_____</p> <p>Print Name: _____</p> <p>_____</p> <p>Print Name: _____</p>	<p><b>LANDLORD:</b></p> <p>RICHARDS CAPITAL, LTD., a Florida limited partnership</p> <p>By: VSH Capital, Inc., Its General Partner</p> <p>By: <u></u> Victor Richards, President</p>
<p><u></u></p> <p>Print Name: <u>BENJAMIN ALVARADO</u></p> <p><u></u></p> <p>Print Name: <u>ALAINA JACOBS</u></p>	<p><b>TENANT:</b></p> <p>DEN NORTH BEACH INC</p> <p>By: <u></u> as DIRECTOR Adam Jacobs</p>
<p><u></u></p> <p>Print Name: <u>BENJAMIN ALVARADO</u></p> <p><u></u></p> <p>Print Name: <u>ALAINA JACOBS</u></p>	<p><b>PERSONAL GUARANTOR TO [DEN NORTH BEACH, INC]:</b></p> <p>By: <u></u> Adam Jacobs</p>

**EXHIBIT "A"**

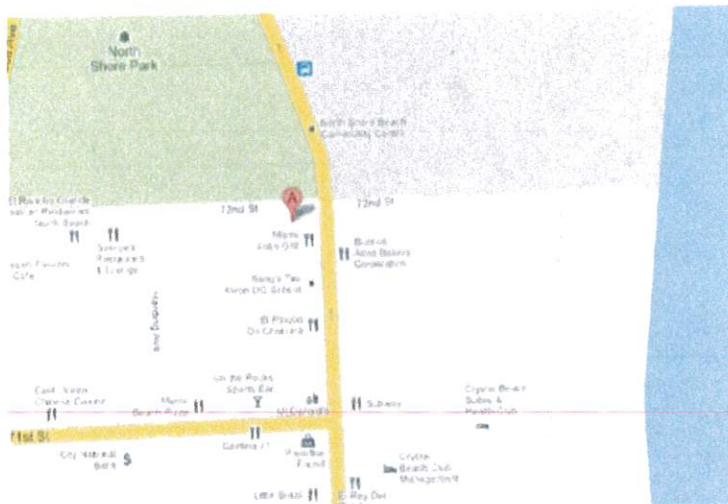
**DENNY'S FRANCHISE CONVERSION SCOPE**

**EXHIBIT "B"**

**DENNY'S SIGNAGE**



7140 Collins Ave., Miami Beach, FL



*Handwritten signature or initials in blue ink.*





*af*



CUSTOMER: Denny's  
LOCATION / PROJECT: Miami Beach, FL  
ADDRESS: 7140 Collins Ave.  
DATE: 12-5-11

DRAWING NO: DEN-MB.12-5  
DESIGNER: StC  
ACCOUNT REP:  
SCALE: N/A

REVISION NO. / DATE:  
1. 4-11-12

CLIENT APPROVAL:  
DATE:



7140 Collins Ave., Miami Beach, FL

Elevations



*Handwritten signature*



CUSTOMER: Denny's

LOCATION / PROJECT: Miami Beach, FL

ADDRESS: 7140 Collins Ave.

DATE: 12-5-11

DRAWING NO: DEN-MB.12-5

DESIGNER: StC

ACCOUNT REP:

SCALE: N/A

REVISION NO. / DATE:

1. 4-11-12

CLIENT APPROVAL:

DATE:

PAGE:

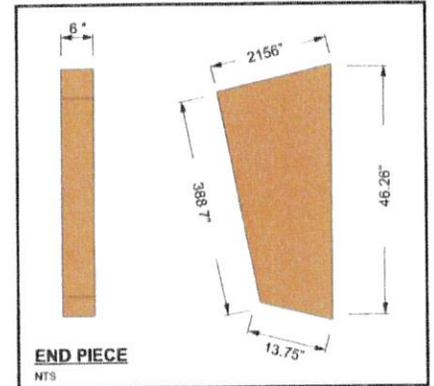
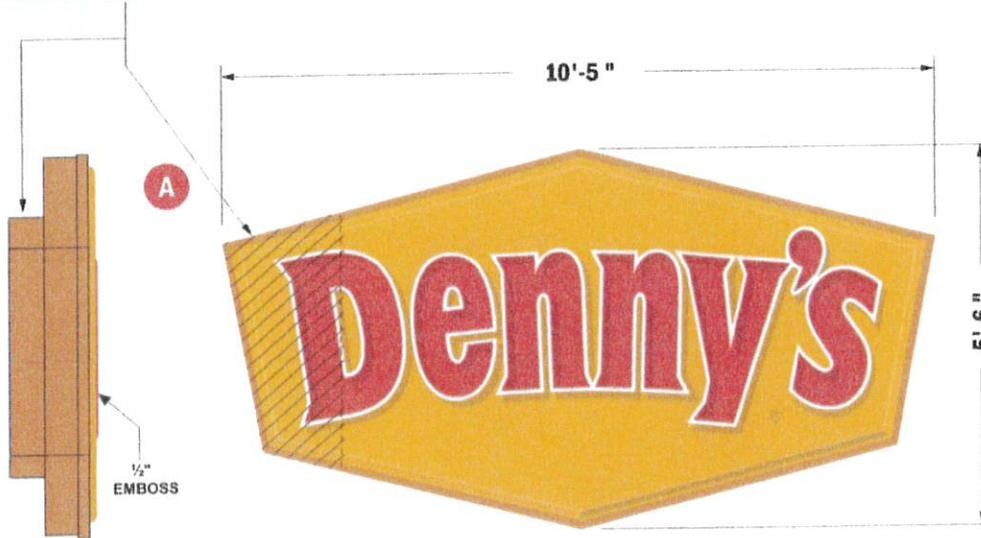
1  
of  
7



7140 Collins Ave., Miami Beach, FL

Tower Sign

ATTACHED TO WALL SIGN.  
PAINTED TO MATCH WALL SIGN



### SINGLE FACE WALL SIGN CABINET

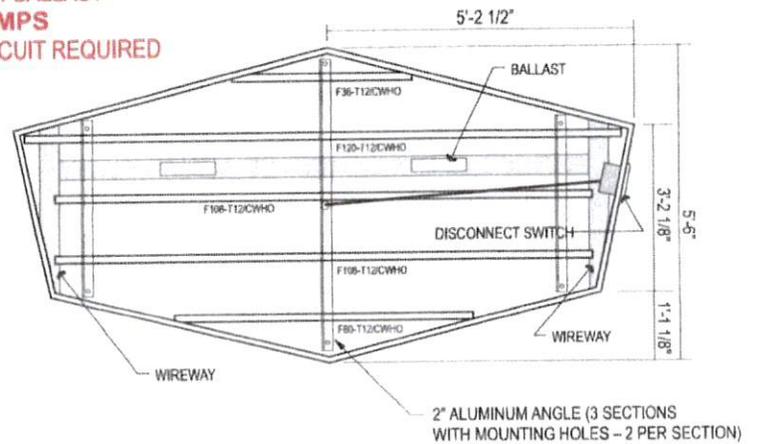
TOTAL SQUARE FEET: 57.3  
ACTUAL SQUARE FEET: 42.5

**NOTE TO SIGN INSTALLER:**  
In case the power is not already provided, run sign whips through wall. Electrician will make final hookup when power is provided.

**ELECTRICAL REQUIREMENTS:** \_\_\_\_\_

#### ELECTRICAL

- (1) F36-T12/CWHO LAMP
- (1) F60-T12/CWHO LAMP
- (2) F108-T12/CWHO LAMPS
- (1) F120-T12/CWHO LAMPS
- (3) ASB-0620-24 BALLAST
- 7.5 TOTAL AMPS**
- (1) 15 AMP CIRCUIT REQUIRED**
- 110 V**

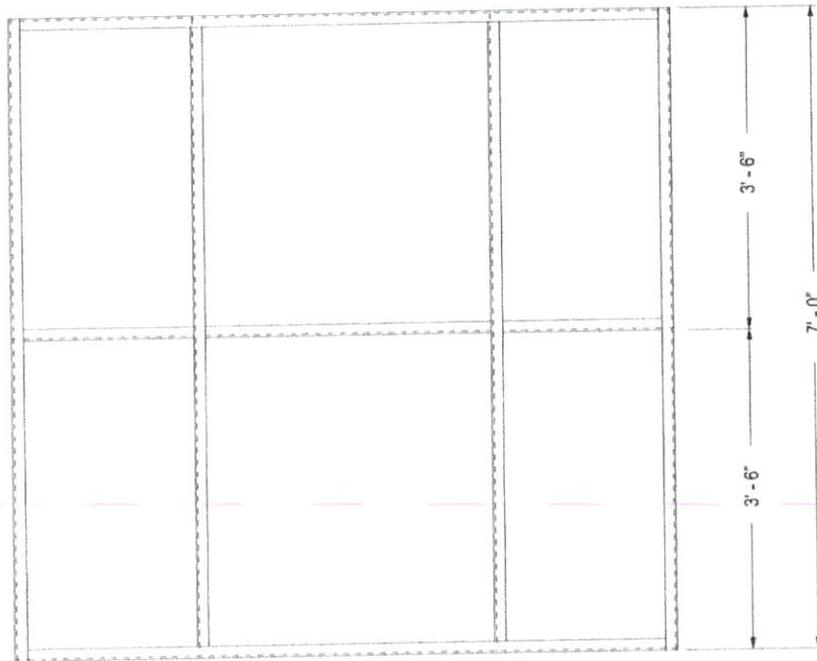
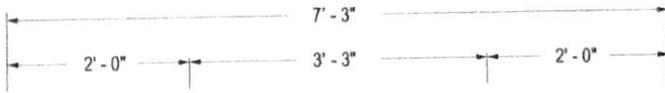


**CUSTOMER:** Denny's  
**LOCATION / PROJECT:** Miami Beach, FL  
**ADDRESS:** 7140 Collins Ave.  
**DATE:** 12-5-11

**DRAWING NO:** DEN-MB.12-5  
**DESIGNER:** SIC  
**ACCOUNT REP:**  
**SCALE:** 3/8" = 1' - 0"

**REVISION NO. / DATE:**  
 1. 4-11-12

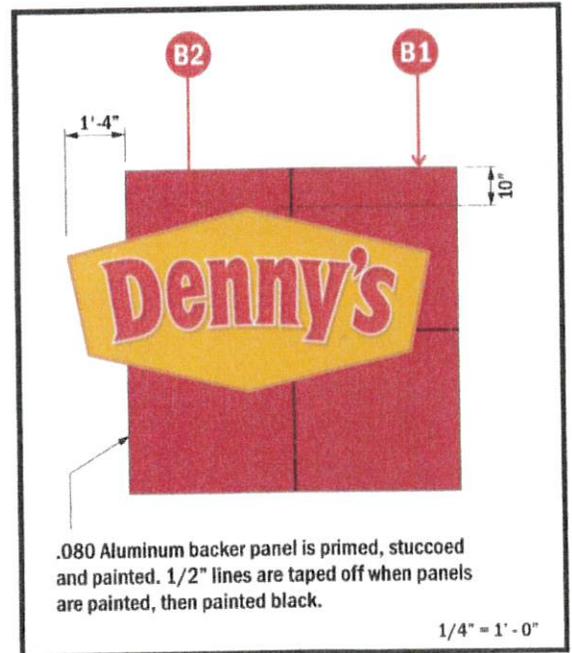
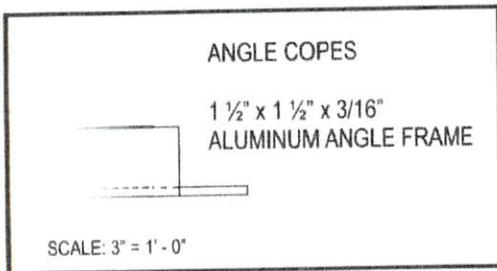
**CLIENT APPROVAL:**  
 DATE:



B1

1/2" = 1' - 0"

NOTE: Top, bottom and both ends are removable for attachment to wall and attachment of cabinet to backer panel.



*Handwritten initials*



CUSTOMER: Denny's

LOCATION / PROJECT: Miami Beach, FL

ADDRESS: 7140 Collins Ave.

DATE: 12-5-11

DRAWING NO: DEN-MB.12-5

DESIGNER: StC

ACCOUNT REP:

SCALE: 1/2" = 1' - 0"

REVISION NO. / DATE:

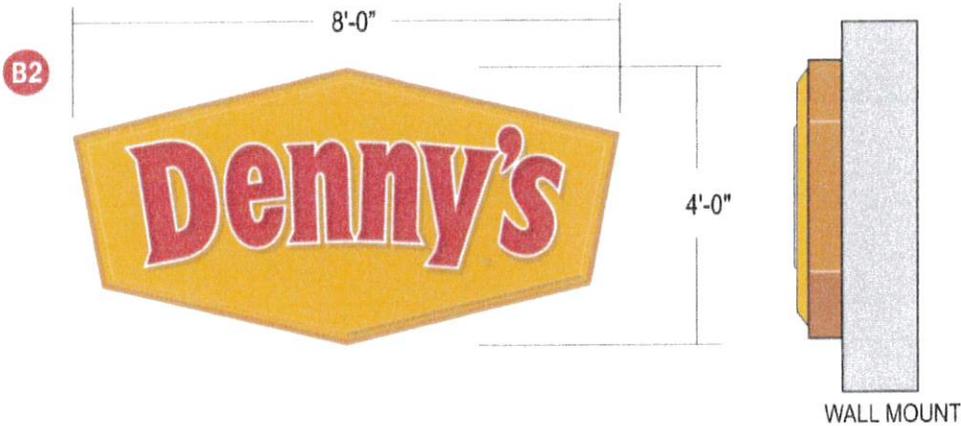
1. 4-11-12

CLIENT APPROVAL:

DATE:

PAGE:

1 OF 7



**SPECIFICATIONS**

HELIARC WELDED ALUMINUM ANGLE FRAME W/  
 FABRICATED ALUMINUM CABINET & RETAINER.  
 ACRYLIC POLYURETHANE FINISH.  
 PAN FORMED .118 SG-100 SOLAR GRADE LEXAN W/  
 TRANSLUCENT VINYL 2ND SURFACE (6) COLOR  
 GRAPHIC APPLICATION. UL APPROVED

TOTAL SQFT= 32.0  
 ACTUAL SQFT= 23.5

VINYL COLORS					
LOGO TYPE	CAST SHADOW	DRIP SHADOW	SG YELLOW	BORDER ORANGE	BLACK POLE
PS24 495	PS24 1807C	PS24 131C	PS24 192C	PS24 133C	Sherris Williams
Logo 1 13-1445	Logo 1 18-0748	Logo 1 18-0753	Logo 1 18-0755	Logo 1 18-0756	Highway 900007
Sign Tech 323	Sign Tech 1-378	Sign Tech CCA-111	Sign Tech J237	Sign Tech CCA-128	
SM Vinyl V7887	SM Vinyl V7886	SM Vinyl V7885	SM Vinyl V7884	SM Vinyl V7884	



CUSTOMER: Denny's

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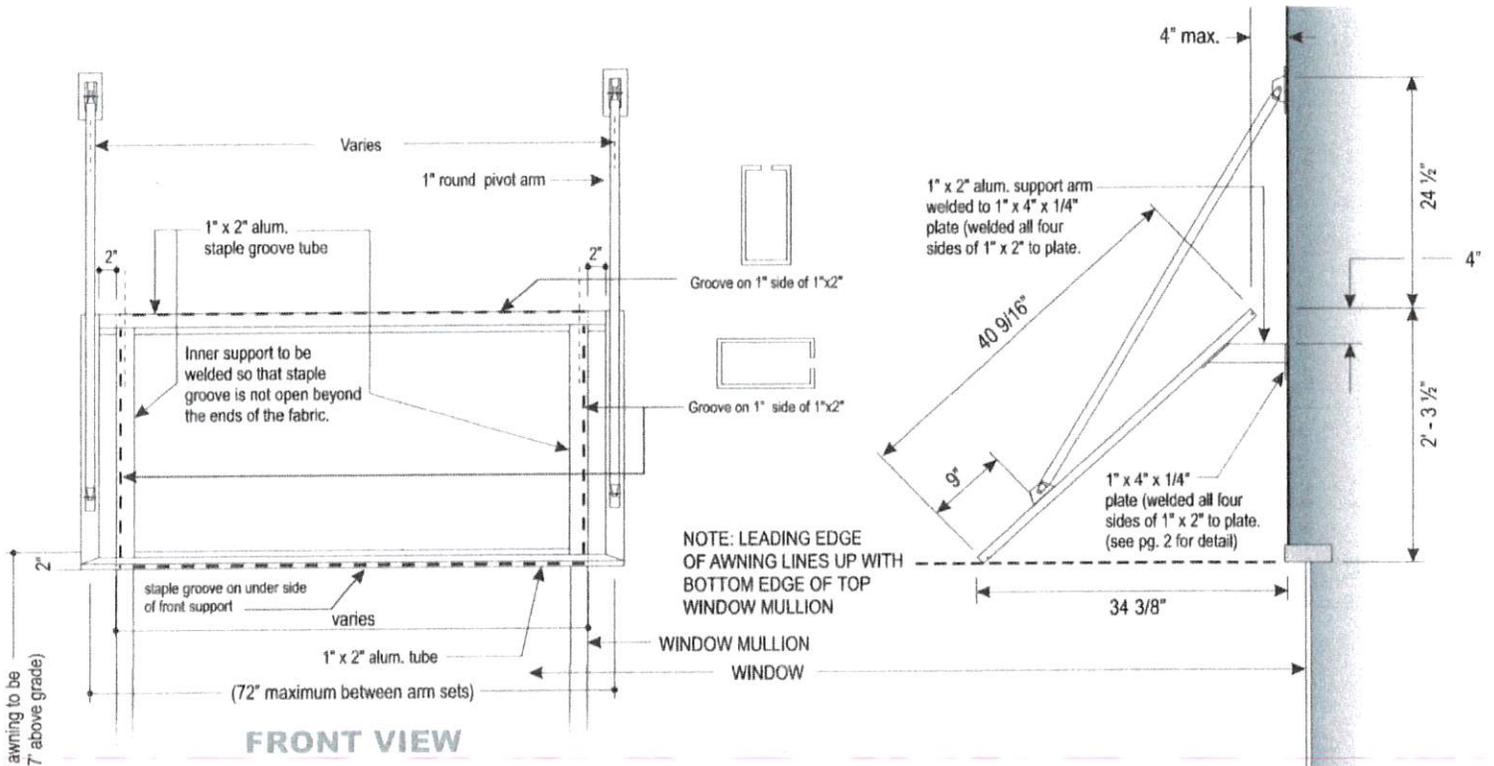
SCALE: 3/8" = 1' - 0"

REVISION NO. / DATE:

1. 4-11-12

CLIENT APPROVAL:

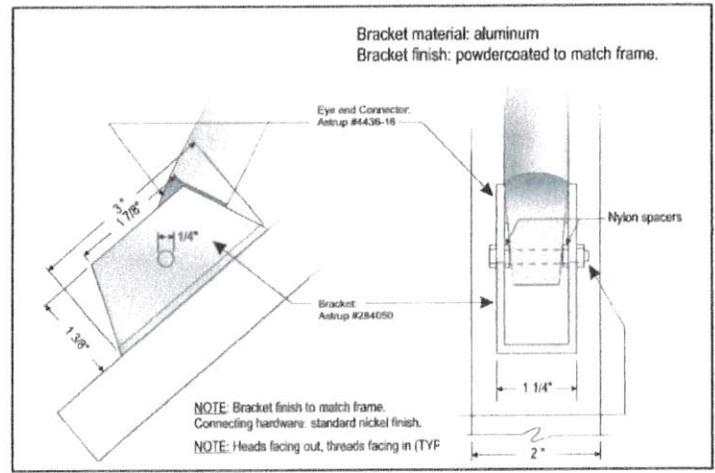
DATE:



(bottom of awning to be no less than 7" above grade)

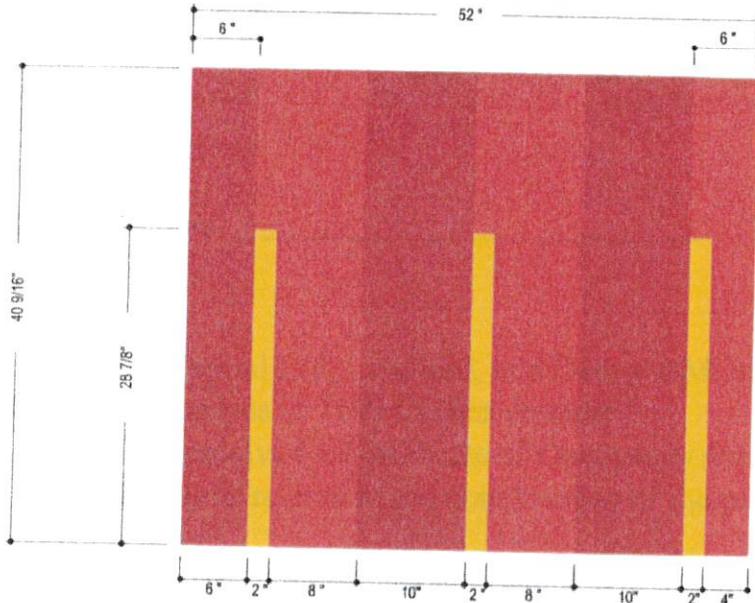
**NOTE:** Engineered for 90 MPH wind load. In hurricane prone areas, we will custom engineer mounting hardware.

3-(fastener type and embedment TBD by individual site construction to meet minimum 300lb pullout for each fastener)



SIDE VIEW

*AS*



# MATERIAL COLORS

NOTE:  
Dimensions include only top surface area.  
These dimensions do not include awning section that wraps around the top and bottom frame.

Protective coating: FX regular

VINYL OVERLAP (TRAP) IS 1/16" EACH SIDE.

MATERIAL			FRAME / BRACKETS
FABRIC	CK Denny's program - Sign Tech Arlon		
APPLIED VINYL		Avery Vinyl, A9114 "Sunshine"	
POWDER COAT			Tiger-Dry-lac RAL-8012 (to match Rookwood Red)

**FULLY DECORATED**  
(Ready for installation)

**UNDECORATED**  
(yellow stripe to be applied in house)

**CUSTOMER SUPPLIES MATERIALS**

NOTE: Fully decorated material available from Awning and Sign Contractors.  
TO ORDER: Call 888-665-1521 (Contact: Tom Armstrong)

TO ORDER: Call Sign Tech Arlon at 800-854-0361 (Contact: Elaine Hall, ext. 310)  
NOTE: Material is available in 5' widths and 7' widths. Fabric comes undecorated. Yellow stripe must be eradicated and applied in-house.

NOTE: If customer supplies the materials, the following vinyl colors are to be used:

LIGHT RED: Avery vinyl" #A9324-T "Lt. Tomato Red"
  DARK RED: Eradilite #2712
  YELLOW: Avery Vinyl, A9114 "Sunshine"

*af*



**CUSTOMER:** Denny's  
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**REVISION NO. / DATE:**  
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**CLIENT APPROVAL:**

**DATE:**