

MIAMI BEACH

PLANNING DEPARTMENT, 1700 CONVENTION CENTER DRIVE, 2ND FLOOR
MIAMI BEACH, FLORIDA 33139, WWW.MIAMI BEACHFL.GOV
305-673-7550

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.

- ☐ BOARD OF ADJUSTMENT
- ☐ VARIANCE FROM A PROVISION OF THE LAND DEVELOPMENT REGULATIONS
 - ☐ APPEAL OF AN ADMINISTRATIVE DECISION
- ☐ DESIGN REVIEW BOARD
- ☐ DESIGN REVIEW APPROVAL
 - ☐ VARIANCE RELATED TO PROJECT BEING CONSIDERED OR APPROVED BY DRB.
- ☒ HISTORIC PRESERVATION BOARD
- ☒ CERTIFICATE OF APPROPRIATENESS FOR DESIGN
 - ☒ CERTIFICATE OF APPROPRIATENESS TO DEMOLISH A STRUCTURE
 - ☐ HISTORIC DISTRICT / SITE DESIGNATION
 - ☐ VARIANCE RELATED TO PROJECT BEING CONSIDERED OR APPROVED BY HPB.
- ☐ PLANNING BOARD
- ☐ CONDITIONAL USE PERMIT
 - ☐ LOT SPLIT APPROVAL
 - ☐ AMENDMENT TO THE LAND DEVELOPMENT REGULATIONS OR ZONING MAP
 - ☐ AMENDMENT TO THE COMPREHENSIVE PLAN OR FUTURE LAND USE MAP
- ☐ FLOOD PLAIN MANAGEMENT BOARD
- ☐ FLOOD PLAIN WAIVER
- ☒ OTHER Modification of HPB Order No. 7303

SUBJECT PROPERTY ADDRESS: Tides Hotel, 1220 Ocean Drive and Tides Village, 1201, 1221 and 1225 Collins Avenue

LEGAL DESCRIPTION: PLEASE ATTACH LEGAL DESCRIPTION AS "EXHIBIT A"

FOLIO NUMBER (S) 02-3234-008-0410, 02-3234-008-0430, 02-3234-008-0440 & 02-3234-008-0450

1. APPLICANT: ☒ OWNER OF SUBJECT PROPERTY ☐ TENANT ☐ ARCHITECT ☐ LANDSCAPE ARCHITECT
☐ ENGINEER ☐ CONTRACTOR ☐ OTHER _____

NAME CG Tides, LLC (Owner of 1220 Ocean Drive)

ADDRESS 2915 Biscayne Blvd. Suite 300, Miami, FL 33137

BUSINESS PHONE (305) 747-6408

CELL PHONE _____

E-MAIL ADDRESS ari.pearl@gmail.com

OWNER IF DIFFERENT THAN APPLICANT:

NAME CG Tides Village, LLC, CG Tides Village I, LLC and CG Tides Village II, LLC (Owner of 1201, 1221 and 1225 Collins Avenue)

ADDRESS 2915 Biscayne Blvd. Suite 300, Miami, FL 33137

BUSINESS PHONE (305) 747-6408

CELL PHONE _____

E-MAIL ADDRESS ari.pearl@gmail.com

2. AUTHORIZED REPRESENTATIVE(S):

☒ ATTORNEY:

NAME Matthew Amster, Esq. & Michael W. Larkin, Esq. - Bercow Radell Fernandez & Larkin

ADDRESS 200 S. Biscayne Blvd. Suite 850 Miami, FL 33131

BUSINESS PHONE (305) 374-5300

CELL PHONE _____

E-MAIL ADDRESS MAmster@brzoninglaw.com & MLarkin@brzoninglaw.com

☐ AGENT:

NAME _____

ADDRESS _____

BUSINESS PHONE _____

CELL PHONE _____

E-MAIL ADDRESS _____

☐ CONTACT:

NAME _____

ADDRESS _____

BUSINESS PHONE _____

CELL PHONE _____

E-MAIL ADDRESS _____

3. PARTY RESPONSIBLE FOR PROJECT DESIGN:

☒ ARCHITECT ☐ LANDSCAPE ARCHITECT ☐ ENGINEER ☐ CONTRACTOR ☐ OTHER: _____

NAME Kobi Karp

ADDRESS 2915 Biscayne Blvd. Suite 200, Miami, FL 33137

BUSINESS PHONE (305) 573-1818

CELL PHONE _____

E-MAIL ADDRESS kobikarp@kobikarp.com

FILE NO. _____

4. SUMMARY OF APPLICATION – PROVIDE BRIEF SCOPE OF PROJECT:

Modification of HPB Order no. 7303 to enclose approved pedestrian bridge and walkway with glass. See letter of intent for more details.

4A. IS THERE AN EXISTING BUILDING(S) ON THE SITE

☒ YES☐ NO

4B. DOES THE PROJECT INCLUDE INTERIOR OR EXTERIOR DEMOLITION

☒ YES☐ NO4C. PROVIDE THE TOTAL FLOOR AREA OF THE NEW BUILDING (IF APPLICABLE) 0 SQ. FT.4D. PROVIDE THE TOTAL GROSS FLOOR AREA OF THE NEW BUILDING (INCLUDING REQUIRED PARKING AND ALL USEABLE FLOOR SPACE). 0 SQ. FT.

5. APPLICATION FEE (TO BE COMPLETED BY PLANNING STAFF) \$

- 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 FEE. 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 A PROJECT 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, LANDSCAPE ARCHITECTS, ENGINEERS, 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 SEC.118-31. – DISCLOSURE REQUIREMENT. EACH PERSON OR ENTITY REQUESTING APPROVAL, RELIEF OR OTHER ACTION FROM THE PLANNING BOARD, DESIGN REVIEW BOARD,

FILE NO. _____

HISTORIC PRESERVATION BOARD (INCLUDING THE JOINT 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 SERVICES 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 FOREGOING 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 FROM 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: _____

PRINT NAME: Meyer Chetrit

Manager of JCMC Tides, LLC, the Manager of CG Tides, LLC
 and
 Managing Member of CG Tides Village II, LLC

FILE NO. _____

HISTORIC PRESERVATION BOARD (INCLUDING THE JOINT 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 SERVICES 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 FOREGOING 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 FROM 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.

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THE AFOREMENTIONED IS ACKNOWLEDGED BY: ☒ OWNER OF THE SUBJECT PROPERTY

☐ AUTHORIZED REPRESENTATIVE

SIGNATURE: 

PRINT NAME: Joseph Chetrit

Manager of 392 Fifth, LLC, the Manager of CG Tides Village, LLC
and CG Tides Village I, LLC

FILE NO. _____

OWNER AFFIDAVIT FOR INDIVIDUAL OWNER

STATE OF _____
 COUNTY OF _____

I, N/A, 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 removing 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
 (Circle one)

STATE OF New York
 COUNTY OF Queens

I, Meyer Chetrit, being duly sworn, depose and certify as follows: (1) I am the Manager (print title) of JCMC Tides, LLC, the Manager of CG Tides, 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 or tenant 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 the subject property for the sole purpose of posting a Notice of Public Hearing on the property, as required by law. (7) I am responsible for removing this notice after the date of the hearing.

SIGNATURE

Sworn to and subscribed before me this 27 day of February, 2017. The foregoing instrument was acknowledged before me by Meyer Chetrit, Manager of _____, on behalf of such entity, who has produced _____ as identification and/or is personally known to me and who did/did not take an oath. JCMC Tides, LLC, the Manager of CG Tides, LLC

NOTARY SEAL OR STAMP:

LOIS HUTTER SANCHEZ
 Notary Public, State of New York
 No. 01HU5042516
 Qualified in Queens County
 Commission Expires April 24, 2019

NOTARY PUBLIC

My Commission Expires:

PRINT NAME

FILE NO. _____

OWNER AFFIDAVIT FOR INDIVIDUAL OWNER

STATE OF
COUNTY OF

I, N/A, 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 removing this notice after the date of the hearing.

SIGNATURE

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NOTARY SEAL OR STAMP

NOTARY PUBLIC

My Commission Expires:

PRINT NAME

ALTERNATE OWNER AFFIDAVIT FOR
CORPORATION, PARTNERSHIP, OR LIMITED LIABILITY COMPANY
(Circle one)

STATE OF New York
COUNTY OF Queens

I, Joseph Chetrit, being duly sworn, depose and certify as follows: (1) I am the Manager (print title) of 392 Fifth, LLC, the Manager of CG Tides Village, 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 or tenant 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 the subject property for the sole purpose of posting a Notice of Public Hearing on the property, as required by law. (7) I am responsible for removing this notice after the date of the hearing.

SIGNATURE

Sworn to and subscribed before me this 27 day of Feb, 2017. The foregoing instrument was acknowledged before me by Joseph Chetrit, Manager of 392 Fifth, LLC, the Manager of CG Tides Village, LLC, on behalf of such entity, who has produced as identification and/or is personally known to me and who did/did not take an oath.

NOTARY SEAL OR STAMP:

LOIS HUTTER SANCHEZ
Notary Public, State of New York
No. 01HU5042516
Qualified in Queens County
Commission Expires April 24, 2019

NOTARY PUBLIC

My Commission Expires:

PRINT NAME

FILE NO. _____

OWNER AFFIDAVIT FOR INDIVIDUAL OWNERSTATE OF
COUNTY OF

I, N/A, 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 removing 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
(Circle one)

STATE OF New York
COUNTY OF Queens

I, Joseph Chetrit, being duly sworn, depose and certify as follows: (1) I am the Manager (print title) of 392 Fifth, LLC, the Manager of CG Tides Village I, 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 or tenant 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 the subject property for the sole purpose of posting a Notice of Public Hearing on the property, as required by law. (7) I am responsible for removing this notice after the date of the hearing.

SIGNATURE

Sworn to and subscribed before me this 27 day of Feb, 2017. The foregoing instrument was acknowledged before me by Joseph Chetrit, Manager of 392 Fifth, LLC, the Manager of CG Tides Village I, LLC, on behalf of such entity, who has produced _____ as identification and/or is personally known to me and who did/did not take an oath.

NOTARY SEAL OR STAMP:

LOIS HUTTER SANCHEZ
Notary Public, State of New York
No. 01HU5042516
Qualified in Queens County
Commission Expires April 24, 2019

NOTARY PUBLIC

My Commission Expires:

PRINT NAME

FILE NO. _____

OWNER AFFIDAVIT FOR INDIVIDUAL OWNER

STATE OF
COUNTY OF

I, N/A, 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 removing 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

(Circle one)

STATE OF New York
COUNTY OF Queens

I, Mayer Chetrit, being duly sworn, depose and certify as follows: (1) I am the Managing Member (print title) of CG Tides Village II, 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 or tenant 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 the subject property for the sole purpose of posting a Notice of Public Hearing on the property, as required by law. (7) I am responsible for removing this notice after the date of the hearing.

SIGNATURE

Sworn to and subscribed before me this 27 day of Feb, 2017. The foregoing instrument was acknowledged before me by Mayer Chetrit, Managing Member of CG Tides Village II, LLC, on behalf of such entity, who has produced _____ as identification and/or is personally known to me and who did/did not take an oath.

NOTARY SEAL OR STAMP:

LOIS HUTTER SANCHEZ
Notary Public, State of New York
No. 01HU5042516
Qualified in Queens County

NOTARY PUBLIC

My Commission Expires:

Commission Expires April 24, 2019

PRINT NAME

FILE NO. _____

POWER OF ATTORNEY AFFIDAVITSTATE OF New York
COUNTY OF Queens

I, Meyer Chetrit, being duly sworn and deposed, 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 Matthew Amster, Esq & Michael Larkin, Esq. to be my representative before the HPB Board. (3) I also hereby authorize the City of Miami Beach to enter the subject property for the sole purpose of posting a Notice of Public Hearing on the property, as required by law. (4) I am responsible for removing this notice after the date of the hearing.

Meyer Chetrit
PRINT NAME (and Title, if applicable)

Manager of JCMC Tides, LLC, the Manager of CG Tides, LLC

[Signature]
SIGNATURE

Sworn to and subscribed before me this 27 day of Feb, 2017. The foregoing instrument was acknowledged before me by Meyer Chetrit, Manager of [Signature] who has produced as identification and/or is personally known to me and who did/did not take an oath.

NOTARY SEAL OR STAMP

LOIS HUTTER SANCHEZ
Notary Public, State of New York
No. 01HU5042516
Qualified in Queens County
My Commission Expires April 24, 2019

[Signature]
NOTARY PUBLIC

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 contract purchasers are corporations, partnerships, limited liability companies, trusts, 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. 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.*

N/A

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.

FILE NO. _____

POWER OF ATTORNEY AFFIDAVIT

STATE OF
COUNTY OF

I, Joseph Chetrit, being duly sworn and deposed, 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 Matthew Amster, Esq & Michael Larkin, Esq. to be my representative before the HPB Board. (3) I also hereby authorize the City of Miami Beach to enter the subject property for the sole purpose of posting a Notice of Public Hearing on the property, as required by law. (4) I am responsible for removing this notice after the date of the hearing.

Joseph Chetrit
PRINT NAME (and Title, if applicable)

[Signature]
SIGNATURE

Manager of 392 Fifth, LLC, the Manager of CG Tides Village, LLC

Sworn to and subscribed before me this 27 day of Feb, 2017 the foregoing instrument was acknowledged before me by Joseph Chetrit Manager of 392 Fifth, LLC, the Manager of CG Tides Village, LLC who has produced as identification and/or is personally known to me and who did/did not take an oath.

NOTARY SEAL OR STAMP

LOIS HUTTER SANCHEZ
Notary Public, State of New York
No. 01HU5042516
Qualified in Queens County
Commission Expires April 24, 2019

[Signature]
NOTARY PUBLIC

My Commission Expires

PRINT NAME

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N/A

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.

FILE NO. _____

POWER OF ATTORNEY AFFIDAVITSTATE OF New York
COUNTY OF Queens

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Joseph Chetrit
PRINT NAME (and Title, if applicable)

[Signature]
SIGNATURE

Manager of 392 Fifth, LLC, the Manager of CG Tides Village I, LLC

Sworn to and subscribed before me this 27 day of Feb, 2017 the foregoing instrument was acknowledged before me by Joseph Chetrit Manager of _____ who has produced as Identification and/or is personally known to me and who did/did not take an oath.

NOTARY SEAL OR STAMP

[Signature]
NOTARY PUBLIC

LOIS HUTTER SANCHEZ
Notary Public, State of New York
No. 01HU5042516
Qualified in Queens County
Commission Expires April 24, 2019

My Commission Expires

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 contract purchasers are corporations, partnerships, limited liability companies, trusts, 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. 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.*

N/A

NAME

DATE OF CONTRACT

NAME, ADDRESS, AND OFFICE

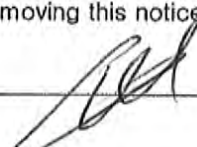
% OF STOCK

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.

FILE NO. _____

POWER OF ATTORNEY AFFIDAVITSTATE OF New York
COUNTY OF Queens

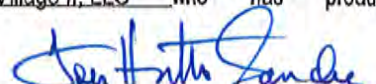
I, Meyer Chetrit, being duly sworn and deposed, certify as follows: (1) I am the owner or representative of the owner of the real property that is the subject of this application. (2) I hereby authorize Matthew Amster Esq. & Michael Larkin Esq. to be my representative before the HPB Board. (3) I also hereby authorize the City of Miami Beach to enter the subject property for the sole purpose of posting a Notice of Public Hearing on the property, as required by law. (4) I am responsible for removing this notice after the date of the hearing.

Meyer Chetrit
PRINT NAME (and Title, if applicable)Managing Member of CG Tides Village II, LLC

SIGNATURE

Sworn to and subscribed before me this 27 day of Feb, 2017. The foregoing instrument was acknowledged before me by Meyer Chetrit, Managing Member of CG Tides Village II, LLC who has produced as identification and/or is personally known to me and who did/did not take an oath.

NOTARY SEAL OR STAMP

LOIS HUTTER SANCHEZ
Notary Public, State of New York
No. 01HU5042516
Qualified in Queens County
Commission Expires April 24, 2019


NOTARY PUBLIC

My Commission Expires

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 contract purchasers are corporations, partnerships, limited liability companies, trusts, 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. 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.*

N/A

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.

FILE NO. _____

CITY OF MIAMI BEACH
DEVELOPMENT REVIEW BOARD APPLICATION

DISCLOSURE OF INTEREST

1. 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.*

See Exhibit B for CG Tides, LLC

NAME OF CORPORATE ENTITY

NAME AND ADDRESS

% OF OWNERSHIP

See Exhibit B for CG Tides Village, LLC, CG Tides Village I, LLC and CG Tides Village II, LLC

NAME OF CORPORATE ENTITY

NAME AND ADDRESS

% OF OWNERSHIP

IF THERE ARE ADDITIONAL CORPORATE OWNERS, LIST ALL SUCH OWNERS, INCLUDING CORPORATE NAMES AND THE NAME, ADDRESS, AND PERCENTAGE OF OWNERSHIP OF EACH ADDITIONAL OWNER, ON A SEPARATE PAGE.

FILE NO. _____

CITY OF MIAMI BEACH
DEVELOPMENT REVIEW BOARD APPLICATION
DISCLOSURE OF INTEREST

2. TRUSTEE

If the property that is the subject of this application is owned or leased by a trust, list any and all trustees and beneficiaries of the trust, and the percentage of interest 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.*

N/A

TRUST NAME

NAME AND ADDRESS

% INTEREST

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

FILE NO. _____

3. 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 #
a.	<u>Michael W. Larkin</u>	<u>200 S Biscayne Blvd. Suite 850 Miami, FL 33131</u>	<u>(305) 374-5300</u>
b.	<u>Matthew Amster</u>	<u>200 S Biscayne Blvd. Suite 850 Miami, FL 33131</u>	<u>(305) 374-5300</u>
c.	<u>Kobi Karp</u>	<u>2815 Biscayne Blvd. Suite 200 Miami, FL 33137</u>	<u>(305) 573-1818</u>

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

*Disclosure shall not be required of any entity, the equity interests in which are regularly traded on an established securities market in the United States or other country, or of any entity, the ownership interests of which are held in a limited partnership or other entity, consisting of more than 5,000 separate interests, where no one person or entity holds more than a total of 5% of the ownership interests in the entity.

APPLICANT HEREBY ACKNOWLEDGES AND AGREES THAT (1) ANY 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
COUNTY OF

Manager of JCMC Tides, LLC, the Manager of CG Tides, LLC

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

SIGNATURE

Sworn to and subscribed before me this 27 day of February, 2019. 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

LOIS HUTTER SANCHEZ
Notary Public, State of New York
No. 01HU5042516
Qualified in Queens County
Commission Expires April 24, 2019

NOTARY PUBLIC

PRINT NAME

FILE NO. _____

EXHIBIT A
LEGAL DESCRIPTION

1220 Ocean Drive

LOTS 6 AND 7, BLOCK 17, OF OCEAN BEACH, ADDITION NO. 2, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, AT PAGE 56, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

1201, 1221, 1225 Collins Avenue

Lots 9, 10, 11, and 12, Block 17 of OCEAN BEACH, ADDITION NO. 2, according to the plat thereof, as recorded in Plat Book 2, Page 56, of the Public Records of Miami-Dade County, Florida.

Also known as:

Parcel 1:

Lot 9 and the South 40 feet of Lot 10, Block 17, of OCEAN BEACH, ADDITION NO. 2, according to the plat thereof, as recorded in Plat Book 2, Page 56, of the Public Records of Miami-Dade County, Florida.

Parcel 2:

Lot 11, and the North 10 feet of Lot 10, Block 17, of OCEAN BEACH, ADDITION NO. 2, according to the Plat thereof, as recorded in Plat Book 2, Page 56, of the Public Records of Miami-Dade County, Florida.

Parcel 3:

Lot 12, Block 17, of OCEAN BEACH, ADDITION NO. 2, according to the Plat thereof, as recorded in Plat Book 2, Page 56, of the Public Records of Miami-Dade County, Florida.

Exhibit B
Disclosure of Interest

1220 Ocean Drive

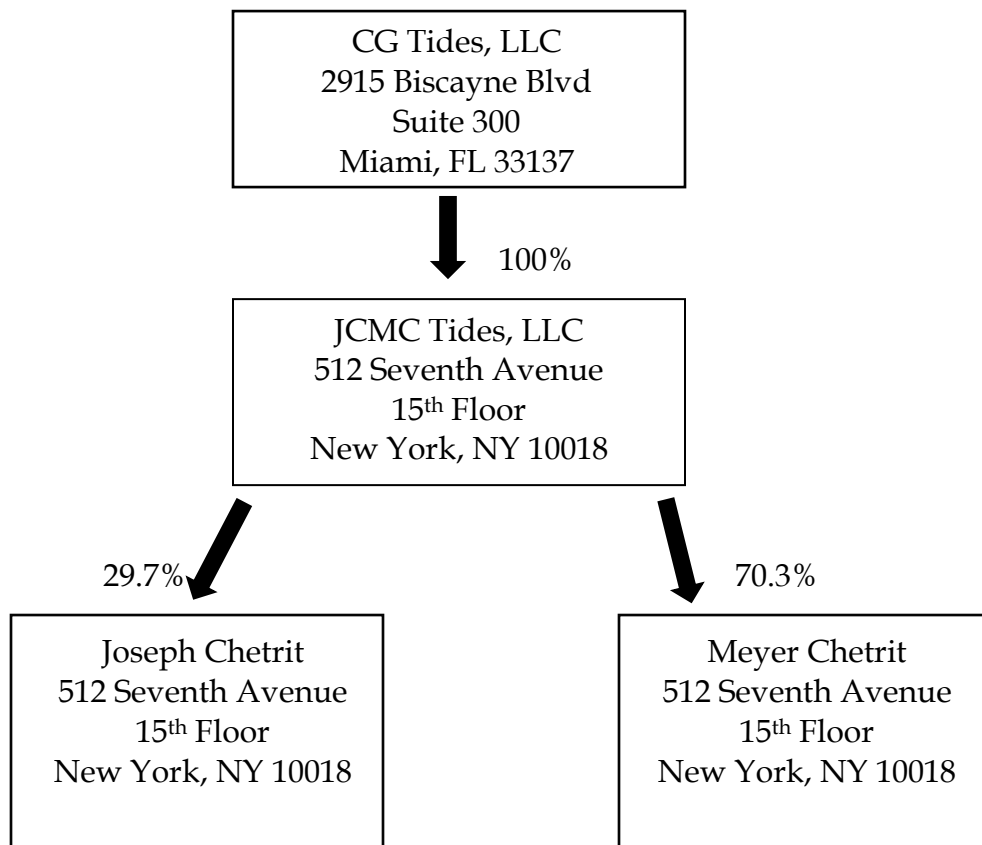
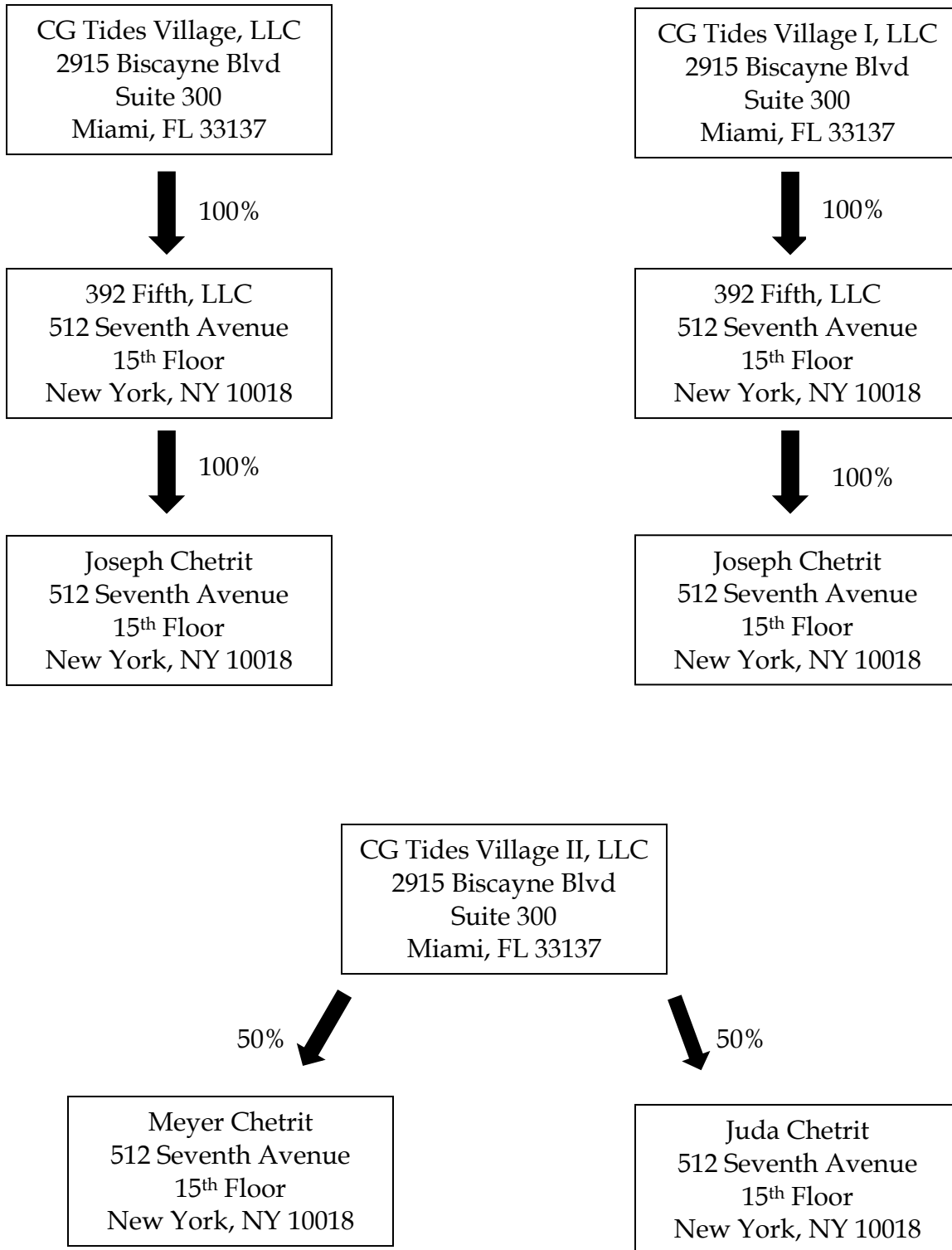


Exhibit B
Disclosure of Interest

1201, 1221 & 1225 Collins Avenue





BERCOW RADELL & FERNANDEZ
ZONING, LAND USE AND ENVIRONMENTAL LAW

DIRECT LINE: (305) 377-6236
E-Mail: MAmster@BRZoningLaw.com

VIA ELECTRONIC SUBMITTAL

February 28, 2017

Thomas Mooney, Director
Planning Department
City of Miami Beach
1700 Convention Center Drive, 2nd Floor
Miami Beach, Florida 33139

Re: HPB File No. 7303 - Modification of Approved Order for a Certificate of Appropriateness for the Tides Hotel Located at 1220 Ocean Drive & 1201-1225 Collins Avenue, Miami Beach, Florida - Letter of Intent

Dear Tom:

This firm represents CG Tides, LLC ("Applicant"), the owner of the Tides Hotel located at 1220 Ocean Drive and CG Tides Village LLC, CG Tides Village I LLC and CG Tides Village II LLC, the owners of 1201, 1221 & 1225 Collins Avenue (collectively the ("Property")). This letter serves as the required letter of intent for modification of an approved order issued on April 10, 2012. See Historic Preservation Board (HPB) Order attached. The HPB approved a Certificate of Appropriateness (COA) for construction of an elevated and covered pedestrian bridge spanning the alley behind the Tides Hotel and connecting to the building at 1221 Collins Avenue. The Applicant also obtained approval of an Easement for Air Rights for the bridge from the City Commission. See attached Resolution and Easement Agreement. The Applicant proposes to replace the approved glass railings for the bridge and the associated walkway on the second floor pool deck of the Tides Hotel with a complete glass enclosure.

Description of the Property. The Property is located between Ocean Drive on the east and Collins Avenue on the west, and north of 12th Street, with Ocean Court in the middle. The Property is located in the MXE Zoning District, the Ocean Drive/Collins Avenue Local Historic District and the National Register Architectural District.

At the east side and mid-block on Ocean Drive, the Property contains the historic Tides Hotel, a 9-story hotel designed by L. Murray Dixon and built in 1936. At the west side, the Property contains three parcels that are being redeveloped as the Tides Village. The Tides Village is a hotel project that combines the preservation of portions of two historic buildings (the 3-story Molbar Building designed by Henry Hohausser and constructed in 1939 and the 2-story Splendor Building designed by M.J. Nadel and R.M. Norden and built in 1936) with new construction that will connect to the Tides Hotel via the pedestrian bridge and walkway. Construction of Tides Village is nearing completion.

Description of Modification. The Applicant proposes to modify the previously approved bridge by replacing the glass railings with a glass enclosure. All other aspects, such as the layout, height and width of the bridge and walkway, remain as originally approved. Since obtaining the previous approval in 2012, the Applicant has identified a need to protect patrons from weather and elements while in the walkway and crossing the bridge. The proposed glass enclosure will provide the needed protection with minimal alterations to the previously approved plans. In addition, the proposed glass walls are aesthetically similar to the previously approved glass railings so this minor change will not have any substantial effect on the approved order.

As previously stated, the Applicant proposes only minimal demolition of a non-original pool deck structure and rear parapet wall in order to install the bridge, which will also have an extended covering on the pool deck to the rear of the Tides Building to protect guests from inclement weather. Except for these changes, no other changes will be made to the Tides or Tides Village.

The bridge will be approximately 7' wide and span the 20' right-of-way of Ocean Court, which functions as a service alley. The bridge will hardly be visible from surrounding rights-of-way as it is located well over 100' north of 12th Street and surrounded by the buildings on the block. To protect guests from rain and wind, the Applicant is only requesting to enclose the bridge with glass walls.

Conclusion. The project adds to the allure and functionality of the Tides Hotel by connecting it to the previously approved hotel development at the Molbar and Splendor Buildings, which is nearing completion. This minor alteration to the previously approved order will allow Applicant to provide the necessary protection for patrons. The pedestrian bridge is both functional and elegantly designed, and will complement the architecture of the surrounding buildings. We look forward to your

Thomas Mooney, Director
February 28, 2017
Page 3

favorable recommendation. If you have any questions or comments, please call me at (305) 377-6236.

Sincerely,

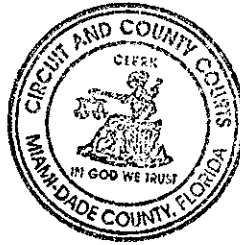


Matthew Amster

Attachments

cc: Michael W. Larkin, Esq.

HISTORIC PRESERVATION BOARD
City of Miami Beach, Florida



MEETING DATE: April 10, 2012

FILE NO: 7303

PROPERTY: 1220 Ocean Drive & 1201-1225 Collins Avenue – Tides Hotel

LEGAL: Lots 6 & 7 of "Ocean Beach Addition No. 2", According to the Plat Thereof, as Recorded in Plat Book 2, Page 56, of the Public Records of Miami-Dade County, Florida.

IN RE: The Application for a Certificate of Appropriateness for the partial demolition of the existing Tides Hotel at the pool deck level, and the construction of a new elevated pedestrian bridge spanning the alley, Ocean Court, and connecting to a previously approved project located at 1201-1225 Collins Avenue.

ORDER

The applicant, CG Tides, LLC., filed an application with the City of Miami Beach Planning Department for a Certificate of Appropriateness.

The City of Miami Beach Historic Preservation 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. The subject structure is classified as 'Contributing' (Historic) in the Miami Beach Historic Properties Database and is located within the Ocean Drive/Collins Avenue Local Historic District and National Register Architectural District.
- 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 consistent with the Certificate of Appropriateness Criteria in Section 118-564(a)(1) of the Miami Beach Code, is consistent with the Certificate of Appropriateness Criteria in Section 118-564(a)(2) of the Miami Beach Code, is consistent with the Certificate of Appropriateness Criteria in Section 118-564(a)(3) of the Miami Beach Code, and is not consistent with Certificate of Appropriateness for Demolition Criteria '6' in Section 118-564(f)(4) of the Miami Beach Code.
- C. The project would be consistent with the criteria and requirements of section 118-564 if the following conditions are met:

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 of Planning Director or Designee)

(Date)

Personally known to me or Produced (ID):

Notary Public, State of Florida at Large

Printed Name:

My Commission Expires: (Seal)

TERESA MARIA

MY COMMISSION # DD 926148

EXPIRES: December 2, 2013

Bonded Thru Budget Notary Services

This document contains



[Handwritten signature]

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 bridge shall be straight and oriented perpendicular to the adjacent properties, subject to the review and approval of staff.
 - b. With the exception of required structural members, the railings shall be open above a height of forty-two (42") inches above the finished walkway, subject to the review and approval of staff.
 - c. Glass railings, a maximum of forty-two (42") inches high shall be used in place of the proposed mesh railings, in a manner to be reviewed and approved by staff.
 - d. The north and south edges of the roof and floor slabs shall be tapered to minimize the visual impact of the roof, in a manner to be reviewed and approved by staff.
 - e. The roof canopy shall be solid, subject to the review and approval of staff.
 - f. All required lighting, sprinkler heads, supply lines, electrical and conduits in the bridge shall be contained within the roof slab and flush with the ceiling, in a manner to be reviewed and approved by staff.
 - g. The applicant shall work with the Public Works Department and the Fire Department to ensure that all Public Works and Fire Department requirements are fully satisfied.
 - h. City Commission review and approval shall be required to construct the walkway above the Ocean Court public right-of-way prior to the issuance of a Building Permit.
 - i. 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, 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. All exterior walkways and driveways shall consist of decorative pavers, set in sand or other equally semi-pervious material, subject to the review and approval of staff.
 - b. 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.



- c. The utilization of root barriers and/or structural soil, as applicable, shall be clearly delineated on the revised landscape plan.
 - d. The applicant shall verify, prior to the issuance of a Building Permit, the exact location of all backflow prevention devices. Backflow prevention devices shall not be permitted within any required yard or any area fronting a street or sidewalk, unless otherwise permitted by the Land Development Regulations. The location of all backflow prevention devices, and how they are screened 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. The fire department shall require a post-indicator valve (PIV) visible and accessible from the street.
 - e. The applicant shall verify, prior to the issuance of a Building Permit, the exact location of all post-indicator valves (PIV), fire department connections (FDC) and all other related devices and fixtures, which shall be clearly indicated on the site and landscape plans, and shall be subject to the review and approval of staff.
 - f. 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.
 - g. Prior to the issuance of a Certificate of Occupancy, the Landscape Architect for 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, individual letters and shall require a separate permit.
 - 4. The final exterior surface color scheme, including color samples, shall be subject to the review and approval of staff and shall require a separate permit.
 - 5. An historic analysis of the existing structure, inclusive of a photographic and written description of the history and evolution of the original building on site, shall be submitted to and approved by staff, prior to the issuance of a Building Permit; such historic analysis shall be displayed prominently within the public area of the structure, in a location to be determined by staff.
 - 6. All new and altered elements, spaces and areas shall meet the requirements of the Florida Accessibility Code (FAC).
 - 7. The project shall comply with any landscaping or other sidewalk/street improvement standards as may be prescribed by a relevant Urban Design Master Plan approved prior to the completion of the project and the issuance of a Certificate of Occupancy.



8. 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.
9. The Final Order shall be recorded in the Public Records of Miami-Dade County, prior to the issuance of a Building Permit.
10. 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.
11. The conditions of approval herein are binding on the applicant, the property's owners, operators, and all successors in interest and assigns.
12. 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 amended by the Board, that the Certificate of Appropriateness is GRANTED for the above-referenced project subject to those certain conditions specified in paragraph C of the Findings of Fact (Condition Nos. 1-12, inclusive) hereof, to which the applicant has agreed.

PROVIDED, the applicant shall build substantially in accordance with the plans approved by the Historic Preservation Board, as determined by staff, entitled "Tides Pedestrian Bridge", as prepared by Karp Architecture Interior Design & Planning, dated February 2012.

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. 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 a Certificate of Appropriateness 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

TB

Page 5 of 5
HPB File No. 7303
Meeting Date: April 10, 2012

STATE OF FLORIDA, COUNTY OF DADE
I HEREBY CERTIFY that this is a true copy of the
original filed in this office on 14 day of
June, A.D. 2013
WITNESS my hand and Official Seal.
HARVEY RUBIN, CLERK of Circuit and County Courts
By: [Signature] D.C.



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 Certificate of Appropriateness was granted, the Certificate of Appropriateness will expire and become null and void. If the Full Building Permit for the project 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 Certificate of Appropriateness will expire and become null and void.

In accordance with Section 118-561 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. Failure to comply with this Order shall subject the Certificate of Appropriateness to Section 118-564, City Code, for revocation or modification of the Certificate of Appropriateness.

Dated this 20th day of April, 2012

HISTORIC PRESERVATION 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 20th day of April, 2012 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:
Legal Department: [Signature] (4-19-2012)

Filed with the Clerk of the Historic Preservation Board on 4-20-2012 (RC)

[Signature]

RESOLUTION NO. 2012-28003

A RESOLUTION OF THE MAYOR AND THE CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK, SUBJECT TO FINAL REVIEW BY THE CITY ATTORNEY'S OFFICE AND PUBLIC WORKS DEPARTMENT, TO EXECUTE A GRANT OF EASEMENT FOR AIR RIGHTS WITH CG TIDES, LLC, CG TIDES VILLAGE, LLC, AND CG TIDES VILLAGE I, LLC, FOR A PROPOSED ELEVATED PEDESTRIAN BRIDGE SPANNING THE 20-FOOT PUBLIC RIGHT-OF-WAY OF OCEAN COURT (AT A WIDTH OF 9'1", WITH A MINIMUM VERTICAL HEIGHT OF 16 FEET ABOVE OCEAN COURT).

WHEREAS, CG Tides, LLC, CG Tides Village, LLC, and CG Tides Village I, LLC, (collectively, Grantee) are the owners of the 8-story Tides Hotel at 1220 Ocean Drive; a surface parking lot at 1201 Collins Avenue; the 3-story Molbar Building at 1221 Collins Avenue; and the 2-story Splendor Building at 1225 Collins Avenue (collectively, the Properties); and

WHEREAS, Grantee received approval from the City's Historic Preservation Board (HPB), pursuant to HPB Order No. 5477, to redevelop the Properties; and

WHEREAS, Grantee wishes to unify the Properties by installing an elevated pedestrian bridge across the Ocean Court right-of-way, located at the second level of the Tides Hotel, to connect to the second level of the rear of an approved addition to the Molbar Building; and

WHEREAS, the pedestrian bridge is proposed to be 16 feet above ground-level, with a width of 9 feet 1 inch (9'1"); and

WHEREAS, at its regular meeting on April 10, 2012, the HPB, pursuant to HPB Order No. 7303, approved the proposed pedestrian bridge; and

WHEREAS, the request to construct, operate, and maintain the pedestrian bridge over the Ocean Court right-of-way was initially submitted to the City by Grantee as a request for a Revocable Permit; and

WHEREAS, at the June 6, 2012 City Commission Meeting, the City Commission considered the Grantee's request, but determined that, due to the semi-permanent nature of the structure, it would be more appropriate to consider the request as a grant of an air rights easement by the City (i.e. granting Grantee an easement for ingress, egress, transport, use, installation, maintenance, and repair over the Ocean Court right-of-way for the pedestrian bridge); and

WHEREAS, at the same Commission Meeting, this matter was also referred to the Land Use and Development Committee; and

WHEREAS, in addition to consideration of the grant of easement for the pedestrian bridge, the City Commission also requested that the Committee develop administrative policies and procedures for future grants by the City of similar aerial, as well as subsurface, easements involving the long term use/occupancy of public property (i.e., for purposes other than installing and/or maintaining utilities); and

WHEREAS, at its June 13, 2012 meeting, the Land Use and Development Committee recommended that the City Commission set a public hearing to consider the granting of an easement for air rights, based on the Grantee's request; and

WHEREAS, at its July 18, 2012 meeting, the City Commission approved Resolution No. 2012-27950, setting a public hearing to consider Grantee's request; and


WHEREAS, City staff was also directed to obtain an appraisal of the proposed easement area; the appraised value is \$75,000, and shall be paid by Grantee concurrent with its execution of the Grant of Easement for Air Rights Agreement; and

WHEREAS, following a public hearing on September 12, 2012 to hear public comment on Grantee's easement request, the City Administration would recommend that the Mayor and City Commission approve and authorize the Mayor and City Clerk to execute the Grant of Easement for Air Rights with Grantor, subject to final review of the Agreement by the City Attorney's Office and Public Works Department prior to execution.

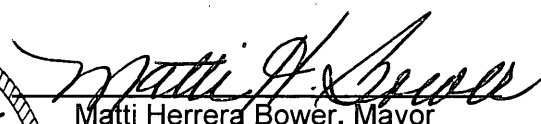
NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby approve and authorize the Mayor and City Clerk, subject to final review by the City Attorney's Office and Public Works Department, to execute a Grant of Easement for Air Rights with CG Tides, LLC, CG Tides Village, LLC, and CG Tides Village I, LLC, for a proposed elevated pedestrian bridge spanning the 20-foot public right-of-way of Ocean Court (at a width of 9'1" with a minimum vertical height of 16 feet above Ocean Court).

PASSED and ADOPTED this 12th day of September, 2012.

ATTEST:



Rafael Granado, City Clerk



Matti Herrera Bower, Mayor

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney

Date

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION



City Attorney

9/10/12

Date

Condensed Title:

A Resolution Of The Mayor And The City Commission Of The City Of Miami Beach, Florida, Approving And Authorizing The Mayor And City Clerk To Execute A Grant Of Easement For Air Rights With CG Tides, LLC, CG Tides Village, LLC, And CG Tides Village I, LLC For A Proposed Elevated, Pedestrian Bridge Spanning The 20-Foot Public Right-Of-Way Of Ocean Court (At A Width Of 9'1" With A Minimum Vertical Height Of 16 Feet Above Ocean Court).

Key Intended Outcome Supported:

Maintain Miami Beach public areas and Right-of-Ways Citywide

Supporting Data (Surveys, Environmental Scan, etc.): N/A

Issue:

Shall the Mayor and the City Commission approve the Resolution?

Item Summary/Recommendation:**PUBLIC HEARING**

CG Tides, LLC, CG Tides Village, LLC, and CG Tides Village I, LLC (Applicants) are owners of Tides Hotel at 1220 Ocean Drive, a surface parking lot at 1201 Collins Avenue, the Molbar Building at 1221 Collins Avenue, and the Splendor Building at 1225 Collins Avenue (Properties).

The Applicants received HPB approval (pursuant to HPB Order No. 5477) to redevelop the Collins Avenue properties and now wish to unify all the Properties with an elevated, pedestrian bridge across Ocean Court at the second level of the Tides Hotel to connect to the second level of the Molbar Building. The bridge is proposed to cross the 20-foot width of Ocean Court at a minimum vertical elevation of 16 feet above the surface grade. At its regular April 10, 2012 meeting, the HPB (pursuant to HPB Order No. 7303) approved the proposed elevated, pedestrian bridge to connect the Properties.

The item was referred to the Land Use Committee and the Finance and Citywide Projects Committee for policy direction. At the June 13, 2012 Land Use Committee meeting, it was determined that an easement was the more appropriate instrument for allowing an aerial bridge across City right-of-way and that the Commission should set a public hearing to execute a grant of easement.

At the June 28, Finance and Citywide Projects Committee, it was recommended to use the fee simple methodology for valuation of this easement with flexibility to adjust the valuation when appropriate, based on recommendations from the City appraiser.

At the July 18, 2012 City Commission meeting, pursuant to Resolution No. 2012-27950, the Commission set a public hearing for the September 12, 2012 Commission meeting.

Staff has reviewed the appropriateness of the facility pursuant to the criteria established under Section 82-38 of the City Code for the proposed sale or lease of City property. The City has determined that the criteria are satisfied. If approved, this agreement will be executed upon payment by Applicant, in the appraised value of \$75,000.

THE ADMINISTRATION RECOMMENDS THAT THE CITY COMMISSION EXECUTE THE GRANT OF EASEMENT.

Advisory Board Recommendation:

Approval by HPB, LUDC, and FCWPC

Financial Information:

Source of Funds:	Amount	Account	Approved
1			
2			
OBPI	Total		

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

FHB/RWS, Public Works 6565

Sign-Offs:

Department Director	Assistant City Manager	City Manager
FHB <i>[Signature]</i>	JGG <i>[Signature]</i>	KGB <i>[Signature]</i>

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MIAMI BEACH

AGENDA ITEM R7E
DATE 9-12-12



MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor Matti Herrera Bower and Members of the City Commission
FROM: Kathie G. Brooks, Interim City Manager *KGB* **PUBLIC HEARING**
DATE: September 12, 2012

SUBJECT: **A RESOLUTION OF THE MAYOR AND THE CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A GRANT OF EASEMENT FOR AIR RIGHTS WITH CG TIDES, LLC, CG TIDES VILLAGE, LLC, AND CG TIDES VILLAGE I, LLC FOR A PROPOSED ELEVATED, PEDESTRIAN BRIDGE SPANNING THE 20-FOOT PUBLIC RIGHT-OF-WAY OF OCEAN COURT (AT A WIDTH OF 9'1" WITH A MINIMUM VERTICAL HEIGHT OF 16 FEET ABOVE OCEAN COURT).**

ADMINISTRATION RECOMMENDATION

The Administration recommends that the City Commission execute the grant of easement.

BACKGROUND

CG Tides, LLC, CG Tides Village, LLC, and CG Tides Village I, LLC (Applicants) are owners of the 8-story Tides Hotel at 1220 Ocean Drive, a surface parking lot at 1201 Collins Avenue, the 3-story Molbar Building at 1221 Collins Avenue, and the 2-story Splendor Building at 1225 Collins Avenue (Properties).

The Properties are located in the MXE Zoning District, the Ocean Drive/Collins Avenue Local Historic District, and the National Register Architectural District. All three buildings: the Tides Hotel designed by L. Murray Dixon and built in 1936, the Molbar designed by Henry Hohauser and constructed in 1939, and the Splendor designed by M.J. Nadel and R.M. Norden and built in 1936, are contributing historic structures, which require review and approval by the Historic Preservation Board (HPB) for any re-development.

The Applicants had previously received HPB approval (pursuant to HPB Order No. 5477) to redevelop the Collins Avenue properties, to be known as the Tides Village. The Applicants now wish to unify all the Properties, and have the main entry through the grand façade and lobby of the Tides Hotel on Ocean Drive. To achieve this, the Applicants proposed an elevated, pedestrian bridge (Attachment A) across Ocean Court at the second level of the Tides Hotel, to connect to the second level of the rear of an approved addition to the Molbar Building. The bridge is proposed to cross the entire 20-foot width of the City-owned right-of-way at Ocean Court, at a minimum vertical elevation of 16 feet above the surface grade (Attachment B). At its

regular April 10, 2012 meeting, the HPB (pursuant to HPB Order No. 7303) approved the proposed elevated, pedestrian bridge to connect the Properties.

Following submittal of an application for a Revocable Permit to the Public Works Department, on May 9, 2012, the City Commission approved Resolution No. 2012-27900 setting a public hearing for the June 6, 2012 Commission Meeting to consider the proposed Revocable Permit, as required pursuant to City Code Section 82-93. However, at the public hearing, this issue was referred to the Land Use Committee and the Finance and Citywide Projects Committee for policy direction.

At the June 13, 2012 Land Use Committee meeting, it was determined that:

1. An easement was the more appropriate instrument for allowing an aerial bridge across the City right-of-way.
2. The value of the easement should be determined via an appraisal conducted for the City and paid for by the Applicants.
3. The Commission should set a public hearing to consider granting the easement.

At the June 28, Finance and Citywide Projects Committee, it was recommended to use the fee simple methodology for valuation of this easement with flexibility to adjust the valuation when appropriate, based on recommendations from the City appraiser. An appraisal prepared by Waronker & Rosen, Inc., on June 27, 2012, estimates the value of the easement to be \$75,000.

At the July 18, 2012 City Commission meeting, pursuant to Resolution No. 2012-27950, the Commission set a public hearing for the September 12, 2012 Commission meeting.

ANALYSIS

The City Code does not provide expressly for procedure for omitting easements. Therefore, although not required, but provided herein for the purpose of giving the City Commission guidance as to the appropriateness of Applicant's request, staff has reviewed the proposed grant of easement for the pedestrian bridge, pursuant to the criteria established under Section 82-38 of the City Code, for the proposed sale or lease of City property.

- 1) Whether or not the proposed use is in keeping with city goals and objectives and conforms to the city's comprehensive plan.

Satisfied. The proposed use of the adjacent properties is consistent with the future land use category description contained in the Comprehensive Plan.

- 2) The impact on adjacent properties (if any), including the potential positive or negative impacts such as diminution of open space, increased traffic, noise level, enhanced property values, improved development patterns and provision of necessary services. Based on the proposed use of the property, the city shall determine the potential impact of the project on city utilities and other infrastructure needs and the magnitude of costs associated with needed infrastructure improvements. Should it become apparent that further evaluation of traffic impact is needed, the purchaser/lessee shall be responsible for obtaining and paying for a traffic impact analysis from a reputable traffic engineer.

Satisfied. The Applicants own the properties on either side of the proposed easement, and the easement should enhance the property values. There will not be any impact on City utilities, which are below ground. Other above ground utilities will be relocated as part of the development. The elevation and narrow width (9'1") of the bridge provides unimpeded access in the event the City or any utility company may need to access any below ground easement. The easement is above Ocean Court, so there will not be any traffic impacts.

- 3) A determination as to whether or not the proposed use involves a public purpose, or is in keeping with the community's needs, such as expanding the city's revenue base, reducing city costs, creating jobs, creating a significant revenue stream, and/or improving the community's overall quality of life.

Satisfied. The Applicants have agreed to pay the City \$75,000, which is the fee simple valuation appraisal prepared by Waronker & Rosen on behalf of the City. Further, granting the permit will enhance the security of the neighborhood by facilitating the unification of the Tides Hotel and Tides Village with safe and appropriate access. The bridge will remove unnecessary foot traffic and luggage handling activity from the City's sidewalks and not impede vehicular access along Ocean Court. The covered bridge will also provide shade and protection from the elements.

- 4) A determination as to whether or not the proposed use is in keeping with the surrounding neighborhood, will block views or create other environmental intrusions, and evaluation of the design and aesthetic considerations of the proposed development or project.

Satisfied. At its regular April 10, 2012 meeting, the HPB (pursuant to HPB Order No. 7303) determined that this use is in keeping with the surrounding neighborhood and approved the proposed elevated, pedestrian bridge to connect the Properties.

- 5) The impact on adjacent properties, whether or not there is adequate parking, street and infrastructure needs.

Satisfied. There will not be any adverse impacts to adjacent properties other than those owned by the Applicants.

- 6) Such other issues as the city manager or his authorized designee, who shall be the city's planning director, may deem appropriate in analysis of the proposed disposition.

Satisfied. This proposed aerial easement was referred to the Land Use and Development Committee and the Finance and Citywide Project Committee for policy direction. At those meetings, it was determined that the consideration for granting this easement should be heard at a public hearing and that the Applicants should pay the assessed value of the easement. The Waronker and Rosen Inc. firm has prepared an appraisal of the aerial easement, and estimates its value at \$75,000.

As this application was originally referred as a Revocable Permit, staff also reviewed the appropriateness of the proposed pedestrian bridge, pursuant to the criteria established under Section 82-94 of the City Code for the granting/denying of revocable permits. (Again, while not required, the analysis below is provided as further guidance to the Commission in considering the proposed requests):

- 1) That the applicant's need is substantial.

Satisfied. Granting the permit will enhance the security of the neighborhood by facilitating the unification of the Tides Hotel and Tides Village with safe and appropriate access. The bridge will remove unnecessary foot traffic and luggage handling activity from the City's sidewalks and not impede vehicular access along Ocean Court. The covered bridge will also provide shade and protection from the elements..

- 2) That the applicant holds the title to an abutting property.

Satisfied. The applicant is the Fee Simple Owner of the properties located at 1220 Ocean Drive and 1201, 1221 and 1225 Collins Avenue and the properties are adjacent to Ocean Court.

- 3) That the proposed improvements comply with applicable codes, ordinances, regulations, and neighborhoods plans and laws.

Satisfied. The proposed elevated pedestrian bridge will be constructed in accordance with the relevant sections of the Code of the City of Miami Beach and the Florida Building Code, including proper elevation for service emergency vehicles.

- 4) That grant of such application will have no adverse effect on governmental/utility easements and uses on the property.

Satisfied. The bridge does not impact any governmental use of the property as it is elevated 16' above ground-level. Above ground utilities will be relocated as part of the development. The elevation and narrow width (9'1") of the bridge provides unimpeded access in the event the City or any utility company may need to access any below ground easement.

- 5) Alternatively:

- a. That an unnecessary hardship exists that deprives the applicant of reasonable use of the land, structure or building for which the Revocable Permit is sought arising out of special circumstances and conditions that exist, and were not self-created, and are peculiar to the land, structures or buildings in the same zoning district, and the grant of the application is the minimum that will allow reasonable use of the land, structures, or building.
- b. That the grant of revocable permit will enhance the neighborhood and/or community by such amenities as, for example, enhanced landscaping, improved drainage, improved lighting and improved security.

Satisfied. The Applicants have agreed to help fund the construction of a "green" alley adjacent to their properties that will improve the appearance and drainage of Ocean Court. Further, granting the permit will enhance the security of the neighborhood by facilitating the unification of the Tides Hotel and Tides Village with safe and appropriate access. The bridge will remove unnecessary foot traffic and luggage handling activity from the City's sidewalks and not impede vehicular access along Ocean Court. The covered bridge will also provide shade and protection from the elements.

- 6) That granting the revocable permit requested will not confer on the applicant any special privilege that is denied to other owner of land, structures, or building subject to similar conditions.

Satisfied. The safety and security of guests of any property requires appropriate measures, especially at commercial establishments such as hotels. Granting the permit provides the means for the applicant to ensure the safety of the hotel guests traveling between the hotel buildings. Granting the permit will not confer any special privilege on the applicant that would otherwise be denied to others similarly situated in the same zoning district.

- 7) That granting the revocable permit will be in harmony with the general intent and purpose of Article III of the City Code, and that such revocable permit will not be injurious to surrounding properties, the neighborhood, or otherwise detrimental to the public welfare.

Satisfied. The elevated bridge will comply with all Code regulations and maintain the present service uses along Ocean Court while ensuring the safety of hotel guests and all users of the City rights-of-way. As such, it will neither be injurious to the surrounding properties nor detrimental to the public welfare.

The Administration and Applicant have negotiated a Grant of Easement for Air Rights (Attachment C). If approved, this agreement will be executed upon payment by Applicant, in the appraised value of \$75,000.

CONCLUSION

The Administration recommends that the Mayor and City Commission authorize the Mayor and City Clerk to execute a Grant of Easement for Air Rights with CG Tides, LLC, CG Tides Village, LLC, and CG Tides Village I, LLC for a proposed elevated, pedestrian bridge spanning the 20-foot public right-of-way of Ocean Court (at a width of 9'1" with a minimum vertical height of 16 feet above ocean court).

Attachments:

- A- Rendering of proposed bridge
- B- Sketch and Legal description of the encroachment
- C- Draft Easement Agreement

KGB/JGG/FHB/JJF/RWS/DEF

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TIDES PEDESTRIAN BRIDGE
1220 OCEAN DR, 1201-1225 COLLINS AVE

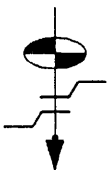
ALLEY VIEW

ST
NORTH

- - C - - DENOTES CENTER LINE
 - R/W - DENOTES RIGHT OF WAY LINE
 P.B. DENOTES PLAT BOOK
 PG. DENOTES PAGE
 P.O.C. DENOTES POINT OF COMMENCEMENT
 P.O.B. DENOTES POINT OF BEGINNING

P.O.C.
S.E. CORNER
LOT 9 BLOCK 17
(P.B. 2 - PG. 56)

SHEET 1 OF 2 SHEETS



REVISIONS

FAX No. (954)438-3288
PREPARED UNDER MY SUPERVISION

MARK STEVEN JOHNSON, SEC'Y. & TREAS.
FLORIDA PROFESSIONAL LAND SURVEYOR No. 4775

LEGAL DESCRIPTION TO ACCOMPANY SKETCHTIDES BRIDGE CONNECTION

A PORTION OF 20 FOOT PUBLIC ALLEY (OCEAN COURT), OCEAN BEACH, FLA, ADDITION NO. 2, BLOCK 17, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2 AT PAGE 56 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCE AT THE SOUTHEAST CORNER OF LOT 9, BLOCK 17, OCEAN BEACH, FLA, ADDITION NO. 2, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2 AT PAGE 56 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE NORTH 00 DEGREES 00 MINUTES 35 SECONDS EAST, ALONG THE EAST LINE OF LOTS 9 THROUGH 11 OF BLOCK 17 OF SAID PLAT OF OCEAN BEACH, FLA, ADDITION NO. 2, FOR 139.39 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00 DEGREES 00 MINUTES 35 SECONDS EAST FOR 9.08 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 25 SECONDS EAST FOR 20.00 FEET TO THE WEST LINE OF LOT 6 OF BLOCK 17 OF SAID PLAT OF OCEAN BEACH, FLA, ADDITION NO. 2; THENCE SOUTH 00 DEGREES 00 MINUTES 35 SECONDS WEST, ALONG SAID LINE FOR 9.08 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 25 SECONDS WEST FOR 20.00 FEET TO THE POINT OF BEGINNING. SAID BRIDGE CONNECTION LYING BETWEEN THE HORIZONTAL PLANE OF ELEVATION OF 22.75 FEET AND ELEVATION 33.25 FEET NATIONAL GEODETIC VERTICAL DATUM 1929. SAID AREA CONTAINING 181.6 SQUARE FEET.

LYING AND BEING IN SECTION 34, TOWNSHIP 53 SOUTH, RANGE 42 EAST, CITY OF MIAMI BEACH, MIAMI- DADE COUNTY, FLORIDA.

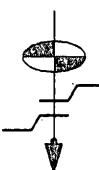
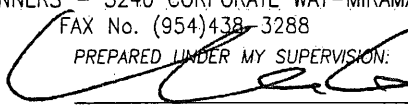
NORTH

1) BEARINGS SHOWN HEREON REFER TO AN ASSUMED BEARING OF NORTH 00 DEGREES 00 MINUTES 35 SECONDS EAST ALONG THE EAST LINE OF LOTS 9 THROUGH 11 OF BLOCK 17 OF SAID PLAT OF OCEAN BEACH, FLA, ADDITION NO. 2.

2) ORDERED BY: BERCOV RADÉLL & FERNANDEZ, P.A.

3) AUTHENTIC COPIES OF THIS SKETCH AND LEGAL DESCRIPTION MUST BEAR THE EMBOSSED SEAL OF THE ATTESTING PROFESSIONAL LAND SURVEYOR.

SHEET 2 OF 2 SHEETS

	<i>Schwabke-Shiskin & Associates, Inc.</i> LAND SURVEYORS-ENGINEERS-LAND PLANNERS - 3240 CORPORATE WAY-MIRAMAR, FL 33025 PHONE No. (954) 435-7010 FAX No. (954) 438-3288		REVISIONS
	ORDER NO. <u>199849</u> DATE: <u>APRIL 27, 2012</u> THIS IS NOT A "BOUNDARY SURVEY" CERTIFICATE OF AUTHORIZATION No. LB-87	PREPARED UNDER MY SUPERVISION:  MARK STEVEN JOHNSON, SEC'Y. & TREAS. FLORIDA PROFESSIONAL LAND SURVEYOR No. 4775	

ATTACHMENT C
(TO BE SUBMITTED AS SUPPLEMENTAL)



This Instrument Was Prepared By,
and After Recording, Return To:

Gary M. Held, Esquire
City Attorney's Office
1700 Convention Center Dr., 4th Floor
Miami Beach, FL 33139

GRANT OF EASEMENT FOR AIR RIGHTS

This Grant of Easement for Air Rights (the "Easement" or the "Agreement") is made and entered into as of the _____ day of _____, 2012, by the CITY OF MIAMI BEACH ("City"), a municipal corporation duly organized and existing under the laws of the State of Florida, having an address at 1700 Convention Center Drive, Miami Beach, Florida 33139 ("Grantor"), in favor of CG TIDES, LLC, a Florida Limited Liability Company, having an address at 3200 Stirling Road, Hollywood, Florida 33021; CG TIDES VILLAGE, LLC, a Florida Limited Liability Company, having an address at 3200 Stirling Road, Hollywood, Florida 33021; and CG TIDES VILLAGE I, LLC, a Florida Limited Liability Company, having an address at 3200 Stirling Road, Hollywood, Florida 33021 (collectively "Grantee").

RECITALS

A. Grantee is the fee owner of the Tides Hotel (1220 Ocean Drive) and the Tides Village (1201, 1221 and 1225 Collins Avenue) and the real property on which they are located, which real property is legally described on Exhibit "A" attached hereto and made a part hereof (the "Hotel Property").

B. The right-of-way of Ocean Court located between the Tides Hotel and the Tides Village as legally described in Exhibit "B" attached hereto and made a part hereof, was dedicated by plat to Grantor as a public right of way; this dedication also includes the air rights over the Ocean Court right-of-way (hereinafter, the air rights over the Ocean Court right of way are hereinafter referred to as the "Easement Area").

C. At its regular meeting on _____, the City's Historic Preservation Board (HPB), pursuant to HPB Order No. _____, attached hereto and made a part hereof as Exhibit "C", approved the installation by Grantee of an elevated pedestrian bridge located 16 feet above the surface of the Ocean Court right of way (that is, within the Easement Area), for the purpose of connecting the second floor levels of the Tides Hotel and the Tides Village (the "Pedestrian Bridge").

D. Grantor has agreed to grant an easement to Grantee for the sole purpose of ingress, egress, transport, installation, maintenance, and repair across, over and through the Easement Area, as may be required by Grantee in connection with its operation and use of the Pedestrian Bridge.

E. Grantee shall bear any and all costs of installation, maintenance, utilities, replacements, repairs, taxes, insurance and any and all other costs and expenses involved in its operation and use of the Pedestrian Bridge (the "Operating Costs").

F. As additional consideration for this grant of Easement, Grantee shall also pay a one-time contribution to Grantor, in the amount of seventy five thousand and 00/100 dollars (\$75,000), to be used by Grantor toward the designed construction of a "Green Alley" (as hereinafter defined) for the portion of Ocean Court from the north side of 12th Street to the northern boundary of the Tides Hotel.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The above recitals are true and correct and by this reference are incorporated as if fully set forth herein.

2. Easement. Grantor hereby grants to Grantee, for the use and benefit of Grantee, its successors and assigns and its agents, employees and invitees, an easement over, across, and through the Easement Area solely for ingress, egress, transport, use, installation, operation, maintenance, replacement, and repair of the Pedestrian Bridge. Hereafter, unless specified to the contrary, use of the term "Pedestrian Bridge" shall include the electrical and utility connections and associated equipment for proper operation of the Pedestrian Bridge, including lighting and fire sprinkler systems. The surface of the Ocean Court right of way, up to a height of 16 feet, will at all times remain unobstructed for its continued use by Grantor and the public as a dedicated public right of way (which uses shall include, without limitation, pedestrian and vehicular activity). Grantee shall exercise its easement rights hereunder without interfering with the continued use of the Ocean Court right of way by Grantor and/or the public as a dedicated public right of way.

3. Green Alley Contribution. As further consideration and inducement for Grantor's grant of this Easement, Grantee shall pay to Grantor, concurrent with its execution of this Agreement, a one-time contribution, in the amount of \$75,000. Said contribution shall be used by Grantor, in its sole and reasonable discretion and as it deems necessary, toward the designed construction of a "green alley" for the portion of Ocean Court from the north side of 12th Street, to the northern boundary of the Tides Hotel property ("Green Alley"). Grantor shall be solely responsible for, and shall have sole discretion to determine the means, manner, and methods of design and construction of the Green Alley.

4. Maintenance. Grantee agrees to install, use, operate, maintain, repair and replace the Pedestrian Bridge, or necessary portions thereof, so that same is at all times in good working order and condition and free of material defects, subject only to occasional interruption of service due to (i) ordinary wear and tear and use thereof; (ii) routine or extraordinary maintenance, repair or replacement; or (iii) events beyond Grantee's reasonable control. Grantee shall have the right to select the contractor(s) of its choice in connection with all aspects of installation, maintenance, repair, and replacement of the Pedestrian Bridge; provided, however, that all agreements with such contractor(s) shall be bona-fide, arms-length agreements for services at usual and customary rates and shall be subject to the prior approval of Grantor, which approval shall not be unreasonably withheld. After completion of any work by Grantee, Grantee shall, at its sole cost and expense, immediately restore the roadway surface of the Ocean Court right of way to the condition in which it existed immediately prior to the performance of such work (the cost of which shall be included

in Operating Costs).

The Grantor may maintain, repair and replace necessary portions of the surface of the Ocean Court right of way and/or utilities and other easements on, above or below the right of way, as it deems necessary, in its sole and reasonable discretion. In the event that the Pedestrian Bridge is damaged during any such maintenance, repair or replacement, the Grantor shall work with the Grantee to make all necessary repairs to the Pedestrian Bridge at Grantor's sole expense. Grantee shall use best efforts to: (a) avoid causing any damage to or unreasonable interference with the Ocean Court right of way; and (b) minimize any disruption or inconvenience to Grantor and the public in their use of Ocean Court as a dedicated public right of way.

5. Payment Covenants. Grantee as the sole user of the Pedestrian Bridge shall be responsible for any and all Operating Costs of the Pedestrian Bridge. Grantor shall be responsible for any costs associated with damage to the Pedestrian Bridge resulting from Grantor's maintenance, repair or replacement of portions of the Ocean Court right of way or utilities or other easements in the right of way.

6. Term. The term of this Easement shall be perpetual unless terminated by the parties in a writing executed by both. This Easement shall not merge with any deed to the Hotel Property or any part thereof but shall survive for the term (Term) described herein.

7. Successors and Assigns. This Agreement shall bind, and the benefit thereof shall inure to the respective successors and assigns of the parties hereto.

8. Limitation. It is the intention of the parties hereto that this Agreement shall be limited to and utilized for the purposes expressed herein and only for the benefit of the persons and properties named herein. The roadway surface of the Easement Area shall continue to be used for appropriate pedestrian and vehicular activity, except as necessary during times of installation, maintenance, repair or replacement of the Pedestrian Bridge by Grantee, or maintenance, repair or replacement of the surface of the Easement Area or utilities or other easements in the Easement Area by Grantor.

9. Indemnification.

A. Grantee shall indemnify and hold harmless Grantor, its officers and employees, from any costs, liabilities, claims, losses, and damages (including, without limitation, reasonable attorneys' fees and disbursements at the trial level and all levels of appeal), whether suit is instituted or not, relating to death of or injury to persons, or loss of or damage to property, resulting from, arising out of, or incurred in connection with the existence and use of the easement and the easement area by Grantee, and/or its officials, employees, contractors, and agents; and including, but not limited to, any violation by the Grantee, and/or its officials, employees, contractors, and agents, of any laws, rules, regulations or ordinances regarding hazardous materials, hazardous wastes, hazardous substances, solid waste, or pollution, whether now existing or hereafter enacted or promulgated, as they may be amended from time to time ("Environmental Laws"); any presence, release, or threat of release of hazardous materials, hazardous wastes, hazardous substances, solid waste or pollution at, upon, under, from or within the easement area by Grantee, and/or its officials, employees, contractors, and agents; the failure of Grantee, and/or its officials, employees, contractors, and agents, to duly perform any obligations or actions required to be taken under any Environmental Laws (including, without limitation, the imposition by any

governmental authority of any lien or so-called "super priority lien" upon the easement area); any clean-up costs; liability for personal injury or property damage or damage to the environment; and any fines, penalties, and punitive damages, or any fines or assessments incurred by or claimed against Grantor and arising out of the failure of Grantee, and/or its officials, employees, contractors, and agents, to comply with Environmental Laws in connection with the use of the easement and the easement area by Grantee, and/or its officials, employees, contractors, and agents.

B. Grantee shall also, as part of the indemnification provided to Grantor pursuant to this Section 9, defend any and all claims asserted against Grantor resulting from, arising out of, or incurred in connection with the existence and/or use of the Easement and the Easement Area by Grantee, and/or its officials, employees, contractors, and agents. Grantee shall be entitled to select counsel of Grantee's choice to defend the claim; provided, however, that such counsel shall first be approved by Grantor's City Attorney, which approval shall not be unreasonably conditioned, withheld, or delayed; and, provided further, that the Grantor shall be permitted, at its cost and expense, to retain independent counsel to monitor the claim proceeding. The duty to defend set forth in this subsection shall be severable and independent from the indemnity obligations otherwise set forth in this Section 9, to the extent that if any other provisions and/or subsections of this Section 9 are deemed invalid and/or unenforceable, this duty to defend provision shall remain in full force and effect.

C. Notwithstanding anything contained in Section 9 to the contrary, Grantee shall not be obligated or liable to Grantor, or any third parties, for any costs, liabilities, expenses, losses, claims or damages, with respect to third party claims resulting from the gross negligence, recklessness or willful misconduct of Grantor or its officials, employees, contractors, and agents.

D. The indemnity and defense obligations set forth in this Section 9 including, without limitation, the provisions of its subsections, shall survive the expiration of the Term or any termination of this Easement regarding any and all costs, liabilities, claims, losses, and damages (including, without limitation, reasonable attorneys' fees and disbursements at the trial level and all levels of appeal), whether suit is instituted or not, relating to death of or injury to persons, or loss of or damage to property, resulting from, arising out of, or incurred in connection with the existence and use of the Easement and the Easement Area by Grantee and/or its officials, employees, contractors, and/or agents.

10. Default.

A. Default by Grantee. In the event of a default by Grantee in the maintenance, operation or repair of the Pedestrian Bridge, Grantor shall give written notice to Grantee, specifying the nature of such default. Grantee shall have a period ten (10) days following receipt of said notice in which to remedy the default (or such longer time as may be necessary and reasonable, provided Grantee shall have commenced a cure within said 10-day period and is diligently and continuously prosecuting same); failing which Grantor shall have the right to enter upon the Easement Area, for the limited purpose of effecting the required repair or maintenance of the Pedestrian Bridge. Notwithstanding the foregoing, if the default is of such a nature that an emergency situation arises constituting an unsafe or unsanitary condition, the period for cure of such default shall be accelerated to be a period of time which is reasonable in light of the nature of the emergency. All costs incident to curing a default by Grantee under this subsection A shall be

the sole responsibility and obligation of, and accordingly, shall be borne by, the Grantee.

B. Default by Grantor. In the event of a default by Grantor in the repair of the Pedestrian Bridge resulting from damage caused by Grantor to the Pedestrian Bridge pursuant to Grantor's activities under Section 3 hereof, Grantee shall give written notice to Grantor, specifying the nature of such default. Grantor shall have a period often (10) days following receipt of said notice in which to remedy the default (or such longer time as may be necessary and reasonable, provided Grantor shall have commenced a cure within said 10-day period and is diligently prosecuting same), failing which Grantee shall have the right to effectuate the required repair of the Pedestrian Bridge. Notwithstanding the foregoing, if the default is of such a nature that an emergency situation arises constituting an unsafe or unsanitary condition, the period for cure of such default shall be accelerated to be a period of time which is reasonable in light of the nature of the emergency. All costs incident to repair of the Pedestrian Bridge shall be borne by the Grantor.

11. Enforcement. In the event it becomes necessary for any party to defend or institute legal proceedings as a result of the material failure of either party to comply with the terms, covenants and conditions of this Agreement, the prevailing party in such litigation shall recover from the other party all costs and expenses incurred or expended in connection therewith, including, without limitation, reasonable attorneys' fees and costs, at all levels.

12. Venue; Jurisdiction. This Agreement shall be governed and construed in all respects in accordance with the laws of the State of Florida, without regard to its conflict of laws provisions. Further, all parties hereto agree to avail themselves of and submit to the personal jurisdiction of the Courts of the State of Florida in Miami-Dade County.

13. Interpretation. No provision of this Agreement will be interpreted in favor of, or against, any of the parties hereto by reason of the extent to which any such party or its counsel participated in the drafting thereof or by reason of the extent to which any such provision is inconsistent with any prior draft hereof or thereof.

14. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute a single document.

15. Notices. All notices, demands, requests or other communications required or permitted to be given hereunder shall be deemed delivered and received upon actual receipt or refusal to receive same, and shall be made by United States certified or registered mail, return receipt requested or by hand delivery, and shall be addressed to the respective parties at the addresses set forth in the preamble to this Agreement.

16. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto relating in any manner to the subject matter of this Agreement. No prior agreement or understanding pertaining to same shall be valid or of any force or effect, and the covenants and agreements herein contained cannot be altered, changed or supplemented except in writing and signed by the parties hereto.

17. Severability. If any clause or provision of this Agreement is deemed illegal, invalid or unenforceable under present or future laws effective during the term hereof, then the validity of the remainder of this Agreement shall not be affected thereby and shall be legal, valid and enforceable.

IN WITNESS WHEREOF, the parties hereto have duly executed this Grant of Easement as of the date and year first set forth above.

Signed, sealed and delivered
in the presence of:

GRANTOR:
CITY OF MIAMI BEACH, a Florida
municipal corporation

Print Name _____

By: _____
Name: _____
Title: _____

Print Name _____

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

The foregoing instrument was acknowledged before me this _____ day of _____, 2012, by _____, as _____ of the City of Miami Beach, a Florida municipal corporation on behalf of such municipal corporation, who is personally known to me or has produced a _____ driver's license as identification.

Print or Stamp Name:
Notary Public, State of Florida at Large
Commission No.:
My Commission Expires:

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney

Date

IN WITNESS WHEREOF, the parties hereto have duly executed this Grant of Easement as of the date and year first set forth above.

Signed, sealed and delivered
in the presence of:

GRANTEE:
CG TIDES, LLC,
a Florida Limited Liability Company

Print Name _____

By: _____
Name: _____
Title: _____

Print Name _____

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

The foregoing instrument was acknowledged before me this _____ day of _____, 2012, by _____, as _____ of CG Tides, LLC, a Florida Limited Liability Company on behalf of such corporation, who is personally known to me or has produced a _____ driver's license as identification.

Print or Stamp Name:
Notary Public, State of Florida at Large
Commission No.:
My Commission Expires:

9-10-12

IN WITNESS WHEREOF, the parties hereto have duly executed this Grant of Easement as of the date and year first set forth above.

Signed, sealed and delivered
in the presence of:

GRANTEE:
CG TIDES VILLAGE, LLC,
a Florida Limited Liability Company

Print Name _____

By: _____
Name: _____
Title: _____

Print Name _____

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

The foregoing instrument was acknowledged before me this _____ day of _____, 2012, by _____, as _____ of CG Tides Village, LLC, a Florida Limited Liability Company on behalf of such corporation, who is personally known to me or has produced a _____ driver's license as identification.

Print or Stamp Name:
Notary Public, State of Florida at Large
Commission No.:
My Commission Expires:

IN WITNESS WHEREOF, the parties hereto have duly executed this Grant of Easement as of the date and year first set forth above.

Signed, sealed and delivered
in the presence of:

GRANTEE:
CG TIDES VILLAGE I, LLC,
a Florida Limited Liability Company

Print Name _____

By: _____
Name: _____
Title: _____

Print Name _____

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

The foregoing instrument was acknowledged before me this _____ day of _____, 2012, by _____, as _____ of CG Tides Village I, LLC, a Florida Limited Liability Company on behalf of such corporation, who is personally known to me or has produced a _____ driver's license as identification,

Print or Stamp Name:
Notary Public, State of Florida at Large
Commission No.:
My Commission Expires:

EXHIBIT "A"
Hotel Property

EXHIBIT "B"
Easement Area

MIAMIBEACH

CITY OF MIAMI BEACH

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY given that a public hearing will be held by the City Commission of the City of Miami Beach, in the Commission Chambers, 3rd Floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida, on **Wednesday, September 12, 2012 at 10:55 A.M.**, To Consider Granting An Aerial Easement Agreement With CG Tides, LLC, CG Tides Village, LLC, CG Tides Village I, LLC And CG Tides Village II, LLC, As The Owners Of The Properties Located At 1220 Ocean Drive And 1201, 1221 And 1225 Collins Avenue, For A Proposed Elevated, Covered Pedestrian Bridge That Spans The 20-Foot Public Right-Of-Way Of Ocean Court At A Width Of 9'1" With A Minimum Vertical Height Of 16 Feet Above Ocean Court.

Inquiries may be directed to the Public Works Department at (305) 673-7080.

INTERESTED PARTIES are invited to appear at this meeting, or be represented by an agent, or to express their views in writing addressed to the City Commission, c/o the City Clerk, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. Copies of this item are available for public inspection during normal business hours in the City Clerk's Office, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. This meeting may be continued, and under such circumstances additional legal notice will not be provided.

Rafael E. Granado, City Clerk
City of Miami Beach

Pursuant to Section 286.0105, Fla. Stat., the City hereby advises the public that: if a person decides to appeal any decision made by the City Commission with respect to any matter considered at its meeting or its hearing, such person must ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law.

To request this material in accessible format, sign language interpreters, information on access for persons with disabilities, and/or any accommodation to review any document or participate in any City-sponsored proceeding, please contact us five days in advance at (305) 673-7411(voice) or TTY users may also call the Florida Relay Service at 711.

Ad #729

MIAMIBEACH

CITY OF MIAMI BEACH

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY given that a public hearing will be held by the City Commission of the City of Miami Beach, in the Commission Chambers, 3rd Floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida, on **Wednesday, September 12, 2012 at 10:45 A.M.**, To Consider Granting An Easement To Collins 3300, LLC And 3420 Collins Avenue, LLC, Owners Of The Properties Located At 3301 Indian Creek Drive, 3400 Collins Avenue And 3420 Collins Avenue, For A Proposed Subsurface Parking Garage, That Spans The Entire Width Of The 50-Foot Public Right-Of-Way Of 34th Street For A Length Of Approximately 93 Feet, Pursuant To The Procedures And Standards Recommended By The Land Use And Development Committee, And Finance And Citywide Projects Committee.

Inquiries may be directed to the Public Works Department at (305) 673-7080.

INTERESTED PARTIES are invited to appear at this meeting, or be represented by an agent, or to express their views in writing addressed to the City Commission, c/o the City Clerk, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. Copies of this item are available for public inspection during normal business hours in the City Clerk's Office, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. This meeting may be continued, and under such circumstances additional legal notice will not be provided.

Rafael E. Granado, City Clerk
City of Miami Beach

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To request this material in accessible format, sign language interpreters, information on access for persons with disabilities, and/or any accommodation to review any document or participate in any City-sponsored proceeding, please contact us five days in advance at (305) 673-7411(voice) or TTY users may also call the Florida Relay Service at 711.

Ad #728



CFN 2015R0193869
OR Bk 29551 Pgs 3802 - 3822 (21)
RECORDED 03/25/2015 12:55:15
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

This Instrument Was Prepared By,
and After Recording, Return To:

Eve Boutsis, Esquire
City Attorney's Office
1700 Convention Center Dr., 4th Floor
Miami Beach, FL 33139

GRANT OF EASEMENT FOR AIR RIGHTS

This Grant of Easement for Air Rights (the Easement" or the "Agreement") is made and entered into as of the 24 day of March, 2015, by the CITY OF MIAMI BEACH ("City" or "Grantor"), a municipal corporation duly organized and existing under the laws of the State of Florida, having an address at 1700 Convention Center Drive, Miami Beach, Florida 33139, in favor of CG TIDES, LLC, a Florida Limited Liability Company, having an address at 2915 Biscayne Boulevard, Suite 300, Miami, Florida 33137; CG TIDES VILLAGE, LLC, a Florida Limited Liability Company, having an address at 2915 Biscayne Boulevard, Suite 300, Miami, Florida 33137; CG TIDES VILLAGE I, LLC, a Florida Limited Liability Company, having an address at 2915 Biscayne Boulevard, Suite 300, Miami, Florida 33137; and CG TIDES VILLAGE II, LLC, a Florida Limited Liability Company, having an address at 2915 Biscayne Boulevard, Suite 300, Miami, Florida 33137 (collectively "Grantee").

RECITALS

A. Grantee is the fee owner of the Tides Hotel (1220 Ocean Drive) and the Tides Village (1201, 1221 and 1225 Collins Avenue) and the real property on which they are located, which real property is legally described on Exhibit "A" attached hereto and made a part hereof (the "Hotel Property").

B. The right-of-way of Ocean Court located between the Tides Hotel and the Tides Village as legally described in Exhibit "B" attached hereto and made a part hereof, was dedicated by plat to Grantor as a public right of way; this dedication also includes the air rights over the Ocean Court right-of-way (hereinafter, the air rights over the Ocean Court right of way are hereinafter referred to as the "Easement Area").

C. At its regular meeting on April 10, 2012, the City's Historic Preservation Board (HPB), pursuant to HPB Order No. 7303, attached hereto and made a part hereof as Exhibit "C", approved the installation by Grantee of an elevated pedestrian bridge, 20 feet in length, 9' 1" in width and located a minimum of 16 feet above the surface of the Ocean Court right of way (that is, within the Easement Area), for the purpose of connecting the second floor levels of the Tides Hotel and the Tides Village (the "Pedestrian Bridge"), which bridge shall service the Hotel Property. The Pedestrian Bridge shall not impeded vehicular access through

Grant of Easement for Air Rights
Tides Pedestrian Bridge

Ocean Court (up to the height of 16 feet above the surface of Ocean Court).

D. Grantor has agreed to grant an easement to Grantee for the sole purpose of ingress, egress, transport, installation, maintenance, and repair across, over and through the Easement Area, as may be required by Grantee in connection with its operation and use of the Pedestrian Bridge.

E. Grantee shall bear any and all costs of installation, maintenance, utilities, replacements, repairs, taxes, insurance and any and all other costs and expenses, including any necessary relocation or undergrounding of existing utilities in conflict with the Pedestrian Bridge, involved in its installation, operation and use of the Pedestrian Bridge (herein after defined as "Operating Costs").

F. As additional consideration for this grant of Easement, Grantee shall contribute two hundred fifty thousand and 00/100 dollars (\$250,000), in three payments as further described below, to be used by Grantor towards a "Green Alley" fund (as hereinafter defined) which fund is a benefit to the general public in creating a public greenspace and amenity. The location of the Green Alley shall be selected at the discretion of the City Commission.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The above recitals are true and correct and by this reference are incorporated as if fully set forth herein.

2. Easement. Grantor hereby grants to Grantee, for the use and benefit of Grantee, its successors and assigns and its agents, employees and invitees, an easement over, across, and through the Easement Area solely for ingress, egress, transport, use, installation, operation, maintenance, replacement, and repair of the Pedestrian Bridge. Hereafter, unless specified to the contrary, use of the term "Pedestrian Bridge" shall include the electrical and utility connections and associated equipment for proper operation of the Pedestrian Bridge, including lighting and fire sprinkler systems. The surface of the Ocean Court right of way subject to the Easement Area, up to a height of 16 feet, will at all times remain unobstructed for its continued use by Grantor and the public as a dedicated public right of way (which uses shall include, without limitation, pedestrian and vehicular activity). Grantee shall exercise its easement rights hereunder without interfering with the continued use of the Ocean Court right of way by Grantor and/or the public as a dedicated public right of way, including vehicular access up to a height of 16 feet above the surface of Ocean Court.

3. Green Alley Contribution. As further consideration and inducement for Grantor's grant of this Easement, Grantee shall pay to Grantor a contribution in the amount of \$250,000, to be paid in three installments as follows: (1) \$75,000 upon execution of this Agreement; (2) \$87,500 within 12 months of execution of this Agreement; and (3) \$87,500 within 30 months of

Grant of Easement for Air Rights
Tides Pedestrian Bridge

execution of this Agreement or upon obtaining the Certificate of Occupancy for the Pedestrian Bridge, whichever occurs first. Said contribution shall be used by Grantor, in its sole and reasonable discretion and as it deems necessary, toward the designed construction of a Green Alley. Grantor shall be solely responsible for, and shall have sole discretion to determine the means, manner, and methods of design, construction and location of the Green Alley.

4. Maintenance. Grantee agrees to install, use, operate, maintain, repair and replace the Pedestrian Bridge, or necessary portions thereof, so that same is at all times in good working order and condition and free of material defects, subject only to occasional interruption of service due to (i) ordinary wear and tear and use thereof; (ii) routine or extraordinary maintenance, repair or replacement; or (iii) events beyond Grantee's reasonable control. Grantee shall have the right to select the contractor(s) of its choice in connection with all aspects of installation, maintenance, repair, and replacement of the Pedestrian Bridge; provided, however, that all agreements with such contractor(s) shall be bona-fide, arms-length agreements for services at usual and customary rates and shall be subject to the prior approval of Grantor, which approval shall not be unreasonably withheld. After completion of any work by Grantee, Grantee shall, at its sole cost and expense, immediately, with due diligence, restore the roadway surface of the Ocean Court right of way to the condition in which it existed immediately prior to the performance of such work (the cost of which shall be included in Operating Costs).

Grantee shall bear any and all costs of installation, maintenance, utilities, replacements, repairs, taxes, insurance and any and all other costs and expenses, including any necessary relocation or undergrounding of existing utilities in conflict with the Pedestrian Bridge, involved in Grantee's sole cost of installing, operating and using the Pedestrian Bridge (the "Operating Costs").

The Grantor may maintain, repair and replace necessary portions of the surface of the Ocean Court right of way and/or utilities and other easements on, above or below the right of way, as it deems necessary, in its sole and reasonable discretion. In the event that the Pedestrian Bridge is damaged during any such maintenance, repair or replacement, the Grantor shall work with the Grantee to make all necessary repairs to the Pedestrian Bridge at Grantor's sole expense. Grantee shall use best efforts to: (a) avoid causing any damage to or unreasonable interference with the Ocean Court right of way and Easement Area; and (b) minimize any disruption or inconvenience to Grantor and the public in their use of Ocean Court as a dedicated public right of way.

5. Payment Covenants. Grantee as the sole user of the Pedestrian Bridge shall be responsible for any and all Operating Costs of the Pedestrian Bridge. Grantor shall be responsible for any costs associated with damage to the Pedestrian Bridge resulting from Grantor's maintenance, repair or replacement of portions of the Ocean Court right of way or utilities or other easements in the right of way.

6. Term. The term of this Easement shall be perpetual unless terminated by the parties in a writing executed by both. This Easement shall not merge with any deed to the Hotel

Grant of Easement for Air Rights
Tides Pedestrian Bridge

Property or any part thereof but shall survive for the term (Term) described herein.

7. Successors and Assigns. This Agreement shall bind, and the benefit thereof shall inure to the respective successors and assigns of the parties hereto.

8. Limitation. It is the intention of the parties hereto that this Agreement shall be limited to and utilized for the purposes expressed herein and only for the benefit of the persons and properties named herein. The roadway surface of the Easement Area shall continue to be used for appropriate pedestrian and vehicular activity, except as necessary during times of installation, maintenance, repair or replacement of the Pedestrian Bridge by Grantee, or maintenance, repair or replacement of the surface of the Easement Area or Grantor's maintenance, repair or replacement of utilities or other easements in the Easement Area by Grantor. Grantor shall not be responsible for the actions of Third-Parties not contracted by Grantor who may cause damage to the Pedestrian Bridge.

9. Indemnification.

A. Grantee shall indemnify and hold harmless Grantor, its officers and employees, from any costs, liabilities, claims, losses, and damages (including, without limitation, reasonable attorneys' fees and disbursements at the trial level and all levels of appeal), whether suit is instituted or not, relating to death of or injury to persons, or loss of or damage to property, resulting from, arising out of, or incurred in connection with the existence and use of the easement and the easement area by Grantee, and/or its officials employees, contractors, and agents; and including, but not limited to, any violation by the Grantee, and/or its officials, employees, contractors, and agents, of any laws, rules, regulations or ordinances regarding hazardous materials, hazardous wastes, hazardous substances, solid waste, or pollution, whether now existing or hereafter enacted or promulgated, as they may be amended from time to time ("Environmental Laws"); any presence, release, or threat of release of hazardous materials, hazardous wastes, hazardous substances, solid waste or pollution at, upon, under, from or within the easement area by Grantee, and/or its officials, employees, contractors; and agents; the failure of Grantee, and/or its officials, employees, contractors, and agents, to duly perform any obligations or actions required to be taken under any Environmental Laws (including, without limitation, the imposition by any governmental authority of any lien or so-called "super priority lien" upon the easement area); any clean-up costs; liability for personal injury or property damage or damage to the environment; and any fines, penalties, and punitive damages, or any fines or assessments incurred by or claimed against Grantor and arising out of the failure of Grantee, and/or its officials, employees, contractors, and agents, to comply with Environmental Laws in connection with the use of the easement and the easement area by Grantee, and/or its officials, employees, contractors, and agents.

B. Grantee shall also, as part of the indemnification provided to Grantor pursuant to this Section 9, defend any and all claims asserted against Grantor resulting from, arising out of, or incurred in connection with the existence and/or use of the Easement and the Easement Area by Grantee, and/or its officials, employees, contractors, and agents. Grantee shall be entitled to

Grant of Easement for Air Rights
Tides Pedestrian Bridge

select counsel of Grantee's choice to defend the claim; provided, however, that such counsel shall first be approved by Grantor's City Attorney, which approval shall not be unreasonably conditioned, withheld, or delayed; and, provided further, that the Grantor shall be permitted, at its cost and expense, to retain independent counsel to monitor the claim proceeding. The duty to defend set forth in this subsection shall be severable and independent from the indemnity obligations otherwise set forth in this Section 9, to the extent that if any other provisions and/or subsections of this Section 9 are deemed invalid and/or unenforceable, this duty to defend provision shall remain in full force and effect.

C. Notwithstanding anything contained in Section 9 to the contrary, Grantee shall not be obligated or liable to Grantor, or any third parties, for any costs, liabilities, expenses, losses, claims or damages, with respect to third party claims resulting from the gross negligence, recklessness or willful misconduct of Grantor or its officials, employees, contractors, and agents.

D. The indemnity and defense obligations set forth in this Section 9 including, without limitation, the provisions of its subsections, shall survive the expiration of the Term or any termination of this Easement regarding any and all costs, liabilities, claims, losses, and damages (including, without limitation, reasonable attorneys' fees and disbursements at the trial level and all levels of appeal), whether suit is instituted or not, relating to death of or injury to persons, or loss of or damage to property, resulting from, arising out of, or incurred in connection with the existence and use of the Easement and the Easement Area by Grantee and/or its officials, employees, contractors, and/or agents. For purposes of example only and without limiting the generality of the foregoing, costs, liabilities, claims, losses and/or damages which are unknown or unaccrued as of the date of the expiration of the Term or other Termination of the easement could include but not be limited to, latent construction defects and/or environmental remediation claims.

10. Default.

A. Default by Grantee. In the event of a default by Grantee in the maintenance, operation or repair of the Pedestrian Bridge, Grantor shall give written notice to Grantee, specifying the nature of such default. Grantee shall have a period ten (10) days following receipt of said notice in which to remedy the default (or such longer time as may be necessary and reasonable, provided Grantee shall have commenced a cure within said 10-day period and is diligently and continuously prosecuting same); failing which Grantor shall have the right to enter upon the Easement Area, for the limited purpose of effecting the required repair or maintenance of the Pedestrian Bridge. Notwithstanding the foregoing, if the default is of such a nature that an emergency situation arises constituting an unsafe or unsanitary condition, the period for cure of such default shall be accelerated to be a period of time which is reasonable in light of the nature of the emergency. All costs incident to curing a default by Grantee under this subsection A shall be the sole responsibility and obligation of, and accordingly, shall be borne by, the Grantee.

Grant of Easement for Air Rights
Tides Pedestrian Bridge

B. Default by Grantor. In the event of a default by Grantor in the repair of the Pedestrian Bridge resulting from damage caused by Grantor to the Pedestrian Bridge pursuant to Grantor's activities under Section 4 hereof, Grantee shall give written notice to Grantor, specifying the nature of such default. Grantor shall have a period often (10) days following receipt of said notice in which to remedy the default (or such longer time as may be necessary and reasonable, provided Grantor shall have commenced a cure within said 10-day period and is diligently prosecuting same), failing which Grantee shall have the right to effectuate the required repair of the Pedestrian Bridge. Notwithstanding the foregoing, if the default is of such a nature that an emergency situation arises constituting an unsafe or unsanitary condition, the period for cure of such default shall be accelerated to be a period of time which is reasonable in light of the nature of the emergency. All costs incident to repair of the Pedestrian Bridge shall be borne by the Grantor.

11. Enforcement. In the event it becomes necessary for any party to defend or institute legal proceedings as a result of the material failure of either party to comply with the terms, covenants and conditions of this Agreement, the prevailing party in such litigation shall recover from the other party all costs and expenses incurred or expended in connection therewith, including, without limitation, reasonable attorneys' fees and costs, at all levels.

12. Venue; Jurisdiction. This Agreement shall be governed and construed in all respects in accordance with the laws of the State of Florida, without regard to its conflict of law's provisions. Further, all parties hereto agree to avail themselves of and submit to the personal jurisdiction of the Courts of the State of Florida in Miami-Dade County.

13. Interpretation. No provision of this Agreement will be interpreted in favor of, or against, any of the parties hereto by reason of the extent to which any such party or its counsel participated in the drafting thereof or by reason of the extent to which any such provision is inconsistent with any prior draft hereof or thereof.

14. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute a single document.

15. Notices. All notices, demands, requests or other communications required or permitted to be given hereunder shall be deemed delivered and received upon actual receipt or refusal to receive same, and shall be made by United States certified or registered mail, return receipt requested or by hand delivery, and shall be addressed to the respective parties at the addresses set forth in the preamble to this Agreement.

16. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto relating in any manner to the subject matter of this Agreement. No prior agreement or understanding pertaining to same shall be valid or of any force or effect, and the covenants and agreements herein contained cannot be altered, -changed or supplemented except in writing and signed by the parties hereto.

Grant of Easement for Air Rights
Tides Pedestrian Bridge

17. Severability. If any clause or provision of this Agreement is deemed illegal, invalid or unenforceable under present or future laws effective during the term hereof, then the validity of the remainder of this Agreement shall not be affected thereby and shall be legal, valid and enforceable.

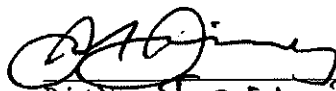
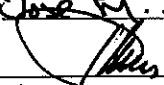
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Grant of Easement for Air Rights
Tides Pedestrian Bridge

IN WITNESS WHEREOF, the parties hereto have duly executed this Grant of Easement as of the date and year first set forth above.

Signed, sealed and delivered
in the presence of:

GRANTOR:
CITY OF MIAMI BEACH, a Florida
municipal corporation


Print Name José M. Jimenez

Print Name MARIANO N. FERNANDEZ


By: 
Name: Jimmy Morales
Title: City Manager

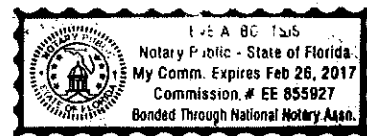
STATE OF FLORIDA)
)SS:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 24th day of March, 2015, by Jimmy Morales, as City Manager of the City of Miami Beach, a Florida municipal corporation on behalf of such municipal corporation, who is personally known to me or has produced a _____ driver's license as identification.

Print or Stamp Name:
Notary Public, State of Florida at Large
Commission No.:
My Commission Expires:

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION


City Attorney 3/5/15
Date



Grant of Easement for Air Rights Tides Pedestrian Bridge

IN WITNESS WHEREOF, the parties hereto have duly executed this Grant of Easement as of the date and year first set forth above.

Signed, sealed and delivered
in the presence of:

GRANTEE:
CG TIDES, LLC, a Florida limited liability company

By: JCMC Tides, LLC, a New York
limited liability company, its Manager

By: _____
Name: Joseph Chetani
Title: Member

Print Name: Sandra Figueroa

STATE OF NEW YORK
COUNTY OF QUEENS

The foregoing instrument was acknowledged before me this 12 day of March, 2016, by Joseph Chetrit, as member of JCMC Tides LLC, a New York limited liability company, who executed the foregoing document on behalf of such _____. He personally appeared before me, is personally known to me or produced _____ as identification.

[NOTARIAL SEAL]

My commission expires: 4/24/15

Notary: Luis Hatter Sanchez
Print Name: Luis Hatter Sanchez
Notary Public, State of New York

LOIS HUTTER SANCHEZ
Notary Public, State of New York
No. 01HU5042516
Qualified in Queens County
Commission Expires April 24, 2015

<https://www2.miami-dadeclerk.com/Public-Records/PrintDocument.aspx?QS=YaoUfOzxry...> 1/5/2017

Grant of Easement for Air Rights
Tides Pedestrian Bridge

IN WITNESS WHEREOF, the parties hereto have duly executed this Grant of Easement as of the date and year first set forth above.

Signed, sealed and delivered
In the presence of:

GRANTEE:
CG TIDES VILLAGE I, LLC, a Florida
limited liability company

Print
Name:

Quana Lora

Print
Name:

Sandra Figueroa

By: 392 Fifth, LLC, a New York limited
liability company, its Managing
Member

By:

Name:

Title:

Joseph Chetrit
Member

STATE OF New York
COUNTY OF Queens

The foregoing instrument was acknowledged before me this 12 day of March, 2015, by Joseph Chetrit, as Member of 392 Fifth LLC, a New York limited liability company, who executed the foregoing document on behalf of such 392 Fifth LLC. He personally appeared before me, is personally known to me or produced as identification.

[NOTARIAL SEAL]

My commission expires: 4/24/15

Notary:

Print Name:

Notary Public, State of

Lois Hutter Sanchez
New York

LOIS HUTTER SANCHEZ
Notary Public, State of New York
No. 01HUS042518
Qualified in Queens County
Commission Expires April 24, 2015

Grant of Easement for Air Rights
Tides Pedestrian Bridge

IN WITNESS WHEREOF, the parties hereto have duly executed this Grant of Easement as of the date and year first set forth above.

Signed, sealed and delivered
in the presence of:

GRANTEE:
CG TIDES VILLAGE II, LLC, a Florida
limited liability company

Print

Name:

Print

Name:

STATE OF

COUNTY OF

The foregoing instrument was acknowledged before me this 12 day of March, 2015, by Joseph Chetrit, as member of CG Tides Village II LLC, a Florida limited liability company, who executed the foregoing document on behalf of such . He personally appeared before me, is personally known to me or produced as identification.

[NOTARIAL SEAL]

My commission expires: 4/24/15

Notary:

Print Name:

Notary Public, State of

LOIS HUTTER SANCHEZ
Notary Public, State of New York
No. 01HU5042518
Qualified in Queens County
Commission Expires April 24, 2015

Grant of Easement for Air Rights
Tides Pedestrian Bridge

JOINDER BY MORTGAGEE

The undersigned, being the owner and holder of that certain Mortgage and Security Agreement (the "Mortgage") given by CG Tides LLC, CG Tides Village LLC, CG Tides Village I LLC, CG Tides Village II LLC, 1155 Collins LLC and CG 1155 Collins LLC, each a Florida limited liability company, in favor of Ocean Bank, a Florida banking corporation, dated as of October 29, 2014, and recorded in Official Records Book 29369, at Pages 3295 - 3321, in the Public Records of Miami-Dade County, Florida, covering all or a portion of the property described in the foregoing Grant of Easement For Air Rights, hereby acknowledges and agrees that the lien and effect of the Mortgage shall be subject and subordinate to the terms of said Grant of Easement for Air Rights.

IN WITNESS WHEREOF, these presents have been executed this 26 day of FEBRUARY, 20 15.

Signed, sealed and delivered in the presence of these witnesses:

Ocean Bank, a Florida banking corporation

By: Cristina Diaz Balart

Witness: [Signature]
Print Name: Nancy Munera

Name: CRISTINA DIAZ-BALART
Title: VICE PRESIDENT

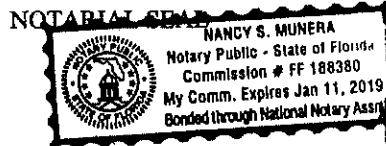
Witness: [Signature]
Print Name: [Signature]

Address: 780 NW 42 AVE
MIAMI FL 33126

STATE OF Florida)

COUNTY OF Miami Dade)

This instrument was acknowledged before me this 26th day of February 20 15 by Cristina Diaz Balart, as Vice President of Ocean Bank, a Florida banking corporation, on behalf of said banking corporation. He/she personally appeared before me, is personally known to me or produced _____ as identification.



Print Name: Nancy Munera
Notary Public, State FF 188380
My commission expires: 01/11/2019

Grant of Easement for Air Rights
Tides Pedestrian Bridge

EXHIBIT A

Legal Description – Hotel Property

Parcel 1:

Lot 9, and the South 40 feet of Lot 10, Block 17, of OCEAN BEACH, ADDITION NO. 2, according to the plat thereof, as recorded in Plat Book 2, at Page 56, of the Public Records of Miami-Dade County, Florida.

Parcel 2:

Lot 11, and the North 10 feet of Lot 10, Block 17, of OCEAN BEACH, ADDITION NO. 2, according to the plat thereof, as recorded in Plat Book 2, at Page 56, of the Public Records of Miami-Dade County, Florida.

Parcel 3:

Lot 12, Block 17, of OCEAN BEACH, ADDITION NO. 2, according to the plat thereof, as recorded in Plat Book 2, at Page 56, of the Public Records of Miami-Dade County, Florida.

Grant of Easement for Air Rights
Tides Pedestrian Bridge

EXHIBIT B

Legal Description – Easement Area

A PORTION OF 20 FOOT PUBLIC ALLEY (OCEAN COURT), OCEAN BEACH, FLA, ADDITION NO. 2, BLOCK 17, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2 AT PAGE 56 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCE AT THE SOUTHEAST CORNER OF LOT 9, BLOCK 17, OCEAN BEACH, FLA, ADDITION NO. 2, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2 AT PAGE 56 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE NORTH 00 DEGREES 00 MINUTES 35 SECONDS EAST, ALONG THE EAST LINE OF LOTS 9 THROUGH 11 OF BLOCK 17 OF SAID PLAT OF OCEAN BEACH, FLA, ADDITION NO. 2, FOR 139.39 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00 DEGREES 00 MINUTES 35 SECONDS EAST FOR 9.08 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 25 SECONDS EAST FOR 20.00 FEET TO THE WEST LINE OF LOT 6 OF BLOCK 17 OF SAID PLAT OF OCEAN BEACH, FLA, ADDITION NO. 2; THENCE SOUTH 00 DEGREES 00 MINUTES 35 SECONDS WEST, ALONG SAID LINE FOR 9.08 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 25 SECONDS WEST FOR 20.00 FEET TO THE POINT OF BEGINNING. SAID BRIDGE CONNECTION EASEMENT LYING BETWEEN THE HORIZONTAL PLANE OF ELEVATION OF 22.75 FEET AND ELEVATION 33.25 FEET NATIONAL GEODETIC VERTICAL DATUM 1929. SAID EASEMENT CONTAINING 181.6 SQUARE FEET.

LYING AND BEING IN SECTION 34, TOWNSHIP 53 SOUTH, RANGE 42 EAST, CITY OF MIAMI BEACH, MIAMI- DADE COUNTY, FLORIDA.

Grant of Easement for Air Rights
Tides Pedestrian Bridge

EXHIBIT C

Historic Preservation Board Order No. 7303

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

CFN 20130475268 OR BK 28679 Pgs 2614 - 2618 (5pgs)
 RECORDED 06/14/2013 11:24:13
 HARVEY RUVIN, CLERK OF COURT, MIAMI-DADE COUNTY, FLORIDA

HISTORIC PRESERVATION BOARD
 City of Miami Beach, Florida

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 of Planning Director or Designee)
 Personally known to me or represented by:

(Signature)
 Notary Public, State of Florida at Large

Printed Name:
 My Commission Expires: (Date)

TERESA MARIA
 MY COMMISSION # DO 828148
 EXPIRES: December 2, 2013
 Bonded thru Budget Notary Services

MEETING DATE: April 10, 2012

FILE NO: 7303

PROPERTY: 1220 Ocean Drive & 1201-1225 Collins Avenue - Tides Hotel

LEGAL: Lots 6 & 7 of "Ocean Beach Addition No. 2", According to the Plat Thereof,
 as Recorded in Plat Book 2, Page 56, of the Public Records of Miami-Dade
 County, Florida.

IN RE: The Application for a Certificate of Appropriateness for the partial
 demolition of the existing Tides Hotel at the pool deck level, and the
 construction of a new elevated pedestrian bridge spanning the alley, Ocean
 Court, and connecting to a previously approved project located at 1201-
 1225 Collins Avenue.

ORDER

The applicant, CG Tides, LLC., filed an application with the City of Miami Beach Planning
 Department for a Certificate of Appropriateness.

The City of Miami Beach Historic Preservation 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. The subject structure is classified as 'Contributing' (Historic) in the Miami Beach Historic
 Properties Database and is located within the Ocean Drive/Collins Avenue Local Historic
 District and National Register Architectural District.
- 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 consistent with the Certificate of Appropriateness
 Criteria in Section 118-564(a)(1) of the Miami Beach Code, is consistent with the Certificate
 of Appropriateness Criteria in Section 118-564(a)(2) of the Miami Beach Code, is consistent
 with the Certificate of Appropriateness Criteria in Section 118-564(a)(3) of the Miami Beach
 Code, and is not consistent with Certificate of Appropriateness for Demolition Criteria '6' in
 Section 118-564(f)(4) of the Miami Beach Code.
- C. The project would be consistent with the criteria and requirements of section 118-564 if the
 following conditions are met:

(Signature)

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Book 29551 / Page 3818 CFN#20150193869

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Meeting Date: April 10, 2012

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 bridge shall be straight and oriented perpendicular to the adjacent properties, subject to the review and approval of staff.
 - b. With the exception of required structural members, the railings shall be open above a height of forty-two (42") inches above the finished walkway, subject to the review and approval of staff.
 - c. Glass railings, a maximum of forty-two (42") inches high shall be used in place of the proposed mesh railings, in a manner to be reviewed and approved by staff.
 - d. The north and south edges of the roof and floor slabs shall be tapered to minimize the visual impact of the roof, in a manner to be reviewed and approved by staff.
 - e. The roof canopy shall be solid, subject to the review and approval of staff.
 - f. All required lighting, sprinkler heads, supply lines, electrical and conduits in the bridge shall be contained within the roof slab and flush with the ceiling, in a manner to be reviewed and approved by staff.
 - g. The applicant shall work with the Public Works Department and the Fire Department to ensure that all Public Works and Fire Department requirements are fully satisfied.
 - h. City Commission review and approval shall be required to construct the walkway above the Ocean Court public right-of-way prior to the issuance of a Building Permit.
 - i. 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, 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. All exterior walkways and driveways shall consist of decorative pavers, set in sand or other equally semi-pervious material, subject to the review and approval of staff.
 - b. 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.

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- c. The utilization of root barriers and/or structural soil, as applicable, shall be clearly delineated on the revised landscape plan.
 - d. The applicant shall verify, prior to the issuance of a Building Permit, the exact location of all backflow prevention devices. Backflow prevention devices shall not be permitted within any required yard or any area fronting a street or sidewalk, unless otherwise permitted by the Land Development Regulations. The location of all backflow prevention devices, and how they are screened 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. The fire department shall require a post-indicator valve (PIV) visible and accessible from the street.
 - e. The applicant shall verify, prior to the issuance of a Building Permit, the exact location of all post-indicator valves (PIV), fire department connections (FDC) and all other related devices and fixtures, which shall be clearly indicated on the site and landscape plans, and shall be subject to the review and approval of staff.
 - f. 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.
 - g. Prior to the issuance of a Certificate of Occupancy, the Landscape Architect for 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, individual letters and shall require a separate permit.
 - 4. The final exterior surface color scheme, including color samples, shall be subject to the review and approval of staff and shall require a separate permit.
 - 5. An historic analysis of the existing structure, inclusive of a photographic and written description of the history and evolution of the original building on site, shall be submitted to and approved by staff, prior to the issuance of a Building Permit; such historic analysis shall be displayed prominently within the public area of the structure, in a location to be determined by staff.
 - 6. All new and altered elements, spaces and areas shall meet the requirements of the Florida Accessibility Code (FAC).
 - 7. The project shall comply with any landscaping or other sidewalk/street improvement standards as may be prescribed by a relevant Urban Design Master Plan approved prior to the completion of the project and the issuance of a Certificate of Occupancy.

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8. 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.
9. The Final Order shall be recorded in the Public Records of Miami-Dade County, prior to the issuance of a Building Permit.
10. 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.
11. The conditions of approval herein are binding on the applicant, the property's owners, operators, and all successors in interest and assigns.
12. 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 amended by the Board, that the Certificate of Appropriateness is GRANTED for the above-referenced project subject to those certain conditions specified in paragraph C of the Findings of Fact (Condition Nos. 1-12, inclusive) hereof, to which the applicant has agreed.

PROVIDED, the applicant shall build substantially in accordance with the plans approved by the Historic Preservation Board, as determined by staff, entitled "Tides Pedestrian Bridge", as prepared by Karp Architecture Interior Design & Planning, dated February 2012.

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. 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 a Certificate of Appropriateness 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

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LAST PAGEBOOK 28679 PAGE 2618
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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 Certificate of Appropriateness was granted, the Certificate of Appropriateness will expire and become null and void. If the Full Building Permit for the project 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 Certificate of Appropriateness will expire and become null and void.

In accordance with Section 118-561 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. Failure to comply with this Order shall subject the Certificate of Appropriateness to Section 118-564, City Code, for revocation or modification of the Certificate of Appropriateness.

Dated this 20th day of April, 2012

HISTORIC PRESERVATION BOARD
THE CITY OF MIAMI BEACH, FLORIDA

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

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)SS

The foregoing instrument was acknowledged before me this 20th day of APRIL, 2012 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 # 00928148
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] (4-19-2012)
Legal Department:

Filed with the Clerk of the Historic Preservation Board on 4-20-2012 (RC)

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zoning public notification packages | lists of property owners within a specific radius + radius maps + mailing labels
rdrmiami.com | diana@rdrmiami.com | 305.498.1614

December 28, 2016

City of Miami Beach
Planning Department
1700 Convention Center Dr.
Miami Beach, FL 33139

Re: Property Owners List within 375 feet of:

SUBJECT: 1220 Ocean Drive, Miami Beach, FL 33139

FOLIO NUMBER: 02-3234-008-0410

LEGAL DESCRIPTION: OCEAN BEACH ADDN NO 2 PB 2-56 LOTS 6 & 7 BLK 17

SUBJECT: 1201 Collins Avenue, Miami Beach, FL 33139

FOLIO NUMBER: 02-3234-008-0430

LEGAL DESCRIPTION: OCEAN BEACH ADD NO 2 PB 2-56 LOT 9 & S40FT LOT 10 BLK 17

SUBJECT: 1221 Collins Avenue, Miami Beach, FL 33139

FOLIO NUMBER: 02-3234-008-0440

LEGAL DESCRIPTION: OCEAN BEACH ADD NO 2 PB 2-56 LOT 11 & N10FT LOT 10 BLK 17

SUBJECT: 1225 Collins Avenue, Miami Beach, FL 33139

FOLIO NUMBER: 02-3234-008-0450

LEGAL DESCRIPTION: OCEAN BEACH ADDN NO 2 PB 2-56 LOT 12 BLK 17

This is to certify that the attached ownership list, map and mailing labels are a complete and accurate representation of the real estate property and property owners within 375 feet radius of the external boundaries of the subject property listed above, including the subject property. This reflects the most current records on the file in Miami-Dade County Property Appraisers' Office.

Sincerely,

Rio Development Resources, LLC

Diana B. Rio

Total number of property owners without repetition: **162, including 7 international**

Rio Development Resources, LLC ("RDR") has used its best efforts in collecting the information published in this report and the findings contained in the report are based solely and exclusively on information provided by you and information gathered from public records and that local government. By acceptance of this report, you agree to hold RDR harmless and indemnify RDR from any and all losses, damages, liabilities and expenses which can be claimed against RDR caused by or related to this report.

ANNE BLANK
4912 LACOMBE AVE MONTREAL
QUEBEC H3W 1R7
CANADA

CLAUDE DUFOUR
4207 RUE ST HUBERT
MONTREAL PQ H2J 2W6
CANADA

ELMER MATHIAS OLSEN
388 BLOOR ST 2102
TORONTO ON M4W 3W9
CANADA

ERNEST ORTINO &W ADRIANA
11904 WOODBINE AVE
GORMEY-ONTARIO L0H 1G0
CANADA

MARK AMERY & SILIO DAVID APARICIO
FLAT 1 27 NETHERHALL GARDENS
LONDON NW3 SRL
UNITED KINGDOM

MELO PROPERTIES PARTNERSHIP
1183 OSTLER CRESCENT
MISSISSAUGE ONTARIO L5C3G5
CANADA

SABINA BELYAKOVA
PEROVSKAYA ST 40-3 APT. 14
MOSCOW 111141
RUSSIA

1130 COLLINS LLC
2601 COLLINS AVENUE
MIAMI BEACH, FL 33140

1131 KENT LLC
16885 DALLAS PKWY
ADDISON, TX 75001

1155 COLLINS LLC
1051 WASHINGTON AVE
MIAMI, FL 33139

1208 COLLINS AVE LLC
1208 COLLINS AVE
MIAMI BEACH, FL 33139-4607

1220 COLLINS AVENUE INC C/O FRAZIER
HOTTE & ASSOCIATES PA
1220 COLLINS AVE
MIAMI BEACH, FL 33139

1236 OCN DR LLC
1400 BROADWAY 15 FLOOR
NEW YORK, NY 10018

1238 COLLINS AVE CORP % EUGENE J
HOWARD ESQUIRE
9441 E. BROADVIEW DR
BAY HARBOR ISLANDS, FL 33154

1250 OCEAN DRIVE 4C LLC
1250 OCEAN DR 4C
MIAMI BEACH, FL 33441

1300 COLLINS REALTY
1300 COLLINS AVE #100
MIAMI BEACH, FL 33139-4234

2N CARLYLE DECO LLC C/O PAUL SALMIN
2300 BUFFALO RD BLDG 2000
ROCHESTER, NY 14624

4D CARLYLE DECO LLC C/O PAUL SALMIN
2300 BUFFALO RD BLDG 200
ROCHESTER, NY 14624

807 INVESTMENT CORP
1055 WASHINGTON AVE
MIAMI BEACH, FL 33139-5017

ADERSON CAPITAL LTD
1250 OCEAN DR UNIT 4B
MIAMI BEACH, FL 33139

ADRIAN J PARADA & AMPARO ACEVEDO
PO BOX 770613
FLUSHING, NY 11377

AGUSTIN J BUNUEL
2201 BRICKELL AVE #58
MIAMI, FL 33129-2134

BARBARA MICHELETTI
2954 CARAMBOLA CIR S
COCONUT CREEK, FL 33066

BARRY D MEISELMAN TOBA MEISELMAN TR
BARRY MEISELMAN 2013 FAMILY TRS
9850 E BROADVIEW DR
BAY HARBOR ISLANDS, FL 33154

BEATRIZ DE LA MAZA JTRS TERESITA
BALDOR JTRS
10502 SW 46 ST
MIAMI, FL 33165

BETTY A FELDER
3101 PARK CT
GLENARDEN, MD 20706

BEUNAVENTURA M ARCE LE REM PEDRO M
ARCE REM ALEX M ARCE
1150 COLLINS AVE #405
MIAM BEACH, FL 33139

BOTANY WOODS LLC
1100 COLLINS AVE #CU-3
MIAMI BEACH, FL 33139-4660

CARLOS M ALVARINO TRS MADELYN L
ALVARINO TRS CARLOS M ALVARINO
1150 COLLINS AVE #401
MIAM BEACH, FL 33139

CARLYLE PH2 LLC
1100 FOREST AVE
WILMETTE, IL 60091

CARLYLE SOUTH BEACH LLC
300 S POINT DR 2103
MIAMI BEACH, FL 33139

CARMEN MORRINA JTRS LUIS J MORRINA
JTRS CARMEN M MORRINA JTRS
7030 W 12 LN
HIALEAH, FL 33011

CESTARO FAMILY LLC
77 DEERHURST RD
SCARSDALE, NY 10583

CG TIDES VILLAGE LLC CG TIDES VILLAGE I
LLC CG TIDES VILLAGE II LLC
3200 STIRLING RD
HOLLYWOOD, FL 33021

CHARLES H BURKE JR & W DIONISIA
42 STURGES RD
WEST ROXBURY, MA 02132

CHARLES W MOSCHOS
1255 COLLINS AVE #201
MIAMI BEACH, FL 33139-4623

CHRISTIAN MARTY PASCALE MARTY
1100 COLLINS AVE UNIT 302
MIAMI BEACH, FL 33139

CITY OF MIAMI BEACH CITY HALL
1700 CONVENTION CENTER DR
MIAMI BEACH, FL 33139

CLAUDIO MUNS
1255 COLLINS AVE #904
MIAMI BEACH, FL 33139-4644

CLECIO EUGENIO PRIMO
28233 N VIA SONATA DR
VALENCIA, CA 91354

CRP NASH LLC C/O THE CARLYLE GROUP
1001 PENNSYLVANIA AVE NW
WASHINGTON, DC 20004

CRYSTAL V HOVER LE ANN I JOHANSSON LE
REM CRYSTAL V HOVER TRS JTRS
1254 9 ST #9
SANTA MONICA, CA 90401

DANIEL L AUBRY
196 BOWERY FL 6
NEW YORK, NY 10012-4293

DAVID JAMES STROUSE & MARCELO
GONCALVES JTRS
9019 NORMA PL
WEST HOLLYWOOD, CA 90069-4820

DEL RIO PENTHOUSE CORP
1100 COLLINS AVE
MIAMI BEACH, FL 33139

DONNA L POWERS TRS DONNA L POWERS
REV TR
3671 HIGH PINE DR
CORAL SPRINGS, FL 33065

DORON DOAR
13441 NW 5 CT
PLANTATION, FL 33325

DREAM2FUTUR LLC
1682M JEFFERSON AVE
MIAMI BEACH, FL 33139-7603

DREXEL AVENUE 6 LLC C/O BRIGITTE
DEGRAVE
927 LINCOLN RD #200
MIAMI BEACH, FL 33139

E BRUCE BERMAN & PATRICIA FOLEY JTRS
1255 COLLINS AVE #605
MIAMI BEACH, FL 33139-4642

E D Y INC
1051 WASHINGTON AVE
MIAMI BEACH, FL 33139

EAAS LLC
850 OCEAN DR STE 203
MIAMI BEACH, FL 33139

EDUARDO J ELIZONDO JTRS HILDA
ELIZONDO JTRS HILDA M ELIZONDO JTRS
110 W SUNRISE AVE
CORAL GABLES, FL 33133

EDUARDO J ELIZONDO JTRS HILDA
ELIZONDO JTRS LINDA ELIZONDO CABRERA
JTRS
110 W SUNRISE AVE
CORAL GABLES, FL 33133

ELIZABETH VENTO
100 SW 30TH RD
MIAMI, FL 33129-2724

ENGEOCOM COLLINS LLC
2525 PONCE DE LEON BLVD 4 FLOOR
CORAL GABLES, FL 33134

FRANCISCO MANSILLA JTRS ZOILA C DE
MANSILLA JTRS BARBARA MANSILLA DE
GARCIA JTR
1255 COLLINS AVE # PHA
MIAMI BEACH, FL 33139

FRANCISCO MANSILLA JTRS ZOILA C DE
MANSILLA JTRS ET AL BARBARA MANSILLA
DE GARCIA JTRS
1255 COLLINS AVE UNIT 908
MIAMI BEACH, FL 33139

GABRIEL FERNANDEZ & JORGE MOYA
7810 COQUINA DR
NORTH BAY VILLAGE, FL 33141

GALIRAD LLC
1250 OCEAN DR #2K
MIAMI BEACH, FL 33139

GARY KANE
1255 COLLINS AVE #601
MIAM BEACH, FL 33139

GARY T KANE
1255 COLLINS AVE 404
MIAM BEACH, FL 33139

GARY T KANE
1255 COLLINS AVE #708
MIAMI BEACH, FL 33139-4643

GC TIDES LLC
2915 BISCAYNE BLVD STE 300
MIAMI, FL 33137

GEORGE E WOLLNER TRS GEORGE E
WOLLNER REVOCABLE TRUST
701 PENNSYLVANIA AVE NW 1123
WASHINGTON, DC 20004

GEORGINA LOPEZ
1255 COLLINS AVE #405
MIAMI BEACH, FL 33139-4640

GRAZINA BABUSIS TRS GRAZINA BABUSIS
REVOCABLE TRUST
7330 OCEAN TER 803
MIAMI BEACH, FL 33141

H&M MIAMI INVESTMENTS L L C
4010 SAN AMARO DR
CORAL GABLES, FL 33146

HOTEL CARDOZO INC
420 JEFFERSON AVE
MIAMI BEACH, FL 33139-6503

I MARY CORREIA JTRS JACQUELINE F
FERNANDEZ JTRS
11030 NW 62 AVE
HIALEAH, FL 33012

I MARY CORREIA JTRS JESSICA ANN FARAH
JTRS
11030 NW 62 AVE
HIALEAH, FL 33012

IMPALA HOTEL LLC
201 S BISCAYNE BLVD STE 850
MIAMI, FL 33131

INFINITY 1200 OCEAN DRIVE LLC C/O
INFINITY REAL ESTATE
1407 BROADWAY 30TH FL
NEW YORK, NY 10018

ISAIAS RAMIREZ IGNACIO M VRLJICAK
2109 BAMBOO WAY
ANTIOCH, CA 94509

ISLANDER 208 LLC C/O MIRTA PEREZ
1492 SOUTH MIAMI AVE
MIAMI, FL 33130

ISLANDER 504 LLC C/O MIRTA PEREZ
1492 SOUTH MIAMI AVE
MIAMI, FL 33130

ISLANDER 505 LLC C/O MIRTA PEREZ
1492 SOUTH MIAMI AVE
MIAMI, FL 33130

ISLANDER 604 LLC C/O MIRTA PEREZ ETAL
1492 S MIAMI AVE
MIAMI, FL 33130

ISMELIA M CORREIA JTRS STEPHANIE A
FARAH JTRS
11030 NW 62 AVE
HIALEAH, FL 33012

JAIME NAVARRO ROGER NAVARRO
8315 MENTEITH TER
MIAMI LAKES, FL 33016

JEFFREY WATSON
1255 COLLINS AVE #804
MIAMI BEACH, FL 33139-4643

JENNY VAZQUEZ JTRS DAVID DIAZ JTRS
1570 W 46 ST APT#217
HIALEAH, FL 33012

JEROME DUFOUR
1255 COLLINS AVE 508
MIAM BEACH, FL 33139

JIAN HUA YAN XU
213 HAMPTON CT
MACON, GA 31210

JOAN S DRUMMOND BRANSON
1150 COLLINS AVE
MIAMI BEACH, FL 33139

JOHN J PEDRO
28C UNION ST
ROCKLAND, MA 02370

JOHN WOOD WYETHA WOOD
10074 MARION RD
PRINCETON, KY 42445

JOSE FERNANDEZ
1207 DREXEL UNIT 10
MIAMI BEACH, FL 33139

JOSE MIGUEL GONZALEZ PEREZ
PO 10677 CAPARRA STATION
SAN JUAN, PR 00922-0677

JUAN A PASCUAL
7951 NW 166 ST
HIALEAH, FL 33016

JUAN CARLOS LOPEZ &W LAURA M
200 S BISCAYNE BLVD #2900
MIAMI, FL 33131-5324

JUAN F GARCIA &W BARBARA J
3981 SW 147 AVE
MIRAMAR, FL 33027-3720

JULIA P REED
1255 COLLINS AVE #903
MIAMI BEACH, FL 33139-4644

JULIA PEREZ
1150 COLLIN AVE #306
MIAM BEACH, FL 33139

KENNETH FIRPO
240 KENT AVE STE# B-30
BROOKLYN, NY 11249-4121

KEVIN J KOSKI
1150 COLLINS AVE 406
MIAMI BEACH, FL 33139

KIDSCODE USA LLC
PO BOX 398328
MIAMI BEACH, FL 33239

KIKITO MIAMI LLC
1100 COLLINS AVE #309
MIAMI BEACH, FL 33139

LATUSHKINA LLC
6050 LA GORCE DR
MIAMI BEACH, FL 33140

LAZARO FRAGA &W MARINA
8275 SW 5 ST
MIAMI, FL 33144-3511

LILA MATEO
6035 BROADWAY #6R
RIVERDALE, NY 10471

LOUISE RAMIREZ & SERENE JUSTICE REED
JTRS
219 NE 14 AVE #304
HALLANDALE BEACH, FL 33009

LUCAS BOND KATERYNA GRYGORIEVA
1255 COLLINS AVE 206
MIAM BEACH, FL 33139

MAHER LLC
44 WEST FLAGLER ST #1100
MIAMI, FL 33130

MARCOS F ALMEIDA YARA DE O ALMEIDA
1255 COLLINS VE #606
MIAMI BEACH, FL 33139

MARIA E FRAGA & TERESITA QUAVEDO DE
FRAGA JTRS
PO BOX 190915
SAN JUAN, PR 00919

MARIA G MORILLO
1150 COLLINS AVE 302
MIAMI BEACH, FL 33139-4622

MARIA LUISA PUYANS ROSA PUYANS DE
MALTES RAMON MALTES PUYANS
1255 COLLINS AVE 704
MIAM BEACH, FL 33139

MARIA M INGUANZO
3100 SW 130 AVE
MIAMI, FL 33175-2514

MARY G & MARIA G & JUAN M MORILLO
1150 COLLINS AVE UNIT 301
MIAMI BEACH, FL 33139-4645

MAURO FAIBICHER
1328 CHALMETTE DRIVE
ATLANTA, GA 30306

MIGUEL A INGUANZO &W MARIA M
3100 SW 130 AVE
MIAMI, FL 33175-2514

MIRIELA MARCOS MARILU BAKULA
1255 COLLINS AVE 807
MIAM BEACH, FL 33139

MONICA LEU
857 NE 16 TER
FORT LAUDERDALE, FL 33304

MOSAICI INTERNAZIONALE LLC C/O SERBER
& ASSOCIATES P A
2875 NE 191 STREET #801
AVENTURA, FL 33180

MRC REAL ESTATE CORP
66 W FLAGLER ST 1002
MIAMI, FL 33130

MRK 1200 COLLINS AVENUE LLC
34 W DILIDO DRIVE
MIAMI BEACH, FL 33139

NAKASH ELEVENTH STREET LLC
233 11 ST
MIAMI BEACH, FL 33139

NOBI WAY LLC
465 OCEAN DR 722
MIAMI BEACH, FL 33139

OCEAN DRIVE CARLYLE LLC
701 PENNSYLVANIA AVE NW #1123
WASHINGTON, DC 20004

OCEAN HOTELS INVESTMENTS CORP
1414 COLLINS AVE
MIAMI BEACH, FL 33139

ORLANDO SOWMA TRS ORLANDO SOWMA
TRUST
10567 NW 52 TER
DORAL, FL 33178

PABLO LAZARTE
1100 COLLINS AVE 207
MIAMI BEACH, FL 33139

PANN FLORIDA LLC
120 COLUMBIA TURNPIKE SUITE 3
FLORHAM PARK, NJ 07932

PATRICIA NAZAR % ALEX BORELL
1255 COLLINS AVE # 806
MIAMI BEACH, FL 33139

PATRICIA QUINTANA
1255 COLLINS AVE #808
MIAMI BEACH, FL 33139-4644

PHILIPPE LASCAR C/O REALTY GROUP OF
MIAMI
90 ALTON RD #104
MIAMI BEACH, FL 33139

PIX REALTY L P C/O JOHN BRANDT
ONE WEST ELM ST
GREENWICH, CT 06830

RAFAEL CORES FERNANDEZ- LADREDA
1150 COLLINS AVE # 303
MIAMI BEACH, FL 33139

RAQUEL ASATO
8200 SUNRISE LAKES BLVD #58-107
SUNRISE, FL 33322

RAUL GONZALEZ &W ROSINA
9657 SW 18 TERR
MIAMI, FL 33165-7623

RAYMOND FAILER &W DOROTHY FAILER
10275 COLLINS AVE #222
BAL HARBOUR, FL 33154-1420

ROBERT M CHAVEZ
1521 ALTON RD # 483
MIAMI BEACH, FL 33139

ROBERT W LEWIS
1100 COLLINS AVE UNIT 301
MIAMI BEACH, FL 33139

ROBERT WILLIAM CALKINS ANNEMARIE
CALKINS
1100 COLLINS AVE #310
MIAMI BEACH, FL 33139

ROSANNA BOCCONCELLI
1150 COLLINS AVE #202
MIAMI BEACH, FL 33139-4629

S & M AIRPLAINE ENTERPRISES LLC C/O
JORDACHE ENTERPISES HOTEL VICTOR LLC
1400 BROADWAY 15TH FLR
NEW YORK, NY 10018

SAMIR DEKMAK
325 OCEAN DR
MIAMI BEACH, FL 33139-8755

SANDI SAGE &H JEFF
734 N GRANDVIEW AVE
DAYTONA BEACH, FL 32118

SATISH CHANDRA
1825 MADISON AVE
RADIOLOGY CENTER, NY 10035

SB HOSPITALITY LLC
1111 COLLINS AVE
MIAMI BEACH, FL 33139

SB HOSPITALITY LLC
1119 COLLINS AVE
MIAMI BEACH, FL 33139

SHARON MILLER
159 W 53 ST #27F
NEW YORK, NY 10019

SIGFRIDUS F JORNA
1255 COLLINS AVE #503
MIAMI BEACH, FL 33139-4640

STEPHEN GORDON
1150 COLLINS AVE #504
MIAMI BEACH, FL 33139-4630

STPAC INC
1255 COLLINS AVE #307
MIAMI BEACH, FL 33139-4639

SYLVAN G FELDSTEIN
395 RIVERSIDE DR APT 1C
NEW YORK, NY 10025

SZD LLC
929 THOMPSON ST
GLASTONBURY, CT 06033

TAMARA V PEREZ
1100 COLLINS AVE #306
MIAMI BEACH, FL 33139

TERESA BAILEY
130 S AMMONS ST
LAKEWOOD, CO 80226

TERESA RODRIGUEZ
1150 COLLINS AVE #305
MIAMI BEACH, FL 33139-4645

TERESITA MARIA BALDOR
10502 SW 46 ST
MIAMI, FL 33165-5621

THOMAS M JOHNSON III
520 LUNALINA HOME RD #104
HONOLULU, HI 96825

TUTO & SONS CORP
1430 MICHIGAN AVE
MIAMI BEACH, FL 33139-3825

VAND GROUP LLC
240 GLEN LAKE DRIVE
ATLANTA, GA 30327

VENTURA CAPITAL ONE LLC ATTN ORLANDO
VALDES
2733 SW 27 AVE
MIAMI, FL 33133

VERSANI SOUTH BEACH INC
1100 COLLINS AVE #CU6
MIAMI BEACH, FL 33139-4660

VMSB LLC
1400 BROADWAY #15FL
NEW YORK, NY 10018

WASHINGTON CENTER LTD PTNSHIP
%STREAMLINE MGMT
1125 WASHINGTON AVE
MIAMI BEACH, FL 33139-4611

WILLIAMS AND ROBERTSON INC C/O
GOLDSTEIN SCHECHTER KOCH
2121 PONCE DE LEON BLVD 11TH FL
CORAL GABLES, FL 33134

XANAS INVESTMENT CORP
5800 W 13 AVE
HIALEAH, FL 33012-6355

YOLANDA VALDES FLORES & RICARDO
VALDES FLORES JR
812 EL RADO ST
CORAL GABLES, FL 33134-2202

Name	Address	City	State	Zip	Country
ANNE BLANK	4912 LACOMBE AVE MONTREAL	QUEBEC H3W 1R7			CANADA
CLAUDE DUFOUR	4207 RUE ST HUBERT	MONTREAL PQ H2J 2W6			CANADA
ELMER MATHIAS OLSEN	388 BLOOR ST 2102	TORONTO ON M4W 3W9			CANADA
ERNEST ORTINO & W ADRIANA	11904 WOODBINE AVE	GORMEY-ONTARIO L0H 1G0			CANADA
MARK AMERY & SILIO DAVID APARICIO	FLAT 1 27 NETHERHALL GARDENS	LONDON NW3 5RL			UNITED KINGDOM
MELO PROPERTIES PARTNERSHIP	1183 OSTLER CRESCENT	MISSISSAUGE ONTARIO L5C3G5			CANADA
SABINA BELYAKOVA	PEROVSKAYA ST 40-3 APT. 14	MOSCOW 111141			RUSSIA
1130 COLLINS LLC	2601 COLLINS AVENUE	MIAMI BEACH	FL	33140	USA
1131 KENT LLC	16885 DALLAS PKWY	ADDISON	TX	75001	USA
1155 COLLINS LLC	1051 WASHINGTON AVE	MIAMI	FL	33139	USA
1208 COLLINS AVE LLC	1208 COLLINS AVE	MIAMI BEACH	FL	33139-4607	USA
1220 COLLINS AVENUE INC C/O FRAZIER HOTTE & ASSOCIATES PA	1220 COLLINS AVE	MIAMI BEACH	FL	33139	USA
1236 OCN DR LLC	1400 BROADWAY 15 FLOOR	NEW YORK	NY	10018	USA
1238 COLLINS AVE CORP % EUGENE J HOWARD ESQUIRE	9441 E. BROADVIEW DR	BAY HARBOR ISLANDS	FL	33154	USA
1250 OCEAN DRIVE 4C LLC	1250 OCEAN DR 4C	MIAMI BEACH	FL	33441	USA
1300 COLLINS REALTY	1300 COLLINS AVE #100	MIAMI BEACH	FL	33139-4234	USA
2N CARLYLE DECO LLC C/O PAUL SALMIN	2300 BUFFALO RD BLDG 2000	ROCHESTER	NY	14624	USA
4D CARLYLE DECO LLC C/O PAUL SALMIN	2300 BUFFALO RD BLDG 200	ROCHESTER	NY	14624	USA
807 INVESTMENT CORP	1055 WASHINGTON AVE	MIAMI BEACH	FL	33139-5017	USA
ADERSON CAPITAL LTD	1250 OCEAN DR UNIT 4B	MIAMI BEACH	FL	33139	USA
ADRIAN J PARADA & AMPARO ACEVEDO	PO BOX 770613	FLUSHING	NY	11377	USA
AGUSTIN J BUNUEL	2201 BRICKELL AVE #58	MIAMI	FL	33129-2134	USA
BARBARA MICHELETTI	2954 CARAMBOLA CIR S	COCONUT CREEK	FL	33066	USA
BARRY D MEISELMAN TOBA MEISELMAN TR BARRY MEISELMAN 2013 FAMILY TRS	9850 E BROADVIEW DR	BAY HARBOR ISLANDS	FL	33154	USA
BEATRIZ DE LA MAZA JTRS TERESITA BALDOR JTRS	10502 SW 46 ST	MIAMI	FL	33165	USA
BETTY A FELDER	3101 PARK CT	GLENARDEN	MD	20706	USA
BEUNAVENTURA M ARCE LE REM PEDRO M ARCE REM ALEX M ARCE	1150 COLLINS AVE #405	MIAMI BEACH	FL	33139	USA
BOTANY WOODS LLC	1100 COLLINS AVE #CU-3	MIAMI BEACH	FL	33139-4660	USA
CARLOS M ALVARINO TRS MADELYN L ALVARINO TRS CARLOS M ALVARINO	1150 COLLINS AVE #401	MIAMI BEACH	FL	33139	USA
CARLYLE PH2 LLC	1100 FOREST AVE	WILMETTE	IL	60091	USA
CARLYLE SOUTH BEACH LLC	300 S POINT DR 2103	MIAMI BEACH	FL	33139	USA
CARMEN MORRINA JTRS LUIS J MORRINA JTRS CARMEN M MORRINA JTRS	7030 W 12 LN	HIALEAH	FL	33011	USA
CESTARO FAMILY LLC	77 DEERHURST RD	SCARSDALE	NY	10583	USA
CG TIDES VILLAGE LLC CG TIDES VILLAGE I LLC CG TIDES VILLAGE II LLC	3200 STIRLING RD	HOLLYWOOD	FL	33021	USA
CHARLES H BURKE JR & W DIONISIA	42 STURGES RD	WEST ROXBURY	MA	02132	USA
CHARLES W MOSCHOS	1255 COLLINS AVE #201	MIAMI BEACH	FL	33139-4623	USA
CHRISTIAN MARTY PASCALE MARTY	1100 COLLINS AVE UNIT 302	MIAMI BEACH	FL	33139	USA
CITY OF MIAMI BEACH CITY HALL	1700 CONVENTION CENTER DR	MIAMI BEACH	FL	33139	USA
CLAUDIO MUNS	1255 COLLINS AVE #904	MIAMI BEACH	FL	33139-4644	USA
CLECIO EUGENIO PRIMO	28233 N VIA SONATA DR	VALENCIA	CA	91354	USA
CRP NASH LLC C/O THE CARLYLE GROUP	1001 PENNSYLVANIA AVE NW	WASHINGTON	DC	20004	USA
CRYSTAL V HOVER LE ANN I JOHANSSON LE REM CRYSTAL V HOVER TRS JTRS	1254 9 ST #9	SANTA MONICA	CA	90401	USA
DANIEL LAUBRY	196 BOWERY FL 6	NEW YORK	NY	10012-4293	USA
DAVID JAMES STROUSE & MARCELO GONCALVES JTRS	9019 NORMA PL	WEST HOLLYWOOD	CA	90069-4820	USA
DEL RIO PENTHOUSE CORP	1100 COLLINS AVE	MIAMI BEACH	FL	33139	USA
DONNA L POWERS TRS DONNA L POWERS REV TR	3671 HIGH PINE DR	CORAL SPRINGS	FL	33065	USA
DORON DOAR	13441 NW 5 CT	PLANTATION	FL	33325	USA

DREAM2FUTUR LLC	1682M JEFFERSON AVE	MIAMI BEACH	FL	33139-7603	USA
DREXEL AVENUE 6 LLC C/O BRIGITTE DEGRAVE	927 LINCOLN RD #200	MIAMI BEACH	FL	33139	USA
E BRUCE BERMAN & PATRICIA FOLEY JTRS	1255 COLLINS AVE #605	MIAMI BEACH	FL	33139-4642	USA
E D Y INC	1051 WASHINGTON AVE	MIAMI BEACH	FL	33139	USA
EAAS LLC	850 OCEAN DR STE 203	MIAMI BEACH	FL	33139	USA
EDUARDO J ELIZONDO JTRS HILDA ELIZONDO JTRS	110 W SUNRISE AVE	CORAL GABLES	FL	33133	USA
EDUARDO J ELIZONDO JTRS HILDA ELIZONDO JTRS LINDA ELIZONDO CABRERA JTRS	110 W SUNRISE AVE	CORAL GABLES	FL	33133	USA
ELIZABETH VENTO	100 SW 30TH RD	MIAMI	FL	33129-2724	USA
ENGECOM COLLINS LLC	2525 PONCE DE LEON BLVD 4 FLOOR	CORAL GABLES	FL	33134	USA
FRANCISCO MANSILLA JTRS ZOILA C DE MANSILLA JTRS BARBARA MANSILLA DE GARCIA JTR	1255 COLLINS AVE # PHA	MIAMI BEACH	FL	33139	USA
FRANCISCO MANSILLA JTRS ZOILA C DE MANSILLA JTRS ET AL BARBARA MANSILLA DE GARCIA JTRS	1255 COLLINS AVE UNIT 908	MIAMI BEACH	FL	33139	USA
GABRIEL FERNANDEZ & JORGE MOYA	7810 COQUINA DR	NORTH BAY VILLAGE	FL	33141	USA
GALURAD LLC	1250 OCEAN DR #2K	MIAMI BEACH	FL	33139	USA
GARY KANE	1255 COLLINS AVE #601	MIAMI BEACH	FL	33139	USA
GARY T KANE	1255 COLLINS AVE 404	MIAMI BEACH	FL	33139	USA
GARY T KANE	1255 COLLINS AVE #708	MIAMI BEACH	FL	33139-4643	USA
GC TIDES LLC	2915 BISCAYNE BLVD STE 300	MIAMI	FL	33137	USA
GEORGE E WOLLNER TRS GEORGE E WOLLNER REVOCABLE TRUST	701 PENNSYLVANIA AVE NW 1123	WASHINGTON	DC	20004	USA
GEORGINA LOPEZ	1255 COLLINS AVE #405	MIAMI BEACH	FL	33139-4640	USA
GRAZINA BABUSIS TRS GRAZINA BABUSIS REVOCABLE TRUST	7330 OCEAN TER 803	MIAMI BEACH	FL	33141	USA
H&M MIAMI INVESTMENTS LLC	4010 SAN AMARO DR	CORAL GABLES	FL	33146	USA
HOTEL CARDOZO INC	420 JEFFERSON AVE	MIAMI BEACH	FL	33139-6503	USA
I MARY CORREIA JTRS JACQUELINE F FERNANDEZ JTRS	11030 NW 62 AVE	HIALEAH	FL	33012	USA
I MARY CORREIA JTRS JESSICA ANN FARAH JTRS	11030 NW 62 AVE	HIALEAH	FL	33012	USA
IMPALA HOTEL LLC	201 S BISCAYNE BLVD STE 850	MIAMI	FL	33131	USA
INFINITY 1200 OCEAN DRIVE LLC C/O INFINITY REAL ESTATE	1407 BROADWAY 30TH FL	NEW YORK	NY	10018	USA
ISAIAS RAMIREZ IGNACIO M VRLJICAK	2109 BAMBOO WAY	ANTIOCH	CA	94509	USA
ISLANDER 208 LLC C/O MIRTA PEREZ	1492 SOUTH MIAMI AVE	MIAMI	FL	33130	USA
ISLANDER 504 LLC C/O MIRTA PEREZ	1492 SOUTH MIAMI AVE	MIAMI	FL	33130	USA
ISLANDER 505 LLC C/O MIRTA PEREZ	1492 SOUTH MIAMI AVE	MIAMI	FL	33130	USA
ISLANDER 604 LLC C/O MIRTA PEREZ ETAL	1492 S MIAMI AVE	MIAMI	FL	33130	USA
ISMELIA M CORREIA JTRS STEPHANIE A FARAH JTRS	11030 NW 62 AVE	HIALEAH	FL	33012	USA
JAIME NAVARRO ROGER NAVARRO	8315 MENTEITH TER	MIAMI LAKES	FL	33016	USA
JEFFREY WATSON	1255 COLLINS AVE #804	MIAMI BEACH	FL	33139-4643	USA
JENNY VAZQUEZ JTRS DAVID DIAZ JTRS	1570 W 46 ST APT#217	HIALEAH	FL	33012	USA
JEROME DUFOUR	1255 COLLINS AVE 508	MIAMI BEACH	FL	33139	USA
JIAN HUA YAN XU	213 HAMPTON CT	MACON	GA	31210	USA
JOAN S DRUMMOND BRANSON	1150 COLLINS AVE	MIAMI BEACH	FL	33139	USA
JOHN J PEDRO	28C UNION ST	ROCKLAND	MA	02370	USA
JOHN WOOD WYETHA WOOD	10074 MARION RD	PRINCETON	KY	42445	USA
JOSE FERNANDEZ	1207 DREXEL UNIT 10	MIAMI BEACH	FL	33139	USA
JOSE MIGUEL GONZALEZ PEREZ	PO 10677 CAPARRA STATION	SAN JUAN	PR	00922-0677	USA
JUAN A PASQUAL	7951 NW 166 ST	HIALEAH	FL	33016	USA
JUAN CARLOS LOPEZ & W LAURA M	200 S BISCAYNE BLVD #2900	MIAMI	FL	33131-5324	USA
JUAN F GARCIA & W BARBARA J	3981 SW 147 AVE	MIRAMAR	FL	33027-3720	USA
JULIA P REED	1255 COLLINS AVE #903	MIAMI BEACH	FL	33139-4644	USA
JULIA PEREZ	1150 COLLIN AVE #506	MIAMI BEACH	FL	33139	USA
KENNETH FIRPO	240 KENT AVE STE# B-30	BROOKLYN	NY	11249-4121	USA

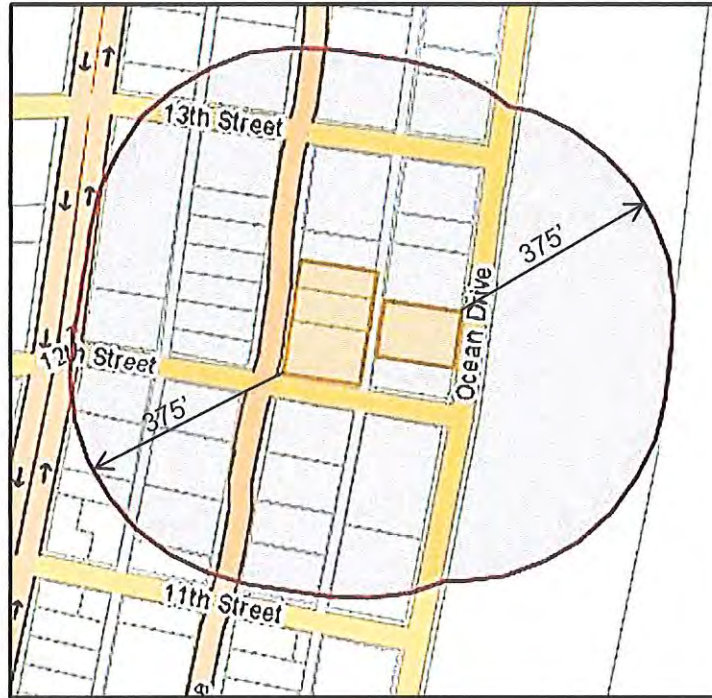
KEVIN J KOSKI	1150 COLLINS AVE 406	MIAMI BEACH	FL	33139	USA
KIDSCODE USA LLC	PO BOX 398328	MIAMI BEACH	FL	33239	USA
KIKITO MIAMI LLC	1100 COLLINS AVE #309	MIAMI BEACH	FL	33139	USA
LATUSHKINA LLC	6050 LA GORCE DR	MIAMI BEACH	FL	33140	USA
LAZARO FRAGA &W MARINA	8275 SW 5 ST	MIAMI	FL	33144-3511	USA
LILA MATEO	6035 BROADWAY #GR	RIVERDALE	NY	10471	USA
LOUISE RAMIREZ & SERENE JUSTICE REED JTRS	219 NE 14 AVE #304	HALLANDALE BEACH	FL	33009	USA
LUCAS BOND KATERYNA GRYGORIEVA	1255 COLLINS AVE 206	MIAMI BEACH	FL	33139	USA
MAHER LLC	44 WEST FLAGLER ST #1100	MIAMI	FL	33130	USA
MARCOS F ALMEIDA YARA DE O ALMEIDA	1255 COLLINS VE #606	MIAMI BEACH	FL	33139	USA
MARIA E FRAGA & TERESITA QUAYEDO DE FRAGA JTRS	PO BOX 190915	SAN JUAN	PR	00919	USA
MARIA G MORILLO	1150 COLLINS AVE 302	MIAMI BEACH	FL	33139-4622	USA
MARIA LUISA PUYANS ROSA PUYANS DE MALTES RAMON MALTES PUYANS	1255 COLLINS AVE 704	MIAMI BEACH	FL	33139	USA
MARIA M INGUANZO	3100 SW 130 AVE	MIAMI	FL	33175-2514	USA
MARY G & MARIA G & JUAN M MORILLO	1150 COLLINS AVE UNIT 301	MIAMI BEACH	FL	33139-4645	USA
MAURO FAIBICHER	1328 CHALMETTE DRIVE	ATLANTA	GA	30306	USA
MIGUEL A INGUANZO &W MARIA M	3100 SW 130 AVE	MIAMI	FL	33175-2514	USA
MIRIELA MARCOS MARILU BAKULA	1255 COLLINS AVE 807	MIAMI BEACH	FL	33139	USA
MONICA LEU	857 NE 16 TER	FORT LAUDERDALE	FL	33304	USA
MOSAICI INTERNAZIONALE LLC C/O SERBER & ASSOCIATES P A	2875 NE 191 STREET #801	AVENTURA	FL	33180	USA
MRC REAL ESTATE CORP	66 W FLAGLER ST 1002	MIAMI	FL	33130	USA
MRK 1200 COLLINS AVENUE LLC	34 W DILIDO DRIVE	MIAMI BEACH	FL	33139	USA
NAKASH ELEVENTH STREET LLC	233 11 ST	MIAMI BEACH	FL	33139	USA
NOBI WAY LLC	465 OCEAN DR 722	MIAMI BEACH	FL	33139	USA
OCEAN DRIVE CARLYLE LLC	701 PENNSYLVANIA AVE NW #1123	WASHINGTON	DC	20004	USA
OCEAN HOTELS INVESTMENTS CORP	1414 COLLINS AVE	MIAMI BEACH	FL	33139	USA
ORLANDO SOWMA TRS ORLANDO SOWMA TRUST	10567 NW 52 TER	DORAL	FL	33178	USA
PABLO LAZARTE	1100 COLLINS AVE 207	MIAMI BEACH	FL	33139	USA
PANNI FLORIDA LLC	120 COLUMBIA TURNPIKE SUITE 3	FLORHAM PARK	NJ	07932	USA
PATRICIA NAZAR % ALEX BORELL	1255 COLLINS AVE # 806	MIAMI BEACH	FL	33139	USA
PATRICIA QUINTANA	1255 COLLINS AVE #808	MIAMI BEACH	FL	33139-4644	USA
PHILIPPE LASCAR C/O REALTY GROUP OF MIAMI	90 ALTON RD #104	MIAMI BEACH	FL	33139	USA
PIX REALTY L P C/O JOHN BRANDT	ONE WEST ELM ST	GREENWICH	CT	06830	USA
RAFAEL CORES FERNANDEZ- LADREDA	1150 COLLINS AVE # 303	MIAMI BEACH	FL	33139	USA
RAQUEL ASATO	8200 SUNRISE LAKES BLVD #58-107	SUNRISE	FL	33322	USA
RAUL GONZALEZ &W ROSINA	9657 SW 18 TERR	MIAMI	FL	33165-7623	USA
RAYMOND FAILER &W DOROTHY FAILER	10275 COLLINS AVE #222	BAL HARBOUR	FL	33154-1420	USA
ROBERT M CHAVEZ	1521 ALTON RD # 483	MIAMI BEACH	FL	33139	USA
ROBERT W LEWIS	1100 COLLINS AVE UNIT 301	MIAMI BEACH	FL	33139	USA
ROBERT WILLIAM CALKINS ANNEMARIE CALKINS	1100 COLLINS AVE #310	MIAMI BEACH	FL	33139	USA
ROSANNA BOCCONCELLI	1150 COLLINS AVE #202	MIAMI BEACH	FL	33139-4629	USA
S & M AIRPLANE ENTERPRISES LLC C/O JORDACHE ENTERPRISES HOTEL VICTOR LLC	1400 BROADWAY 15TH FLR	NEW YORK	NY	10018	USA
SAMIR DEKMAK	325 OCEAN DR	MIAMI BEACH	FL	33139-8755	USA
SANDI SAGE &H JEFF	734 N GRANDVIEW AVE	DAYTONA BEACH	FL	32118	USA
SATISH CHANDRA	1825 MADISON AVE	RADIOLOGY CENTER	NY	10035	USA
SB HOSPITALITY LLC	1111 COLLINS AVE	MIAMI BEACH	FL	33139	USA
SB HOSPITALITY LLC	1119 COLLINS AVE	MIAMI BEACH	FL	33139	USA
SHARON MILLER	159 W 53 ST #27F	NEW YORK	NY	10019	USA

SIGFRIDUS F JORNA	1255 COLLINS AVE #503	MIAMI BEACH	FL	33139-4640	USA
STEPHEN GORDON	1150 COLLINS AVE #504	MIAMI BEACH	FL	33139-4630	USA
STPAC INC	1255 COLLINS AVE #307	MIAMI BEACH	FL	33139-4639	USA
SYLVAN G FELDSTEIN	395 RIVERSIDE DR APT 1C	NEW YORK	NY	10025	USA
SZD LLC	929 THOMPSON ST	GLASTONBURY	CT	06033	USA
TAMARA V PEREZ	1100 COLLINS AVE #306	MIAMI BEACH	FL	33139	USA
TERESA BAILEY	130 S AMMONS ST	LAKEWOOD	CO	80226	USA
TERESA RODRIGUEZ	1150 COLLINS AVE #305	MIAMI BEACH	FL	33139-4645	USA
TERESITA MARIA BALDOR	10502 SW 46 ST	MIAMI	FL	33165-5621	USA
THOMAS M JOHNSON III	520 LUNALINA HOME RD #104	HONOLULU	HI	96825	USA
TUTO & SONS CORP	1430 MICHIGAN AVE	MIAMI BEACH	FL	33139-3825	USA
VAND GROUP LLC	240 GLEN LAKE DRIVE	ATLANTA	GA	30327	USA
VENTURA CAPITAL ONE LLC ATTN ORLANDO VALDES	2733 SW 27 AVE	MIAMI	FL	33133	USA
VERSANI SOUTH BEACH INC	1100 COLLINS AVE #CU6	MIAMI BEACH	FL	33139-4660	USA
VMSB LLC	1400 BROADWAY #15FL	NEW YORK	NY	10018	USA
WASHINGTON CENTER LTD PTNSHIP %STREAMLINE MGMT	1125 WASHINGTON AVE	MIAMI BEACH	FL	33139-4611	USA
WILLIAMS AND ROBERTSON INC C/O GOLDSTEIN SCHECHTER KOCH	2121 PONCE DE LEON BLVD 11TH FL	CORAL GABLES	FL	33134	USA
XANAS INVESTMENT CORP	5800 W 13 AVE	HIALEAH	FL	33012-6355	USA
YOLANDA VALDES FLORES & RICARDO VALDES FLORES JR	812 EL RADO ST	CORAL GABLES	FL	33134-2202	USA



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www.rdrmiami.com | diana@rdrmiami.com | 305.498.1614

375' RADIUS MAP



SUBJECT: 1220 Ocean Drive, Miami Beach, FL 33139

FOLIO NUMBER: 02-3234-008-0410

LEGAL DESCRIPTION: OCEAN BEACH ADDN NO 2 PB 2-56 LOTS 6 & 7 BLK 17

SUBJECT: 1201 Collins Avenue, Miami Beach, FL 33139

FOLIO NUMBER: 02-3234-008-0430

LEGAL DESCRIPTION: OCEAN BEACH ADD NO 2 PB 2-56 LOT 9 & S40FT LOT 10 BLK 17

SUBJECT: 1221 Collins Avenue, Miami Beach, FL 33139

FOLIO NUMBER: 02-3234-008-0440

LEGAL DESCRIPTION: OCEAN BEACH ADD NO 2 PB 2-56 LOT 11 & N10FT LOT 10 BLK 17

SUBJECT: 1225 Collins Avenue, Miami Beach, FL 33139

FOLIO NUMBER: 02-3234-008-0450

LEGAL DESCRIPTION: OCEAN BEACH ADDN NO 2 PB 2-56 LOT 12 BLK 17