Exhibit A Boundary and Topographic Survey

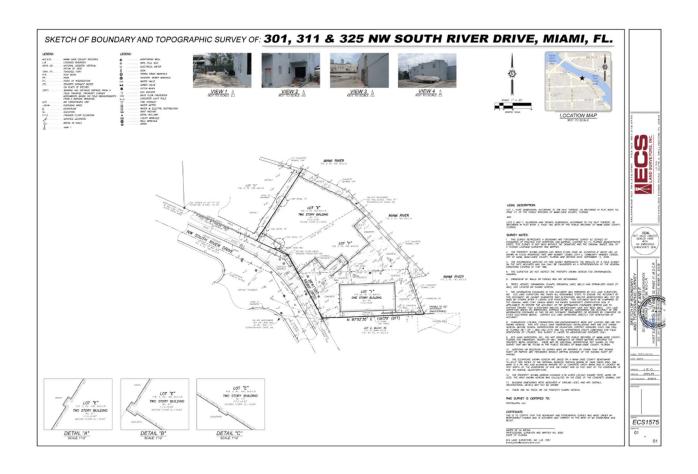


Exhibit B

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



Summary Report

Generated On: 11/22/2019

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

| Assessment Information | | | |
|------------------------|-----------|-----------|-----------|
| Year | 2019 | 2018 | 2017 |
| Land Value | \$599,130 | \$599,130 | \$485,010 |
| Building Value | \$52,891 | \$10,000 | \$53,317 |
| XF Value | \$10,435 | S0 | \$10,603 |
| Market Value | \$662,456 | \$609,130 | \$548,930 |
| Assessed Value | \$120,386 | \$67,060 | \$120,980 |

| Benefits Information | | | | |
|--|------------------|-----------|-----------|-----------|
| Benefit | Туре | 2019 | 2018 | 2017 |
| Working Waterfront | Classified Value | \$542,070 | \$542,070 | \$427,950 |
| Note: Not all benefits are applicable to all Taxable Values (i.e. County, School | | | | |

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



| Taxable Value Information | | | | |
|---------------------------|-----------|----------|-----------|--|
| | 2019 | 2018 | 2017 | |
| County | | | | |
| Exemption Value | S0 | SO | \$0 | |
| Taxable Value | \$120,386 | \$67,060 | \$120,980 | |
| School Board | | | | |
| Exemption Value | \$0 | S0 | \$0 | |
| Taxable Value | \$120,386 | \$67,060 | \$120,980 | |
| City | | | | |
| Exemption Value | S0 | SO | \$0 | |
| Taxable Value | \$120,386 | \$67,060 | \$120,980 | |
| Regional | | | | |
| Exemption Value | \$0 | \$0 | S0 | |
| Taxable Value | \$120,386 | \$67,060 | \$120,980 | |

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

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

Version:

OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On: 11/22/2019

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

| Assessment Information | | | |
|------------------------|-------------|-------------|-------------|
| Year | 2019 | 2018 | 2017 |
| Land Value | \$1,030,890 | \$1,030,890 | \$834,530 |
| Building Value | \$153,624 | \$10,000 | \$155,222 |
| XF Value | \$39,205 | S0 | \$39,637 |
| Market Value | \$1,223,719 | \$1,040,890 | \$1,029,389 |
| Assessed Value | \$291,009 | \$108,180 | \$293,039 |

| Benefits Information | | | | |
|--|------------------|-----------|-----------|-----------|
| Benefit | Туре | 2019 | 2018 | 2017 |
| Working Waterfront | Classified Value | \$932,710 | \$932,710 | \$736,350 |
| Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional). | | | | |

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



| Taxable Value Information | | | | |
|---------------------------|-----------|-----------|-----------|--|
| | 2019 | 2018 | 2017 | |
| County | | | | |
| Exemption Value | S0 | S0 | \$0 | |
| Taxable Value | \$291,009 | \$108,180 | \$293,039 | |
| School Board | | | | |
| Exemption Value | \$0 | S0 | \$0 | |
| Taxable Value | \$291,009 | \$108,180 | \$293,039 | |
| City | | | | |
| Exemption Value | \$0 | S0 | \$0 | |
| Taxable Value | \$291,009 | \$108,180 | \$293,039 | |
| Regional | | | | |
| Exemption Value | \$0 | S0 | \$0 | |
| Taxable Value | \$291,009 | \$108,180 | \$293,039 | |

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

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Version:

Exhibit C FLUM

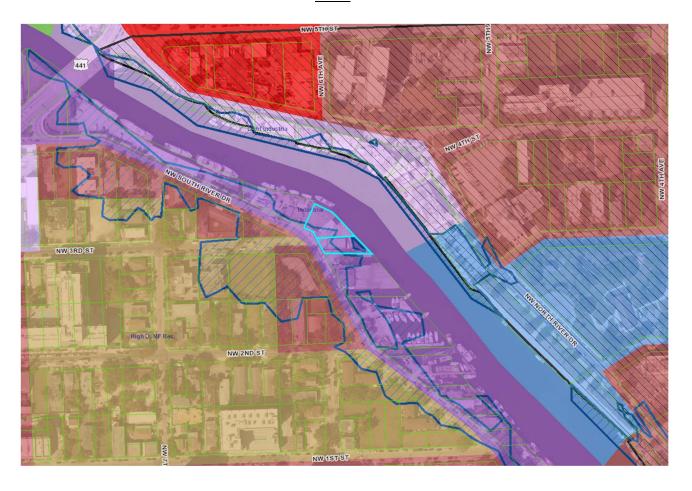


Exhibit D

Zoning Atlas

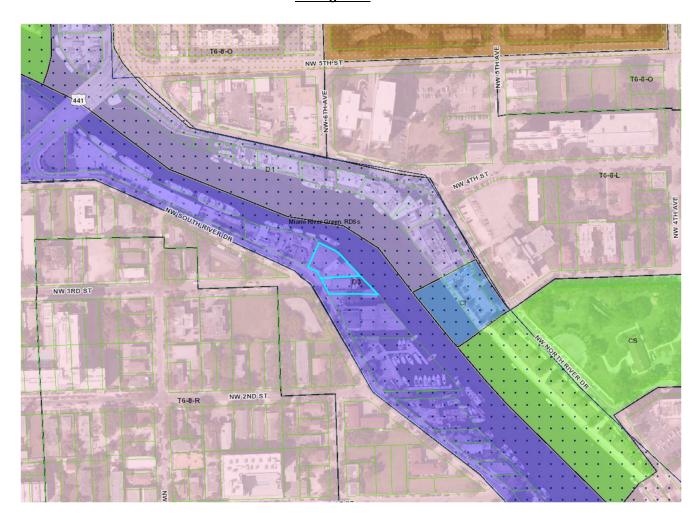


Exhibit E Port of Miami River Element

Port of Miami River² Sub-Element

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

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

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

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

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

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

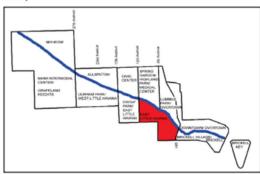
² The "Port of Miami River" is a shallow draft riverine port consisting of independent, privately-owned small shipping companies, fisheries, vessel repair facilities marinas and other Recreational and Commercial Working Waterfront uses, as defined in Ch. 34.207, F.S., located along the banks of the Miami River and its tributaries and canals where Working Waterfront uses are located. The Port of Miami River is not a deepwater port as defined in Ch. 403.021(9), F.S. The Port of Miami River extends from the salinity dam in unincorporated Miami-Dade County to Biscayne Bay in the City of Miami, as identified in Appendix PA-1.

Miami River Corridor Urban Infill Plan

Exhibit F

MIAMI RIVER CORRIDOR URBAN INFILL PLAN

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



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

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



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

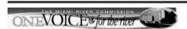
zoned restricted commercial, the majority of the East Little Havana waterfront is zoned for waterfront industrial use. While this use is appropriate and desirable, an expansion of allowable uses to include limited office and commercial (restaurant or retail) as accessory uses only, maintaining the requirement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



East Little Havana's Jose Marti Park

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

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







THE RIVER AS A MULTI-MODAL CORRIDOR

LOWER RIVER PROTOTYPE

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

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

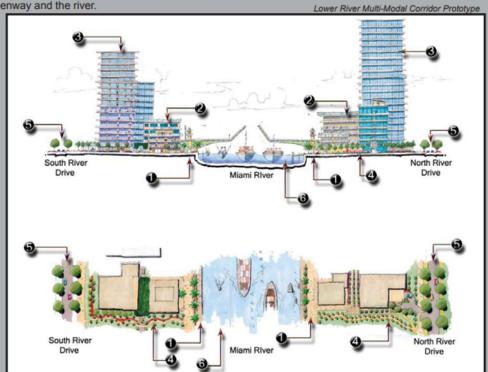








Exhibit G Submerged Land Lease



Florida Department of Environmental Protection

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

Carlos Lopez-Cantera Lt. Governor

> Noah Valenstein Secretary

July 11, 2018

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

BOT Lease No.: 130030976 Lessee: Puntallana LLC

Dear Mr. Ortega:

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

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

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

Sincerely,

Kathy C. Griffin

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

/kcg Enclosure

cc: File

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

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

SOVEREIGNTY SUBMERGED LANDS LEASE RENEWAL

BOT FILE NO. 130030976

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

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

A parcel of sovereignty submerged land in Sections <u>01 and 38</u>. Township <u>54 South</u>, Range <u>41 East</u>, in <u>Miami River</u>, <u>Miami-Dade</u> County, Florida, containing <u>7.096</u> square feet, more or less, as is more particularly described and shown on Attachment A, dated <u>January 31, 2001</u>.

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

- 1. <u>USE OF PROPERTY:</u> The Lessee is hereby authorized to operate a <u>4-slip commercial docking facility</u> to be used exclusively for <u>mooring of commercial vessels for the loading and offloading of cargo</u> in conjunction with an upland <u>cargo shipping and storage facility</u>, <u>without fueling facilities</u>, <u>with</u> a sewage pumpout facility if it meets the regulatory requirements of the State of Florida Department of Environmental Protection or State of Florida Department of Health, whichever agency has jurisdiction, and <u>without</u> liveaboards as defined in paragraph 26, as shown and conditioned in Attachment A, incorporated herein and made a part of this lease by reference. All of the foregoing subject to the remaining conditions of this lease.
- 2. <u>LEASE FEES</u>: The Lessee hereby agrees to pay to the Lessor an annual lease fee of \$1,236.44, plus sales tax pursuant to Section 212.031, Florida Statutes, if applicable, within 30 days of the date of receipt of the invoice. The annual fee for the remaining years of this lease shall be adjusted pursuant to provisions of Rule 18-21.011, Florida Administrative Code. The State of Florida Department of Environmental Protection, Division of State Lands (the "Division") will notify the Lessee in writing of the amount and the due date of each subsequent annual lease payment during the remaining term of this lease. All lease fees due hereunder shall be remitted to the Division as agent for the Lessor.

- 3. WET SLIP RENTAL CERTIFICATION/SUPPLEMENTAL PAYMENT: (A) The Lessee shall provide upon request by the Lessor any and all information in a certified form needed to calculate the lease fee specified in paragraph two (2) above, including the income, as defined in subsection 18-21.003(31), Florida Administrative Code, derived directly or indirectly from the use of sovereignty submerged lands on an annual basis. When six percent (6%) of said annual income exceeds the base fee or minimum annual fee established pursuant to Rule 18-21.011, Florida Administrative Code, for any lease year during the term of this lease, the Lessor shall send the Lessee a supplemental invoice for the difference in the amounts for that lease year. (B) The instrument or agreement used by the Lessee to transfer or assign the right to use a wet slip at the docking facility to a third party shall include a provision that clearly notifies the wet slip renter/user/holder that if the wet slip renter/user/holder subsequently transfers his right to use said wet slip to another party, the instrument or agreement used to transfer said wet slip shall contain a provision that requires six percent (6%) of the annual gross income derived from said instrument or agreement for the use of said wet slip be paid to the Lessee who, upon receipt, shall report and transmit said amount to the Lessor. The instrument or agreement used by the Lessee to transfer a wet slip shall also include a provision that clearly notifies the wet slip renter/user/holder that no interest in said wet slip may be further transferred unless a substantially similar provision to the one contained in the preceding sentence is placed in each succeeding instrument or agreement used to transfer said wet slip to each new wet slip renter/user/holder. (C) The Lessee shall submit to the Lessor each instrument or agreement used by the Lessee to transfer or assign the right to use a wet slip at the docking facility to a third party annually at the same time the Lessee submits the required Annual Wet Slip Revenue Report to the Lessor. Any breach of this lease condition shall constitute a default under this lease.
- 4. <u>LATE FEE ASSESSMENTS:</u> The Lessee shall pay a late payment assessment for lease fees or other charges due under this lease which are not paid within 30 days after the due date. This assessment shall be computed at the rate of twelve percent (12%) per annum, calculated on a daily basis for every day the payment is late.
- 5. <u>EXAMINATION OF LESSEE'S RECORDS</u>: For purposes of this lease renewal, the Lessor is hereby specifically authorized and empowered to examine, for the term of this lease renewal including any extensions thereto plus three (3) additional years, at all reasonable hours, the books, records, contracts, and other documents confirming and pertaining to the computation of annual lease payments as specified in paragraph two (2) above.
- 6. MAINTENANCE OF LESSEE'S RECORDS: The Lessee shall maintain separate accounting records for: (i) gross revenue derived directly from the use of the leased premises, (ii) the gross revenue derived indirectly from the use of the leased premises, and (iii) all other gross revenue derived from the Lessee's operations on the riparian upland property. The Lessee shall secure, maintain and keep all records for the entire term of this lease renewal plus three (3) additional years. This period shall be extended for an additional two (2) years upon request for examination of all records and accounts for lease verification purposes by the Lessor.
- 7. AGREEMENT TO EXTENT OF USE: This lease is given to the Lessee to use or occupy the leased premises only for those activities specified herein. The Lessee shall not (i) change or add to the approved use of the leased premises as defined herein (e.g., from commercial to multi-family residential, from temporary mooring to rental of wet slips, from rental of wet slips to contractual agreement with third party for docking of cruise ships, from rental of recreational pleasure craft to rental or temporary mooring of charter/tour boats, from loading/offloading commercial to rental of wet slips, etc.); (ii) change activities in any manner that may have an environmental impact that was not considered in the original authorization or regulatory permit; or (iii) change the type of use of the riparian uplands or as permitted by the Lessee's interest in the riparian upland property that is more particularly described in Attachment B without first obtaining a regulatory permit/modified permit, if applicable, the Lessor's written authorization in the form of a modified lease, the payment of additional fees, if applicable, and, if applicable, the removal of any structures which may no longer qualify for authorization under the modified lease.
- 8. <u>PROPERTY RIGHTS</u>: The Lessee shall make no claim of title or interest to said lands hereinbefore described by reason of the occupancy or use thereof, and all title and interest to said land hereinbefore described is vested in the Lessor. The Lessee is prohibited from including, or making any claim that purports to include, said lands described or the Lessee's leasehold interest in said lands into any form of private ownership, including but not limited to any form of condominium or cooperative ownership. The Lessee is further prohibited from making any claim, including any advertisement, that said land, or the use thereof, may be purchased, sold, or re-sold.

- 9. INTEREST IN RIPARIAN UPLAND PROPERTY: During the term of this lease renewal, the Lessee shall maintain satisfactory evidence of sufficient upland interest as required by paragraph 18-21.004(3)(b), Florida Administrative Code, in the riparian upland property that is more particularly described in Attachment B and by reference made a part hereof together with the riparian rights appurtenant thereto. If such interest is terminated or the Lessor determines that such interest did not exist on the effective date of this lease, this lease may be terminated at the option of the Lessor. If the Lessor terminates this lease, the Lessee agrees not to assert a claim or defense against the Lessor arising out of this lease. Prior to sale and/or termination of the Lessee's interest in the riparian upland property, the Lessee shall inform any potential buyer or transferee of the Lessee's interest in the riparian upland property and the existence of this lease and all its terms and conditions and shall complete and execute any documents required by the Lessor to effect an assignment of this lease, if consented to by the Lessor. Failure to do so will not relieve the Lessee from responsibility for full compliance with the terms and conditions of this lease which include, but are not limited to, payment of all fees and/or penalty assessments incurred prior to such act.
- 10. ASSIGNMENT OF LEASE RENEWAL: This lease renewal shall not be assigned or otherwise transferred without prior written consent of the Lessor or its duly authorized agent. Such assignment or other transfer shall be subject to the terms, conditions and provisions of this lease, current management standards and applicable laws, rules and regulations in effect at that time. Any assignment or other transfer without prior written consent of the Lessor shall be null and void and without legal effect.
- 11. <u>INDEMNIFICATION/INVESTIGATION OF ALL CLAIMS</u>: The Lessee shall investigate all claims of every nature arising out of this lease at its expense, and shall indemnify, defend and save and hold harmless the Lessor and the State of Florida from all claims, actions, lawsuits and demands arising out of this lease renewal.
- 12. NOTICES/COMPLIANCE/TERMINATION: The Lessee binds itself, its successors and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Lessee, its successors and assigns. In the event the Lessee fails or refuses to comply with the provisions and conditions herein set forth, or in the event the Lessee violates any of the provisions and conditions herein set forth, and the Lessee fails or refuses to comply with any of said provisions or conditions within twenty (20) days of receipt of the Lessor's notice to correct, this lease may be terminated by the Lessor upon thirty (30) days written notice to the Lessee. If canceled, all of the above-described parcel of land shall revert to the Lessor. All notices required to be given to the Lessee by this lease or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

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

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

- 13. TAXES AND ASSESSMENTS: The Lessee shall assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this lease renewal.
- 14. <u>NUISANCES OR ILLEGAL OPERATIONS:</u> The Lessee shall not permit the leased premises or any part thereof to be used or occupied for any purpose or business other than herein specified unless such proposed use and occupancy are consented to by the Lessor and the lease is modified accordingly, nor shall Lessee knowingly permit or suffer any nuisances or illegal operations of any kind on the leased premises.
- 15. MAINTENANCE OF FACILITY /RIGHT TO INSPECT: The Lessee shall maintain the leased premises in good condition, keeping the structures and equipment located thereon in a good state of repair in the interests of public health, safety and welfare. The leased premises shall be subject to inspection by the Lessor or its designated agent at any reasonable time.

- 16. NON-DISCRIMINATION: The Lessee shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the area subject to this lease renewal or upon lands adjacent to and used as an adjunct of the leased area.
- 17. <u>ENFORCEMENT OF PROVISIONS</u>: No failure, or successive failures, on the part of the Lessor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Lessor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.
- PERMISSION GRANTED: Upon expiration or cancellation of this lease renewal all permission granted hereunder shall cease and terminate.
- 19. <u>RENEWAL PROVISIONS</u>: Renewal of this lease shall be at the sole option of the Lessor. Such renewal shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. In the event that the Lessee is in full compliance with the terms of this lease, the Lessor will begin the renewal process. The term of any renewal granted by the Lessor shall commence on the last day of the previous lease term. In the event the Lessor does not grant a renewal, the Lessee shall vacate the leased premises and remove all structures and equipment occupying and erected thereon at its expense. The obligation to remove all structures authorized herein upon termination of this lease renewal shall constitute an affirmative covenant upon the Lessee's interest in the riparian upland property more particularly described in Attachment <u>B</u>, which shall run with the title to the Lessee's interest in said riparian upland property and shall be binding upon the Lessee and the Lessee's successors in title or successors in interest.
- 20. <u>REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES:</u> If the Lessee does not remove said structures and equipment occupying and erected upon the leased premises after expiration or cancellation of this lease renewal, such structures and equipment will be deemed forfeited to the Lessor, and the Lessor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Lessee at the address specified in Paragraph 12 or at such address on record as provided to the Lessor by the Lessee. However, such remedy shall be in addition to all other remedies available to the Lessor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.
- 21. REMOVAL COSTS/LIEN ON RIPARIAN UPLAND PROPERTY: Subject to the noticing provisions of Paragraph 20 of this lease, any costs incurred by the Lessor in removal of any structures and equipment constructed or maintained on state lands shall be paid by Lessee and any unpaid costs and expenses shall constitute a lien upon the Lessee's interest in the riparian upland property that is more particularly described in Attachment B. This lien on the Lessee's interest in the riparian upland property shall be enforceable in summary proceedings as provided by law.
- 22. RIPARIAN RIGHTS/FINAL ADJUDICATION: In the event that any part of any structure authorized hereunder is determined by a final adjudication issued by a court of competent jurisdiction to encroach on or interfere with adjacent riparian rights, Lessee agrees to either obtain written consent for the offending structure from the affected riparian owner or to remove the interference or encroachment within 60 days from the date of the adjudication. Failure to comply with this paragraph shall constitute a material breach of this lease renewal agreement and shall be grounds for immediate termination of this lease renewal agreement at the option of the Lessor.
- 23. <u>AMENDMENTS/MODIFICATIONS</u>: This lease renewal is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this lease renewal must be in writing, must be accepted, acknowledged and executed by the Lessee and Lessor, and must comply with the rules and statutes in existence at the time of the execution of the modification or amendment. Notwithstanding the provisions of this paragraph, if mooring is authorized by this lease, the Lessee may install boatlifts within the leased premises without formal modification of the lease provided that (a) the Lessee obtains any state or local regulatory permit that may be required; and (b) the location or size of the lift does not increase the mooring capacity of the docking facility.

- 24. <u>ADVERTISEMENT/SIGNS/NON-WATER DEPENDENT ACTIVITIES/ADDITIONAL ACTIVITIES/MINOR STRUCTURAL REPAIRS:</u> No permanent or temporary signs directed to the boating public advertising the sale of alcoholic beverages shall be erected or placed within the leased premises. No restaurant or dining activities are to occur within the leased premises. The Lessee shall ensure that no permanent, temporary or floating structures, fences, docks, pilings or any structures whose use is not water-dependent shall be erected or conducted over sovereignty submerged lands without prior written consent from the Lessor. No additional structures and/or activities including dredging, relocation/realignment or major repairs or renovations to authorized structures, shall be erected or conducted on or over sovereignty, submerged lands without prior written consent from the Lessor. Unless specifically authorized in writing by the Lessor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Lessee to administrative fines under Chapter 18-14, Florida Administrative Code. This condition does not apply to minor structural repairs required to maintain the authorized structures in a good state of repair in the interests of public health, safety or welfare; provided, however, that such activities shall not exceed the activities authorized by this agreement.
- 25. <u>COMPLIANCE WITH FLORIDA LAWS</u>: On or in conjunction with the use of the leased premises, the Lessee shall at all times comply with all Florida Statutes and all administrative rules promulgated thereunder. Any unlawful activity which occurs on the leased premises or in conjunction with the use of the leased premises shall be grounds for the termination of this lease by the Lessor.
- 26. <u>LIVEABOARDS</u>: The term "liveaboard" is defined as a vessel docked at the facility and inhabited by a person or persons for any five (5) consecutive days or a total of ten (10) days within a thirty (30) day period. If liveaboards are authorized by paragraph one (1) of this lease, in no event shall such "liveaboard" status exceed six (6) months within any twelve (12) month period, nor shall any such vessel constitute a legal or primary residence.
- 27. GAMBLING VESSELS: During the term of this lease and any renewals, extensions, modifications or assignments thereof, Lessee shall prohibit the operation of or entry onto the leased premises of gambling cruise ships, or vessels that are used principally for the purpose of gambling, when these vessels are engaged in "cruises to nowhere," where the ships leave and return to the state of Florida without an intervening stop within another state or foreign country or waters within the jurisdiction of another state or foreign country, and any watercraft used to carry passengers to and from such gambling cruise ships.
- 28. FINANCIAL CAPABILITY: To assure the Lessor that the Lessee has the financial capability to undertake and operate the project authorized by this lease, the Lessee certifies to the Lessor as follows: (i) the Lessee is not the subject of a pending bankruptcy proceeding that would prohibit the Lessee from paying its lease fees, on or before the due date, with or without, as applicable, approval from the bankruptcy court or, if appointed, the bankruptcy trustee; (ii) the Lessee has no unsatisfied judgments entered against it that would impair the Lessee's financial capability to undertake and operate the project authorized by this lease; (iii) the Lessee has no delinquent state and local taxes for which it is responsible and that remain outstanding and not in dispute; and (iv) to the best of the Lessee's knowledge, there are no other matters pending or threatened against or affecting the Lessee or the Lessee's interest in the riparian upland property that would impair the Lessee's financial capability to undertake and operate the project authorized by this lease. Any breach of this lease condition shall constitute a default under this lease.
- 29. SPECIAL LEASE CONDITION: Should a field survey acceptable to the Lessor be required or obtained after the effective date of this lease, the annual lease fees due hereunder shall be adjusted to reflect the increase or decrease in the total preempted area shown by the survey. Any such adjustment shall be effective from the date of the acceptable survey and shall be prospective only. No reimbursement or credit shall be given to the Lessee by the Lessor for overages, and no charge shall be imposed by the Lessor for shortages unless the error resulted from inaccurate information supplied by the Lessee.

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

| WITNESSES: Original Signature Print Type Name of Witness Original Signature Print Type Name of Witness | BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA Cheryl C. McCall, Ohief, Bureau of Public Land Administration Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida |
|---|--|
| STATE OF FLORIDA COUNTY OF LEON The foregoing instrument was acknowledge Cheryl C. McCall. Chief, Bureau of Public Land Environmental Protection, as agent for and on behalf of Florida. She is personally known to me. APPROVED SUBJECT TO PROPER EXECUTION 12/18/2017 | Administration, Division of State Lands, State of Florida Department of of the Board of Trustees of the Internal Improvement Trust Fund of the State |
| DEP Attorney Date | Printed, Typed or Stamped Name KATHY C GRIFFIN Notary Public - State of Florida Commission # FF 917725 My Comm. Expires Nov 27, 2019 |

Commission/Serial No.

| WITNESSES: | Puntallana, LCC, a Florida limited liability company (SEAL) |
|--|---|
| BOHOOT | BY: WHE |
| Original Signature | Original Signature of Executing Authority |
| Belinda OAega. | Arturo Ortega |
| Typed/Printed Name of Witness | Typed/Printed Name of Executing Authority |
| Musicangue | Manager |
| Original Signature | Title of Executing Authority |
| Belinda Hemandez de OH | ega. |
| Typed/Printed Name of Witness | "LESSEE" |
| state of Florida county of Miami Dacle | |
| company. He is personally known to me or has produced F/ | rida limited liability company, on behalf of the limited liability |
| My Commission Expires: | Signature of Notary Public |
| May 23, 2021 Commission/Serial No. 66075226 | Notary Public, State of Forida Jenny Aquilar Printed, Typed or Stamped Name |
| | |



| WITNESSES: | Puntallana, LLC, a Florida limited liability company (SEAL) |
|--|---|
| Original Signature B | Y: Original Signature of Executing Authority |
| Belinda OHEOG. | Arturo Ortega Gonzalez |
| Typed/Printed Name of Witness | Typed/Printed Name of Executing Authority |
| Original Signature | Manager Title of Executing Authority |
| Relindo Homondos de OHE |) G |
| Typed/Printed Name of Witness | "LESSEE" |
| STATE OF <u>Florida</u> county of <u>Miami Dad</u> e | |
| The foregoing instrument was acknowledged before n by <u>Arturo Ortega Gonzalez</u> , who is a Manager of <u>Puntallana</u> , <u>Liability company</u> . He is personally known to me or has produce | LC, a Florida limited liability company, on behalf of the limited |
| My Commission Expires: | Starit |
| | Signature of Notally Public |
| May 23, 2021 | Notary Public, State of Florida |
| Commission/Serial No. 66015226 | Printed, Typed or Stamped Name |
| | |
| • | JENNY AGUILAR MY COMMISSION # GG075226 EXPIRES May 23, 2021 |

Exhibit H MOP



OFFICIAL DOCUMENT

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

miamidade.gov

Permit No:

MOP-000405-2019/2020 (B)-GEN

Permit Issued To: PUNTALLANA LLC

Facility Location: 311 NW SOUTH RIVER DR

MIAMI, FL 33136-

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

MARINE FACILITIES ANNUAL OPERATING PERMIT

DESCRIPTION OF FACILITY/EQUIPMENT

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

Commercial Boat Docking Facility.

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

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

SPECIFIC CONDITIONS

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

Lee N. Hefty, Assistant Director Department of Regulatory and Economic Resources, Environmental Resources Management



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miamidade.gov



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

Permit No: MOP-000405-2019/2020 (B)

Permit Issued To: PUNTALLANA LLC

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

GENERAL CONDITIONS

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





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

miamidade.gov

October 1, 2019

Dear customer:

DERM Annual Operating Permit Renewal - Marine Facilities

| Thank you for submitting your Marine Facilities Operating Permit (MOP) renewal for the 2019-2020 permit cycle. Enclosed you will find the issued MOP for your facility. |
|---|
| Please take note that some Specific Conditions of your permit may have been revised and/or re-ordered in sequence from how they previously appeared on the permit. In addition, new permit conditions have been added, and in some cases, old ones removed due to duplicate language or no longer being applicable. |
| Please take a few moments to review the enclosed permit to become familiar with any changes. |
| As a reminder, unless otherwise authorized or acknowledged by DERM, activities such as vessel fueling (including via mobile service), vessel repairs, or other similar industrial-type activities are prohibited. |
| As always, the facility should be operated in accordance with the issued MOP and all associated permit conditions and applicable Best Management Practices (BMPs). Maintaining proper housekeeping is an important aspect of managing your facility and being in compliance with your operating permit. |
| Please have a copy of the permit posted in a conspicuous location at the facility as required by the MOP and as deemed appropriate by DERM staff. |
| Please feel free to contact us at 305-372-6575 if you have any questions or concerns about your MOP. |
| Sincerely, |
| DERM Marine Facilities Program |
| |

Exhibit I Article 4, Table 4 (D3)

MIAMI 21

ARTICLE 4. TABLE 3 BUILDING FUNCTION: USES

| AS ADOPTED - JAN | UARY | 2018 | | | | | | | | | | | | | | | | |
|--|--|---------------|----------------|----------------------------------|-----|----------|------------------|-----|----------|----------|------|----------------|----------|------|---------------|----------|-----|----------|
| | T3 SUB-URBAN | | | T4 T5 URBAN GENERAL URBAN CENTER | | | T6 URBAN CORE | | C | | | D DISTRICTS | | | | | | |
| | R | L | 0 | R | L | 0 | R | L | 0 | R | L | 0 | CS | CI | CI-HD | D1 | D2 | D3 |
| DENSITY (UNITS PER ACRE) | 9 | 9 | 18 | 36 | 36 | 36 | 65 | 65 | 65 | 150* | 150° | 150° | N/A | AZ** | 150° | 36 | N/A | N/A |
| RESIDENTIAL | | | | | | | | | | | | | | | | | | = |
| SINGLE FAMILY RESIDENCE | R | R | R | R | R | R | R | R | R | R | R | R | | | | | | |
| COMMUNITY RESIDENCE | R | R | R | R | R | R | R | R | R | R | R | R | - | | R | \vdash | | \vdash |
| ANCILLARY UNIT | 1 | R | - 11 | R | R | R | | 11 | 11 | | - 11 | 10 | - | | - 13 | \vdash | | |
| A PART OF A CONTRACT OF A CONT | | 11 | R | R | R | R | R | R | R | R | R | R | - | | \vdash | \vdash | | \vdash |
| TWO FAMILY RESIDENCE MULTI FAMILY HOUSING | - | | N. | R | R | R | R | R | R | R | R | R | - | | R | \vdash | | \vdash |
| V - M - M - M - M - M - M - M - M - M - | | - | \vdash | K | F | _ | K | _ | R | K | | | - | E | | \vdash | | <u> </u> |
| DORMITORY | <u> </u> | n | - | - | _ | E | - | R | - | - | R | R | - | _ E | R | \vdash | | \vdash |
| HOME OFFICE | R | R | R | R | R | R | R | R | R | R | R | R | | | R | \vdash | | \vdash |
| LIVE - WORK | | _ | | | R | R | _ | R | R | | R | R | _ | | R | | | <u> </u> |
| WORK - LIVE | <u> </u> | | | | | \Box | | | | | | | | | R | R | | |
| LODGING | | | | | | | | | | | | | | | | | | |
| BED & BREAKFAST | | | | W | R | R | Е | R | R | Е | R | R | | | R | R | | |
| INN | | | | | | R | | R | R | Е | R | R | | | R | R | | |
| HOTEL | | | | | | | | R | R | | R | R | | | R | | | |
| OFFICE | i == | | | | i – | i | | | i | | | | | | $\overline{}$ | | | \equiv |
| OFFICE | | | | | R | R | | R | R | | R | R | | Е | R | R | R | W |
| | i | | | | | | | - 1 | | | | - 1 | | | | | | |
| COMMERCIAL AUTO-RELATED COMMERCIAL ESTAB. | - | | | | | | _ | | W | | W | W | | | | - | D | |
| | ├ | - | \vdash | - | - | | - | 147 | | - | | | - | | \vdash | R | R | <u> </u> |
| ENTERTAINMENT ESTABLISHMENT | ļ | - | \vdash | - | - | R | - | W | R | - | R | R | | | \vdash | R | R | <u> </u> |
| ENTERTAINMENT ESTAB ADULT | ļ. | _ | | | _ | | _ | _ | | | _ | _ | <u> </u> | _ | | _ | R | |
| FOOD SERVICE ESTABLISHMENT | ļ. | | | | R | R | | R | R | W | R | R | W | E | R | R | R | W |
| ALCOHOL BEVERAGE SERVICE ESTAB. | | | | | E | E | | E | E | | E | E | | | E | E | E | E |
| GENERAL COMMERCIAL | ↓ | | | | R | R | | R | R | W | R | R | E | E | R | R | R | W |
| MARINE RELATED COMMERCIAL ESTAB. | ļ └ | | | | | \sqcup | | W | W | | W | W | E | | | R | R | R |
| OPEN AIR RETAIL | | | | | | | | W | W | | W | W | W | E | R | R | R | W |
| PLACE OF ASSEMBLY | | | | | | | | R | R | E | R | R | | E | E | R | R | W |
| RECREATIONAL ESTABLISHMENT | | | | | | | | R | R | | R | R | | E | R | R | R | W |
| CIVIC | | | | | | | | | | | | | | | | | | |
| COMMUNITY FACILITY | 1 - | | | | W | W | | W | W | | W | W | W | Е | W | R | R | |
| RECREATIONAL FACILITY | E | Е | Е | Е | R | R | Е | R | R | Е | R | R | W | E | W | R | R | |
| RELIGIOUS FACILITY | E | E | E | E | R | R | E | R | R | E | R | R | W | E | R | R | R | W |
| REGIONAL ACTIVITY COMPLEX | - | _ | _ | _ | | | - | | | <u> </u> | | E | | E | E | | ., | |
| CONTROL OF THE BUILDING CONTROL OF THE STATE | + == | | | | | = | | | = | | | _ | | _ | _ | = | | = |
| CIVIL SUPPORT | - | | | | | 144 | | 144 | | | | *** | | - | _ | | - | 111 |
| COMMUNITY SUPPORT FACILITY | l | | | | W | W | | W | W | | W | W | | E | E | R | R | W |
| INFRASTRUCTURE AND UTILITIES | W | W | W | W | W | W | W | W | W | W | W | W | W | E | W | W | R | W |
| MAJOR FACILITY | - | - | \vdash | _ | | — | | | — | _ | | | _ | E | R | E | E | E |
| MARINA | ļ | | \vdash | Е | W | W | E | W | W | Е | W | W | R | E | | R | R | R |
| PUBLIC PARKING | ļ | _ | \vdash | | W | W | E | W | W | Е | W | W | l | E | R | R | R | W |
| RESCUE MISSION | ļ | | \Box | | | \perp | | | \perp | | | | | E | R | Е | W | W |
| TRANSIT FACILITIES | <u> </u> | | | | W | W | E | W | W | Е | W | W | | E | R | R | R | W |
| EDUCATIONAL | | | | | | | | | | | | | | | | | | |
| CHILDCARE | | | | E | W | W | Е | W | W | W | W | W | E | E | R | Е | | |
| COLLEGE / UNIVERSITY | | | \Box | | | \Box | | W | W | | W | W | | Е | R | Е | | \Box |
| ELEMENTARY SCHOOL | E | Е | Е | Е | Е | Е | Е | W | W | Е | W | W | | E | R | E | | |
| LEARNING CENTER | 1 — | $\overline{}$ | - | | E | E | | R | R | | R | R | E | E | R | E | | |
| MIDDLE / HIGH SCHOOL | E | Е | Е | Е | E | E | Е | W | W | Е | W | W | | E | R | E | | |
| PRE-SCHOOL | E | E | E | E | E | E | E | R | R | E | R | R | | E | R | E | | |
| RESEARCH FACILITY | 1 | _ | - | _ | R | R | _ | R | R | _ | R | R | | E | R | R | R | W |
| SPECIAL TRAINING / VOCATIONAL | + - | _ | $\vdash\vdash$ | | IV | E | \vdash | W | W | \vdash | W | W | \vdash | E | R | R | R | W |
| | ! == | _ | \blacksquare | | _ | | | W | 111 | | ** | п | | | 1/ | Γ. | 1/ | AA |
| INDUSTRIAL | | | | | | | | | | | | | | | | | | |
| AUTO-RELATED INDUSTRIAL ESTBL. | 1 | | | | | \Box | | | | | | | | | | R | R | W |
| MANUFACTURING AND PROCESSING | | | | | | | | | | | | | | | | R | R | W |
| MARINE RELATED INDUSTRIAL ESTBL. | | | | | | | | | | | | | | | | R | R | R |
| PRODUCTS AND SERVICES | | | | | | | | | | | | | | | | R | R | W |
| STORAGE/ DISTRIBUTION FACILITY | | | | | | | | | | | | | | | | R | R | W |

R Allowed By Right

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

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

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

** AZ: Density of lowest Abutting Zone
IV.8

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

MIAMI 21

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

AS ADOPTED - JANUARY 2018

D - DISTRICT

| | D1 - WORK PLACE | D2 - INDUSTRIAL | D3 - WATERFRONT INDUSTRIAL |
|---------------|---|--|--|
| DENSITY (UPA) | 36 UNITS PER ACRE | N/A | N/A |
| COMMERCIAL | Commercial Uses are permissible as listed in Table 3, limited by compliance with: | d Commercial Uses are permissible as listed in Table 3, limited by compliance with: | by compliance with. |
| | Minimum of 3 parking spaces for every 1,000 sf of commercial space, except for Public Storage Facilities, minimum parking space for every 10,000 square feet with a minimum of 8 parking spaces. | Minimum of 3 parking spaces for every 1,000 sf of commercial space, except for Public Storage Facilities, minimum 1 | parking space for every 10,000 square feet with a minimum of 8 parking spaces. |
| | Parking requirement may be reduced according to the Shared Parking Standard, Article 4, Table 5, except for Public Storage Facilities. | | Facilities. |
| | Minimum of 1 Bicycle Rack Space for every 20 vehicular spaces required. | Minimum of 1 Bicycle Rack Space for every 20 vehicular spaces required. | Minimum of 1 Bicycle Rack Space for every 20 vehicula spaces required. |
| | Except for sites within 500 feet of an ungated T3 Transect Zone, the parking ratio may be reduced within a TOD area or within a Transit Corridor area by up to thirty percent (30%) by process of Waiver, by up for fifty percent (50%) by process of Waiver and payment into a transitenhancement Trust Fund, as established by Chapter 35 of the City Coder by one hundred percent (100%) for any Structure with a Floor Area of ten thousand (10,000) square feet or less. | Zone, the parking ratio may be reduced within a TOD area or within a Transit Corridor area by up to thirty percent (30%) by process of Waiver; by up to fifty percent (50%) by process of Waiver and payment into a transit enhancement Trust Fund, as established by Chapter 35 of the City Code; | Except for sites within 500 feet of an ungated T3 Transec Zone, the parking ratio may be reduced within a TOD area or within a Transit Corridor area by up to thirty percen (30%) by process of Waiver, by up to fifty percent (50%) by process of Waiver and payment into a transit enhancemen Trust Fund, as established by Chapter 35 of the City Code or by one hundred percent (100%) for any Structure with a Floor Area of ten thousand (10,000) square feet or less |
| | Drive-Thru or Drive-In Facilities - Refer to Article 6. | Drive-Thru or Drive-In Facilities - Refer to Article 6. | Drive-Thru or Drive-In Facilities - Refer to Article 6. |
| | Parking may be provided by ownership or lease offsite within 1000 feet and in Transect Zone D by process of Waiver. | Parking may be provided by ownership or lease offsite within 1000 feet and in Transect Zone D by process of Waiver. | Parking may be provided by ownership or lease offsite within 1000 feet and in Transect Zone D by process of Waiver. |
| | Loading - See Article 4, Table 5 | Loading - See Article 4, Table 5 | • Loading - See Article 4, Table 5 |
| | | | |
| CIVIC | compliance with: | Civic Uses are permissible as listed in Table 3, limited by compliance with: | Civic Uses are permissible as listed in Table 3, limited by compliance with: |
| | Minimum of 1 parking space for every 5 seats of assembly uses. | $\bullet \textbf{M} \textbf{inimum} \textbf{ of 1 parking space for every 5 seats of assembly uses}.$ | Minimum of 1 parking space for every 5 seats of assembly uses |
| | Minimum of 1 parking space for every 1,000 st of exhibition or recreation space, and parking spaces for other Uses as required. | Minimum of 1 parking space for every 1,000 sf of exhibition or recreation space, and parking spaces for other Uses as required. | Minimum of 1 parking space for every 1,000 sf of exhibition or recreation space, and parking spaces for other Uses as required. |
| | Parking requirement may be reduced according to the Shared Parking Standard, Article 4, Table 5. | Parking requirement may be reduced according to the Shared Parking Standard, Article 4, Table 5. | Parking requirement may be reduced according to the Shared Parking Standard, Article 4, Table 5. |
| | Minimum of 1 Bicycle Rack Space for every 20 vehicular spaces required. | Minimum of 1 Bicycle Rack Space for every 20 vehicular spaces required. | Minimum of 1 Bicycle Rack Space for every 20 vehicular spaces required. |
| | Except for sites within 500 feet of an ungated T3 Transect Zone, the parking ratio may be reduced within a T0D area or within a Transit Corridor area by up to thirty percent (30%) by process of Waiver, by up to fifty percent (50%) by process of Waiver and payment into a transit enhancement Trust Fund, as established by Chapter 35 of the City Code; or by one hundred percent (100%) for any Structure with a Floor Area of ten thousand (10,000) square feet or less. Parking may be provided by ownership or lease offsite within 1000 feet and in Transect Zone D by process of Waiver. | Except for sites within 500 feet of an ungated T3 Transect Zone, the parking ratio may be reduced within a TOD area or within a Transit Corridor area by up to thirty percent (30%) by process of Waiver. by up to fifty percent (50%) by process of Waiver and payment into a transitenhancement Trust Fund, as established by Chapter 35 of the City Code: or by one hundred percent (100%) for any Structure with a Floor Area of ten thousand (10,000) square feet or less. Parking may be provided by ownership or lease offsite within 1000 feet and in Transect Zone D by process of Waiver. | Except for sites within 500 feet of an ungated T3 Transec Zone, the parking ratio may be reduced within a TOD area or within a Transit Corridor area by up to thirty percen (30%) by process of Waiver, by up to fifty percent (50%) by process of Waiver and payment into a transit enhancemen Trust Fund, as established by Chapter 35 of the City Code or by one hundred percent (100%) for any Structure with a Floor Area of ten thousand (10,000) square feet or less Parking may be provided by generalized. |
| | Loading - See Article 4, Table 5 | Loading - See Article 4, Table 5 | 1000 feet and in Transect Zone D by process of Waiver. Loading - See Article 4, Table 5 |

Exhibit J
Transit Corridor Diagram

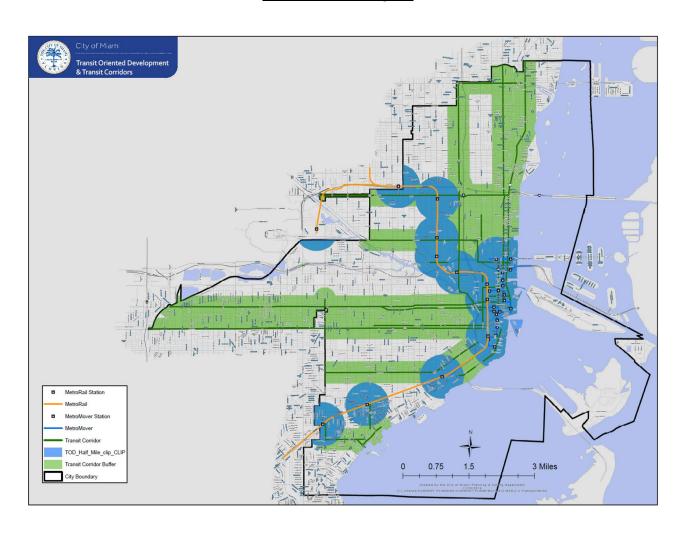


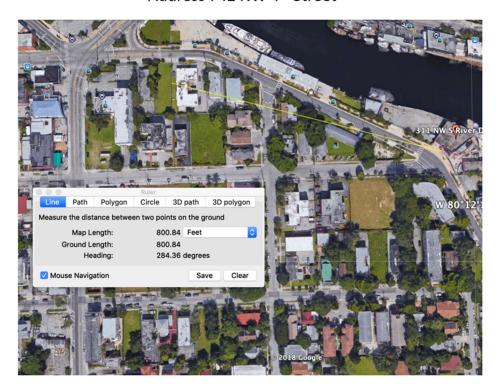
Exhibit K <u>Aerial Map Diagram Showing Distance from Subject Property to nearest T3 Zone</u>

Aerial Map – Distance from 311 NW S River Drive to T3 Zone



Exhibit L Map Identifying Potential Parking Locations

Address 742 NW 4th Street



Address 720 NW 2nd Street

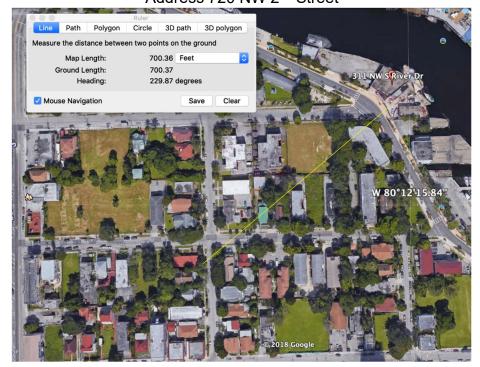


Exhibit M Section 3.11 of Miami 21

MIAMI 21

ARTICLE 3. GENERAL TO ZONES

AS ADOPTED - JANUARY 2018

3.11 WATERFRONT STANDARDS

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

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

a Waterfront Setbacks

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

b. Waterfront Walkways Design Standards:

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