



HOME » Public Benefits

Contact:

## Public Benefits Program

The intent of the public benefits program is to allow bonus building capacity in T6 zones in exchange for the developer's contribution to specific programs that provide benefits to the public.



Click on the boxes below to learn more:

<b>Affordable/ Workforce Housing</b>	<b>Brownfields</b>	<b>Civil / Civic Support</b>	<b>Green Building</b>	<b>Parks &amp; Public Space</b>	<b>Historic Preservation</b>
--	--------------------	----------------------------------	---------------------------	-------------------------------------	----------------------------------

### How it Works

- 1) Developers in T6 zones wishing to increase building capacity, by adding bonus stories, will make contributions to this fund or provide a public benefit. Any penalties incurred by developers for any projects will also be contributed to this fund.
- 2) The City Commission, upon the City Manager's recommendation, shall annually decide the allocation of funds into each correct fund: Affordable Housing Trust Fund, Public Parks and Open Space Fund, etc.

### BONUS FLR/STORY CAPACITY REGULATIONS

- T6-8** Bonus from eight (8) stories to twelve (12) - FLR 5, bonus of 25%
- T6-12** Bonus from twelve (12) stories to twenty (20) - FLR 8, bonus of 30%
- T6-24** Bonus from twenty-four (24) stories to forty-eight (48) - FLR 6, bonus of 30%
- T6-36a** Bonus from thirty-six (36) stories to sixty (60) - FLR 12, bonus of 40%
- T6-36b** Bonus from thirty-six (36) stories to sixty (60) - FLR 22, bonus of 40%
- T6-60a\*** Bonus from sixty (60) stories to unlimited stories - FLR 11, bonus to 50%
- T6-60b\*** Bonus from sixty (60) stories to unlimited stories - FLR 18, bonus to 50%
- T6-80\*** Bonus from eighty (80) stories to unlimited stories - FLR 24, bonus unlimited

\* T6-60 and T6-80 zone and height bonuses only for the Central Core areas (Downtown, Omni / Park West).

**NOTE:** Heights do not necessarily go up to the maximum available height as this depends on several factors including the size of the property, maximum density allowed, and how the building is designed.

**LEARN MORE**

[About Us](#) | [FAQ](#) | [Project Timeline](#) | [Glossary of Terms](#) | [Contact Us](#) | [Press Room](#)

[Print this Page](#)   [Send to Friend](#)   [Bookmark this page](#)   [Home](#)   [Disclaimer](#)   [Privacy](#)   **Your City, Your Plan**

Email: [Planning@miamigov.com](mailto:Planning@miamigov.com)  
Updated: Fri, 19-Apr-2024

© Copyright 2010 City of Miami Planning and Zoning Department All rights reserved.  
444 SW 2nd Avenue, Miami, FL 33130 Tel. (305)416-1400 Fax: (305)416-2156

321 NW 37 ST,  
Miami, FL 33127



Parcel ID [0131240021350](#)

Zone [T6-8-O](#)

Allowed Use(s) - Primary Residential(6), Lodging(3), Office(1), Commercial(9), Civic(4), Civic Support(5), Educational(8)

Allowed Use(s) - Accessory Office(1),

Overlays [Affordable & Attainable Mixed-Income](#), [NRD-2 Wynwood Norte](#)

All Applicable Typologies Building W/Gallery

Informational Overlays [County Future Land Use Business and Office](#), [FAA 450' Height Limitation](#), [LEED Certified](#), [Off-street bicycle parking](#)

Lot Area - Public Records 5,750 ft<sup>2</sup>

Lot Area - GIS 6,393 ft<sup>2</sup>

Maximum Lot Coverage 80%

Residential Density 150.00 Du / Acre

Floor Lot Ratio 5.00

Existing Building Area -

Maximum Building Footprint 4,599 ft<sup>2</sup>

Minimum Open Space 10.00%

Maximum Building Height -

Maximum Height - Stories 8

Maximum Residential Units Allowed 20

Maximum Lodging Rooms Allowed 40

Minimum Primary Frontage Setback 10.00 ft

Minimum Secondary Frontage Setback 10.00 ft

Minimum Side Ground Setback 0 ft

**Minimum Rear Ground Setback**

N/A

**Water Setback**

N/A

TABLE 1 BUILDING FUNCTION: USES

	T4 URBAN GENERAL		T5 URBAN CENTER		T6 URBAN CORE	CI	CS
	R	L	L	O	O		
<b>DENSITY (UNITS PER ACRE)</b>	150	150	150	150	150	150	N/A
<b>RESIDENTIAL</b>							
SINGLE FAMILY RESIDENCE	R	R	R	R	R		
COMMUNITY RESIDENCE	R	R	R	R	R		
ANCILLARY UNIT	R	R					
ANCILLARY UNIT	R		R				
TWO FAMILY RESIDENCE	R	R	R	R	R		
MULTI FAMILY HOUSING	R	R	R	R	R		
DORMITORY		R	R	R	R	E	
HOME OFFICE	R	R	R	R	R		
LIVE - WORK		R	R	R	R		
WORK - LIVE				R	R		
<b>LODGING</b>							
<b>BED &amp; BREAKFAST</b>		W	W	R	R		
<b>INN</b>		W	W	R	R		
<b>HOTEL</b>			W	R	R		
<b>OFFICE</b>							
<b>OFFICE</b>		R	R	R	R	E	
COMMERCIAL							
<b>ART GALLERY</b>			R	R	R		

	T4 URBAN GENERAL		T5 URBAN CENTER		T6 URBAN CORE	CI	CS
AUTO-RELATED COMMERCIAL ESTAB.				W	W		
ENTERTAINMENT ESTABLISHMENT			W	R	R		
ENTERTAINMENT ESTAB. - ADULT							
FOOD SERVICE ESTABLISHMENT		R	R	R	R	E	W
ALCOHOL BEVERAGE SERVICE ESTAB.		E	E	E	E		
GENERAL COMMERCIAL		R	R	R	R	E	E
MANUFACTURING-ENABLED RETAIL				W	W		
OPEN AIR FLEX USE		W	W	W	W	E	E
PLACE OF ASSEMBLY		W	R	R	R	E	
RECREATIONAL ESTABLISHMENT			W	R	R	E	
CIVIC							
COMMUNITY GARDEN	W	W	W	W			
COMMUNITY FACILITY		W	W	W	W	W	W
PRIVATELY-OWNED PUBLIC OPEN SPACE		W	R	R	R	W	W
RECREATIONAL FACILITY		R	R	R	R	E	W
RELIGIOUS FACILITY		R	R	R	R	E	W
REGIONAL ACTIVITY COMPLEX					E	E	
CIVIL SUPPORT							
COMMUNITY SUPPORT FACILITY		W	W	W	W	E	
INFRASTRUCTURE AND UTILITIES		W	W	W	W	E	W

	T4 URBAN GENERAL		T5 URBAN CENTER		T6 URBAN CORE	CI	CS
MAJOR FACILITY							
MARINA							
PUBLIC PARKING		W	W	W	W	E	
RESCUE MISSION							
TRANSIT FACILITIES		W	W	W	W	E	
<b>EDUCATIONAL</b>							
CHILDCARE		W	W	W	W	E	E
COLLEGE / UNIVERSITY			W	W	W	E	
ELEMENTARY SCHOOL		E	W	W	W	E	
LEARNING CENTER		W	R	R	R	E	E
MIDDLE / HIGH SCHOOL		E	W	W	W	E	
PRE-SCHOOL		W	R	R	R	E	
RESEARCH FACILITY		W	R	R	R	E	
SPECIAL TRAINING / VOCATIONAL		W	W	W	W	E	
<b>INDUSTRIAL</b>							
AUTO-RELATED INDUSTRIAL ESTBL.							
MANUFACTURING AND PROCESSING							
MARINE RELATED INDUSTRIAL ESTBL.							
PRODUCTS AND SERVICES							
STORAGE/ DISTRIBUTION FACILITY							

TABLE 2 T6 - URBAN CENTER ZONE

	<b>OPEN</b>
DENSITY (UPA)	150 UNITS PER ACRE
RESIDENTIAL	<p>Residential Uses are permissible as listed in Table 1, limited by compliance with: Dwelling Unit</p> <ul style="list-style-type: none"> <li>• Minimum of one and one-half (1.5) parking spaces per Dwelling Unit shall be provided on-site or off-site within a Parking Structure*; or</li> <li>• Provide one (1) space per Dwelling Unit on-site or off-site within a Parking Structure*, and provide payment-in-lieu of remaining half (½) space per Dwelling Unit of required off-</li> </ul>

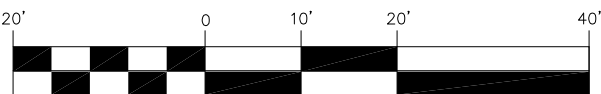
	<p><b>OPEN</b></p>
	<p>street parking into the applicable Parking Trust Fund.</p> <ul style="list-style-type: none"> <li>• Minimum of one (1) additional visitor parking space for every ten (10) Dwelling Units shall be provided on-site or off-site within a Parking Structure*.</li> </ul> <p>Dwelling Unit 650 square feet or less</p> <ul style="list-style-type: none"> <li>• Minimum of one (1) parking spaces per Dwelling Unit shall be provided on-site or off-site within a Parking Structure*, or</li> <li>• Payment-in-lieu of one (1) space per Dwelling Unit may be provided for off-street Parking into the applicable Parking Trust Fund.</li> <li>• Minimum of one (1) additional visitor parking space for every ten (10) Dwelling Units shall be provided on-site or off-site within a Parking Structure*.</li> </ul> <p>Live-work - Work component shall provide parking as required by the non-residential use in addition to parking required for the Dwelling Unit.</p> <p>Work-live - Minimum of one (1) parking spaces per Dwelling Unit shall be provided on-site or off-site within a Parking Structure*.</p> <ul style="list-style-type: none"> <li>• Minimum of one (1) additional visitor parking space for every ten (10) Work-live Units shall be provided on-site or off-site within a Parking Structure*.</li> </ul> <p>Work-live Unit in excess of 2,000 square feet shall be required to provide additional parking equivalent to the <a href="#">Office</a> requirement for the area above 2,000 square feet.</p> <p>Adult Family-Care Homes - Minimum one (1) space per staff member and one (1) space per four (4) residents.</p> <p>Community Residence - Minimum of one (1) parking space per staff member in addition to the parking required for the principal Dwelling Unit(s).</p> <p>Parking requirement may be reduced according to the Shared parking standard, Section 4, Table 3. Minimum of one (1) Bicycle Rack Space for every twenty (20) vehicular spaces required.</p> <p>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 applicable Trust Fund, as established by Chapter 35 of the City Code.</p> <p>Loading - See Section 4, Table 3</p>
<p>LODGING</p>	<p>Lodging Uses are permissible as listed in Table 1.</p> <ul style="list-style-type: none"> <li>• Minimum of one (1) parking spaces per two (2) lodging units shall be provided on-site or</li> </ul>

	<p><b>OPEN</b></p>
	<p>off-site within a Parking Structure*; or</p> <ul style="list-style-type: none"> <li>• Provide half (½) space per two (2) lodging units on-site or off-site within a Parking Structure*, and provide payment-in-lieu of remaining half (½) space per two (2) lodging units of required off-street parking into the applicable Parking Trust Fund.</li> <li>• Minimum of one (1) additional visitor parking space for every ten (10) lodging unit shall be provided on-site or off-site within a Parking Structure*.</li> </ul> <p>Parking requirement may be reduced according to the shared parking standard, Section 4, Table 3. Minimum of one (1) Bicycle Rack Space for every twenty (20) vehicular spaces required.</p> <p>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 applicable Trust Fund, as established by Chapter 35 of the City Code.</p> <p>Loading - See Section 4, Table 3</p>
<p>OFFICE</p>	<p>Office Uses are permissible as listed in Table 1.</p> <ul style="list-style-type: none"> <li>• Minimum of three (3) parking spaces for every 1,000 square feet of Office Use provided on-site or off- site within a Parking Structure*, or</li> <li>• Provide two (2) spaces per 1,000 square feet of Office Use on-site or off-site within a Parking Structure*, and provide payment-in-lieu of remaining one (1) space per 1,000 square feet of required off-street parking into the applicable Parking Trust Fund.</li> </ul> <p>Parking requirement may be reduced according to the Shared parking standard, Section 4, Table 3.</p> <p>Minimum of one (1) Bicycle Rack Space for every twenty (20) vehicular spaces required.</p> <p>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 applicable Trust Fund, as established by Chapter 35 of the City Code.</p> <p>Loading - See Section 4, Table 3</p>
<p>COMMERCIAL</p>	<p>Commercial Uses are permissible as listed in Table 1, limited by compliance with:</p> <ul style="list-style-type: none"> <li>• A maximum Floor Area of 55,000 square feet per establishment, no Waivers from this standard permitted.</li> <li>• A Principal Building with 100 feet of Principal Frontage length or more shall require Commercial Uses along a minimum of twenty five (25%) of the ground floor facade.</li> <li>• Minimum of three (3) parking spaces for every 1,000 square feet of Commercial Use provided on-site or off-site within a Parking Structure*</li> </ul>

	<p><b>OPEN</b></p>
	<ul style="list-style-type: none"> <li>• Provide two (2) spaces per 1,000 square feet of Commercial Use on-site or off-site within a Parking Structure, and provide payment-in-lieu of remaining one (1) space per 1,000 square feet of required off- street parking into the applicable Parking Trust Fund.</li> </ul> <p>MicroRetail – Maximum of one (1) parking space for every 500 square feet of MicroRetail Use shall be provided on-site or off-site within a Parking Structure*.</p> <ul style="list-style-type: none"> <li>• Parking requirement may be reduced according to the Shared parking standard, Section 4, Table 3.</li> </ul> <p>Minimum of one (1) Bicycle Rack Space for every twenty (20) vehicular spaces required.</p> <p>Auto-related - Drive-Thru or Drive-In Facilities - See Article 6.</p> <p>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 applicable Trust Fund, as established by Chapter 35 of the City Code.</p> <p>Loading - See Section 4, Table 3</p>
<p>CIVIC</p>	<p>Civic Uses are permissible as listed in Table 1, limited by compliance with:</p> <ul style="list-style-type: none"> <li>• Minimum of one (1) parking space for every five (5) seats of assembly use shall be provided on-site or off-site within a Parking Structure*.</li> <li>• Minimum of one (1) parking space for every 1,000 square feet of exhibition or recreation area, and parking spaces for other Uses as required shall be provided on-site or off-site within a Parking Structure*, or provide payment-in-lieu of one (1) space per 1,000 square feet of required off-street parking into the applicable Parking Trust Fund.</li> </ul> <p>Privately-owned Public Open Space - No parking shall be required for Privately-owned Public Open Space that is in connection with a ground floor Commercial Use and provided as a Civic Space Type standard within Article 4, Table 7 of this Code.</p> <p>Minimum of one (1) Bicycle Rack Space for every twenty (20) vehicular spaces required.</p> <p>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 applicable Trust Fund, as established by Chapter 35 of the City Code.</p> <p>Loading - See Section 4, Table 3</p>
<p>CIVIC SUPPORT</p>	<p>Civil Support Uses are permissible as listed in Table 1, limited by compliance with:</p>

	<b>OPEN</b>
	<ul style="list-style-type: none"><li>• Minimum of one (1) parking space for every 1,000 square feet of Civil Support Use shall be provided on- site or off-site within a Parking Structure*, or provide payment-in-lieu of one (1) space per 1,000 square feet of required off-street parking into the applicable Parking Trust Fund.</li><li>• Minimum of one (1) parking space for every five (5) seats of assembly use shall be provided on-site or off-site within a Parking Structure*.</li></ul> <p>Adult Daycare- Minimum of one (1) space per staff member.</p> <p>Minimum of one (1) Bicycle Rack Space for every twenty (20) vehicular spaces required.</p> <p>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 applicable Trust Fund, as established by Chapter 35 of the City Code.</p> <p>Loading - See Section 4, Table 3</p>

GRAPHIC SCALE



( IN FEET )  
1 inch = 20 ft.

# BOUNDARY SURVEY

**PROPERTY ADDRESS:**

321 NW 37th STREET, MIAMI, FL 33127, USA  
Folio# 01-3124-002-1350

**LEGAL DESCRIPTION**

Lot 22, Block 44, Bay Vista Park, according to the plat thereof, as recorded in Plat Book 5, at Page 47, of the Public Records of Miami Dade County, Florida.

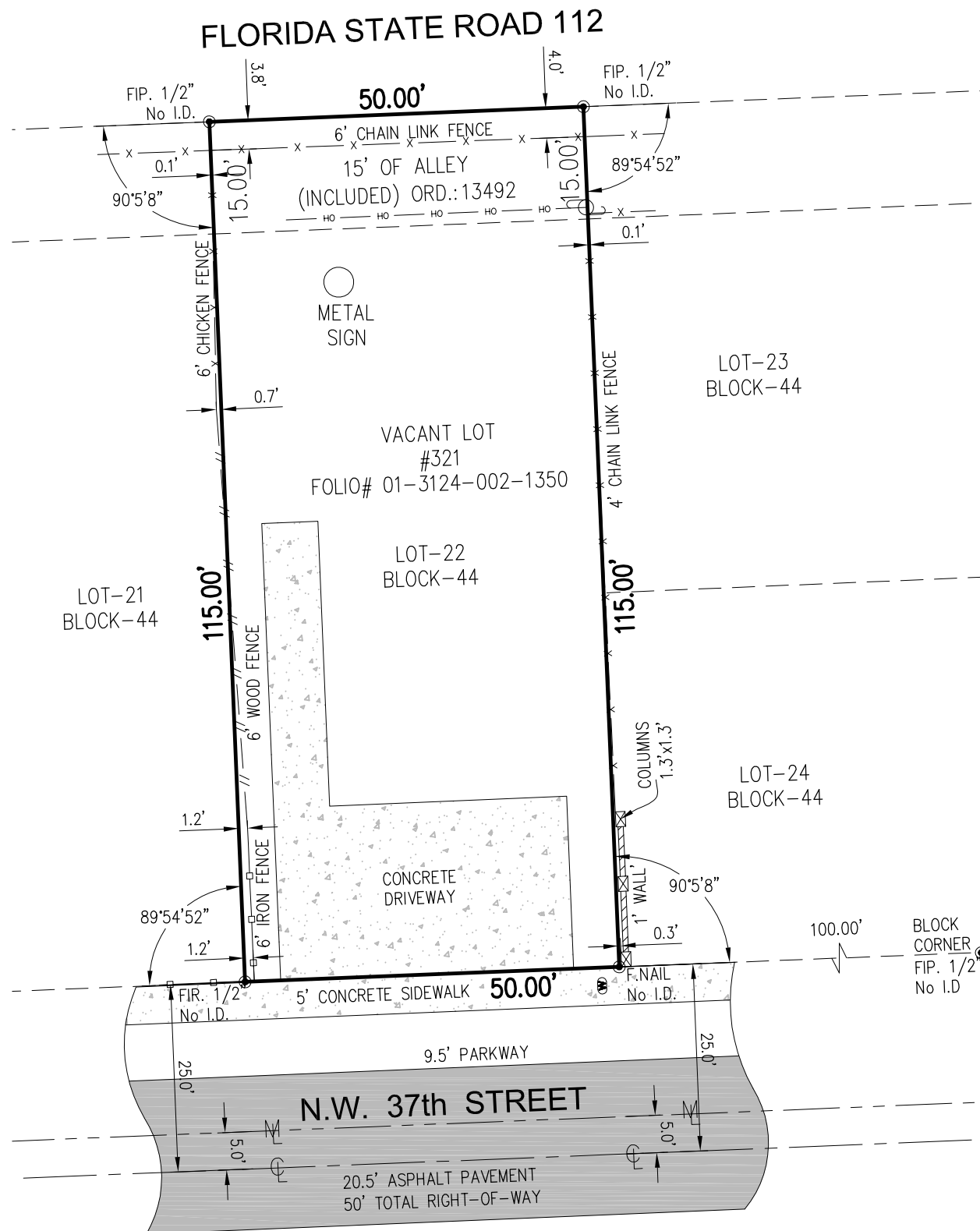
**SURVEYOR'S NOTES:**

- 1- The Legal Description was provided by the Client from most recent County Records available.
- 2- This is not a Certification of Title, Zoning, Easements, or Freedom of Encumbrances. ABSTRACT NOT REVIEWED.
- 3- There may be additional Restrictions not shown on this survey that may be found in the Public Records of this County, Examination of ABSTRACT OF TITLE will have to be made to determine recorded instruments, if any affecting this property.
- 4- No attempt was made by this firm to locate underground utilities, foundations and/or footings of buildings, walls or fences, except as shown hereon, if any.
- 5- Underground utilities are **not** depicted hereon, contact the appropriate authority prior to any design work or construction on the property herein described. Surveyor shall be notified as to any deviation from utilities shown hereon.
- 6- Contact the appropriate authority prior to any design work on the herein - described parcel for Building and Zoning information.
- 7- The surveyor does not determine fence and/or wall ownership.
- 8- Accuracy:  
The Horizontal positional accuracy of well-defined improvement on this survey is +/-0.2'.  
The Vertical accuracy of elevations of well-defined improvement on this survey is +/-0.1'.
- 9- All measurements shown hereon are made in accordance with the United States Standard Feet.
- 10- Type of survey BOUNDARY SURVEY.
- 11- North arrow direction and/or Bearings are based on an assumed meridian as shown on the aforementioned Plat.
- 12- Elevations shown hereon are relative to National Geodetic Vertical Datum (1929 Mean Sea Level) N/A.
- 13- Benchmark Used: Miami-Dade County Benchmark. Elevation = N/A.
- 14- Flood Zone Data: Community/ Panel # 12086C/0312/L Dated: 9/11/09 Flood Zone: "X" Base Flood Elevation = N/A
- 15- This SURVEY has been prepared for the exclusive use of the entities named hereon. The Certificate does not extend to any ROBERT LABRANCHE EST OF:  
  
- LILLET ABREU CUBE

**SURVEYOR'S CERTIFICATE:**

I HEREBY CERTIFY:  
That this Survey meets the intent of the required Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17.051, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Printed Copies are Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper, Digital Copies are Not valid without an electronic authorized signature of a Florida Licensed Surveyor and Mapper, The Date and Time shown on the digital signed stamp does Not represent the survey field date, Additions or deletions to this survey by other than the signing party are prohibited without written consent of the signing party.



**LEGEND**

- |                           |                     |             |                        |                     |   |                                       |                                   |                          |
|---------------------------|---------------------|-------------|------------------------|---------------------|---|---------------------------------------|-----------------------------------|--------------------------|
| — OH — Overhead Wire Line | — M — Monument Line | A=Arc       | — Existing Elevations  | — Wood Pole         | [FPL] = Florida Power                   | A/C=Air Conditioner                   | F.I.P. =Found Iron Pipe/Pin       | (P) =Platted             |
| — // — Wood Fence         | — C — Centerline    | BRG=Bearing | [CB] =Catch Basin      | [Conc.] =Conc. Pole | [LT] =Light Transformer                 | Conc. =Concrete                       | F.I.R. =Found Iron Rebar          | (R) =Record              |
| — X — Chain Link Fence    | — P — Property Line | CH=Chord    | [WM] =Water Meter      | [LP] =Light Pole    | [C.B.S.] =Concrete Block & Stucco       | C.B.S. =Concrete Block & Stucco       | F.N. =Found Nail                  | Res. =Residence          |
| — □ — Iron Fence          | [C.B.S.] =C.B.S.    | Δ=Delta     | [EB] =Electric Box     | [FH] =Fire Hydrant  | [D.E.] =Drainage Easement               | D.E. =Drainage Easement               | F.N.&D. =Found Nail & Disc        | SP/R =Set Iron Pin/Rebar |
|                           |                     | L=Length    | [SM] =Sanitary Manhole | [WV] =Water Valve   | [D.M.E.] =Drainage Maintenance Easement | D.M.E. =Drainage Maintenance Easement | L.M.E. =Lake Maintenance Easement | U.E. =Utility Easement   |
|                           |                     | R=Radius    | [SP] =Sprinkler Pump   | [Inlet] =Inlet      | [F.F.E.] =Finish Floor Elevation        | F.F.E. =Finish Floor Elevation        |                                   |                          |
|                           |                     | T=Tangent   |                        |                     |   |                                       | (M) =Measured                     |                          |

F:\DRAWING\321 NW 37 STREET RP25-1188.dwg 10/8/2025

**ROYAL POINT LAND SURVEYORS, INC.** L.B.# 7282  
info@RoyalPointLS.com  
6175 NW 153rd STREET, SUITE 321, MIAMI LAKES, FL. 33014 \* TEL: 305-822-6062 \*

DRAWN: E.I.	JOB No.: RP25-1188
CHECKED: P.J.A.	FIELD DATE: 08/20/2025
SCALE: AS NOTED	SHEET: No. 1 of 1

For the Firm Royal Point Land Surveyors, Inc LB# 7282  
 JACOB GOMIS, PROFESSIONAL SURVEYOR AND MAPPER LS# 6231 STATE OF FLORIDA  
 PABLO J. ALFONSO, PROFESSIONAL SURVEYOR AND MAPPER LS# 5880 STATE OF FLORIDA  
 This Document is not full and complete without all Sheets, Containing a total of (1) Sheets

Campanile & Associates, Inc Certificate of Authorization No. = LB-1678.

Copyright 2016 Campanile & Associates, Inc. All Rights Reserved.

The graphic representations shown hereon are the copyright of Campanile & Associates, Inc. In no event shall this material be read, used, copied or reproduced without the express written consent of the sender.

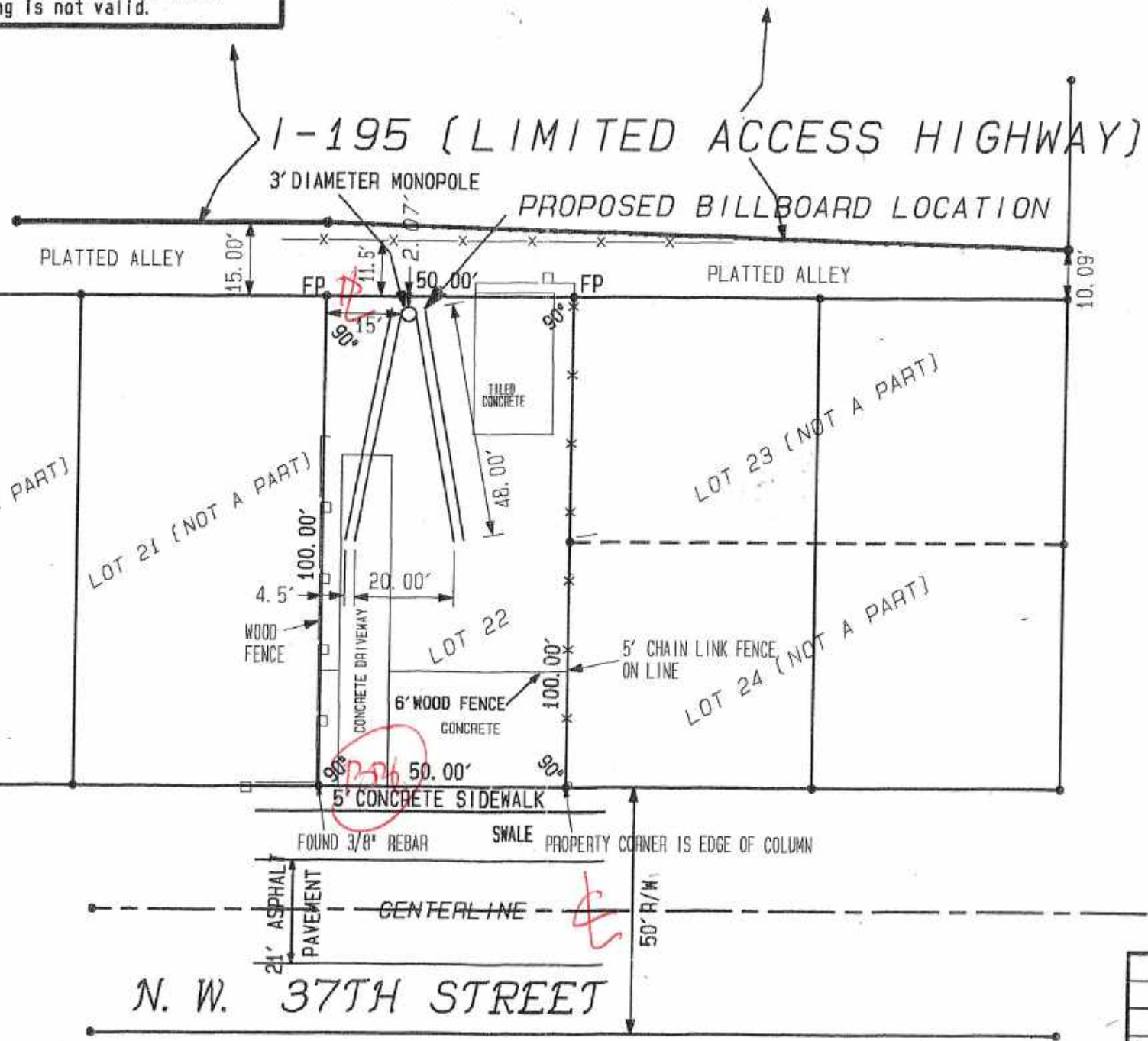
ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

If any note or mark appears on this drawing that is not produced (mechanically or otherwise) at the time of original reproduction by this firm, then this drawing is not valid.

LEGAL DESCRIPTION:

Lot 22, Block 44 "BAY VISTA PARK", according to the Plat thereof, as recorded in Plat Book 5, Page 47 of the Public Records of Miami-Dade County, Florida.

- LEGEND:
- FNLD FOUND NAIL AND DISK
  - R/W RIGHT-OF-WAY
  - CBS CONCRETE BLOCK & STUCCO
  - CLF CHAIN LINK FENCE
  - CONC CONCRETE
  - NSD NAIL AND DISK
  - PB PLAT BOOK
  - PG PAGE
  - C&G CURB & GUTTER
  - FH FIRE HYDRANT
  - CLP CONCRETE LIGHT POLE
  - CUP CONCRETE UTILITY POLE
  - CB CATCH BASIN
  - WV WATER VALVE
  - EB ELECTRIC BOX
  - WM WATER METER
  - POB POINT OF BEGINNING
  - POC POINT OF COMMENCEMENT
  - (P) PLATTED
  - WUP WOOD UTILITY POLE
  - C. COLUMN



**CITY OF MIAMI  
PUBLIC WORKS DEPARTMENT**

Date: 6/23/16 Plan #/Purpose: 201600745001 9154

APPROVED

APPROVED SUBJECT TO NOTATIONS AND CORRECTIONS AS INDICATED

DISAPPROVED, REVISE AS INDICATED BY NOTATIONS AND CORRECTIONS, AND RESUBMIT

Checking of plans and submittals is limited to conformance with general design standards only. It is not intended to be a verification of the items, or total material required. Approval shall not relieve the applicant, design professional, or contractor of the responsibility for details of design, correct dimensions for proper fitting, capacity, performance, permitting, construction, or any other requirements of the project.

REVIEWER: [Signature] CHECKED: \_\_\_\_\_

NPDES City Permit #: \_\_\_\_\_ Area (acres): \_\_\_\_\_

FDEP Permit #: \_\_\_\_\_ NPDES Reviewer: \_\_\_\_\_

NOTES:

Examination of the Abstract of Title will have to be made to determine the recorded instruments, if any, affecting this property.

Bearings along right-of-way line shown are all bearings obtained from Florida Department of Transportation Right-of-Way Map.

Address of property is 321 N.W. 37th Street.

The specific purpose of this Specific Purpose Survey is to determine the improvements to the property. This is not a boundary survey.

No.	DATE	REVISION DESCRIPTION	BY	CHK.	APV.
1.	5-19-2016	UPDATE	AC		

PROJECT# 5086	DATE 10-6-2015	<b>SPECIFIC PURPOSE SURVEY</b> for Carter-Pritchett-Hodges Advertising of 321 N.W. 37TH STREET (Folio Number 01-3124-002-1350)
DRAWN AC	CHECKED	
FIELD BOOK; 323	PAGES 38	
DRAWING# 5086	SCALE 1" = 30'	

**CAMPANILE & ASSOCIATES, INC.**  
ENGINEERS PLANNERS SURVEYORS

**C&A**

6420 MAHI DRIVE  
CORAL GABLES, FLORIDA 33158  
(305) 971-1988  
ACAMPAN@AOL.COM

**CAMPANILE & ASSOCIATES, INC.**  
Louis R. Campanile  
BY: LOUIS R. CAMPANILE, PRESIDENT  
PROFESSIONAL SURVEYOR AND MAPPER No. 1224  
STATE OF FLORIDA

THIS SURVEY IS NOT VALID UNLESS SEALED WITH AN IMPRESSION SEAL OF THE ABOVE NAMED PROFESSIONAL

**REPORT OF SUBSURFACE EXPLORATION**

**NEW BILLBOARD**  
321 N.W. 37<sup>th</sup> Street  
Miami, Miami-Dade County, Florida



**Issued:**

**OCTOBER 2015**

**Prepared For:**

**CARTER OUTDOOR ADVERTISING**  
10675 S.W. 186<sup>th</sup> Street  
Miami, Florida 33157-6719

**WINGERTER LABORATORIES, INC.**  
1820 N.E. 144<sup>th</sup> Street  
North Miami, Florida 33181



*Engineering Testing and Inspection Service*

Established 1949

October 16, 2015

Carter Outdoor Advertising  
Attention: Mr. Bo Hodges  
10675 S.W. 186<sup>th</sup> Street  
Miami, Florida 33157-6719

Reference: Report of Standard Penetration Test Boring  
Project: New Billboard  
321 N.W. 37<sup>th</sup> Street  
Miami, Miami-Dade County, Florida

WLI Order No. 15-1349

Gentlemen:

We are pleased to present this report of our subsurface soil exploration for the above referenced project. This service was performed in general accordance with our Professional Services Agreement dated October 5, 2015. The purpose of this investigation was to obtain specific subsurface data for your firm for the construction of an advertising billboard at the above referenced project location, in Miami, Miami-Dade County, Florida. Our subsurface exploration consisted of one 50 foot Standard Penetration Test Boring performed on October 13, 2015 at the subject site as shown on the attached Boring Location Map.

Soil samples are retained by **WLI** for a period of 30 days only, unless specifically requested otherwise by the client. The test boring location was marked in the field by **WLI**, using approximate methods. No degree of accuracy is stated or implied. The elevation was not established for the test boring location. The depth reported on the logs represent depths below the existing ground surface as they existed on the date drilled. The client is cautioned that if subsequent filling or excavation of the site occurs, the reported depth must be so adjusted. **WLI** can not assume responsibility for the accuracy of reported depths if the site is disturbed subsequent to the date drilled.

Field work was performed using standard truck-mounted drilling equipment. Soil samples (disturbed) were obtained in accordance with ASTM D-1586 utilizing a 2-foot long, 2-inch diameter split spoon sampler which is advanced by successive blows of a 140 pound hammer free-falling 30 inches. The number of blows for each 6 inches of penetration is recorded. The sum of the second and third blow counts for each 2-foot sampling interval constitutes the Standard Penetration Resistance in blows per foot, which is referred to as the "N" Value. The following tables may be used in interpreting the consistency of the materials based on the "N" Value:

1820 N.E. 144<sup>th</sup> Street • North Miami, FL 33181 • (305) 944-3401 • 1-800-345-SOIL • Fax: (305) 949-8698

Broward: (954) 764-0472 • Dispatch Fax: (305) 949-1328

STEEL • CEMENT • CONCRETE • PAVEMENT INSPECTIONS • TEST BORINGS • SPECIFICATIONS • CONSULTATIONS

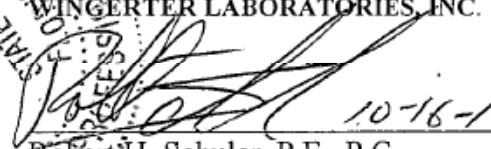
Florida Certificate # F-614

**SOIL CONSISTENCY vs. "N VALUE"**

Cohesionless	Soils	Cohesive	Soils	Rock and	Gravels
"N Value" (blows/ft)	Consistency Designation	"N Value" (blows/ft)	Consistency Designation	"N Value" (blows/ft)	Consistency Designation
0 to 4	Very Loose	0 to 2	Very Soft	0 to 25	Loose or Soft
5 to 10	Loose	3 to 4	Soft	26 to 50	Medium Dense
11 to 30	Medium Dense	5 to 8	Medium	51 to 90	Dense
31 to 50	Dense	9 to 15	Stiff	-	-
50 or More	Very Dense	16 to 30	Very Stiff	-	-
-	-	31 or More	Hard	-	-

The Standard Penetration Test, "N" value curve shown on the boring logs indicates the general variation of the "N" value throughout the depth of the boring. This curve is plotted in a straight line which connects each "N" value. However, it should not be assumed that the changes in the "N" value are a linear function. The graphical representations shown on the boring logs should not be substituted for the actual material descriptions included in the logs.

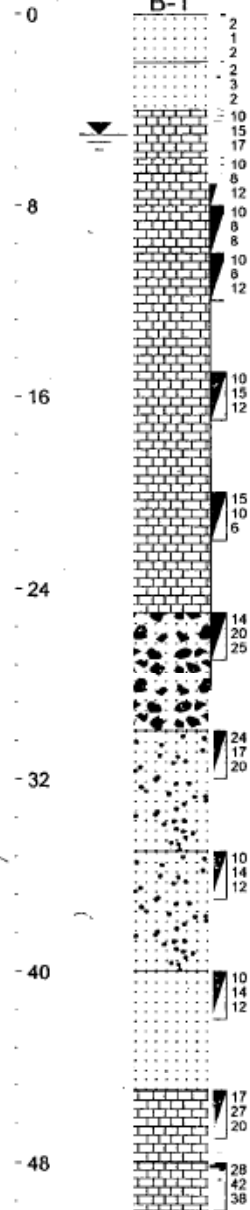
We appreciate this opportunity to be of service to you during this phase of the project. If you have any questions or comments regarding the information contained in this report, please contact the undersigned at 305-944-3401, extension 2 or [rhs@wingerterlab.com](mailto:rhs@wingerterlab.com).

Respectfully submitted,  
**WINGERTER LABORATORIES, INC.**  
  
 Robert H. Schuler, P.E., P.G.  
 Florida Registration No. 34715  
 10-16-11

In accordance with Rule 61G15-23.001 of the Florida Administrative Code, an original signature is hereby provided for the owner (or owner's representative) and the building official.

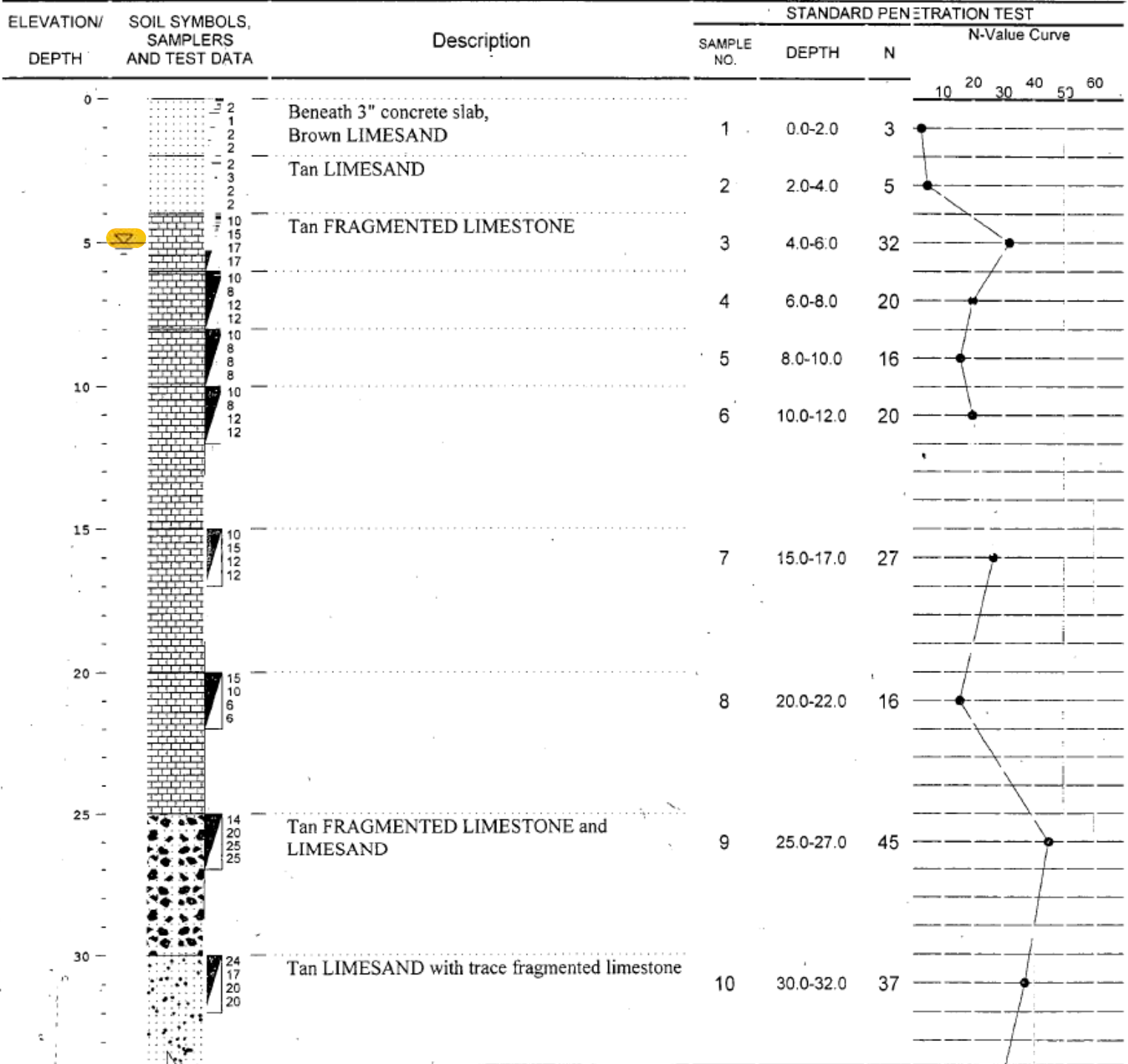
# LOG OF BORINGS

New Billboard  
B-1



**PROJECT:** New Billboard  
**CLIENT:** Carter Outdoor Advertising  
**LOCATION:** 321 N.W. 37th Street, Miami FL  
**DRILLER:** JC  
**DRILL RIG:** CMS  
**DEPTH TO WATER > INITIAL** 5'-5" : 5'-5"

**PROJECT NO.:** 15-1349  
**DATE DRILLED:** 10/13/2015  
**ELEVATION:** existing  
**LOGGED BY:** ET



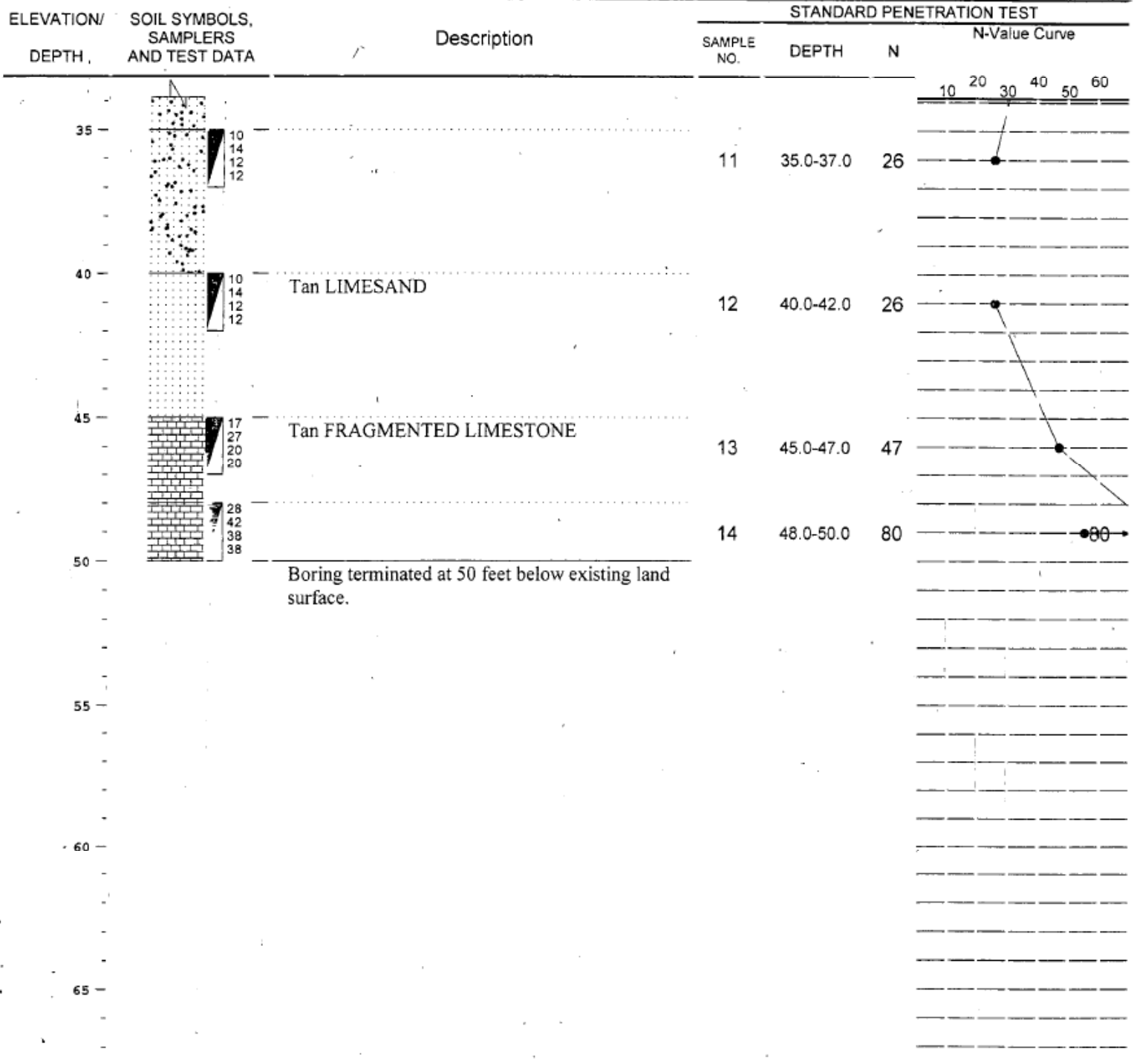
SE corner of parcel

This information pertains only to this boring and should not be interpreted as being indicative of the site.

Figure

**PROJECT:** New Billboard  
**CLIENT:** Carter Outdoor Advertising  
**LOCATION:** 321 N.W. 37th Street, Miami FL  
**DRILLER:** JC  
**DRILL RIG:** CMS  
**DEPTH TO WATER > INITIAL** 5'-5" : 5'-5"

**PROJECT NO.:** 15-1349  
**DATE DRILLED:** 10/13/2015  
**ELEVATION:** existing  
**LOGGED BY:** ET



SE corner of parcel

This information pertains only to this boring and should not be interpreted as being indicative of the site.

# KEY TO SYMBOLS

Symbol Description

## Strata symbols



Sand



Limestone



Fragmented limestone and limesand



Sand with trace fragmented limestone

## Misc. Symbols



Water table during  
drilling



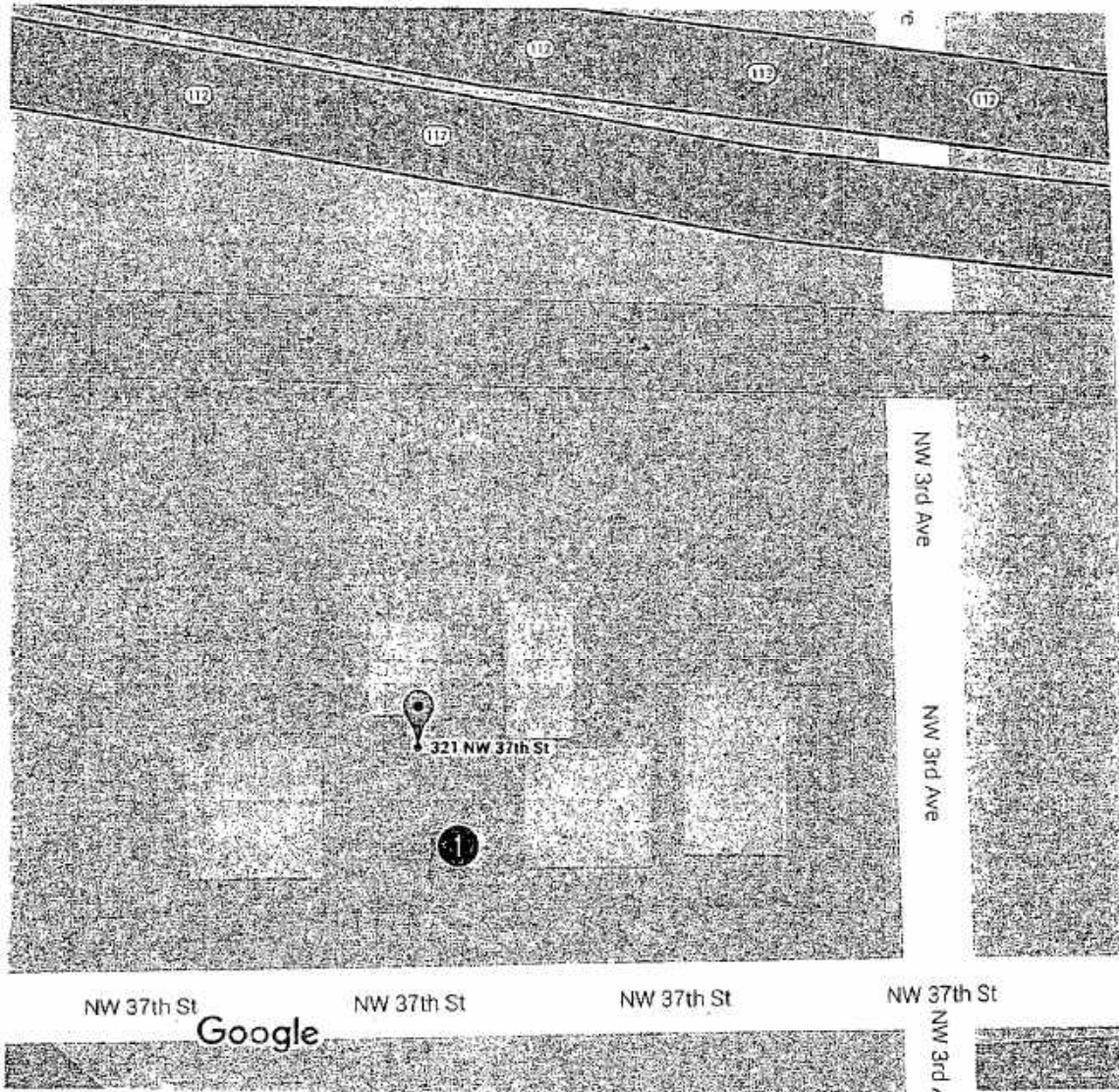
Boring continues


## Soil Samplers



Standard penetration test

# TEST BORING LOCATION MAP



 Test Boring Location



**Professional Engineering & Testing**

1820 N.E. 144<sup>th</sup> Street, North Miami, Florida 33161

Carter Outdoor Advertising  
Project: New Billboard  
321 N.W. 37<sup>th</sup> Street  
Miami, Miami-Dade County, Florida

WLI Order No. 15-1349

DAVID G. STANBRA, PE  
STRUCTURAL CONSULTING ENGINEER

Florida Professional Engineer NO. 35303  
Key West Professional Centre  
1342 Colonial Blvd. Suite 61  
Fort Myers, Florida 33907

JOB FULL FLAG TO 75'0" JOB # 165-16

321 N.W. 37<sup>th</sup> STREET, MIAMI

SHEET NO. 1 OF 6

CALCULATED BY DGS DATE MAY 6/16

Ph: (239) 275-4475 Fax: (239) 275-6883

DESIGN IS IN ACCORDANCE WITH THE FLORIDA BUILDING CODE  
5<sup>th</sup> EDITION (2014) INCLUDING SECTION 1620 FOR RISK CATEGORY 1,  
FIGURE 1609.C,  $V_{ULT} = 165 \text{ mph}$ ,  $V_{ASD} = 130 \text{ mph}$ , EXPOSURE "C"

$$q_z = 0.00256 K_z K_{zt} K_d (V_{ASD})^2$$

$$= 0.00256 (1.19) (1.0) (0.85) (130)^2$$

$$= 43.8 \text{ psf}$$

HEIGHT TO 75' ABOVE GRADE

$$F = q_z G C_f A_s$$

$$= 43.8 (0.85) 1.8 (17 \times 48')$$

$$= 54,683 \text{ \#}$$



$$C_f \Rightarrow \frac{s/H}{B/S} = \frac{17/75}{48/17} = 0.23$$

$$C_f = 1.8$$

$$\text{TOTAL SL6N LOAD} = 54.7 \text{ k} @ (75 - 17/2)$$

$$= 54.7 \text{ k} \times 66.5'$$

$$= 3638 \text{ k-ft}$$

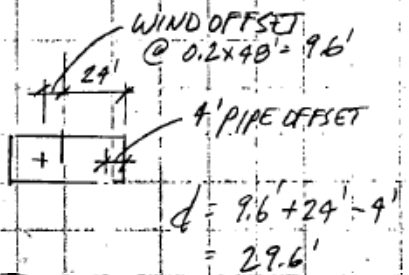
$$\text{PIPE WIND LOAD} = 1' \times (75 - 17) \times 43.8 \times 0.85 \times 1.8 \times 0.6 \text{ (CURVED SURFACE)}$$

$$= (232 \text{ FT}^2 \times 40.2 \text{ psf}) @ 58/2$$

$$= 270 \text{ k-ft}$$

$$M_{\text{BASE (BENDING)}} = 3638 \text{ k-ft} + 270 \text{ k-ft} = 3908 \text{ k-ft}$$

$$M_{\text{BASE (TENSION)}} = 54.7 \text{ k} \times d = 54.7 \text{ k} \times 29.6' = 1619 \text{ k-ft}$$



$$M_{\text{TOTAL @ BASE}} = \sqrt{(3908 \text{ k-ft})^2 + (1619 \text{ k-ft})^2}$$

$$= 4230 \text{ k-ft}$$



DAVID G. STANBRA, PE  
STRUCTURAL CONSULTING ENGINEER

Florida Professional Engineer NO. 35303  
Key West Professional Centre  
1342 Colonial Blvd. Suite 61  
Fort Myers, Florida 33907

JOB FULL FLAG JOB # 165-16  
321 N.W. 37<sup>th</sup> STREET, MIAMI  
SHEET NO. 2 OF 6  
CALCULATED BY DGS DATE MAY 6/16

Ph: (239) 275-4475 Fax: (239) 275-6883

FROM WINGERTEN LABS - TEST BORING LOG.

SOIL "N" @ .33d  $\approx$  27

° MEDIUM DENSE COHESIONLESS SOILS

ALLOWABLE PASSIVE PRESSURE = 300 PSF

SEE ATTACHED ENERCALC ENGINEERING SOFTWARE  
CALCULATION SHEET

$$\begin{aligned} \text{TOTAL LATERAL LOAD FROM PAGE 1} &= 54,683^{\#} @ 66.5' = 3638^{\text{1-k}} \\ &+ 9,326^{\#} @ 29' = 270^{\text{1-k}} \\ \Sigma &= 640^{\text{k}} \qquad \Sigma = 3908^{\text{1-k}} \\ \frac{3908^{\text{1-k}}}{64^{\text{k}}} &= 61.1' \end{aligned}$$

EQUIVALENT LOADING  
= 64,000# @ 61.1'

REQUIRED EMBEDMENT DEPTH 41.0', SEE  
ATTACHED POLE EMBEDMENT ANALYSIS.

USE 41'-0" DEEP EMBEDMENT X 6'-0" DIAMETER



David G. Stanbra, PE  
 1342 Colonial Blvd.  
 Suite #61  
 Fort Myers, FL 33907  
 239-275-4475

Title: *FULL PAGE* Job # *165-16*  
 Dsgnr: *DGS* Date: 10:02AM, 6 MAY 16  
 Description: *321 N.W. 37<sup>TH</sup> STREET, MIAMI*  
 Scope: *FOUNDATION DESIGN*

Rev. 550100  
 User: KW-0604851, Ver 5.5.0, 25-Sep-2001  
 (c)1983-2001 ENERCALC Engineering Software

**Pole Embedment in Soil**

Page 1

Description      Circular pole with Point & Uniform Loads

**General Information**

Allow Passive	300.00 pcf	Applied Loads...	
Max Passive	1,500.00 psf	Point Load	64,000.00 lbs
Load duration factor	1.330	distance from base	61.100 ft
Pole is Circular		Distributed Load	0.00 #/ft
Diameter	72.000 in	distance to top	3.000 ft
No Surface Restraint		distance to bottom	0.000 ft

**Summary**

**Moments @ Surface...**

Point load	##### ## ft-#	Total Moment	3910400.00 ft-#
Distributed load	0.00	Total Lateral	64,000.00 lbs

**Without Surface Restraint...**

Required Depth	41.026 ft
Press @ 1/3 Embed...	
Actual	1,596.00 psf
Allowable	1,596.00 psf



**REPORT OF SUBSURFACE EXPLORATION**

**NEW BILLBOARD  
321 N.W. 37<sup>th</sup> Street  
Miami, Miami-Dade County, Florida**



**Issued:**

**OCTOBER 2015**

**Prepared For:**

**CARTER OUTDOOR ADVERTISING  
10675 S.W. 186<sup>th</sup> Street  
Miami, Florida 33157-6719**

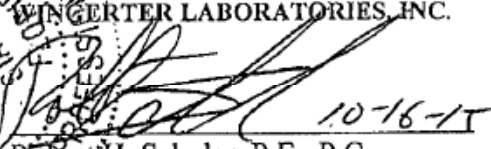
**WINGERTER LABORATORIES, INC.  
1820 N.E. 144<sup>th</sup> Street  
North Miami, Florida 33181**

**SOIL CONSISTENCY vs. "N VALUE"**

Cohesionless "N Value" (blows/ft)	Soils Consistency Designation	Cohesive "N Value" (blows/ft)	Soils Consistency Designation	Rock and "N Value" (blows/ft)	Gravels Consistency Designation
0 to 4	Very Loose	0 to 2	Very Soft	0 to 25	Loose or Soft
5 to 10	Loose	3 to 4	Soft	26 to 50	Medium Dense
11 to 30	Medium Dense	5 to 8	Medium	51 to 90	Dense
31 to 50	Dense	9 to 15	Stiff	-	-
50 or More	Very Dense	16 to 30	Very Stiff	-	-
-	-	31 or More	Hard	-	-

The Standard Penetration Test, "N" value curve shown on the boring logs indicates the general variation of the "N" value throughout the depth of the boring. This curve is plotted in a straight line which connects each "N" value. However, it should not be assumed that the changes in the "N" value are a linear function. The graphical representations shown on the boring logs should not be substituted for the actual material descriptions included in the logs.

We appreciate this opportunity to be of service to you during this phase of the project. If you have any questions or comments regarding the information contained in this report, please contact the undersigned at 305-944-3401, extension 2 or [rhs@wingertlab.com](mailto:rhs@wingertlab.com).

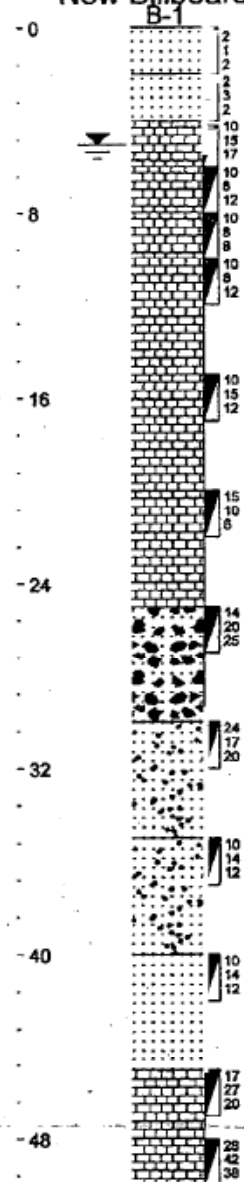
Respectfully submitted,  
  
 WINGERT LABORATORIES, INC.  
 Robert H. Schuler, P.E., P.G.  
 Florida Registration No. 34715



In accordance with Rule 61G15-23.001 of the Florida Administrative Code, an original signature is hereby provided for the owner (or owner's representative) and the building official.

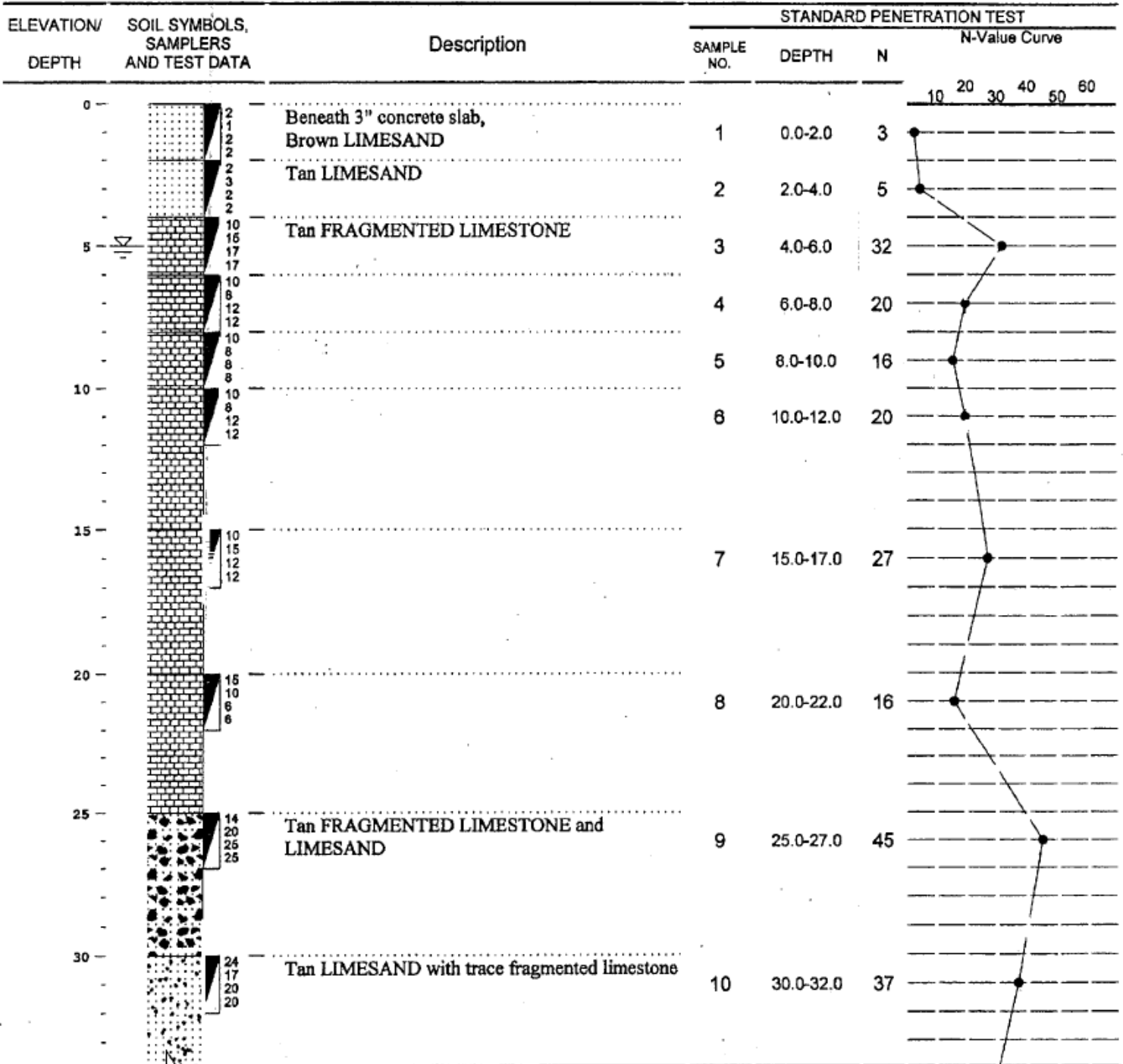
# LOG OF BORINGS

New Billboard



PROJECT: *New Billboard*  
 CLIENT: *Carter Outdoor Advertising*  
 LOCATION: *321 N.W. 37th Street, Miami FL*  
 DRILLER: *JC*  
 DRILL RIG: *CMS*  
 DEPTH TO WATER > INITIAL 5'-5" : 5'-5"

PROJECT NO.: *15-1349*  
 DATE DRILLED: *10/13/2015*  
 ELEVATION: *existing*  
 LOGGED BY: *ET*

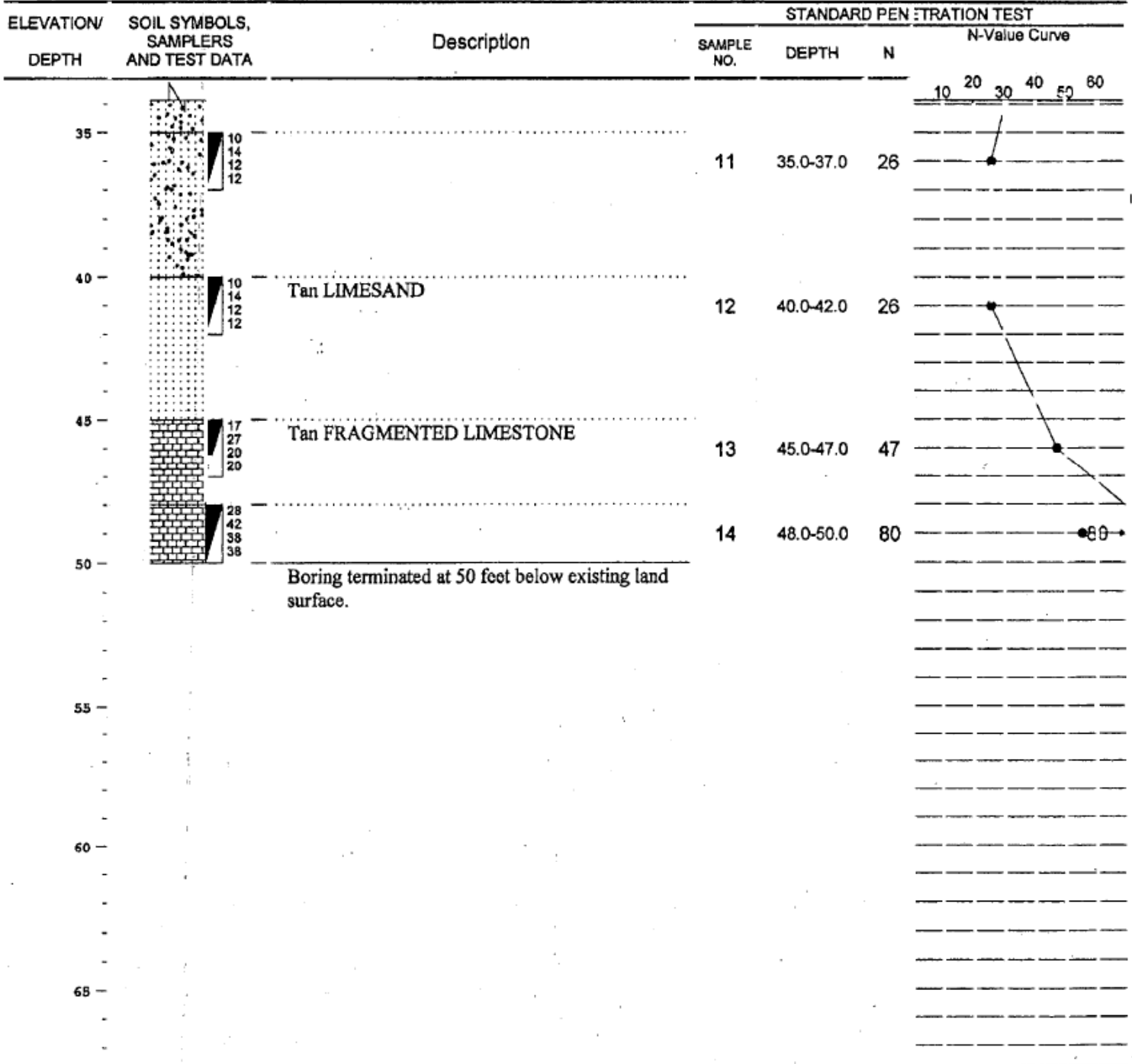


SE corner of parcel

This information pertains only to this boring and should not be interpreted as being indicative of the site.

PROJECT: *New Billboard*  
 CLIENT: *Carter Outdoor Advertising*  
 LOCATION: *321 N.W. 37th Street, Miami FL*  
 DRILLER: *JC*  
 DRILL RIG: *CMS*  
 DEPTH TO WATER> INITIAL 5'-5" : 5'-5"

PROJECT NO.: *15-1349*  
 DATE DRILLED: *10/13/2015*  
 ELEVATION: *existing*  
 LOGGED BY: *ET*



SE corner of parcel

This information pertains only to this boring and should not be interpreted as being indicative of the site.

Figure

---

# KEY TO SYMBOLS

Symbol Description

## Strata symbols



Sand



Limestone



Fragmented limestone and limesand



Sand with trace fragmented limestone

## Misc. Symbols



Water table during  
drilling



Boring continues

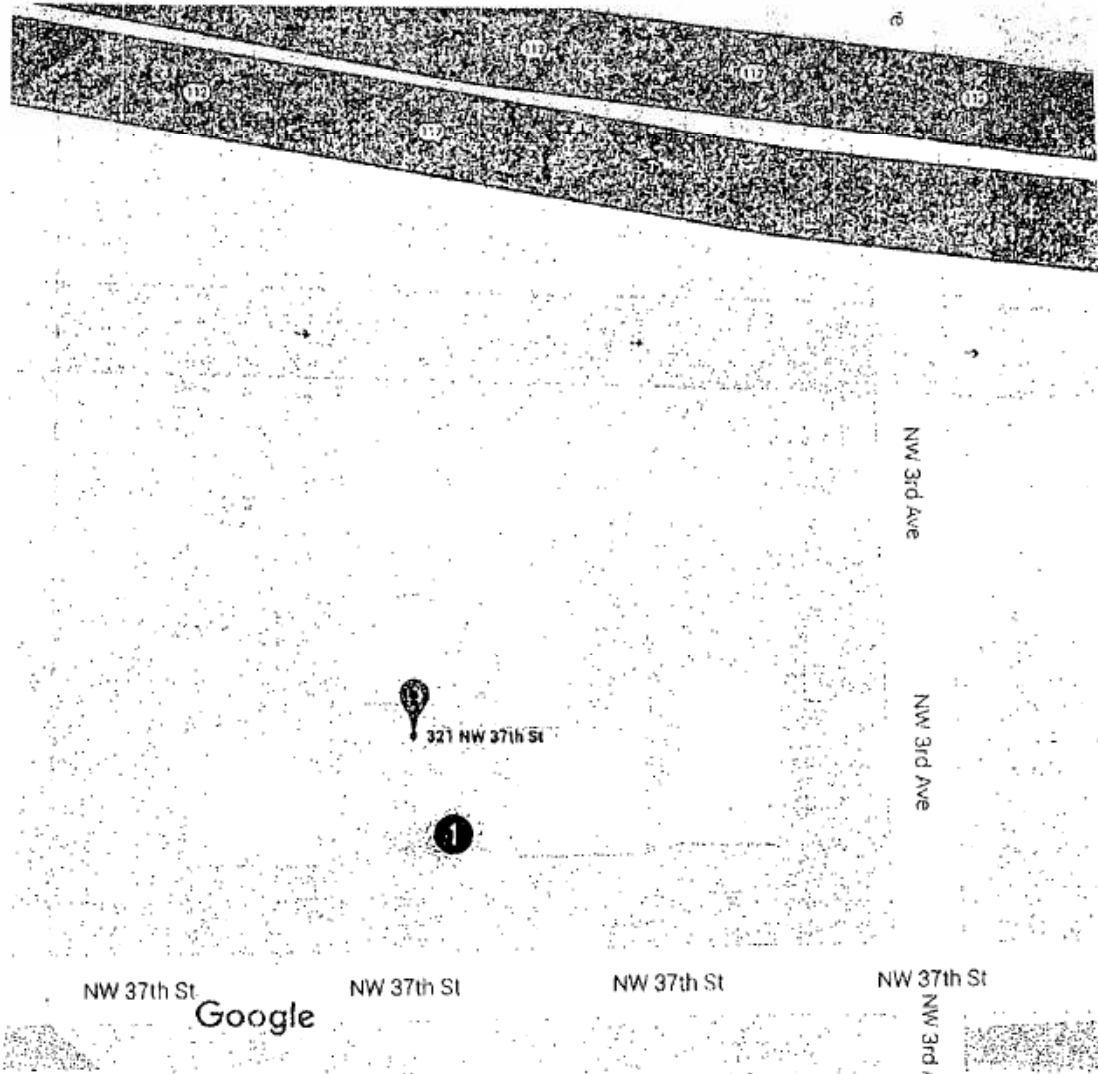
## Soil Samplers



Standard penetration test

---

TEST BORING LOCATION MAP



● Test Boring Location



Professional Engineering & Testing

1820 N.E. 144<sup>th</sup> Street, North Miami, Florida 33161

Carter Outdoor Advertising  
Project: New Billboard  
321 N.W. 37<sup>th</sup> Street  
Miami, Miami-Dade County, Florida

WLI Order No. 15-1349

DAVID G. STANBRA, PE  
STRUCTURAL CONSULTING ENGINEER

Florida Professional Engineer NO. 35303  
Key West Professional Centre  
1342 Colonial Blvd. Suite 61  
Fort Myers, Florida 33907

JOB FULL FLAG JOB # 165-16  
321 N.W 37<sup>TH</sup> STREET, MIAMI  
SHEET NO. 3 OF 6  
CALCULATED BY DGS DATE MAY 6/16

Ph: (239) 275-4475 Fax: (239) 275-6883

CHECK 48" DIAMETER PIPE  $t_{wall} = 0.875"$

$$S_{PIPE} = 0.098175 \frac{(48)^4 - (46.25)^4}{48} = 1499 \text{ IN}^3$$

$$f_{ALLOW} = 60 \text{ ksi} \times 0.6 = 36 \text{ ksi}$$

$$f_{ACTUAL} = \frac{M}{S} = \frac{4230 \text{ ft} \times 12 \text{ in}}{1499 \text{ IN}^3} = 33.9 \text{ ksi} < 36 \text{ ksi} \quad \underline{OK}$$

BOLTED CONNECTION 1'-0" ABOVE GRADE

$$M_b = 64.0 \text{ k} \times 60.1' = 3846 \text{ ft-k}$$

$$V_{HORIZ} = 64.0 \text{ k}$$

*D. Stanbra*  
MAY 6/16

USING 24 BOLT PATTERN 15" BETWEEN BOLTS

CHECK 1 3/4" DIA A354 GRBD  $f_y = 130 \text{ ksi} \times 0.6 = 78 \text{ ksi}$

$$I_{BOLTS} = 2.40 \text{ IN}^2 \left[ 2(2 \text{ IN})^2 + 4(26.06 \text{ IN})^2 + 4(23.38 \text{ IN})^2 \right. \\ \left. + 4(19.06 \text{ IN})^2 + 4(13.5 \text{ IN})^2 + 4(7 \text{ IN})^2 \right]$$

$$= 2.40 \text{ IN}^2 \left[ 1458 \text{ IN}^2 + 2716 \text{ IN}^2 + 2186 \text{ IN}^2 \right. \\ \left. + 1453 \text{ IN}^2 + 729 \text{ IN}^2 + 196 \text{ IN}^2 \right]$$

$$= 2.40 \text{ IN}^2 \left[ 8738 \text{ IN}^2 \right]$$

$$= 20971 \text{ IN}^4$$

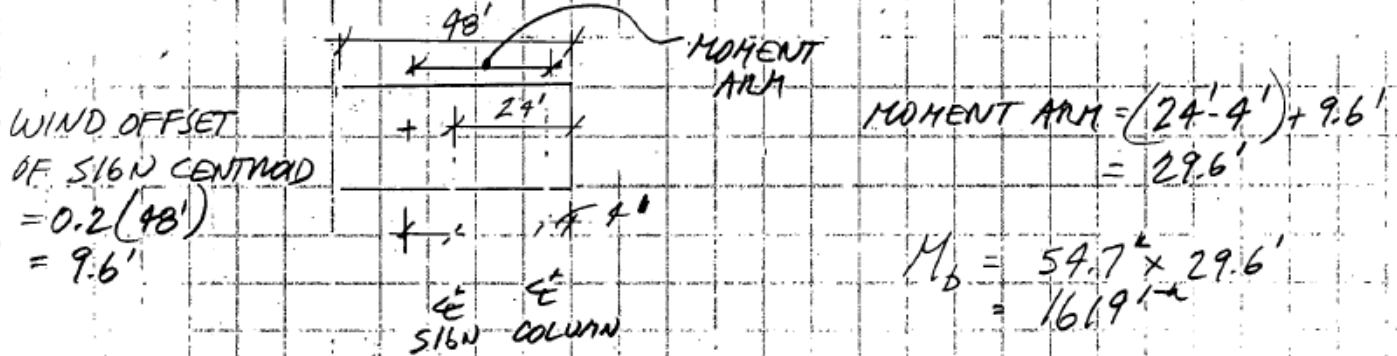
$$f_c \text{ BOLT} = \frac{M_c}{I} = \frac{3846 \text{ ft-k} \times 12 \text{ in} \times 27 \text{ in}}{20971 \text{ IN}^4} = 59.4 \text{ ksi} < 78 \text{ ksi} \quad \underline{OK}$$

ALLOW BOLT SHEAR FOR 1 1/2" DIA. = 70.7 k/BOLT

$$V_{ACTUAL} = \frac{64.0 \text{ k}}{24 \text{ BOLTS}} = 2.7 \text{ k/BOLT} < 70.7 \text{ k/BOLT} \quad \underline{OK}$$

HORIZONTAL SUPPORT PIPE

FROM PAGE 1 TOTAL SIGN FACE LOAD = 59.7'



CHECK 30" DIAMETER X 0.875" THICK

$F_y = 60 \text{ ksi}$   
 $f_u = 60 \text{ ksi} \times 0.6 = 36 \text{ ksi}$

$S_{30} = 0.098175 \left( \frac{(30 \text{ in})^4 - (28.25 \text{ in})^4}{30} \right)$   
= 566 in<sup>3</sup>

$f_{ACTUAL} = \frac{M}{S} = \frac{1669 \text{ ft-k} \times 12 \text{ in/ft}}{566 \text{ in}^3} = 34.3 \text{ ksi} < 36 \text{ ksi} \text{ OK}$

D. Stanbra  
MAY 6/16

Ph: (239) 275-4475 Fax: (239) 275-6883

SIGNAGE VERTICALS @ 10'0" @ W8X13

WIND LOAD TO VERTICALS

$$F = q_z G C_f A \text{ FROM PAGE 1}$$

$$\text{PRESSURE} = q_z G C_f = 43.8 (0.85) (1.8)$$

$$= 67.0 \text{ psf}$$

$$W = 10' @ \times 67.0 \text{ psf}$$

$$= 670 \#/1$$

VERTICAL SPAN @ STRUTS  $8' - 3" - 4" + 6" = 8' - 5" = 8.4'$

$$M = \frac{0.67 \#/1 (8.4)^2}{8} = 5.9 \text{ k-in}$$

W8X13 UNBRACED LENGTH = 8.4'  $M_{Rz} = 12.5 \text{ k-in} > 5.9 \text{ k-in}$  OK

CANTILEVERED PORTION 5.25' (MAX)

$$M = \frac{0.67 (5.25)^2}{2} = 9.2 \text{ k-in}$$

W8X13 UNBRACED LENGTH = 2(L) = 10.5'  $M_{Rz} = 10.0 \text{ k-in} > 9.2 \text{ k-in}$  OK

CHECK HORIZONTAL ANGLES @ 4'-3" MAX @ CONTINUOUS L5X3X5/16 L.L.H.

$$W = 67.0 \text{ psf} \times 4.25 = 285 \#/1 \text{ DESIGN LOAD} \rightarrow 10' \times 285 \#/1 = 2850 \#$$

SPAN CHARTS / UNEQUAL LEGS - FORCE PARALLEL TO LONG LEG

$$F_y = 36 \text{ ksi} \rightarrow \text{CAPACITY } 3020 \# > 2850 \# \text{ OK}$$

$$\text{OR } F_y = 52 \text{ ksi} \rightarrow \text{CAPACITY USING } L5X3X5/16 \text{ L.L.H.}$$

$$2990 \# > 2850 \# \text{ OK.}$$

ALTERNATE HORIZ ANGLES L.L.H.

D. Stanbra  
MAY 6/16

DAVID G. STANBRA, PE  
STRUCTURAL CONSULTING ENGINEER

Florida Professional Engineer NO. 35303  
Key West Professional Centre  
1342 Colonial Blvd. Suite 61  
Fort Myers, Florida 33907

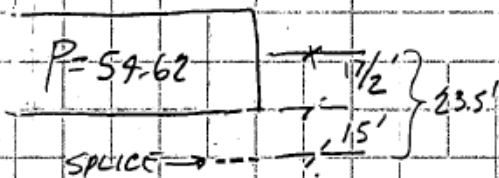
Ph: (239) 275-4475 Fax: (239) 275-6883

JOB FULL FLAG JOB # 165-16  
321 N.W. 37<sup>TH</sup> STREET, MIAMI  
SHEET NO. 6 OF 6  
CALCULATED BY DGS DATE MAY 6/16

SPLICE ALTERNATE OF MAIN POLE USING 15' MAX PIPE LENGTH

CHECK 36" DIA x 0.15" STEEL PIPE  $f_y = 60 \text{ ksi}$   $S_x = 717 \text{ in}^3$

CHECK MOMENT @ NEW SPLICE



3.0" DIA. PIPE WIND LOAD

$$P_{\text{PIPE}} = 3' \times 15' \times 43.8 \times 0.6 / 1000 = 1.2^k$$

$$M_{\text{@ SPLICE}} = 54.62^k \times 23.5' = 1284^{\text{ft-k}}$$

$$+ M_{\text{@ SPLICE (PIPE LOAD)}} = 1.2^k \times 7.5' = 9^{\text{ft-k}}$$

$$\hline 1293^{\text{ft-k}}$$

$$M_{\text{TOTAL @ HIGH SPLICE}} = \sqrt{(1293^{\text{ft-k}})^2 + (1619^{\text{ft-k}})^2} = 2072^{\text{ft-k}}$$

$$F_{\text{ALLOW}} = 60 \text{ ksi} \times 0.6 = 36 \text{ ksi}$$

$$f_{\text{ACTUAL}} = \frac{M}{S} = \frac{2072^{\text{ft-k}} \times 12^{\text{in/ft}}}{717 \text{ in}^3} = 34.7 \text{ ksi} < 36.0 \text{ ksi} \text{ OK}$$

D. Stanbra  
MAY 6/16

## ASSIGNMENT OF LEASE

THIS ASSIGNMENT OF LEASE dated July 20, 2022 is by Irie & Ira Productions, LLC, whose address is: P.O. Box 371604 Miami, FL 33137, hereinafter called the "Assignor", to the Estate of Robert Labranche, whose address is in c/o Harry C. Palmer III, Esq., P.O. Box 330232, Miami, FL 33233 hereinafter called the "Assignee".

### WITNESSETH:

WHEREAS, the Probate Division of the Circuit Court of Eleventh Judicial Circuit in and for Miami Dade County, entered an order setting forth Findings of Fact, Conclusions of Law and Order on Petitioner Irie & Ira Productions LLC' Second Amended Petition to Determine Property Non-Homestead and Motion to Enforce Probate Orders in the Case of Irie & Ira Productions, LLC., vs. the Estate of Robert Labranche, Case No. 2012-004046-CP-02 on February 21, 2022; and

WHEREAS, above mentioned order dated February 21, 2022 directs Irie & Ira Productions, LLC., to assign the Billboard Site Lease pertaining to the billboard located on the real property located at 321 NW 37<sup>th</sup>, St., Miami Florida to the Estate of Robert Labranche, and

WHEREAS, Assignor desires to comply with the above mentioned court order and assign its interest as Lessor in the Lease dated June 8, 2016 between Irie

& Ira Productions, LLC & Carter-Pritchett Hodges, Inc., to Assignee, and Assignee desires to accept the assignment thereof;

NOW, THEREFORE, in consideration of the promises and conditions contained herein, the parties hereby agree as follows:

1. Assignor hereby assigns to Assignee all of its right, title and interest and to the Lease herein described.
2. Assignor warrants and represents that as of the date hereof:
  - (a) There are no assignments of or agreements to assign the Lease to any other party.
  - (b) The Lease is in full force and effect and there exist no defaults on the part of Assignor thereunder, nor does Assignor have any actual knowledge of any defaults or any acts or events which with the passage of time or the giving of notice could become defaults thereunder on the part of any tenant thereunder.
3. This Assignment shall be binding on and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors in interest and assigns.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment of Lease the day and year first written above.

Witnesses:

  
\_\_\_\_\_

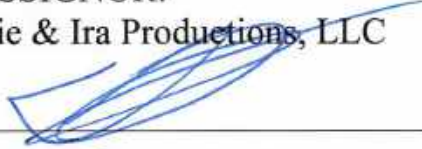
Print Name: Bruce Martin

  
\_\_\_\_\_

Print Name: Morgan Hagstrom

ASSIGNOR:

Irie & Ira Productions, LLC

  
\_\_\_\_\_

By: IRENE DOMENICO

Witnesses:

\_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_

Print Name: \_\_\_\_\_

ASSIGNEE:

Estate of Robert Labranche

\_\_\_\_\_

By: \_\_\_\_\_

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment of Lease the day and year first written above.

Witnesses:

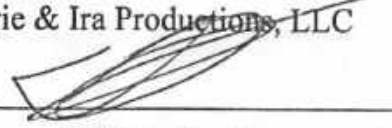
  
\_\_\_\_\_

Print Name: Bruce Martin

  
\_\_\_\_\_


Print Name: Morgan Hagstrom

ASSIGNOR:

Irie & Ira Productions, LLC  
  
\_\_\_\_\_

By: IRENE DOMENICO

Witnesses:

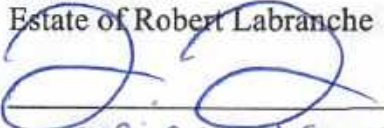
  
\_\_\_\_\_

Print Name: Phobian Williams

  
\_\_\_\_\_

Print Name: Romano Mitchell

ASSIGNEE:

Estate of Robert Labranche  
  
\_\_\_\_\_

By: Laniece Labranche



**BILLBOARD SITE LEASE**



CFN 2016R0363557  
 OR BK 30123 Pgs 961-972 (12Pgs)  
 RECORDED 06/22/2016 11:50:17  
 DEED DOC TAX \$0.60  
 SURTAX \$0.45  
 HARVEY RUVIN, CLERK OF COURT  
 MIAMI-DADE COUNTY, FLORIDA

THIS LEASE AGREEMENT is made between, Irie and Ira Productions LLC, whose address is: P.O. Box 371604 Miami, Florida 33137, hereinafter referred to as Lessor; and Carter-Pritchett Hodges, Inc., a Florida Corporation, whose address is 10675 SW 186 Street, Miami, Florida 33157, hereinafter referred to as Lessee.

1. Subject to and in accordance with the terms and conditions of this lease agreement, Lessor hereby leases to Lessee as much of the following described premises located in Miami Dade County, Florida, to-wit: 321 NW 37 Street, Miami, Florida

Folio# 01-3124-002-135

as may be necessary for the installation, construction, repair and relocation of an advertising structure and supports thereof, provided that such advertising structure and supports shall be located at the location(s) shown on the site plan set forth in Exhibit "A", attached hereto and incorporated herein by this reference (the "Site Plan"), together with the right of access and egress from such structure by Lessee's employees and vehicles as necessary for such purposes, and the right to maintain advertisements on such structure, all for a term of twenty (20) years from the 1st Day of October, 2015. Lessee shall not use the leased premises for any other purpose without Lessor's prior written consent, which may be granted or withheld in Lessor's sole discretion. In exercising Lessee's right of access described above, Lessee shall use reasonable efforts to minimize interference with the use of the balance of Lessor's property by Lessor and any other tenants of Lessor. Provided that no default by Lessee hereunder then exists (unless such condition is waived in writing by Lessor), this Lease shall be renewed and extended automatically at the end of each 20 year term for an additional 20 year term; provided, however, that in no event shall the term of this lease and all renewal terms exceed 99 years in the aggregate.

MIADOCs 11612617 4

Initials                      

2. In its use of the leased property, the Lessee will fully comply with all applicable Federal, State, County and Municipal statutes, rules, regulations and ordinances throughout the term of this Lease, and shall secure from the proper authorities all required licenses and permits before commencing construction of said billboard or otherwise entering upon the leased premises. If the necessary licenses and permits are not obtained within 120 days from execution of this lease agreement or 30 day grace periods continued by mutual written agreement of Lessor and Lessee, Lessee may terminate this lease agreement by written notice given to Lessor within five (5) days after the expiration of the applicable deadline above.

3. The Lessee shall, at all times during the term of this lease, keep all improvements, materials, structures, equipment and other items placed by the Lessee on the leased property in good repair and shall maintain them at all times in a clean and attractive condition. Without limiting the generality of the foregoing, Lessee shall expeditiously repair and/or replace any and all such improvements, structures, equipment and other items which become damaged by casualty or otherwise, such that all such improvements, materials, structures, equipment and other items shall remain at all times in a clean and attractive condition.

4. Lessee covenants and agrees to pay as rent for the premises a guaranteed annual rental payment of Ten Thousand Dollars or Eighteen Percent (18%) of gross sales, whichever is greater, for said advertising structure, calculated and paid quarterly not later than 30 days after the anniversary date of the signing of the Lease. Additionally, a one-time non-refundable payment of \$80,000 shall be submitted to Lessor when all pertinent permits are secured, but in no event later than Lessee's commencement of construction of any improvements upon the leased property. Lessee and Lessor agree to share in equal parts the total cost to demolish the existing structure located on the leased premises. Lessee shall deduct from rental payments Lessor's contribution

Initials



until such time as the expense is covered. Total demolition cost will be determined by licensed demolition contractor taking into account the presence of any asbestos in the building, and Lessee shall cause the contractor to submit a written contract itemizing such total cost, which cost shall be approved in writing by Lessor prior to the commencement of any demolition. Lessee shall timely remit to the Florida Department of Revenue any applicable sales or other tax on rent or any other payment hereunder upon which such tax is payable, and shall provide to Lessor, on a quarterly basis, evidence that such payment has been timely remitted to the Florida Department of Revenue. If Lessee fails to do so at any time, Lessor may thereafter require that such taxes be remitted directly to Lessor.

The term "Gross Sales" used herein shall mean the gross amount received by Lessee from all advertising revenues or rents from signs or other forms of advertising on the leased premises, both for cash and on credit. There is excepted from Lessee's gross sales as the term is used herein the amount of all sales tax receipts which have to be accounted for by Lessee to any Governmental agency, and deducted from Lessee's 'gross sales' for the purposes of accounting to Lessor the amount of any refunds or credits made or credit sales for which payment is not received, the amount of which had been included by Lessee in Lessee's "gross sales". Together with each payment of rent, Lessee shall provide to Lessor, a certificate confirming the amount of Gross Sales upon which such rental payment was calculated, along with Lessee's sales reports and bulletin contracts for the applicable payment period. Lessor agrees to maintain Lessee's sales reports and bulletin contracts in strict confidence and not to disclose same to any other persons other than Lessor's accountant as may be required to conduct any audit described below; provided, however, that in the event of any litigation regarding this lease agreement, Lessor may use same and/or enter same into evidence. From time to time, Lessor shall have the right (at Lessor's sole expense, except

Initials: 

as provided below) to obtain an audit of such Gross Sales by an accountant selected by Lessor. Lessee shall, at Lessee's expense, reasonably cooperate with such accountant and provide such additional documentation and/or information as such accountant may reasonably request. In the event such audit reveals an underpayment of rent by Lessee, Lessee shall pay same to Lessor within ten (10) days thereafter. In the event such underpayment exceeds five percent (5%) of the rent due for such period, Lessee shall reimburse Lessor for the reasonable cost of such audit. In the event such audit reveals an overpayment by Lessee, such overpayment shall be credited against future rents.

5. Lessee shall pay each rental installment by mail or hand delivery at the address of the Lessor provided above.

6. Should Lessee fail to pay the rent when due, or fail to perform any other obligation when and as required under this Lease, Lessee will be in default under the Lease, subject to the cure provisions of Section 13 below.

7. In the event that the premises or any portion thereof shall be condemned by any government or governing authority, Lessor shall receive all condemnation awards attributable to the land taken or damages (including the rental value attributable to this lease agreement), and Lessee shall receive all awards due to taking or damage attributable to the advertising structure and the leasehold interest, provided that Lessor's award is not reduced thereby. If the condemnation renders the premises unsuitable for advertising purposes, Lessee may terminate this Lease by written notice given to Lessor within thirty (30) days thereafter. If a usable portion of the premises remains after the taking, Lessee shall move or relocate the advertising structure to another location on the leased premises mutually satisfactory to Lessor and Lessee, and the Lease shall continue.

Initials: 

8. Lessor represents that Lessor is the owner of the premises described above and has the right to grant, and does grant, Lessee access to the leased premises solely for the purposes set forth herein, and agrees that subject to any rights and remedies available to Lessor upon default by Lessee hereunder, all materials, structures, equipment and other works placed upon the leased premises by Lessee shall remain the property of Lessee (and at the sole risk of Lessee) and may be removed by Lessee at any time.

9. Lessee shall defend, indemnify and save and hold Lessor harmless from and against any and all liabilities, obligations, losses, damages, injunctions, suits, actions, fines, penalties, claims, demands, costs and expenses of every kind or nature, including reasonable attorneys' fees and court costs, incurred by Lessor, arising directly or indirectly from or out of: (a) any failure by Lessee to perform any of the terms or conditions of this Lease on Lessee's part to be performed; (b) any accident, injury or damage which shall happen at, in or upon the leased premises, however occurring; (c) any matter or thing growing out of the condition, occupation, use, or operation by any person of the leased premises, or any part thereof, or the operation of the business contemplated by this lease agreement to be conducted thereon, thereat, therein, or therefrom; (d) any failure of Lessee to comply with any laws, ordinances, requirements, orders, directions, rules or regulations of any governmental authority; (e) any contamination of the leased premises, or the groundwaters thereof, arising on or after the date Lessee takes possession of the leased premises and occasioned by the use, transportation, storage, spillage or discharge thereon, therein or therefrom of any hazardous materials, whether by Lessee or by any agent or invitee of Lessee; (f) any discharge of hazardous materials from the leased premises into any septic facility or sanitary sewer system serving the leased premises arising on or after the date Lessee takes possession of the leased premises, whether by Lessee or by any agent of Lessee; or (g) any other act or omission

Initials 

of Lessee, its employees, agents, invitees, customers, licensees or contractors. Lessee's indemnity obligations under this Section and elsewhere in this Lease arising prior to the expiration, or earlier termination, or assignment of this Lease shall survive any such expiration, termination or assignment.

10. Lessee shall repair any damage to leased premises resulting from the installation, maintenance, or dismantling of such advertising structure or displays or such use, activities, acts or omissions, less ordinary wear and tear. Lessee will maintain general comprehensive public liability insurance, with respect to the demised premises naming Lessor as an additional insured, in amounts not less than Two Million Dollars (\$2,000,000.00) with respect to injuries, as to any one person and not less than Two Million Dollars (\$2,000,000.00) with respect to property. Lessee shall furnish Lessor with proof of such insurance or certificate thereof within Thirty (30) days of the execution of this agreement and each renewal policy at least thirty (30) days prior to the expiration of the policy it renews. The insurance company or companies must have a general policy rating of A or better and a financial class of VIII or better by A.M. Best Company, Inc. Such policies shall also include such provisions as may be reasonably required by any fee mortgagee of Lessor. Lessee shall also maintain worker's compensation insurance to the extent required by applicable law.

11. Lessor will provide a utility easement for electricity for billboard and lighting at a location satisfactory to Lessee and Lessor, and in form and content reasonably satisfactory to Lessor. Lessor agrees to allow Lessee to trim or remove any vegetation that obstructs the 1,000 ft. view zone of the billboard on the leased property, and prevent any buildings or landscaping on the leased property from blocking the view of the billboard in the future from I-195. The sign structure shall be located in the northeast corner of the leased premises oriented to I-195, and shall

Initials: 


be meet minimum required setbacks and be erected at a maximum height so as to permit a six-story building to be erected under sign structure, all as depicted on the Site Plan. The height and location of the sign structure and related improvements shall not be altered or changed without Lessor's prior written consent in Lessor's sole discretion.

12. Lessee agrees not to sell any advertising that competes with the use of Lessor's property by Lessor or any tenant or subtenant thereon, or to place any advertising that may be deemed lewd, lascivious or controversial in nature.

13. If either party violates a material provision of this lease agreement, the other party may serve a written notice, specifying the nature of the default and demanding that it be cured. If the defaulting party does not cure such default within five (5) days after receipt of such notice in the case of a monetary default (provided, however, that no such written notice shall be required in the case of a failure by Lessee to pay rent when and as due and payable hereunder, if Lessor shall have already given notice of default as to non-payment of rent at least twice within the immediately preceding 12-month period), or within thirty (30) days after receipt of such notice in the case of a non-monetary default, the non-defaulting party may terminate this lease by giving ten (10) days written notice thereof. In lieu of, or in addition to, terminating this Lease, Lessor may exercise any and all other rights and remedies available to it at law, in equity or otherwise.

14. Lessee or its successors may assign, sell, mortgage, pledge or otherwise dispose or encumber this lease, and/or the leased premises. This lease agreement shall not be assigned, transferred pledged or encumbered by Lessee, whether by operation of law or otherwise, without Lessor's prior written consent, which may be granted or withheld in Lessor's sole discretion; provided, however, that Lessor shall not unreasonably withhold its consent to an assignment of this Lease to an entity controlled by, controlling or under common control with Lessee, so long as

MIADOCs 

Initials: 

Lessee is not released from its obligations hereunder. For purposes of the foregoing provision, any sale, transfer of shares or other interests in Lessee or other transaction which results in a change in management or control of Lessee shall be deemed an assignment of this Lease by Lessee.

15. It is agreed that time shall be of the essence, and this agreement shall be binding upon and inure to the benefit of Lessor and Lessee and their respective successors and permitted assigns when this Lease Agreement shall be signed by both parties, or their authorized agents.

16. In any action brought to enforce any of the provisions of this lease agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs and court costs, at the trial and all appellate levels, and for enforcement of any judgments.

17. This lease and Lessee's rights hereunder shall be subject and subordinate to any mortgage encumbering the fee estate now existing or hereafter executed, as same may be increased or otherwise amended or modified from time to time. Lessee agrees to execute and deliver a subordination agreement confirming such subordination, provided that same includes non-disturbance language. Such subordination and non-disturbance agreement shall be in form and content reasonably required by any such fee mortgagee.

18. This lease agreement shall be governed by the laws of the State of Florida, without application of its conflict of law principles.

19. The leased premises shall be leased by Lessor to Lessee in an "as is" condition. Lessor makes absolutely no representations or warranties whatsoever with respect to the leased premises or the condition thereof. Lessee acknowledges that Lessor has not investigated and does not warrant or represent to Lessee that the leased premises are fit for the purposes intended by Lessee or for any other purpose or purposes whatsoever. Lessee represents and warrants that, by

Initials



leasing the leased premises, Lessee has examined and approved all things concerning the leased premises which Lessee deems material.

20. Lessor's interest in the leased premises shall not be subjected to liens of any nature by reason of Lessee's construction, alteration, renovation, repair, restoration, replacement or reconstruction by Lessee, or by reason of any other act or omission of Lessee (or of any person claiming by, through or under Lessee), including, but not limited to, construction liens. All persons dealing with Lessee are hereby placed on notice that such persons shall not look to Lessor or to Lessor's credit or assets (including Lessor's interest in the leased premises) for payment or satisfaction of any obligations incurred in connection with any such construction, alteration, renovation, repair, restoration, replacement or reconstruction by or on behalf of Lessee. Lessee has no power, right or authority to subject Lessor's interest in the leased premises to any construction lien or claim of lien. Lessee shall not create or cause to be imposed, claimed or filed upon the leased premises or upon the interest of Lessor therein, any lien, charge or encumbrance whatsoever. If, because of any act or omission of Lessee, any such lien, charge or encumbrance shall be imposed, claimed or filed, Lessee shall, at its sole cost and expense, and within thirty (30) days from the date of such imposition, claim or filing, cause the same to be fully paid and satisfied or otherwise discharged of record (by bonding or otherwise), and Lessee shall indemnify and save and hold Lessor harmless from and against any and all costs, liabilities, suits, penalties, claims and demands whatsoever, and from and against any and all attorneys' fees, at both trial and all appellate levels, resulting or on account thereof and therefrom. In the event that Lessee shall fail to comply with the foregoing provisions, Lessor shall have the option of paying, satisfying or otherwise discharging (by bonding or otherwise) such lien, charge or encumbrance, and Lessee agrees to

Initials: 

reimburse Lessor, upon demand, for all sums so paid and for all costs and expenses incurred by Lessor in connection therewith, together with interest thereon, until paid.

21. No acceptance by either party of a partial amount due under this lease agreement shall be deemed a waiver by the receiving party of the right to receiving the balance of the full amount due (or a waiver of the right to pursue all available remedies under this lease agreement if such balance is not timely received) unless agreed to by the receiving party in writing. No waiver of any right or remedy by either party shall be effective unless made in writing and signed by that party, nor shall any waiver on any one occasion apply to any future occasion, but shall be effective only with respect to the specific occasion addressed in that signed writing.

22. If any provision of this lease agreement or application thereof to any person or circumstance to any extent be invalid, the remainder of this lease agreement or the application of such provision to persons or circumstances other than those to which it is held invalid shall not be affected thereby and each provision of this lease agreement shall be valid and enforced to the fullest extent permitted by law.

23. Nothing contained in this lease agreement shall be construed to create the relationships of principal and agent, partnership, joint venture or any other relationship between the parties hereto other than the relationships of landlord and tenant.

24. Pursuant to Florida Statutes, Section 404.056(8), Lessor does hereby give Lessee the following notice:

Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time.

Levels of Radon that exceed federal and state guidelines have been found in buildings in

Initials:

Handwritten initials in black ink, appearing to be 'S' and 'M'.

Florida. Additional information regarding Radon and Radon testing may be obtained from your county Public Health Unit.

25. This lease agreement represents the entire agreement of Lessor and Lessee with respect to Lessee's leasing of the leased property, and supersedes any previous agreement. Neither this Lease or a memorandum, short form or affidavit thereof shall be recorded without Lessor's prior written consent.

The parties have signed this lease agreement on this 21<sup>st</sup> day of June, ~~2017~~ 2016

Witness (as to both Lessor and Lessee):

LESSOR:

Chad Hickey  
Chad Hickey  
Ralph T. Rescort

By: [Signature]  
Irene Domenici  
: President of Irie 9 Iron Productions LLC

Jhanna Tucker  
6/2016  
Jhanna Tucker  
COMMISSION # EE 870832  
EXPIRES: FEB. 03, 2017  
WWW.AARONNOTARY.com

Witness (as to both Lessor and Lessee):

LESSEE: [Signature]

[Signature]  
Maria M. Vera

By: [Signature]  
Ree A Hodges  
: secretary/Gen at Carter P. Tichetto Hodges Inc

Jhanna Tucker  
6/2016  
Jhanna Tucker  
COMMISSION # EE 870832  
EXPIRES: FEB. 03, 2017  
WWW.AARONNOTARY.com

Signed and Sealed before me as to Lessor this 8<sup>th</sup> day of June, ~~2015~~ 2016

Notary Public [Signature]

**TINA L. ARONNE**  
Commissioner of Deeds  
In and for the City of Niagara Falls, NY  
My Commission expires June 30, 2017.

My Commission Expires: June 30, 2017

Signed and Sealed before me as to Lessee this 20<sup>th</sup> day of June, ~~2015~~ 2016

Notary Public: [Signature]

My Commission Expires: February 3, 2017

 Jhanna Tucker  
COMMISSION # EE 870832  
EXPIRES: FEB. 03, 2017  
WWW.AARONNOTARY.com

Book30123/Page972 CFN#20160363557

Page 12 of 12