

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 3055.26

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING CONSENT AGREEMENTS FOR THE PROPERTIES LOCATED AT 255 AND 495 OCEAN BOULEVARD, GOLDEN BEACH, FLORIDA; PROVIDING FOR IMPLEMENTATION AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Golden Beach, Florida (the "Town") through its Manager and Mayor have the power and authority to administer all aspects of the Town's operations, including enforcement of its codes; and

WHEREAS, the Town Mayor and Town Manager are charged with ensuring that the Town's Land Development Regulations ("LDRs") and Building Code are complied with by property owners, and in the execution of those powers, they have the authority to enter into agreements to provide for the health and safety and welfare of the Town and its residents; and

WHEREAS, the Town Mayor and Manager have determined that the Consent Agreements (attached hereto) relating to the development activities at 255 Ocean Boulevard and 495 Ocean Boulevard are required to effectuate the orderly development and use of the respective properties (the "Agreements"); and

WHEREAS, the Town Council wishes to approve and ratify the Agreements.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AS FOLLOWS:

Section 1. Recitals. That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. Approval and Implementation. The Agreements attached hereto as Exhibit "A" are hereby approved and the Town Mayor and Manager are hereby authorized to take all the necessary steps to implement the Agreements and this Resolution.

Section 3. Effective Date. That this Resolution shall be effective immediately upon adoption.

The Motion to adopt the foregoing Resolution was offered by Vice Mayor Lusskin, seconded by Councilmember Mendal and on roll call the following vote ensued:

Mayor Glenn Singer	<u>Aye</u>
Vice Mayor Judy Lusskin	<u>Aye</u>
Councilmember Jessie Mendal	<u>Aye</u>
Councilmember Bernard Einstein	<u>Aye</u>
Councilmember Kenneth Bernstein	<u>Absent</u>

PASSED and ADOPTED by the Town Council of the Town of Golden Beach, Florida, this 17th day of February, 2026.



MAYOR GLENN SINGER

ATTEST:



LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY



STEPHEN J. HELFMAN
TOWN ATTORNEY



TOWN OF GOLDEN BEACH

100 Ocean Boulevard
Golden Beach, FL 33160

MEMORANDUM

Date: February 17, 2026

Item Number:

To: Honorable Mayor Glenn Singer &
Town Council Members

5

From: Alexander Diaz, *Alex B*
Town Manager

Subject: Resolution No. 3055.26 – Approving Consent Agreements for
the Properties Located at 255 and 495 Ocean Boulevard

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 3055.26 as presented.

Background:

This past summer, I conducted inspections of all oceanfront home construction projects within the Town. During that inspection process, we identified various violations and inconsistencies related primarily to ground floor construction, use limitations, and compliance with the Florida Building Code and the Town's Land Development Regulations.

Following those inspections, and in coordination with the Town Attorney over the past eight months, we have worked diligently with the affected property owners to resolve these matters in a manner that protects the Town's regulatory authority while avoiding prolonged litigation.

The Consent Agreements before you tonight represent the first of several negotiated resolutions that will be brought before the Town Council for consideration.

The proposed Consent Agreements:

- Require strict compliance with the Revised Plan approved under the issued Building Permit(s).
- Clarify permitted ground floor uses.
- Expressly prohibit use of the ground floor for sleeping quarters, whether temporary or permanent.
- Provide the Town with inspection rights to ensure ongoing compliance.
- Confirm that the Agreements run with the land and bind all successors.
- Resolve disputed interpretations regarding application of the Florida Building Code and Town LDRs without admission of liability by either party.

As part of the settlement framework, the property owner has agreed to provide a one-time voluntary Community Contribution to the Town. The Agreements clearly state that this contribution is not a fine or penalty, but rather consideration to resolve the dispute and avoid enforcement proceedings. In exchange, the Town resolves certain potential excess square footage charges relating to the ground floor configuration.

More importantly, these agreements:

- Reinforce compliance with the Florida Building Code and the Town's LDRs.
- Protect the integrity of our floodplain and ground floor regulations.
- Ensure uniform enforcement across oceanfront properties.
- Avoid costly and time-consuming litigation.
- Provide tangible financial benefit to the community.

These Agreements are the first of a series of negotiated settlements resulting from the Town's proactive enforcement initiative conducted this past summer. Through consistent application of our codes and collaborative negotiation, we expect to resolve the concerns we discovered this summer.

Additional agreements relating to other oceanfront properties shall be executed and accepted by the Town under the provisions of Resolution No. 3056.26.

EXHIBIT "A"
Consent Agreements

CONSENT AGREEMENT

This is a Consent Agreement (this "Agreement") made this 10th day of February 2026 between the Town of Golden Beach, a Florida municipal corporation (the "Town") and 255 OB LLC (the "Owner"). The Town and the Owner may be referred to as a "Party" or collectively as the "Parties".

RECITALS

1. The Owner is the owner of the lot located at 255 Ocean Boulevard (the "Property") within the Town, where the Owner is constructing a single-family home (the "Home").
2. The Town has jurisdiction over the permitting, regulation, and use of all buildings located within its municipal boundaries, including the Home.
3. The Town has issued Building Permit No. B-23-01-11735 dated January 5, 2023 for the construction of the Home (the "Permit"), a copy of which is attached hereto as Exhibit "A". The Permit approves plans, including sheet number A-100.1, last revised December 5, 2025, showing the ground floor of the Home (the "Revised Plan"). A copy of the Revised Plan is attached hereto as Exhibit "B".
4. While the Revised Plan approves and incorporates certain ground floor uses, the Town now believes those uses may be prohibited under the Florida Building Code, Residential as adopted by the Town (the "FBC") as well as related height provisions within the Town's Land Development Rights (the "LDRs"). The Owner takes exception to the Town's position and its application of the FBC and LDRs to the ground floor uses, and claims the Town is stopped from asserting any non-compliance.
5. In order to resolve the conflict between the Parties and avoid any adverse proceedings, the Town and the Owner wish to enter into this Agreement.

TERMS

1. Recitals. The foregoing recitals are true, correct and fully incorporated herein, and the Parties specifically acknowledge that the consideration for this Agreement is adequate and legally sufficient.
2. Revised Plan. The Parties agree that the ground floor of the Home has been constructed and will be used in strict compliance with the Revised Plan. After all approved final inspections and completion of the Home, the Town shall issue a Certificate of Occupancy for the Home. Any further modification of the uses shown on the Revised Plan shall require the prior approval of the Town in accordance with applicable regulatory requirements, with the understanding that the ground floor improvements may be repaired or replaced (in accordance with the Revised Plan) in the ordinary course of use and the uses may be re-established and continued (in accordance with the Revised Plan) in the event of a casualty loss or damage.
3. Use Limitation and Inspection. After the completion of the Home and upon reasonable notice to the Owner, the Town may from time to time inspect the ground floor of the Home to ensure continued compliance with the terms of this Agreement and the uses are

limited to only those shown on the Revised Plan. Moreover, at no time shall any portion of the ground floor be used for sleeping quarters on either a permanent or temporary basis. Should a violation occur, the Town may proceed with enforcement pursuant to all available legal remedies, including but not limited to code enforcement proceedings pursuant to Chapter 2, Article VI of the Code of Ordinances of the Town of Golden Beach, Florida as that Code may be amended from time to time.

4. Community Contribution. As further consideration and as part of this Agreement, the Owner has made a one-time financial community contribution to the Town. It is expressly understood that said contribution is voluntarily made by the Owner and is not considered a fine or penalty. It is further understood that the Owner shall not be subject to any fine, payments or penalties relating to the use of the ground floor, including excess square footage charges imposed under Town Resolution No. 3025.25.

5. Miscellaneous.

5.1 Notices/Authorized Representatives. Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the Parties (or their successors) at the addresses listed on the signature page of this Agreement or such other address as the Party may have designated by proper notice.

5.2 Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the substantive law of the State of Florida and venue shall be in state court in Miami-Dade County.

5.3 Entire Agreement. This Agreement constitutes the entire agreement and understanding between the Parties hereto and shall not be modified or altered except by written instrument duly executed by the Parties hereto.

5.4 Successors and Assigns. This Agreement shall be binding upon, and shall inure to the benefit of, the Parties and their respective successors, assigns, representatives, and any future owners of the Property or interests affected by this Agreement. Any transfer, conveyance, assignment, or succession of any interest subject to this Agreement shall be expressly made subject to the terms and obligations set forth herein, which shall run with the land and remain fully enforceable against all subsequent holders of such interest. Moreover, the Town Council intends for this Agreement to be binding upon the Town and all future Town Councils so long as the Owner complies with the provisions of this Agreement.

5.5 Representation by Legal Counsel/Voluntary Execution. The Owner hereby acknowledges and confirms that it has been afforded the opportunity to seek independent legal counsel in connection with this Agreement. The Owner represents and warrants that it has either obtained legal counsel or has voluntarily chosen not to do so, and that it fully understands the terms, conditions and legal implications of this Agreement. The Owner further acknowledges that it is entering into this Agreement voluntarily and of its own free will, without any undue influence, coercion, or duress.

5.6 Counterparts and Electronic Signatures. This Agreement may be executed in several counterparts, whether signed physically or electronically, each of which

shall be deemed an original and such counterparts shall constitute one and the same instrument.

5.7 Effective Date. This Agreement shall become effective upon approval by Resolution of the Town Council.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year as written below.

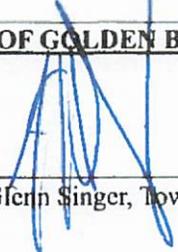
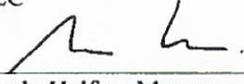
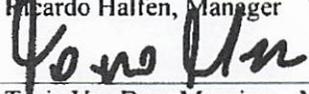
<p><u>TOWN OF GOLDEN BEACH, FLORIDA</u></p> <p>By:  _____ Glenn Singer, Town Mayor</p> <p>Date: February 10, 2026</p>	<p><u>OWNER</u></p> <p>255 OB, LLC</p> <p>By:  _____ Ricardo Halfen, Manager</p> <p>By:  _____ Tania Van Dam Murciano, Manager</p> <p>Date: February 10, 2026</p>
<p><u>Address for Notices:</u></p> <p>Town of Golden Beach Alexander Diaz, ICMA-CM, MPA Town Manager Civic Center 100 Ocean Boulevard Golden Beach, Florida 33160 alexanderdiaz@goldenbeach.us (email)</p> <p>With a copy to: Weiss Scrota Helfman Cole & Bierman, P.L. Attn: Stephen J. Helfman, Esq. Town Attorney 2800 Ponce de Leon Boulevard, 12th Floor Coral Gables, FL 33134 shelfman@wsh-law.com (email)</p>	<p><u>Address for Notices:</u></p> <p>Ricardo Halfen 18200 N.E. 19th Avenue, Suite 101 North Miami Beach, Florida 33162 ricardo@treoconstruction.com</p> <p>With a copy to: Neisen O. Kasdin, Esq. Three Brickell City Centre 98 Southeast Seventh Street Suite 1100 Miami, FL 33131 neisen.kasdin@akerman.com (email)</p>

Exhibit A

Town of Golden Beach

One Golden Beach Drive
Golden Beach, FL 33160-0000
Phone: (305)932-0744 Fax: (305)933-3825

Permit

Permit Status: Active

Permit Number: B-23-01-11735 SFR

Issue Date: 1/5/2023

Expires: 07/04/2023

Phone: (305)851-2130

Owner's Name: RICARDO HALFEN

Parcel #: 003-0250

Permit Type: Building

Block: A Lot: 34 & 35

Work Classification: New Residential - SFR

Section: C PB: _____

Job Address: 255 Ocean Boulevard
GOLDEN BEACH, FL 33160

Total Square Feet: 18259

Total Valuation: 8139734

Contractor(s)	Phone	Primary Contractor
TREO CONSTRUCTION LLC	(305)851-2130	Yes

First Floor Total Area 5448	Second Floor Under AC 5522	Non AC Area 8466	Advisory Permit Yes
Advisory Permit Yes_No	Existing Value 0	Addition Value 0	Front Setback 60
Rear Setback 0	Left Setback 10	Right Setback 10	Bond Required Yes
Bond Number 2142	Bond Amount 5000 0000	Bond Issued: 1/5/2023	Commencement Req'd Yes
Commencement Date	Impact Fees Req'd Yes	Impact Fee Date	Piling Cert Req'd Yes
Piling Cert Date	Foundation Surv Req'd Yes	Foundation Survey Date	Elevation Cert Req'd Yes
Elevation Cert Date	Soil Treatment Req'd Yes	Soil Treatment Date	Per Page 0
Rounded Valuation 9140000	Repair&Maint 0	Repair&Maint 0	Existing Value 0

WARNING TO OWNER:
YOU MUST RECORD A NOTICE OF COMMENCEMENT WITHIN 7 DAYS FROM ISSUANCE OF PERMIT OR NO INSPECTION SHALL BE GIVEN, AND YOUR FAILURE TO DO SO MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY (IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE RECORDING YOUR NOTICE OF COMMENCEMENT)

Application is hereby made to obtain a permit to do work and installation as indicated above, and on the attached addendum (if applicable) I certify that all work will be performed to meet the standards of all laws regulating construction in this jurisdiction. I understand that separate permits are required for ELECTRICAL, PLUMBING, MECHANICAL, WINDOWS, DOORS, ROOFING and SWIMMING POOL work.

OWNERS AFFIDAVIT: I certify that all the foregoing information is accurate and that all work will be done in compliance with all applicable laws regulating construction and zoning. Furthermore, I authorize the above-named contractor to do the work stated.

Fees Due	Amount
Basement Level A/C-Main Structure	\$13,074.00
BCCD Fee	\$890.40
Bond Type - BUILDERS BOND	\$5,000.00
Building Plan Imaging	\$577.50
First Floor Under AC-Main Structure	\$16,344.00
Garage Structure - Zone 1	\$1,836.00
Guest House	\$2,652.00
InfraStructure Maint 1 - New Construction	\$11,000.00
Non AC Area-Main Structure	\$12,699.00
Permit Imaging 8 1/2 x 11	\$161.00
Process Fee	\$52,899.00
Process Fee	\$28,498.34
Roof Top Deck - Air Conditioned Space	\$328.80
Roof Top Deck - Non Air Conditioned	\$5,964.23
Second Floor Under AC-Main Structure	\$16,566.00
Street Sweeping Fee	\$4,570.00
Surcharge	\$4,525.84
Trash Hauling	\$300.00
Total:	\$177,886.11

Invoice Number	Amt Due	Amt Paid
B-12-22-28419	\$119,987.11	\$119,987.11
B-12-22-28420	\$5,000.00	\$5,000.00
B-1-22-28434	\$52,899.00	\$8,899.00
B-1-22-28434	\$52,899.00	\$44,000.00
Total:		\$177,886.11

AND THERE MAY BE ADDITIONAL PERMITS REQUIRED FROM OTHER GOVERNMENTAL ENTITIES SUCH AS WATER MANAGEMENT DISTRICTS, STATE AGENCIES, OR FEDERAL AGENCIES.

Construction Site

Town of Golden Beach

One Golden Beach Drive
Golden Beach, FL 33160-0000
Phone: (305)932-0744 Fax: (305)933-3825

Permit

Permit Status: Active

Permit Number: **B-23-01-11735 SFR**

Issue Date: 1/5/2023

Expires: 07/04/2023

Phone: (305)851-2130

Owner's Name: RICARDO HALFEN

Parcel #: 003-0250

Permit Type: Building

Block: A Lot: 34 & 35

Work Classification: New Residential - SFR

Section: C PB: _____

Job Address: 255 Ocean Boulevard
GOLDEN BEACH, FL 33160

Contractor(s)	Phone	Primary Contractor
TREO CONSTRUCTION LLC	(305)851-2130	Yes

Total Square Feet: 18259

Total Valuation: 8139734

First Floor Total Area 5448	Second Floor Under AC 5522	Non AC Area 8486	Advisory Permit Yes
Advisory Permit Yes_No	Existing Value 0	Addition Value 0	Front Setback: 60
Rear Setback: 0	Left Setback: 10	Right Setback: 10	Bond Required: Yes
Bond Number 2142	Bond Amount 5000 0000	Bond Issued: 1/5/2023	Commencement Req'd Yes
Commencement Date	Impact Fees Req'd Yes	Impact Fee Date	Piling Cert Req'd Yes
Piling Cert Date	Foundation Surv Req'd Yes	Foundation Survey Date	Elevation Cert Req'd: Yes
Elevation Cert Date	Soil Treatment Req'd Yes	Soil Treatment Date	Per Page: 0
Rounded Valuation 9140000	Repair&Maint1 0	Repair&Maint2 0	Existing Value: 0_

WARNING TO OWNER:
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Application is hereby made to obtain a permit to do work and installation as indicated above and on the attached addendum (if applicable). I certify that all work will be performed to meet the standards of all laws regulating construction in this jurisdiction. I understand that separate permits are required for ELECTRICAL, PLUMBING, MECHANICAL, WINDOWS, DOORS, ROOFING and SWIMMING POOL work.

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Guest House	\$2,652.00
InfraStructure Maint 1 - New Construction	\$11,000.00
Non AC Area-Main Structure	\$12,899.00
Permit Imaging 8 1/2 x 11	\$181.00
Process Fee	\$52,899.00
Process Fee	\$28,498.34
Roof Top Deck - Air Conditioned Space	\$328.80
Roof Top Deck - Non Air Conditioned	\$5,984.23
Second Floor Under AC-Main Structure	\$16,588.00
Street Sweeping Fee	\$4,570.00
Surcharge	\$4,525.84
Trash Hauling	\$300.00
Total:	\$177,886.11

Invoice Number	Amt Due	Amt Paid
B-12-22-28419	\$119,987.11	\$119,987.11
B-12-22-28420	\$5,000.00	\$5,000.00
B-1-22-28434	\$52,899.00	\$8,899.00
B-1-22-28434	\$52,899.00	\$44,000.00
Total:		\$177,886.11

NOTICE: In addition to the requirements of this permit, there may be additional restrictions applicable to this property that may be found in the public records of this county

Invoice

Town of Golden Beach
One Golden Beach Drive
Golden Beach, FL 33160-0000
Phone: (305)932-0744 Fax: (305)933-3825

Bill to:

Ricardo Halfen
TREGO CONSTRUCTION LLC
18200 NE 19TH Avenue
NORTH MIAMI BEACH, FL 33162-

Invoice Number: B-12-22-28419**Invoice Date: December 20, 2022****Permit Number: B-23-01-11735 SFR****Return to:**

Town of Golden Beach
One Golden Beach Drive
Golden Beach, FL 33160-0000

Job Address:

255 Ocean Boulevard
GOLDEN BEACH, FL 33160

Permit Type: Building / Work Classification: New Residential - SFR

Date	Fee Name	GL Account	Fee Type	Fee Amount
12/20/2022	Non AC Area-Main Structure	001-322100	Calculated	\$12,699.00
12/22/2022	Surcharge	001-208100	Percentage	\$4,525.84
12/20/2022	Basement Level A/C-Main Structure	001-322100	Calculated	\$13,074.00
12/20/2022	Permit Imaging 8 1/2 x 11	001-322103	Calculated	\$161.00
12/20/2022	Roof Top Deck - Non Air Conditioned	001-322100	Calculated	\$5,964.23
12/20/2022	Building Plan Imaging	001-322103	Calculated	\$577.50
12/22/2022	Street Sweeping Fee	001-322104	Calculated	\$4,570.00
12/20/2022	Trash Hauling	001-322105	Fixed	\$300.00
12/22/2022	BCCD Fee	001-209100	Calculated	\$890.40
12/20/2022	Garage Structure - Zone 1	001-322100	Calculated	\$1,836.00
12/22/2022	Process Fee	001-322900	Percentage	\$28,498.34
12/20/2022	Guest House	001-322100	Calculated	\$2,652.00
12/20/2022	InfraStructure Maint 1 - New Constructor	001-329300	Calculated	\$11,000.00
12/20/2022	First Floor Under AC-Main Structure	001-322100	Calculated	\$16,344.00
12/20/2022	Roof Top Deck - Air Conditioned Space	001-322100	Calculated	\$328.80
12/20/2022	Second Floor Under AC-Main Structure	001-322100	Calculated	\$16,568.00
			Total Fees Due:	\$119,987.11

Thursday, January 5, 2023

TOWN OF GOLDEN BEACH

BUILDING DEPARTMENT
1 Golden Beach Drive
Golden Beach, FL 33160
Office: 305-932-0744 Fax: 305-933-3825
www.goldenbeach.us

FOR OFFICE USE ONLY	
Process No:	11735
Data Applied	
Clerk	

Master Permit Number: 11735

PERMIT APPLICATION

Master Sub-Permit

1. OWNER INFORMATION	Owner <u>255 OB LLC</u> Address <u>18200 NE 19TH AVE. SUITE 101</u> City <u>NORTH MIAMI BEACH ST FL</u> Zip <u>33162</u> Job Address <u>255 OCEAN BLVD.</u> Phone/Email <u>ricardo@treoconstruction.com</u>	2. CONTRACTOR INFORMATION	Company Name <u>TREO CONSTRUCTION</u> Qualifier Name <u>RICARDO HALFEN</u> Address <u>18200 NE 19TH AVE. SUITE 101</u> City <u>NORTH MIAMI BEACH ST FL</u> Zip <u>33162</u> Lic. No. _____ Phone No. <u>305-725-0310</u>
3. PERMIT TYPE	Choose only One <input checked="" type="checkbox"/> Building <input type="checkbox"/> Electrical <input type="checkbox"/> Mechanical <input type="checkbox"/> Plumbing <input type="checkbox"/> Landscape <input type="checkbox"/> Roofing 4. CHANGE TO AN EXISTING PERMIT <input type="checkbox"/> Revision <input type="checkbox"/> Renewal <input type="checkbox"/> Shop Drawing <input type="checkbox"/> Public Works	4. TYPE OF IMPROVEMENT	Choose only One <input checked="" type="checkbox"/> New Construction Roof Pool <input type="checkbox"/> Addition Attached Driveway Gazebo-Pergola <input type="checkbox"/> Alteration Interior Fence Demolition/Partial <input type="checkbox"/> Alteration Exterior Windows Generator <input type="checkbox"/> Repair/Replace Doors
5. ARCHITECT/ENGINEER INFO	Name <u>SDH STUDIO</u> Address <u>18200 NE 19TH AVE. SUITE 100</u> City <u>NORTH MIAMI BEACH ST FL</u> Zip Code <u>33162</u> Lic. No. <u>AR99155</u> Discipline <u>ARCHITECT</u> Phone No. <u>305-519-5731</u>	7. LEGAL/USE/ZONE VALUE	Folio No. <u>19-1235- 003-0250</u> Lot(s) <u>34 & 35</u> Block <u>A</u> PB <u>9</u> Square FT. <u>15,032</u> Linear FT. _____ Estimated Value of the Work: <u>\$5,367,000</u> Description of Work <u>New single family residence, Three stories with pool, rooftop terrace and spa</u>
6. CONTACT INFO	Name <u>Cristina Magdalena</u> E-mail <u>cristina@sdhstudio.com</u> Phone No. <u>305-519-57-31</u>		

Application is hereby made to obtain a permit to do the work and/or installations as indicated. I certify that no work or installation has commenced prior to the issuance of a permit and that all work will be performed to meet the standards of all laws regulating construction in this jurisdiction. I understand that a separate permit must be secured for Electrical, Plumbing, Mechanical, Windows, Doors, Roofing, Site Walls, Fencing, Driveways, Pools, Spas, Pool Decks, Outdoor Kitchens, Accessory Structures, Irrigation, Landscape and Landscape Lighting work and other categories not mentioned.

OWNER'S AFFIDAVIT: I certify that all the foregoing information is accurate and that work will be done in compliance with all applicable laws regulating construction and zoning.

NOTICE REGARDING OUTLING PERMIT APPLICATIONS

The Completion and submission of a Building Permit Application is a requirement of securing a Building Permit. The Town will rely upon the information contained in the Application in determining whether a Building Permit should be issued. The submission of inaccurate, misleading or misrepresented information in the Application shall subject the Building Permit to denial, suspension or revocation, and the individual applying for the permit, to all appropriate fines, penalties and other punishments authorized by law. **MINDLY GOVERN YOURSELF ACCORDINGLY.**

WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOU PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE RECORDING YOUR NOTICE OF COMMENCEMENT.

8. OWNER INFORMATION 255 OB LLC Print Name _____ Date <u>03/04/2022</u> Owner's Signature _____ ricardo@treoconstruction.com Owner's Email Address _____ Notary Seal: LIGL D. MALDONADO, Notary Public, State of Florida, Commission # MH 156782, My Comm. Expires Oct 6, 2025, Bonded through National Notary Assn.	9. QUALIFIER INFORMATION RICARDO HALFEN Print Name _____ Date <u>03/04/2022</u> Qualifier's Signature _____ ricardo@treoconstruction.com Qualifier's Email Address _____ Notary Seal: LIGL D. MALDONADO, Notary Public, State of Florida, Commission # MH 156782, My Comm. Expires Oct 6, 2025, Bonded through National Notary Assn.
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DO NOT WRITE BELOW - FOR OFFICE USE ONLY

Approvals	APPROVED/DATE	DISAPPROVED/DATE	FER CATEGORIES:	FEES \$
Building	<u>DEC 1 2022</u>	<u>2022 JUN 0 9 2022</u>	Permit Fee	<u>18,464.00</u>
Structural	<u>DEC 13 2022</u>	<u>APR 0 5 2022</u>	Street Sweeping	<u>45,700.00</u>
Mechanical	<u>03/18/22</u>		Trash Removal	<u>300.00</u>
Electrical	<u>03/18/22</u>		Scanning	<u>758.50</u>
Plumbing	<u>03/18/22</u>	<u>03/18/22</u>	Infrastructure	<u>11,000.00</u>
Landscaping	<u>03/18/22</u>	<u>03/18/22</u>	BCCD	<u>852.40</u>
Zoning	<u>03/18/22</u>		Education	
Grading/ Drainage			State Surcharge	<u>4525.84</u>
Public Works			Sub-Total	<u>91,800.74</u>
Building Director	<u>03/04/2022</u>	<u>03/28/2022</u>	Process Fee	<u>52,899.00</u>
			Total Fees	<u>173,800.74</u>

SPECIAL INSPECTOR REQUIRED FOR ALL STRUCTURAL WORK

Exhibit B

CONSENT AGREEMENT

This is a Consent Agreement (this "Agreement") made this 6th day of January 2026 between the Town of Golden Beach, a Florida municipal corporation (the "Town") and Mark Meland, Trustee of the 495 Ocean Boulevard Trust (the "Owner"). The Town and the Owner may be referred to as a "Party" or collectively as the "Parties".

RECITALS

1. The Owner is the owner of the lot located at 495 Ocean Boulevard (the "Property") within the Town, where the Owner is constructing a single-family home (the "Home").
2. The Town has jurisdiction over the permitting, regulation, and use of all buildings located within its municipal boundaries, including the Home.
3. The Town has issued Building Permit No. B-19-05-8616 for the construction of the Home (the "Permit"). The Permit approves plans, including sheet number A4.0, dated August 8, 2018, last revised January 16, 2019, showing the ground floor of the Home (the "Plan").
4. The Plan incorporates ground floor uses that Town believes may be prohibited under the Florida Building Code, Residential as adopted by the Town (the "FBC") as well as related height provisions within the Town's Land Development Rights (the "LDRs"). The Owner takes exception to the Town's position and its application of the FBC and LDRs to the ground floor uses, and claims the Town is estopped from asserting any non-compliance.
5. In order to resolve the conflict between the Parties and avoid any adverse proceedings, the Town and the Owner wish to enter into this Agreement.

TERMS

1. **Recitals.** The foregoing recitals are true, correct and fully incorporated herein, and the Parties specifically acknowledge that the consideration for this Agreement is valuable and legally sufficient.
2. **Revised Plan.** The Parties agree that the ground floor of the Home will be constructed and used in strict compliance with the revised plan attached hereto as Exhibit "A" (the "Revised Plan"). The Owner agrees to promptly submit the Revised Plan to the Town and the Town agrees to expedite review of the Revised Plan. The Town anticipates that the Revised Plan will be found to conform with the applicable provisions of the FBC and the Town's height limitations within the LDRs. Therefore, during the Town's review process, the Owner may proceed with work in accordance with the Revised Plan. After completion of the Home, any further modification of the uses shown on the Revised Plan shall require the prior approval of the Town in accordance with applicable regulatory requirements.
3. **Use Limitation and Inspection.** After the completion of the Home and upon reasonable notice to the Owner, the Town may from time to time inspect the ground floor of the Home to ensure continued compliance with the terms of this Agreement and that the uses are limited to only those shown on the Revised Plan. Moreover, at no time shall any portion

of the ground floor be used for sleeping on either a permanent or temporary basis. Should a violation occur, the Town may proceed with enforcement through all available legal remedies, including but not limited to code enforcement proceedings.

4. Community Contribution. As further consideration for this Agreement, the Owner has offered to make a financial contribution to the Town. It is expressly understood that said contribution is voluntarily made by the Owner and is not considered a fine or penalty. The Owner intends to tender the contribution to the Town Council for its acceptance on or before the Effective Date provided for in Section 5.7 below.

5. Miscellaneous.

5.1 Notices/Authorized Representatives. Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the Parties (or their successors) at the addresses listed on the signature page of this Agreement or such other address as the Party may have designated by proper notice.

5.2 Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the substantive law of the State of Florida and venue shall be in state court in Miami-Dade County.

5.3 Entire Agreement. This Agreement constitutes the entire agreement and understanding between the Parties and shall not be modified or altered except by written instrument duly executed by the Parties.

5.4 Successors and Assigns. This Agreement shall be binding upon, and shall inure to the benefit of, the Parties and their respective successors, assigns, representatives, and any future owners of the Property or interests affected by this Agreement. Any transfer, conveyance, assignment, or succession of any interest subject to this Agreement shall be expressly made subject to the terms and obligations set forth herein, which shall run with the land and remain fully enforceable against all subsequent holders of such interest.

5.5 Representation by Legal Counsel/Voluntary Execution. The Owner hereby acknowledges and confirms that it has been afforded the opportunity to seek independent legal counsel in connection with this Agreement. The Owner represents and warrants that it has either obtained legal counsel or has voluntarily chosen not to do so, and that it fully understands the terms, conditions and legal implications of this Agreement. The Owner further acknowledges that it is entering into this Agreement voluntarily and of its own free will, without any undue influence, coercion, or duress.

5.6 Counterparts and Electronic Signatures. This Agreement may be executed in several counterparts, whether signed physically or electronically, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

5.7 Effective Date. This Agreement shall become effective upon approval by Resolution of the Town Council (the "Effective Date").

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year as written below.

TOWN OF GOLDEN BEACH, FLORIDA

OWNER

DocuSigned by:
Glenn Singer
By: _____
93B13D0C4CF23493...
Glenn Singer, Town Mayor

Mark Meland, Trustee of the 495 Ocean
Boulevard Trust
DocuSigned by:
Mark Meland
By: _____
1AB6A62BB6464ED...
Mark Meland

1/7/2026
Date: January __, 2026

1/6/2026
Date: January __, 2026

Address for Notices:

Address for Notices:

Town of Golden Beach
Alexander Diaz, ICMA-CM, MPA
Town Manager
Civic Center
100 Ocean Boulevard
Golden Beach, FL 33160
alexanderdiaz@goldenbeach.us (email)

501 Ocean Boulevard
Golden Beach, FL 33160
Email: MBarrocas@sharkninja.com

With a copy to:
Weiss Serota Helfman Cole & Bierman, P.L.
Attn: Stephen J. Helfman, Esq.
Town Attorney
2800 Ponce de Leon Boulevard, 12th Floor
Coral Gables, FL 33134
shelfman@wsh-law.com (email)

With a copy to:
Matthew T. Moore, Esq.
Berman Law Group
3351 N.W. Boca Raton Blvd.
Boca Raton, FL 33431
mmoore@thebermanlawgroup.com (email)

