

APPLICANTS SUBMITTAL

PALMER TRINITY PRIVATE SCHOOL, INC.
VPB-14-001

APPLICATION

PALMER TRINITY PRIVATE SCHOOL, INC.

VPB-14-001

June 26, 2014

Mr. Darby Delsalle
Director
Planning and Zoning Department
Village Hall
9705 East Hibiscus Street
Palmetto Bay, Florida 33157

Re: Palmer Trinity Private School

Dear Mr. Delsalle:

This letter amends the letter of intent previously submitted by Palmer Trinity Private School, Inc. on March 12, 2014.

We have been advised that the Village has determined that the site plan submitted by Palmer Trinity will be considered only in accordance with Village ordinances currently in effect and independently of any proposal to settle pending litigation. Accordingly, we understand that the Village will neither advertise nor conduct a quasi-judicial hearing on the settlement proposal that was accepted by the Village Council on September 9, 2013. Because the site plan prepared by MCHarry Associates dated June 19, 2014 ("2014 Site Plan") complies in all respects with the Village's comprehensive plan and adopted ordinances, Palmer Trinity requests approval of said site plan. By submitting this request, Palmer Trinity does not waive and accordingly reserves the right to pursue a settlement at a later date and time, as appropriate.¹

Subsequent to the adoption of Resolution 2010-48, the Village amended its Land Development Code by adopting Division 30-110 which regulates private schools, religious facilities and child care facilities. The Village now has comprehensive, legislative criteria that must be applied uniformly to all private schools. A public hearing is required to determine that all standards established in Division 30-110 have been met. See Section 30-110.2, Village Development Code. The 2014 Site Plan complies in all respects with the requirements of Division 30-110 and no variances have been

¹ Relatedly, the submittal of this site plan shall not be construed as a waiver of any previously accrued or vested right under prior versions of the Village Land Development Code.

requested. Accordingly, Palmer Trinity requests a public hearing to approve the 2014 Site Plan pursuant to Section 30-110.2.

Specifically, Palmer Trinity seeks to replace the site plan approved in 2010 ("2010 Site Plan") by Resolution No. 2010-48, as amended by Resolution Nos. 2011-53 and 2012-64 (collectively, "the Resolutions") and the conditions set forth in the Resolutions with the 2014 Site Plan. (Most of the conditions contained in Resolution 2010-48 have either been codified in Division 30-110 or have been incorporated into the 2014 Site Plan). Palmer Trinity also requests release of the covenant in lieu of unity of title provided and recorded by Palmer Trinity pursuant to the Resolutions.

In addition to complying with currently adopted Village ordinances and with the criteria incorporated into the 2014 Site Plan, in exchange for approval of its site plan, Palmer Trinity voluntarily agrees to the following conditions:

- 1) Student enrollment will not exceed 1,150 students.
- 2) Phasing of student enrollment shall not exceed the numbers shown on Exhibit "C" (copy attached) of Resolution No. 2010-48.
- 3) The 2014 Site Plan does not change the traffic patterns of the 2010 site plan, and Palmer Trinity shall implement the mitigation initiatives as delineated in the David Plummer & Associates Report dated April 22, 2010, including the following:
 - a) Old Cutler Road/SW 184 Street — add a southbound right turn lane; signal phasing adjustments.
 - b) SW 184 Street at the project driveway — Construct an eastbound left turn lane.
 - c) SW 184 Street at the project driveway — Construct a westbound right turn lane.
 - d) Prior to the issuance of a certificate of occupancy for any new structure, the turning lane at the SW 184 Street entrance shall be completed.

Palmer Trinity has already constructed the perimeter wall and installed perimeter landscaping as required by the Resolutions. You will note, however, that Palmer Trinity was precluded by the condition restated in Item 3(d), above, from completing any new structures until the SW 184th Street entrance was completed. Construction on SW 184th Street requires the approval of Miami-Dade County. The permitting process has taken very long, despite the best efforts of Palmer Trinity and the Plummer firm. The County just issued one of the necessary approvals a few weeks ago. As a result of



Mr. Darby Delsalle
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permitting delays beyond Palmer Trinity's ability to control, we are requesting that the existing portable classrooms on the north parcel be permitted to remain until a classroom building can be constructed and occupied. Under existing conditions, a classroom building cannot be occupied until SW 184th Street has been completed. The existing portables are well-screened by landscaping and should not be a cause for concern.

Please contact me if you have any questions regarding this Amended Letter of Intent or the 2014 Site Plan. Thank you for your consideration of Palmer Trinity's 2014 Site Plan.

Sincerely,


Eileen Ball Mehta

cc: Michael Baiamonte

MIAMI 4221986.3 70000/60140



BILZIN SUMBERG BAENA PRICE & AXELROD LLP

**PALMER TRINITY SCHOOL
ENROLLMENT PROJECTIONS**

School Year	Total Enrollment	Additional students from prior year	Percentage Increase
* 2012 - 2013	700	20	2.94%
* 2013 - 2014	720	20	2.86%
2014 - 2015	740	20	2.78%
2015 - 2016	840	100	13.51%
2016 - 2017	890	50	5.95%
2017 - 2018	942	52	5.84%
2018 - 2019	994	52	5.52%
2019 - 2020	1036	42	4.23%
2020 - 2021	1063	27	2.61%
2021 - 2022	1090	27	2.54%
2022 - 2023	1117	27	2.48%
2023 - 2024	1137	20	1.79%
2024 - 2025	1150	13	1.14%

* Enrollment granted and vested per previous approval Resolution #2012-64 adopted on August 29, 2012

App. 12/2013



Palmer Trinity Private School, Inc.
7900 SW 176th Street, Palmetto Bay, FL 33157
305-251-2230 - www.palmertrinity.org

March 12, 2014

Mr. Darby Delsalle
Director
Planning and Zoning Department
Village Hall
9705 East Hibiscus Street
Palmetto Bay, Florida 33157

Re: Palmer Trinity Private School
Zoning Application No. VPB 07-012-B

Dear Mr. Delsalle:

Please accept this letter and enclosures as the request of Palmer Trinity Private School, Inc. ("Palmer Trinity") for a public hearing to amend Resolution No. 2010-048 in furtherance of action taken by the Village Council at its meeting of September 9, 2013.

Palmer Trinity originally filed its Zoning Hearing Application No. 07-012-B ("Application") in 2006. In the ensuing years several public hearings have been conducted by the Village on the Application, and several judicial actions have been initiated by Palmer Trinity as a result of resolutions adopted by the Village at those public hearings. At this time, all lawsuits and appellate proceedings with regard to the Application have been resolved except one, that is, the case of *Palmer Trinity Private School, Inc. v. Village of Palmetto Bay, Florida*, Case No. 08-28977 CA 30.

In an attempt to bring the Application to finality and to settle the outstanding litigation, Palmer Trinity submitted a settlement offer to the Village by letter of Sean M. Cleary, Esq. dated August 21, 2013. The Village Council accepted Palmer Trinity's settlement offer on September 9, 2013, subject to a quasi-judicial hearing.

By filing the enclosed Zoning Hearing Application Palmer Trinity requests that the Village conduct a quasi-judicial hearing on the proffered settlement. To facilitate your preparation for the public hearing, we are also submitting a site plan that is consistent with the terms of the settlement proposal. As recognized by the prior Village Attorney and the prior Director, the Application, filed prior to the adoption of the Village's Land Development Regulations, is governed by the Miami-Dade County Code. The Village's Code, however, mirrors the County Code in most respects, and, to the extent possible while maintaining consistency with the settlement offer, the enclosed site plan complies with both codes.



Palmer Trinity Private School, Inc.
7900 SW 176th Street, Palmetto Bay, FL 33157
305-251-2230 - www.palmertrinity.org

Mr. Darby Delsalle
March 12, 2014
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Palmer Trinity requests that the Village conduct a quasi-judicial public hearing and adopt a resolution amending Resolution No. 2010-048 consistent with the settlement proposal. It is further requested that such resolution approve the enclosed site plan.

As stated in Mr. Cleary's letter, the settlement shall not go into effect until the time for appealing the resolution approving the settlement has expired and no appeals or other judicial proceedings have been filed. Any third party challenges to the settlement shall be deemed to terminate the offer of settlement. If the resolution is approved and becomes final, Palmer Trinity will request that the court in the pending litigation enter an appropriate order to effectuate the settlement.

Thank you for your consideration of Palmer Trinity's Application.

Sincerely,

A handwritten signature in blue ink, appearing to read "Thomas Reid".

Thomas Reid
Head of School

cc: Village Manager



ZONING HEARING (ZH) APPLICATION
Village of Palmetto Bay, Department of Planning and Zoning

LIST ALL FOLIO #S: 33-5034-000-0580 & 33-5034-000-0620

Date Received _____

1. NAME OF APPLICANT (Owner(s) of record of the property or lessee. If applicant is a lessee, an executed 'Owner's Sworn-to-Consent' and copy of a valid lease for 1 year or more is required. If the applicant is a corporation, trust, partnership, or like entity, a 'Disclosure of Interest' is required).

Palmer Trinity Private School, Inc. (Est. 1972 6-12th Grade)

2. APPLICANT'S MAILING ADDRESS, TELEPHONE NUMBER:

Mailing Address: 7900 SOUTHWEST 176TH STREET
City: PALMETTO BAY State: FL Zip: 33157-6242 Phone#: 305.251.2230

3. OWNER'S NAME, MAILING ADDRESS, TELEPHONE NUMBER:

Owner's Name (Provide name of ALL owners): SAME AS ABOVE

City: _____ State: _____ Zip: _____ Phone#: _____

4. CONTACT PERSON'S INFORMATION:

Name: Company: José Chao CPA/CFO, Palmer Trinity School, Inc.
City: Palmetto Bay State: FL Zip: 33157 Cell Phone#: 786-512-4232
Phone#: 305.969.4205 Fax#: 305-259-1143 E-mail: jchao@palmertrinity.org

5. LEGAL DESCRIPTION OF ALL PROPERTY COVERED BY THE APPLICATION

(Provide complete legal description, i.e., lot, block, subdivision name, plat book & page number, or metes and bounds. Include section, township, range. If the application contains multiple rezoning requests, a legal description for each requested zone must be provided. Attach separate sheets as needed and clearly label (identify) each legal description attached. In addition to paper version it is requested that lengthy metes and bounds descriptions be provided on diskette or compact disc in Microsoft Word or compatible software.)

The East half (E 1/2) of NW 1/4 of the SE 1/4 of Section 34, Township 55 South, Range 40 East, of the Public Records of Miami-Dade County, Florida

and

The Easterly three fourths (E 3/4) of the SW 1/4 of the SE 1/4 of Section 34, Township 55 South, Range 30 East, of the Public Records of Miami- Dade County, Florida

6. ADDRESS OR LOCATION OF PROPERTY (For location, use description such as NE corner of, etc.)

7900 SW 176TH Street & 8001 SW 184TH Street

7. **SIZE OF PROPERTY** (in acres): 53.27+/- (divide total sq. ft. by 43,560 to obtain acreage)

8. **DATE** property acquired leased: 1961 & 8/2003

9. **Lease term:** N/A years
(month & year)

10. **IS CONTIGUOUS PROPERTY OWNED BY THE SUBJECT PROPERTY OWNER(S)?** yes no
 If yes, provide complete legal description of said contiguous property.

11. Is there an option to purchase or lease the subject property or property contiguous thereto? no yes (If yes, identify potential purchaser or lessee and complete 'Disclosure of Interest' form)

12. **PRESENT ZONING CLASSIFICATION:** E-M

13. **APPLICATION REQUESTS** (Check all that apply and describe nature of the request in space provided)

District Boundary (zone) Changes [Zone(s) requested]: _____
(Provide a separate legal description for each zone requested)

Unusual Use: _____

Use Variance: _____

Non-Use Variance: _____

Alternative Site Development: Option: _____

Special Exception: _____

Modification of previous resolution/plan: Pursuant to settlement of pending litigation

Modification of Declaration or Covenant: _____

14. Has a public hearing been held on this property within the eighteen (18) months? no yes.
If yes, provide applicant's name, date, purpose and result of hearing, and resolution number:

15. Is this application a result of a violation notice? no yes. If yes, give name to whom the violation notice was served: and describe the violation: _____

16. Describe structures on the property: Existing private school

17. Is there any existing use on the property? no yes. If yes, what use and when established? _

Use: Existing school Year: early 1960s

Planning Staff Use Only

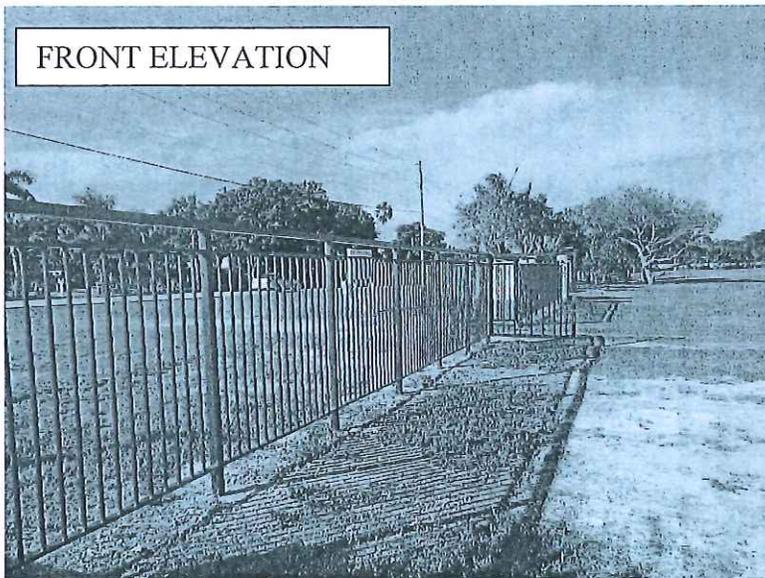
Base Fee	Reviewed and Accepted by	Date
Receipt No.	Deemed Complete By	Date

ZH-01 (06/16/08)

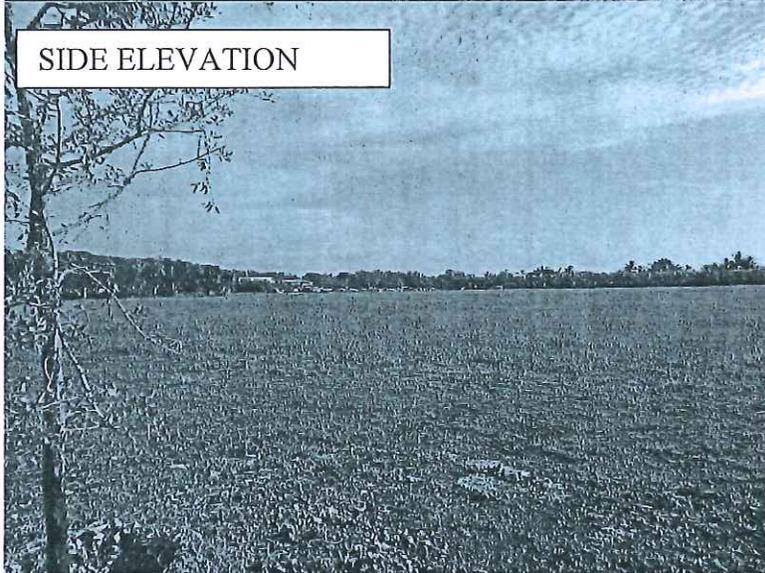
K:\Users \Zoning Applications\New ZH Applications

PHOTOGRAPHS

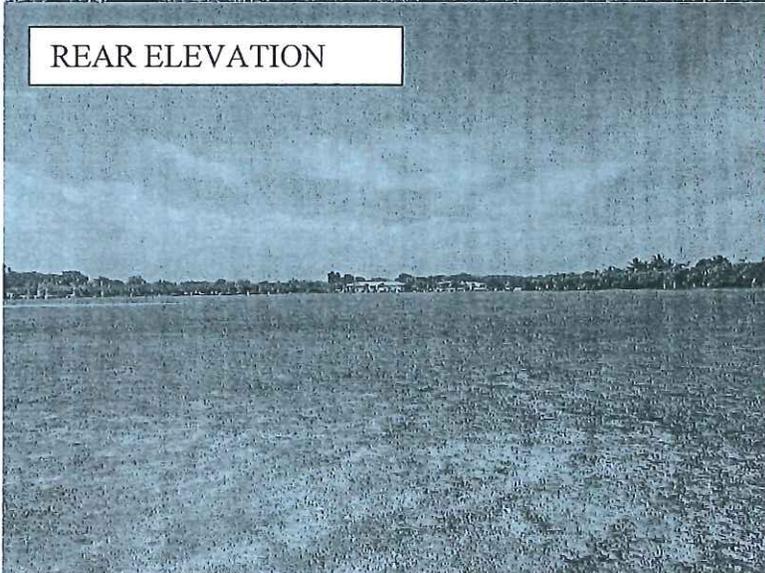
FRONT ELEVATION



SIDE ELEVATION



REAR ELEVATION



APPLICANT'S AFFIDAVIT

The Undersigned, first being duly sworn depose that all answers to the questions in this application, and all supplementary documents made a part of the application are honest and true to the best of (my)(our) knowledge and belief. (I)(We) understand this application must be complete and accurate before the application can be submitted and the hearing advertised.

OWNER OR TENANT AFFIDAVIT

(I)(WE), _____, being first duly sworn, depose and say that (I am) (we are) owner tenant of the property described and which is the subject matter of the proposed hearing.

Signature _____ Signature _____

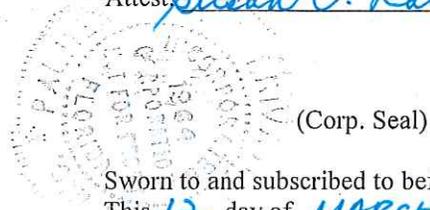
Sworn to and subscribed to before me this ____ day of _____, _____. Notary Public: _____ Commission Expires: _____

NON PROFIT CORPORATION AFFIDAVIT

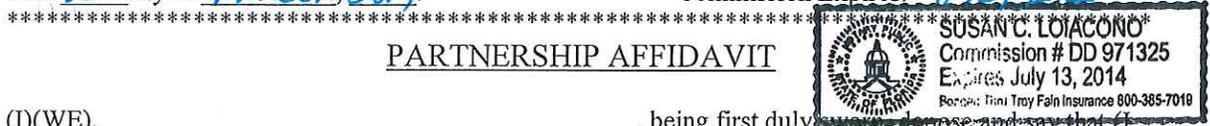
I, Tom Reid, being first duly sworn, depose and say that I am the President of Palmer Trinity Private School, Inc. , and as such, have been authorized by the corporation to file this application for public hearing; and that said corporation is the owner of the property described herein and which is the subject matter of the proposed hearing.

Attest: Susan C. Loiacono

Tom Reid
Tom Reid, President / Head of School
Palmer Trinity Private School, Inc.



Sworn to and subscribed to before me This 12 day of MARCH, 2014. Notary Public: Susan C. Loiacono Commission Expires: 07-13-14



PARTNERSHIP AFFIDAVIT

(I)(WE), _____, being first duly sworn, depose and say that (I am) (we are) partners of the hereinafter named partnership, and as such, have been authorized to file this application for a public hearing; and that said partnership is the owner tenant of the property described herein which is the subject matter of the proposed hearing.

By _____ % By _____ %

By _____ % By _____ %

Sworn to and subscribed to before me This ____ day of _____, _____. Notary Public: _____ Commission Expires: _____

ATTORNEY AFFIDAVIT

I, Stanley B. Price , being first duly sworn, depose and say that I am a State of Florida Attorney at Law, and I am Attorney for the Owner of the property described and which is the subject matter of the proposed hearing.

Signature _____

Sworn to and subscribed to before me This ____ day of _____, _____. Notary Public: _____ Commission Expires: _____

RESPONSIBILITIES OF THE APPLICANT AFFIDAVIT

I AM AWARE THAT:

1. The Public Works Department, the Department of Environmental Resources Management (DERM), and other County agencies review and critique zoning hearing applications which may affect the scheduling and outcome of my hearing. These reviews may require additional hearings before DERM's Environmental Quality Control Board (EQCB), or other County boards, and/or the proffering of agreements to be recorded. I am also aware that I must comply promptly with any DERM or Public Works conditions and advise this office in writing if my application will be withdrawn.
2. Filing fees may not be the total cost of a hearing. Some requests require notices to be mailed to property owners up to a mile from the subject property and I am responsible for paying the additional radius mailing costs. In addition to mailing costs, I am responsible for additional fees related to application changes, plan revisions, deferrals, re-advertising, etc., that may be incurred. I understand that fees must be paid promptly. Applications withdrawn within 60 days of the filing are eligible for a refund of 50% of the hearing fee but after that time hearings withdrawn or returned will be ineligible for a refund. Refunds must be requested in writing.
3. The Florida Building code requirements may affect my ability to obtain a building permit even if my zoning application is approved; and a building permit will probably be required. I am responsible for obtaining any required permits and inspections for all structures and additions proposed, or built without permits. And that a Certificate of Use (C.U.) must be obtained for the use of the property after it has been approved at Zoning Hearing. Failure to obtain the required permits and/or C.U., Certificates of Completion (C.C.) or Certificate of Occupancy (C.O.) will result in enforcement action against any occupant and owner. Submittal of the Zoning Hearing application may not forestall enforcement action against the property.
4. The 3rd District Court of Appeal has ruled that zoning applications inconsistent with the Comprehensive Plan (CP) cannot be approved by a zoning board based upon considerations of fundamental fairness. Therefore, I acknowledge that if the hearing request is inconsistent with the CP and I decide to go forward then my hearing request can only be denied or deferred, but not approved.
5. Any covenant to be proffered must be submitted to the Village Attorney, on County form, at least 1 month prior to the hearing date. The covenant will be reviewed and the applicant will be notified if changes or corrections are necessary. Once the covenant is acceptable, the applicant is responsible to submit the executed covenant with a current 'Opinion of Title' within 1 week of the hearing. Village Attorney can advise as to additional requirements applicable to foreign corporations. Documents submitted to the Village Attorney must carry a cover letter indicating subject matter, application number and hearing date. Village Attorney may be reached at (305) 854-5353.

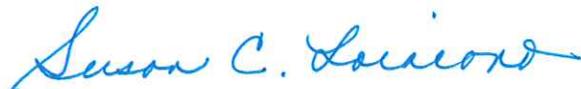

Thomas J. Reid, Head of School
Palmer Trinity Private School, Inc.

Sworn to and subscribed before me this 12 day of MARCH, 2014. Affiant is personally known to me or has produced _____ as identification.

(Notary Public)

My commission expires





**OWNERSHIP AFFIDAVIT
FOR
NON PROFIT CORPORATION**

STATE OF _____ Public Hearing No. _____
COUNTY OF _____

Before me, the undersigned authority, personally appeared Thomas J. Reid
hereinafter the Affiant(s), who being first duly sworn by me, on oath, deposes and says:

1. Affiant is the president the Corporation, with the following address:
7900 SW 176th Street
2. The Corporation owns the property which is the subject of the proposed hearing.
3. The subject property is legally described as:
The East half (E 1/2) of NW 1/4 of the SE 1/4 of Section 34, Township 55 South, Range 40 East, of the Public Records of Miami-Dade County, Florida and The Easterly three fourths (E 3/4) of the SW 1/4 of the SE 1/4 of Section 34, Township 55 South, Range 30 East, of the Public Records of Miami-Dade County, Florida
4. Affiant is legally authorized to file this application for public hearing.
5. Affiant understands this affidavit is subject to the penalties of law for perjury and the possibility of voiding of any zoning granted at public hearing.

Witnesses:

Susan C. Loiacono
Signature

Thomas J. Reid
Thomas J. Reid, Head of School
Palmer Trinity Private School, Inc.

SUSAN C. LOIACONO
Print Name

John CFO/CPA CPT
Signature

Jose Chao
Print Name

Sworn to and subscribed before me on the 12 day of MARCH 2014.

Affiant is personally known to me or has produced _____ as identification.

Notary Susan C. Loiacono

(Stamp/Seal) 
Commission Expires: 07-13-14

**OWNERSHIP AFFIDAVIT
FOR
INDIVIDUAL**

STATE OF _____ Public Hearing No. _____
COUNTY OF _____

Before me, the undersigned authority, personally appeared _____
_____ hereinafter the Affiant, who being first duly sworn by me, on
oath, deposes and says:

- 6. Affiant is the fee owner of the property that is the subject of the proposed hearing.
- 7. The subject property is legally described as:

- 8. Affiant understands this affidavit is subject to the penalties of law for perjury and the possibility of voiding of any zoning granted at public hearing.

Witnesses:

Signature Affiant's signature

Print Name Print Name

Signature

Print Name

Sworn to and subscribed before me on the _____ day of _____ 20_____.

Affiant is personally known to me or has produced _____ as identification.

Notary

(Stamp/Seal)
Commission Expires:

DISCLOSURE OF INTEREST*

If a NON PROFIT CORPORATION owns or leases the subject property, list principal stockholders and percent of stock owned by each. [Note: Where principal officers or stockholders consist of other corporation(s), trust(s), partnership(s) or other similar entities, further disclosure shall be made to identify the natural persons having the ultimate ownership interest].

NON PROFIT CORPORATION NAME: Palmer Trinity Private School, Inc., a Florida non profit corporation (no stock involved)

NAME AND ADDRESS

Officers

Michael Baiamonte
16340 SW 84th Place
Palmetto Bay, FL 33157

Chairman

LUDOVICI, SUSAN
17415 South Dixie Hwy
Palmetto Bay, FL 33157

Trustee

Thomas Reid
7900 SW 176th Street,
Palmetto Bay, FL 33157

Head of School

Charles Klenk
15040 SW 176th Court
Palmetto Bay FL 33157

Treasurer

Bronwen Rutter
8195 SW 151st Street
Homestead, FL 33031

Vice Chairperson

If a **TRUST** or **ESTATE** owns or leases the subject property, list the trust beneficiaries and the percent of interest held by each. [Note: Where beneficiaries are other than natural persons, further disclosure shall be made to identify the natural persons having the ultimate ownership interest].

TRUST/ESTATE NAME: N/A

NAME AND ADDRESS

Percentage of Interest

If a PARTNERSHIP owns or leases the subject property, list the principals including general and limited partners. [Note: Where the partner(s) consist of another partnership(s), corporation(s), trust(s) or other similar entities, further disclosure shall be made to identify the natural persons having the ultimate ownership interest].

PARTNERSHIP OR LIMITED PARTNERSHIP NAME:

N/A

NAME AND ADDRESS

Percentage of Interest

If there is a **CONTRACT FOR PURCHASE**, by a Corporation, Trust or Partnership list purchasers below, including principal officers, stockholders, beneficiaries or partners. [Note: Where principal officers, stockholders, beneficiaries or partners consist of other corporations, trusts, partnerships or other similar entities, further disclosure shall be made to identify natural persons having the ultimate ownership interests].

NAME OF PURCHASER: _____ N/A _____

<u>NAME, ADDRESS AND OFFICE</u> (if applicable)	<u>Percentage of Interest</u>
_____	_____
_____	_____

Date of Contract: _____

If any contingency clause or contract terms involve additional parties, list all individuals or officers, if a corporation, partnership or trust.

_____	_____
_____	_____

NOTICE: For any changes of ownership or changes in purchase contracts after the date of the application, but prior to the date of final public hearing, a supplemental disclosure of interest is required.

The above is a full disclosure of all parties of interest in this application to the best of my knowledge and belief.

Signature: [Handwritten Signature]
(Applicant)

Sworn to and subscribed before me this 12 day of MARCH, 2014. Affiant is personally known to me or has produced _____ as identification.

[Handwritten Signature: Susan C. Loiacono]
(Notary Public)



My commission expires: 07-13-14

*Disclosure shall not be required of: 1) any entity, the equity interests in which are regularly traded on an established securities market in the United States or another country; or 2) pension funds or pension trusts of more than five thousand (5,000) ownership interests; or 3) any entity where ownership interests are held in a partnership, corporation or trust consisting of more than five thousand (5,000) separate interests, including all interests at every level of ownership and where no on (1) person or entity holds more than a total of five percent (5%) of the ownership interest in the partnership, corporation or trust. Entities whose ownership interests are held in a partnership, corporation, or trust consisting of more than five thousand (5,000) separate interests, including all interests at every level of ownership, shall only be required to disclose those ownership interest which exceed five (5) percent of the ownership interest in the partnership, corporation or trust.

Department of Planning and Zoning
Zoning Hearings Section
111 NW 1 Street, 11th Floor
Miami, FL 33128
(305) 375-2640

CHILDCARE CHECKLIST REQUIREMENTS FOR ZONING HEARING

1. Day nurseries, day cares and kindergartens require a public hearing unless the property intended for such use is zoned RU-3, RU-3M, RU-3B, RU-4L, RU-4M, RU-4, RU-4A, RU-5, RU-5A, OPD, BU (business) or IU (Industrial) and meet all requirements including setbacks for buildings of public assemblage where occupancy is for 25 or more, or other applicable setbacks. Must also comply with all other code requirements including, but not limited to, handicap accessibility and plumbing fixtures count.

Private schools are permitted on properties zoned RU-3, RU-3M, RU-3B, RU-4L, RU-4M, RU-4, RU-4A, AU and BU (Business) subject to compliance with the aforementioned requirements.

2. Must comply with all requirements of Article XA, (§ 33-151.11 through 33-151.22) Zoning Code of Miami-Dade County.

3. Submit six full sets of plans for zoning hearing review, including:

- a. Site plans with zoning legend, showing outdoor playground area with a fence, parking spaces and stacking
- b. Floor plans identifying classroom area(s) – dimensioned (note: for 50 or more children the plans must be sealed by and architect or engineer)
- c. Completed Child Care Checklist (attached)
- d. Landscape plans, Landscape Legend and Certification of Compliance with Chapter 18A (Landscape Code)

This application and accompanying plans will be reviewed by the Department of Planning and Zoning. Early contact with the sections involved would be beneficial to the applicant. Contact the Zoning Information Section at (305) 375-1808, the Zoning Processing Section at (786) 315-2650, and the Planning Division at (305) 375-2800. Apply for a building permit at 11805 S.W. 26th Street, between the hours of 7:30 AM and 10:00 AM Tuesday through Friday. If you have any questions regarding the process for applying for building permit, please contact the Permit Section at (786) 315-2100.

DEFINITIONS

Day Nursery	Child care for infants and children up to the age of six (6).
Kindergarten	Childcare and preschool programs for children ages four (4) through six (6).
After-School Care	Child care and recreation for children above the age of five (5) when no formal schooling program is conducted and where the care provided is generally after school, on weekends, school holidays and vacation.
Baby-sitting Service for Shoppers	Childcare for limited time periods (maximum three (3) hours) provided within a shopping center solely for the convenience of the patrons, and limited to not more than forty (40) children at any one time.
College or University	An institution of higher learning beyond the high school level
Family Day Care	Childcare and recreation with a maximum of five (5) children including the day care operator's own children.
Private School	This term as used herein refers to any private institution providing childcare and/or instruction at any level from infants through the college levels.
Elementary, Junior, and/or Senior High	Reference to these schools are to be broadly interpreted to encompass any schools, graded or ungraded, whose students are within the age ranges typically found at these school levels.
Child, Student, Pupil	The terms "child", "student", or "pupil" and their plurals are used interchangeably.

**Child Care Check List For
Day Nursery, Day Care, Kindergarten, Private Schools**

School Name Palmer Trinity Private School, Inc.

School Address 8001 SW 184th Street and 7900 SW 176 Street

Tax Folio # 33-5034-000-0620 and 33-5034-000-0580

Is this an expansion to an existing school? Yes No If yes, indicate the number of students
_____ and age and grade range originally approved: Grades 6-12

Total size of site: irregular x _____ 43,560 sq.ft. = 53.27 acres

Number of children / students requested 1150 Ages 1st - 12th grade

Number of teachers: 152, number of administrative & clerical personnel 115

Number of classrooms: 110. Total square footage of classroom area: 83,195 sq. ft.

Total square footage of non-classroom area: (office, bathrooms, kitchens, closets) _____
241,308 sq. ft.

Amount of exterior recreation / play area in square footage: 780,036 sq. ft.

Number & type of vehicle(s) that will be used in conjunction with the operation of the facility:
4 support, 7 transport

Number of parking spaces provided for staff, visitors, and transportation vehicles:
851 parking spaces provided 792 parking spaces required by Section 33-124(L)

Indicate the number of auto stacking spaces: 108 provided 5 required

Proposed height for the structure(s): 35' See Section 33-151.18(g)

Size of your identification sign: 4 x 6 = 24 sq. ft. See Section 33-151.18(c) Signage
will require a separate permit. Contact the Permit Section at 786-315-2100.

Days and hours of operation 7 am - 11 pm daily

Does the subject facility share the site with other facilities? Yes No (If yes, the space which
will be used solely for the school facility during the hours of operation must be indicated on the
plans, pursuant to Section 33-151.16)

If your school will include residential uses, do such uses meet the standards provided in Sec 33-
151.17? _____ Yes No (If yes, describe the residential uses and indicate same on the
plans.)

PHYSICAL STANDARDS: OUTDOOR RECREATION SPACE AND CLASSROOM SPACE
MUST BE CALCULATED IN TERMS OF THE MAXIMUM NUMBER OF CHILDREN IN
ATTENDANCE AT ANY ONE TIME.

The following information will determine the maximum number of children permitted at the facility.
WHEN GRADE LEVELS OVERLAP, THE MORE RESTRICTIVE SHALL BE USED.

CLASSROOM SPACE: Calculated by grade levels

a. Day Nursery / Kindergarten, preschool and after school care

35 sq. ft. x 0 (number of children) = 0 sq. ft. of classroom area required

b. Elementary Grades 1-6

30 sq. ft. x 278 (number of children) = 8,340 sq. ft. of classroom area required

c. Junior High and Senior High School (Grades 7 – 12)

25 sq. ft. x 872 (number of children) = 21,800 sq. ft. of classroom area required

TOTAL SQUARE FOOTAGE OF CLASSROOM AREA REQUIRED: 30,140 sq. ft.
TOTAL SQUARE FOOTAGE OF CLASSROOM AREA PROVIDED: 89,195 sq. ft.

OUTDOOR RECREATION SPACE:

a. Day nursery / kindergarten, preschool and after school care

- 45 sq. ft. x 0 ($\frac{1}{2}$ of children) = 0 sq. ft.

b. Grades 1-6 - 500 sq. ft. x 30 (first 30 children) = 15,000 sq. ft.

- 300 sq. ft. x 248 (remaining children) = 74,400 sq. ft.

c. Grades 7-12 - 800 sq. ft. x 30 (first 30 children) = 24,000 sq. ft.

- 300 sq. ft. x 300 (next 300 children) = 90,000 sq. ft.

- 150 sq. ft. x 542 (remaining children) = 81,300 sq. ft.

TOTAL SQUARE FOOTAGE OF OUTDOOR RECREATION SPACE REQUIRED: 284,700 sqft

TOTAL SQUARE FOOTAGE OF OUTDOOR RECREATION SPACE PROVIDED: 780,036 sqft

TREES: See Section 33-151.18(h), and the Planning Division for additional requirements
(12th floor)

a. 12 trees are required per net acre (excluding sport fields). Trees required 465 Trees
provided: 1 948

b. Ten shrubs are required for each tree required. Shrubs required: 4650 Shrubs
provided 5991

c. Grass area for organized sports/play area in square feet: 780,036 sq ft

d. Lawn area in square feet (exclusive of organized sports/play area): 1,265,692 sq ft

School Address: 8001 SW 184th Street and 7900 SW 176 Street , Palmetto Bay, Florida
Zip Code 33157

THE INFORMATION ABOVE IS COMPLETE AND IS CORRECT TO THE BEST OF MY KNOWLEDGE.



(Applicant's Signature)

Thomas J. Reid

Thomas J. Reid, Palmer Trinity Private School, Inc., a Florida not-for-profit corporation

Signed, sealed, executed and acknowledged on this 12th day of March, 2014 at Miami-Dade County, Florida.

WITNESSES

Susan C. Loiacono

Joshua O'Neil CFO @ PTB

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

I hereby certify that on this 12th day of March, 2014, before me personally appeared Thomas J. Reid, to me known to be the person described in and who executed the foregoing instrument and he/she acknowledged to me the execution thereof to be his/her free act and deed for the uses and purposes therein mentioned.

MY COMMISSION EXPIRES:

Susan C. Loiacono



607577

This instrument was prepared by and
when recorded return *to*:
Eileen Ball Mehta
Bilzin Sumberg Baena Price & Axelrod LLP
1450 Brickell Avenue
Suite 2300
Miami, FL 33131

(Space reserved for Clerk)

COVENANT RUNNING WITH THE LAND IN LIEU OF UNITY OF TITLE

KNOW ALL BY THESE PRESENTS that the undersigned Owner hereby makes, declares and imposes on the land herein described, these easements and covenants running with the title to the land, which shall be binding on the Owner, all heirs, successors and assigns, personal representatives, mortgagees, lessees, and against all persons claiming by, through or under them;

WHEREAS, Owner holds the fee simple title to the land in the Village of Palmetto Bay, Florida, described in Exhibit "A," attached hereto and made a part hereof, hereinafter called the "Property."

WHEREAS, Owner intends to develop said Property for use as a school;

WHEREAS, Owner intends to develop the buildings on the Property in two or more phases, and

WHEREAS, Owner may wish to obtain financing or to convey an interest in portions of the Property from time to time, this instrument is executed in order to assure that the phased development of the Property with future multiple ownership, will not violate the Zoning Code of the Village of Palmetto Bay.

NOW THEREFORE, in consideration of the premises, Owner hereby agrees as follows:

1. The Property, identified in Exhibit "A," attached hereto, will be developed in substantial conformity with the site plan entitled, Palmer Trinity Private School Campus Master Plan, prepared by Duany Plater-Zyberk & Co., consisting of 48 pages, dated stamped received by the Village of Palmetto Bay the 19th day of April, 2010 (hereinafter "site plan"). Development of the Property is subject to the Village of Palmetto Bay Zoning Resolution No. 2010-48, as amended and approved on August 31, 2012.

No modification shall be effected in said site plan without the written consent of the then owner(s) of the phase or portion of the Property for which modification is sought, and the Director of the Department of Planning and Zoning; provided the Director finds that the modification conforms with the standards established in Section 30-30.2(d)(13)(d) of the Code of the Village of Palmetto Bay, and provided further, that should the Director withhold such approval, the then owner(s) of the phase or portion of the Property for which modification is sought shall be permitted to seek such modification by application to modify the plan or covenant at public hearing before the Village Council of the Village of Palmetto Bay.

2. If the Property is developed in phases, each phase will be developed in substantial accordance with the site plan. Each phase, or stage of development, when standing independently or in conjunction with existing, developed, contiguous phases or stages, shall meet all zoning requirements.
3. In the event of multiple ownership subsequent to said site plan approval, each of the subsequent owners, mortgagees and other parties in interest shall be bound by the terms, provisions and conditions of this instrument. Owner further agrees that it will not convey portions of the Property to such other parties unless and until the Owner and such other party or parties shall have executed and mutually delivered in recordable form, an instrument to be known as an "Easement and Operating Agreement" which shall contain, among other things:
 - (i) easements in the common area of each parcel for ingress to and egress from other parcels;
 - (ii) easements in the common area of each parcel for the passage and parking of vehicles;
 - (iii) easements in the common area of each parcel for the passage and accommodation of pedestrians;
 - (iv) easements for access roads across the common area of each parcel to public and private roadways;
 - (v) easements for the installation, use, operation, maintenance, repair, replacement, relocation and removal of utility facilities in appropriate areas in each such parcel;
 - (vi) easements on each such parcel for construction of buildings and improvements in favor of each such other parcel;
 - (vii) easements upon each such parcel in favor of each adjoining parcel for the installation, use, maintenance, repair, replacement and removal of common construction improvements such as footings, supports and foundations;
 - (viii) easements on each parcel for attachment of buildings;
 - (ix) easements on each such parcel for building overhangs, other overhangs and projections encroaching upon such parcel from adjoining parcel such as, by way of example, marquees, canopies, lights, lighting devices, awnings, wing walls and the like;
 - (x) appropriate reservation of rights to grant easements to utility companies;
 - (xi) appropriate reservation of rights to dedicate road rights-of-way and curb cuts;
 - (xii) easements in favor of each such parcel for pedestrian and vehicular traffic over dedicated private ring roads and access roads; and
 - (xiii) appropriate agreements between the owners of the several parcels as to the obligation to maintain and repair all private roadways, parking facilities, common areas and the like.

- (xiv) In addition, the easement and operating agreement(s) shall contain provisions with respect to the operation, maintenance and development of the Property despite having several owners ensuring that the Property(ies) will be constructed, conveyed, maintained and operated in accordance with the approved site plan.

The easement provisions or portions thereof, may be waived by the Director of the Department of Planning and Zoning, if they are not applicable to the subject application. When executed, the Easement and Operating Agreement shall not be amended without the prior written approval of the Office of the Village Attorney of Palmetto Bay. Nonuse variances created solely by separate ownership may be waived by the Village Attorney. Waiver shall be approved by the Director of the Department of Planning and Zoning and by the Village Attorney. Such Easement and Operating Agreement may contain such other provisions with respect to the operation, maintenance and development of the Property as to which the parties thereto may agree, all to the end that although the Property may have several owners, it will be constructed, conveyed, maintained and operated in accordance with the approved site plan.

4. The provisions of this instrument shall become effective upon their recordation in the public records of Miami-Dade County, Florida, and shall continue in effect for a period of thirty (30) years after the date of such recordation, after which time they shall be extended automatically for successive periods of ten (10) years each, unless released in writing by the then owners of the Property and the Director of the Department of Planning and Zoning, acting for and on behalf of the Village of Palmetto Bay, upon the demonstration and affirmative finding that the same is no longer necessary to preserve and protect the Property for the purposes herein intended.
5. The provisions of this instrument may be amended, modified or released by a written instrument executed by the then Owner or Owners of the Property, with joinders by all mortgagees, if any, provided same is also approved at public hearing by the Village Council of the Village of Palmetto Bay. After public hearing, should this Declaration of Restrictive Covenants be so amended, modified or released, the Director of the Department of Planning and Zoning, or his successor, shall forthwith execute a written instrument effectuating and acknowledging such amendment, modification or release.
6. Enforcement shall be by action against any parties or persons violating or attempting to violate any covenants. The prevailing party to any action or suit pertaining to or arising out of this Declaration shall be entitled to recover, in addition to costs and disbursements, allowed by law, such sum as the Court may adjudge to be reasonable for the services of his attorney. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.
7. Breach of agreements; fines/enforcement of covenants and restrictions. The recording of separate mortgages on each phase subsequent to the recording of a unity of title or other similar agreement or covenant shall not be deemed as a breach of the agreement, nor shall sales of individuals units in the development. Pursuant to Section 30-30.2(d)(13)(e), Code of the Village of Palmetto Bay, the Village shall require an enforcement mechanism on all covenants, declaration of restrictions, and/or declaration of restrictive covenants in lieu of unity of title documents requiring a \$500.00 per day fine for violations of the conditions contained in the declaration.
8. Invalidation of any of these covenants by judgment of Court shall not affect any of the other provisions, which shall remain in full force and effect.

9. This Declaration shall be recorded in the public records of Miami-Dade County at the Owner's expense.
10. All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of anyone or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other additional rights, remedies or privileges.
11. In the event of a violation of this Declaration, in addition to any other remedies available, the Village of Palmetto Bay is hereby authorized to withhold any future permits, and refuse to make any inspections or grant any approval, until such time as this Declaration is complied with.

[Execution Pages Follow]

Covenant Running with the Land in Lieu of Unity of Title PageS

Signed, witnessed, executed and acknowledged this 17 day of October, 2012.

Witnesses: Owner: Palmer Trinity Private School, Inc.

J~Y~

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STATE OF FLORIDA)))
COUNTY OF MIAMI-DADE

The foregoing has been personally acknowledged before me this 17 day of October, 2012, by William X. Cerone, license as
Notary Public, President of Palmer Trinity Private School, Inc., in behalf of the

Notary Public, State of Florida

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Pri

William X. Cerone
Sign Name

Vivian G. Cerone

Notary Name NOTARY PUBLIC My commission expires: Of -
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Covenant Running with the Land
in Lieu of Unity of Title
Page 6

Exhibit "A"

Parcel 1:

The East three fourths (E %) of the SW % of the SE % of Section 34, Township 55, Range 40 East, in Miami-Dade County, Florida

Parcel 2:

The East half (E %) of the NW % of the SE % of Section 34, Township 55, Range 40 East, less the North 35 feet, in Miami Dade, Florida