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Via Certified Mail and Facsimile

John Martinez, District Six Director
Michael Schloss, Esq.
Florida Dept. of Transportation
1000 NW 111th Avenue
Miami, FL 33172

**Re: Demand That There Be No Permanent Reduction In The Parking Spaces
And/Or Total Area For Public Parking Adjacent To The Bal Harbour Beach
Access; Further Demand For Money Damages In An Amount Equal To Or
Greater Than All Monies Received By Bal Harbour For The Closure Of Said
Public Parking**

Gentlemen:

Undersigned counsel represents the South Florida Chapter of Surfrider Foundation ("Surfrider"). Approximately three months ago, Surfrider complained to the Village of Bal Harbour ("Bal Harbour") that the complete closure of its public beach access easement and related parking area was unlawful. Due to Surfrider's tireless efforts, a temporary beach access in Bal Harbour has been opened, and several of the parking spaces associated with the original beach access are once again available for public parking. There is still no beach access with adjacent public parking.

Furthermore, Surfrider has learned that Bal Harbour intends to permanently reconfigure the original beach access parking area resulting in a significant reduction of the number of parking spaces and therefore of meaningful beach access.

Bal Harbour has misused public lands, breached the public's trust, been unjustly enriched, and deprived the public of honest services. To the extent that the Department of Transportation acquiesces in Bal Harbour's illegal activities, it is equally guilty of misuse of public lands, breach of the public trust, and failure to provide honest services.



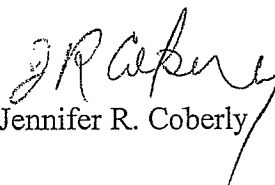
In particular, in direct violation of Fla. Stat. §161.55, the Bal Harbour public beach access easement was closed on July 5, 2006, and used as a storage area for materials used in the construction project without a substantially similar access way being provided.

In violation of its lease agreement with the Florida Dept. of Transportation "FDOT", Bal Harbour condoned and promoted WCI's closure of public land under the Herman B. Fultz Bridge ("The Bridge") at the exclusion of the public for the sole use of contractors and personnel related to the construction project. Indeed, in May 2006, The Village Council granted rights to WCI to completely exclude the general public from FDOT public land in direct violation of its lease agreement with FDOT and after receiving written notice from FDOT that to do so would be unlawful. The Village granted WCI exclusive use of the public parking lots under The Bridge for a flat rate of \$150 a day. Bal Harbour, therefore, knowingly entered an illegal agreement designed to secure unjust compensation from WCI for the exclusive use of the public land, owned by FDOT, and specifically reserved for public parking.

Most importantly, at the behest of WCI, Bal Harbour has conspired to permanently reduce the public's ability to access the beach in violation of Fla. Stat. § 161.55 and related federal and state statutes and regulations. WCI and Bal Harbour designed and are promoting a change in the parking lot design under The Bridge to include a Bal Harbour Village Police Sub-Station. Plainly, FDOT's lease to The Village does not condone such changes of use. Nor did Bal Harbour seek the required written permission to pursue such changes despite having been advised by FDOT in the past to reverse unapproved changes limiting the public's access to the beach. In addition, Bal Harbour was aware that its planned reduction in parking would result in a higher cost burden on the taxpayers whose parking access is being curtailed because of funding criteria outlined in Chapter 62B-36 of the Florida Beach Management Funding Assistance Program.

WHEREFORE, SURFRIDER AND THE MEMBERS OF SURFRIDER, INDIVIDUALLY AND IN THEIR REPRESENTATIVE CAPACITY FOR ALL THOSE SIMILARLY SITUATED, HEREBY DEMAND THAT THERE BE NO PERMANENT REDUCTION IN THE PUBLIC PARKING AT THE BAL HARBOUR BEACH ACCESS, AND FURTHER DEMAND MONEY DAMAGES IN AN AMOUNT EQUAL TO OR GREATER THAN ALL MONIES RECEIVED BY BAL HARBOUR FOR THE CLOSURE OF SAID PUBLIC PARKING.

Sincerely,


Jennifer R. Coberly

cc: Mr. Paul Wilson (via facsimile 305-499-2340 only)