

# Memorandum



**Date:** November 1, 2022

**To:** Honorable Chairman Jose “Pepe” Diaz  
and Members, Board of County Commissioners

**From:** Lourdes M. Gomez, Director   
Department of Regulatory and Economic Resources

**Amended  
Agenda Item No. 5(L)**

**Subject:** Class I Permit Modification by Yachting Promotions, Inc.

Resolution No. R-1053-22

## **Recommendation**

I have reviewed the attached application for a Class I permit modification by Yachting Promotions, Inc. Based upon the applicable evaluation factors set forth in Section 24-48.3 of the Code of Miami-Dade County (Code) as set forth more fully below, I recommend that the Board of County Commissioners (Board) approve the request to modify the existing permit for the 2023 event and to add the water taxi stop and deny the request for sea trials for the remaining years on the underlying Class I permit, which expires in 2029.

Pursuant to Ordinance No. 16-73, this quasi-judicial matter may be submitted directly for placement on the Board’s meeting agenda by the Director of the Department of Regulatory and Economic Resources.

## **Scope**

The project sites are located within Biscayne Bay at 1 Herald Plaza, 1635 North Bayshore Drive, and 1737 North Bayshore Drive, Miami, Florida in Commission District 3, which is represented by Commissioner Keon Hardemon.

## **Delegation of Authority**

This item has no delegation of authority. Upon approval of this item, Section 24-48.2(II)(C)(2) of the Code authorizes the Department to issue the permit, provided that other Code requirements, such as submittal of final plans and bonds, are satisfied, and to require additional conditions, limitations, and restrictions if consistent with this Board’s approval.

## **Fiscal Impact/Funding Source**

This resolution is a regulatory approval and does not have a fiscal impact, as contemplated by Resolution No. R-530-10.

## **Track Record/Monitor**

The Coastal Resources Section Manager, McKee Gray, in the Department of Regulatory and Economic Resources, Division of Environmental Resources Management (DERM) would be responsible for monitoring the proposed permit.

## **Background**

In the subject Class I permit modification, Applicant Yachting Promotions, Inc. requests authorization to include sea trials from up to 150 slips in association with the annual boat show for each remaining year of the underlying Class I permit, which will expire on January 14, 2029. Pursuant to Section 24-48.13(2) of the Code, the Director has determined that the requested modification to include sea trials represents a substantial change to the previously approved project. Accordingly, to be approved, this application is required to be reviewed and decided by the Board after a public hearing.

On October 25, 2018, the Board approved Resolution No. R-1316-18, granting Yachting Promotions, Inc., a 10-year Class I permit for the installation of a temporary 634-slip docking facility and granting a variance for the installation of floating structures with a non-water dependent use over tidal waters in association with an annual boat show at 1 Herald Plaza, 1635 North Bayshore Drive, and 1737 North Bayshore Drive in the City of Miami. Subsequently, on December 1, 2021, the Board approved Resolution No. R-1146-21, granting a modification to the Class I permit for the installation of an additional 313 temporary slips and authorizing sea trials from up to 150 of the slips, limited to the Winter 2022 boat show event only. The Board’s decision to only approve the sea trials at this location for one year, along with the requirement to report back on the number of trials and any adverse direct impacts to manatees indicated that the Applicant should identify a more appropriate location outside of essential manatee habitat to conduct sea trails for subsequent events.

Beginning on June 27, 2022, DERM staff began meeting with the Applicant’s representatives every two weeks to discuss Class I permit modifications for the Winter 2023 boat show event. Prior to scheduling these coordination meetings, the Applicant submitted a request to conduct 50 sea trial slips at Sea Isle Marina, in addition to a new Class I permit application for the installation of floating docks and 150 sea trial slips at the Island Gardens Mega Yacht facility located at 838 MacArthur Causeway. It was later determined that limitations on this facility would not allow for the addition of 150 power vessel slips. Subsequently, DERM recommended the use of the Miami Marine Stadium Basin as well as the Miami Seaplane Base, both of which are not located within essential manatee habitat, as possible sea trail slip locations, but the Applicant stated that these locations would not be suitable due to other limitations. In the subject Class I permit modification request, the Applicant requests authorization to allow for 150 of the slips at the current location to be used for sea trials on an annual basis until the underlying Class I permit expires on January 14, 2029. The subject application thus requests to maintain the sea trial slips within essential manatee habitat.

Pursuant to Resolution No. R-1316-18, DERM can administratively authorize modifications to the permit on an annual basis in association with each boat show event. Except for the proposed sea trials, DERM has no objections to the 2023 event occurring or to the proposed additional water taxi stop at Maurice Gibbs Memorial Park. The aforementioned work can be processed administratively and is only coming before the Board because the permit modification request also includes the proposed sea trials beyond the 2022 event limit set by Resolution No. R-1146-21. For the reasons discussed herein, DERM recommends that the Board approve the request to modify the existing permit for the 2023 event and to add the water taxi stop, but that the Board deny the request for sea trials for the duration of the Class I permit at the subject location.

When reviewing the original Class I permit application in 2018, DERM had recommended approval of the boat show at the subject locations provided that no sea trials were being proposed and that all vessels associated with the event would be moored for the duration of the show. Additionally, Specific Condition No. 3 of the subject Class I Permit prohibits the test operation of vessels including sea trials and demonstrations. The project sites are located within an area identified by the Miami-Dade County Manatee Protection Plan (MPP) as essential manatee habitat (Attachment A) and recommended by the MPP for Residential Docking: 1 Motorboat per 100 feet of Developable Shoreline. The MPP’s marine facility siting criteria recommend where new or expanded docking facilities should be located to avoid and minimize impacts to manatees or their habitat from construction or vessel traffic generated by the facility. The MPP considers the appropriateness of the destinations vessels travel to and from. Protecting

rare, threatened, or endangered species such as manatees involves preserving important habitat that the species rely on for survival and minimizing certain human activity that can be disruptive to important behaviors that are also necessary for species survival. For manatee protection, this involves limiting the construction or expansion of vessel docking facilities that would increase the overlap between typical manatee behavior and high intensity vessel traffic. Manatees use essential habitat for sensitive activities such as feeding, resting, mating, nursing, cold shelter, and travel. These sensitive behaviors, such as resting and feeding, were documented at the project sites during both construction set-up and breakdown and throughout the Winter 2022 event.

It is important to note that while the successful implementation of the recommendations of the MPP led to the reclassification of manatees from endangered to threatened under the Endangered Species Act in May 2017, in 2021 the US Fish and Wildlife Service (USFWS) declared an Unusual Mortality Event as a result of an unprecedented increase in manatee deaths. These deaths are largely the result of a significant loss of habitat used by manatees for sensitive behaviors. In response, in July 2021 the USFWS initiated a five-year status review of the West Indian manatee, the purpose of which is to evaluate whether appropriate protections are in place to conserve the species and to determine if the species is properly classified under the Endangered Species Act. Adherence to the recommendations of the County’s MPP, including protecting essential manatee habitat, is necessary for the continued recovery of the species.

As discussed in the DERM memorandum dated December 1, 2021, the Applicant’s project sites are located within an area identified by the MPP as essential manatee habitat. Essential habitat is used by manatees for sensitive activities such as feeding, resting, mating, nursing, cold shelter, and travel.

Under the subject modification request, the Applicant is proposing to locate slips for sea trial vessels along the temporary docks located waterward of the existing Sea Isle Marina located at 1635 North Bayshore Drive. While this location would place the slips in an area with greater water depth, the proposed site is still within essential manatee habitat. While 150 slips are proposed to be designated for sea trial use, the number of sea trials that may occur could be greater than 150, as each vessel can make multiple trips. During the Winter 2022 event, 136 of the authorized 150 slips were utilized and the boat show reported that a total of 565 sea trials were conducted over the course of the five-day event.

Under the subject modification request, the Applicant is also requesting authorization for two sea trial routes. The primary sea trial route would be the same as the route approved for the Winter 2022 event and would travel south of Dodge Island and through Government Cut. The second route is proposed solely as a contingency, to be used in the event of a small craft weather advisory and would extend to the south under the Rickenbacker Causeway. Both the primary route south of Dodge Island and the contingency route to the south would traverse areas that are utilized heavily by manatees, particularly during the winter months during which the event would take place.

As further discussed in the report to the Board entitled “Report on the Winter 2022 Miami International Boat Show”, DERM documented several permit violations during the Winter 2022 event, including, but not limited to, failure to comply with the designated mandatory sea trial vessel route, failure to have a designated manatee observer present during in-water construction and water taxi operations, lack of the required “No Entry” buoys and manatee caution signage, the inability to provide the required daily log of manatee sightings on request, and failure to display the required sea trial pass identification placards. The number of manatees observed in association with the Winter 2022 event was approximately 29 to 47

individuals. Approximately 16 to 34 manatees were observed within this observation area during the 5 show days. The number of manatees observed during the event ranges, as the manatee observers were unable to confirm if repetitive sightings of the same manatees occurred. DERM staff observed a total of 16 manatees, and the manatee observers reported between 13 and 18 manatees. At least one mother and calf pair were documented resting within Sea Isle Marina. Seven manatees were reported in the project areas during the twelve-day pre-event construction operations and six were documented during the nine-day post-event breakdown. The total number of manatees observed in association with the Winter 2022 event was approximately 29 to 47 individuals, inclusive of construction and demolition activities. It is important to note that the number of manatees sighted during the pre and post show construction and break down may not be fully representative of all manatees utilizing the event area, because during pre- and post-show activities, the contractor was only required to observe in the specific area of in-water work activities. In addition, although DERM staff were onsite during the entirety of the operating hours of the five-day boat show event, DERM staff were only present once a day during pre- and post-show activities.

Sensitive behaviors that occur in essential manatee habitat were documented at the project sites during both construction set-up and breakdown and throughout the event. While direct impacts to manatees, such as vessel strikes, were not observed or reported during the Winter 2022 event, the event did result in a substantial increase in vessel activity in an area where sensitive manatee behaviors have been documented. The event’s indirect effects on manatees, including disruption of feeding and resting behaviors, would be difficult to quantify. But the Winter 2022 event observations confirm that manatees are utilizing the subject sites. By not fully complying with the permit conditions, the show failed to minimize the elevated risk to manatees that the increased vessel activity inherently created.

Elevated mortality rates for the species continue to be documented throughout the state of Florida. Essential manatee habitat is designated as such because these areas have been historically documented to host sensitive manatee behaviors. Adherence to the recommendations of the County’s Manatee Protection Plan, including protecting essential manatee habitat, remains necessary for the continued recovery of the species. The risk from activity in sensitive manatee habitat remains high and will be compounded by continuing sea trials in this location.

Pursuant to Section 24-48.4 of the Code, potential adverse environmental impacts and cumulative adverse environmental impacts for a proposed project must be avoided and minimized. Class I permit CLI-2018-0071 requires that mitigation for temporary water quality impacts associated with the construction, deconstruction, and use of the temporary docking facility be satisfied through an annual contribution to the Biscayne Bay Environmental Enhancement Trust Fund, based on the total number of slips each year. Furthermore, the Class I permit requires that a performance bond is held each year to ensure that the permittee complies with the Class I permit requirements. Should the Board approve the inclusion of sea trials in future boat show events, pursuant to Class I permit CLI-2018-0071, no additional mitigation would be required beyond that which was required pursuant to this Board’s prior approvals.

Based on the above, and to reduce the potential overlap of vessel activity and manatees, DERM recommends the denial of the sea trials at the requested location and recommends that any future sea trials proposed in association with a boat show event be located outside of essential manatee habitat. The attached Project Report sets forth additional reasons for DERM’s recommendations, pursuant to the applicable evaluation factors set forth in Sections 24-48.3 of the Code. The conditions, limitations, and restrictions set forth in the Project Report attached hereto are incorporated herein by references hereto.

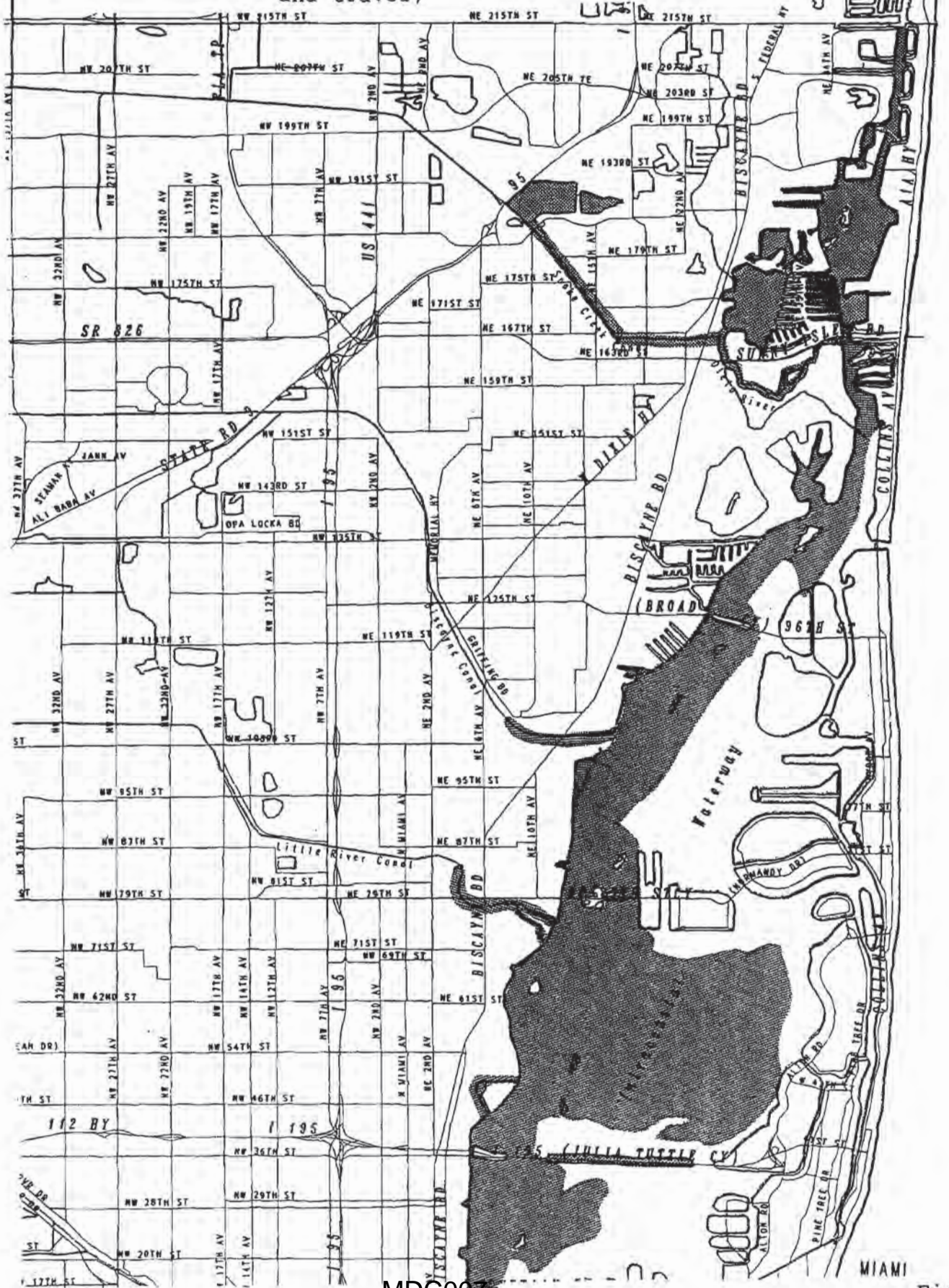
**Attachments**

- Attachment A: Miami-Dade County Manatee Protection Plan Map of Essential Manatee Habitat
- Attachment B: Class I Permit Application
- Attachment C: Owner/Agent Letter, Engineer Letter, and Project Sketches
- Attachment D: Zoning Memorandum
- Attachment E: Names and Addresses of Owners of All Riparian or Wetland Property within Three Hundred (300) Feet of the Proposed Work
- Attachment F: Submerged Land Authorization
- Attachment G: DERM Project Report

**Attachment A**

**Miami-Dade County Manatee Protection Plan  
Map of Essential Manatee Habitat**

(all areas frequently used by manatees for feeding, resting, mating, nursing, cold shelter, and travel)

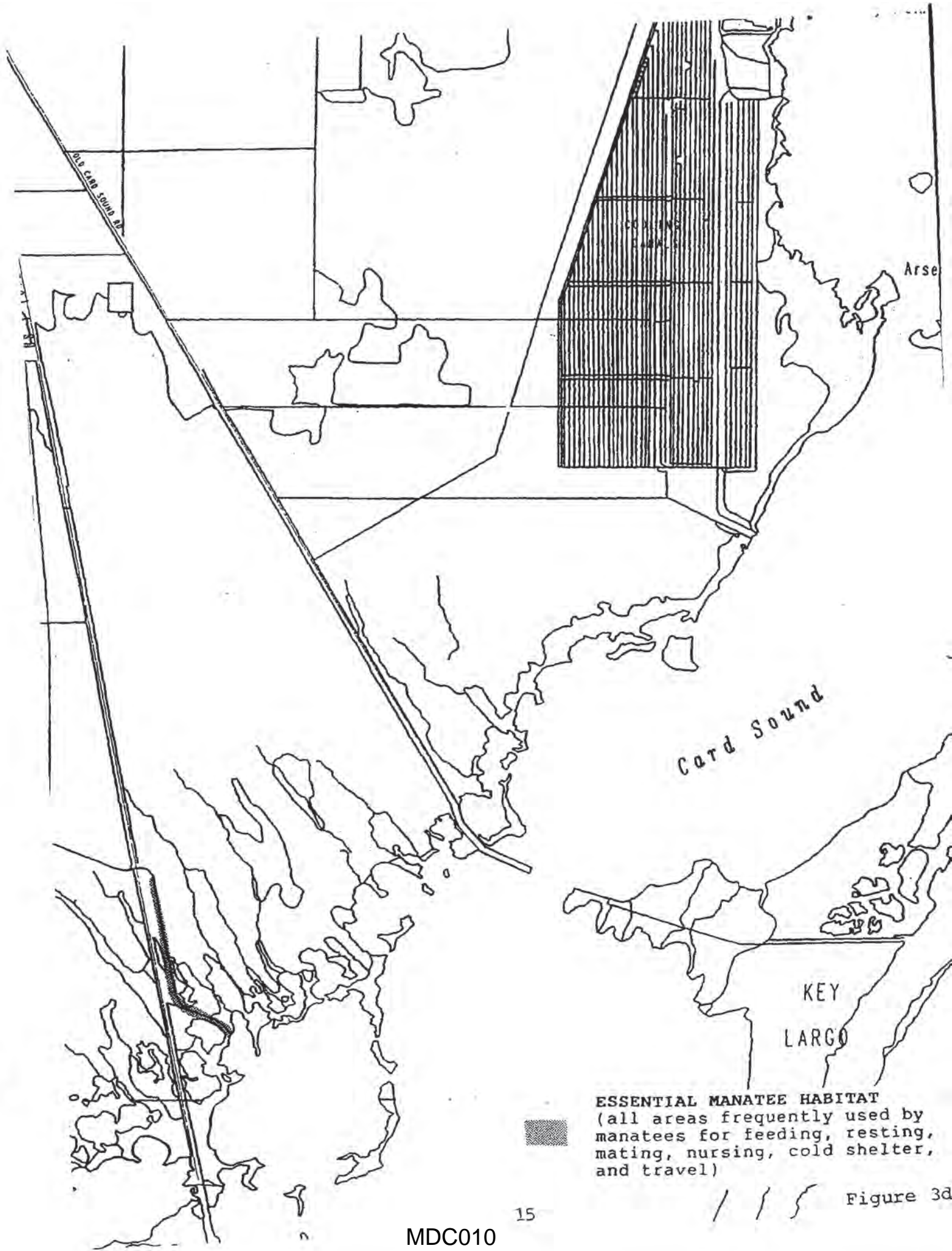


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**ESSENTIAL MANATEE HABITAT**  
(all areas frequently used by  
manatees for feeding, resting,  
mating, nursing, cold shelter,  
and travel)

**Attachment B**

**Class I Permit Application**



# Class I Permit Application

## FOR DEPARTMENTAL USE ONLY

Date Received:

Application Number:

Application Fee:

Application must be filled out in its entirety. Please indicate N/A for non-applicable fields.

### 1. Applicant Information:

Name: Ricardo Strul

Address: 1650 SE 17th Street

Fort Lauderdale

Zip Code: 33316

Phone #: 954-325-0321

Fax#:

Email:

\* This should be the applicant's information for contact purposes.

### 2. Applicant's Authorized Permit Agent:

Agent is allowed to process the application, furnish supplemental information relating to the application and bind the applicant to all requirements of the application.

Name: The Chappell Group, Inc.

Address: 714 East McNab Road

Pompano Beach, FL

Zip Code: 33060

Phone #: 954-782-1908

Fax #:

Email: tyler@thechappellgroup.com

### 3. Location where proposed activity exists or will occur (latitude and longitude are only necessary for properties without address or folio #):

Folio #(s): 01-3231-075-0010, 01-3231-036-0022, 01-3231-036-0023 Latitude: 25 47' 18.10" Longitude: 80 11' 8.08"

Street Address: 1 Herald Plaza & 1635 & 1737 N Bayshore Section: 31 Township: 53 Range: 42

In City or Town: Miami

Near City or Town:

Name of waterway at location of the activity: Biscayne Bay

### 4. Describe the proposed activity (check all that apply):

- |  |   |   |                                      |  |
|--|---|---|--------------------------------------|--|
| <input type="checkbox"/> Seawall                 | <input checked="" type="checkbox"/> Dock(s) | <input type="checkbox"/> Boatlift                 | <input type="checkbox"/> Dredging    | <input type="checkbox"/> Mangrove Trimming |
| <input type="checkbox"/> New/Replacement Seawall | <input type="checkbox"/> Pier(s)            | <input checked="" type="checkbox"/> Mooring Piles | <input type="checkbox"/> Maintenance | <input type="checkbox"/> Mangrove Removal  |
| <input type="checkbox"/> Seawall Cap             | <input type="checkbox"/> Viewing Platform   | <input type="checkbox"/> Fender Piles             | <input type="checkbox"/> New         |  |
| <input type="checkbox"/> Batter Piles            | <input type="checkbox"/> Davits             | <input type="checkbox"/> Filling                  |                                      |  |
| <input type="checkbox"/> King Piles              |   |   |                                      |  |
| <input type="checkbox"/> Footer/Toe Wall         |   |   |                                      |  |
| <input type="checkbox"/> Riprap                  |   |   |                                      |  |

☐ Other:

Estimated project cost = \$ 1,000,000

Are you seeking an after-the-fact approval (ATF)? ☐ Yes ☒ No If "Yes", describe the ATF work:

### 5. Proposed Use (check all that apply):

- ☐ Single Family  
☐ Multi-Family  
☐ Private  
☐ Public  
☒ Commercial  
☐ Industrial  
☐ Utility

### 6. If the proposed work relates to the mooring of vessels provide the following information (please also indicate if the applicant does not have a vessel):

Proposed Vessel Type (s): Varries

Vessel Make/Model (If known): Varries

Draft (s)(range in inches.): Length (s)(range in feet.):

Total Number of Slips: 650

### 7. List all permits or certifications that have been applied for or obtained for the above referenced work:

Issuing Agency	Type of Approval	Identification Number	Application Date	Approval Date
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RER

Class 1

CLI-2018-0071

**8. Contractor Information (If known):**

Name: B&M Marine Construction License # (County/State): CGC052820  
 Address: 3500 SW 14th Street Deerfield Beach, FL Zip Code: 33442  
 Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_ E-mail: \_\_\_\_\_

**9. IMPORTANT NOTICE TO APPLICANTS:** The written consent of the property owner is required for all applications to be considered complete. Your application WILL NOT BE PROCESSED unless the Applicant and Owner Consent portion of the application is completed below. You have the obligation to apprise the Department of any changes to information provided in this application.

Application is hereby made for a Miami-Dade County Class I permit to authorize the activities described herein. I agree to or affirm the following:

- I possess the authority to authorize the proposed activities at the subject property, and
- I am familiar with the information, data and plans contained in this application, and
- To the best of my knowledge and belief, the information, data and plans submitted are true, complete and accurate, and
- I will provide any additional information, evidence or data necessary to provide reasonable assurance that the proposed project will comply with the applicable State and County water quality standards both during construction and after the project is completed, and
- I am authorizing the permit agent listed in Section 2 of this application to process the application, furnish supplemental information relating to this application and bind the applicant to all requirements of this application, and
- I agree to provide access and allow entry to the project site to inspectors and authorized representatives of Miami-Dade County for the purpose of making the preliminary analyses of the site and to monitor permitted activities and adherence to all permit conditions.

**A. IF APPLICANT IS AN INDIVIDUAL**


Signature of Applicant \_\_\_\_\_ Print Applicant's Name \_\_\_\_\_ Date \_\_\_\_\_

**B. IF APPLICANT IS OTHER THAN AN INDIVIDUAL OR NATURAL PERSON**

(Examples: Corporation, Partnership, Trust, LLC, LLP, etc.)

Yachting Promotions Inc. FL  
 Print Name of Applicant (Enter the complete name as registered) \_\_\_\_\_ Type (Corp, LLC, LLP, etc.) \_\_\_\_\_ State of \_\_\_\_\_  
 Registration/Incorporation \_\_\_\_\_

Under the penalty of perjury, I certify that I have the authority to sign this application on behalf of the Applicant, to bind the Applicant, and if so required to authorize the issuance of a bond on behalf of the Applicant. (If asked, you must provide proof of such authority to the Department). **\*\*\*Please Note: If additional signatures are required, pursuant to your governing documents, operating agreements, or other applicable agreements or laws, you must attach additional signature pages.\*\*\***

 Ricardo Strul VP CFO 5/10/22  
 Signature of Authorized Representative \_\_\_\_\_ Print Authorized Representative's Name \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

**C. IF APPLICANT IS A JOINT VENTURE** Each party must sign below (If more than two members, list on attached page)

Print Name of Applicant (Enter the complete name as registered) \_\_\_\_\_ Type (Corp, LLC, LLP, etc.) \_\_\_\_\_ State of \_\_\_\_\_  
 Registration/Incorporation \_\_\_\_\_

Print Name of Applicant (Enter the complete name as registered) \_\_\_\_\_ Type (Corp, LLC, LLP, etc.) \_\_\_\_\_ State of \_\_\_\_\_  
 Registration/Incorporation \_\_\_\_\_

Under the penalty of perjury, I certify that I have the authority to sign this application on behalf of the Applicant, to bind the Applicant, and if so required to authorize the issuance of a bond on behalf of the Applicant. (If asked, you must provide proof of such authority to the Department). **\*\*\*Please Note: If additional signatures are required, pursuant to your governing documents, operating agreements, or other applicable agreements or laws, you must attach additional signature pages.\*\*\***

Signature of Authorized Representative \_\_\_\_\_ Print Authorized Representative's Name \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Signature of Authorized Representative \_\_\_\_\_ Print Authorized Representative's Name \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

**10. WRITTEN CONSENT OF THE PROPERTY OWNER OF THE AREA OF THE PROPOSED WORK**

I/We are the fee simple owner(s) of the real property located at 1 Herald Plaza & 1635 & 1737 N Bayshore Drive Miami-Dade County, Florida, otherwise identified in the public records of Miami-Dade County as Folio No. 01-3231-075-0010, 01-3231-036-001. I am aware and familiar with the contents of this application for a Miami-Dade County Class I Permit to perform the work on or adjacent to the subject property, as described in Section 4 of this application. I possess the riparian rights to the area of the proposed work (if applicable) and hereby consent to the work identified in this Class I Permit application.

**A. IF THE OWNER(S) IS AN INDIVIDUAL**

Signature of Owner \_\_\_\_\_ Print Owner's Name \_\_\_\_\_ Date \_\_\_\_\_


Signature of Owner \_\_\_\_\_ Print Owner's Name \_\_\_\_\_ Date \_\_\_\_\_

**B. IF THE OWNER IS OTHER THAN AN INDIVIDUAL OR NATURAL PERSON**

(Examples: Corporation, Partnership, Joint Venture, Trust, LLC, LLP, etc.)

Yachting Promotions Inc Florida  
Print Name of Owner (Enter the complete name as registered) Type (Corp, LLC, LLP, etc.) State of Registration/Incorporation  
1650 SE 17th Street, Suite 412, Fort Lauderdale FL 33316  
Address of Owner

Under the penalty of perjury, I certify that I have the authority to sign this application on behalf of the Owner, to bind the Owner, and if so required to authorize the issuance of a bond on behalf of the Owner. (If asked, you must provide proof of such authority to the Department). **\*\*\*Please Note: If additional signatures are required, pursuant to your governing documents, operating agreements, or other applicable agreements or laws, you must attach additional signature pages.\*\*\***

 Ricardo Strul Vice President 5/10/22  
Signature of Authorized Representative Print Authorized Representative's Name Title Date

Signature of Authorized Representative \_\_\_\_\_ Print Authorized Representative's Name \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

**Please Review Above**

Appropriate signature(s) must be included in:

Box 9: either A, B or C

**AND**

Box 10: either A or B

## **Attachment C**

### **Owner/Agent Letter and Project Sketches**

**PERMIT APPLICANT / AUTHORIZED AGENT STATEMENT**

Date: AUG 29<sup>th</sup>, 2022

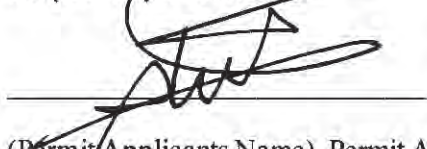
Miami Dade County Department of Regulatory and Economic Resources  
Class I Permitting Program  
701 NW 1<sup>st</sup> Court  
Miami, FL 33136

Re: Class I Standard Form Permit Application Number CLI-2018-0071

By the attached Class I Standard Form permit application with supporting documents, I, Ricardo Strul, am the permit applicant/applicant's authorized agent (circle one) and hereby request permission to perform the work associated with Class I Permit Application CLI-2018-0071. I understand that a Miami-Dade County Class I Standard Form Permit is required to perform this work.

If approval is granted for the proposed work by the Board of County Commissioners, complete and detailed plans and calculations of the proposed work shall be prepared by an engineer licensed in the State of Florida in accordance with the minimum requirements of Chapter 24 of the Code of Miami-Dade County, Florida. Said plans and calculations shall be subject to the review and approval of the Department. The permit applicant will secure the services of an engineer licensed in the State of Florida to conduct inspections throughout the construction period, and said engineer shall prepare all required drawings of record. In the event that the proposed work which is the subject of this Class I Permit application involves the cutting or trimming of a mangrove tree(s), a detailed plan of the proposed cutting or trimming shall be prepared by a licensed landscape architect and submitted to the Department for review and approval, and the permit applicant will secure the services of a licensed landscape architect to supervise the trimming or cutting.

Respectfully submitted,



(Permit Applicants Name), Permit Applicant

\_\_\_\_\_  
(Authorized Agent's Name), Authorized Agent

## ENGINEER LETTER OF CERTIFICATION

Date: 8/29/2022

Miami-Dade County Department of Regulatory and Economic Resources  
Class I Permitting Program  
701 NW 1<sup>st</sup> Court  
Miami, Florida 33136

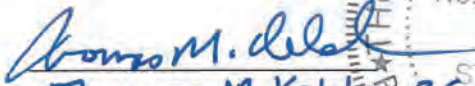
RE: Class I Permit Application Number CLI-2018-0071  
Ladies and Gentlemen:

This letter will certify that I am an engineer licensed in the State of Florida, qualified by education and experience in the area of engineering design and inspection, and that to the best of my knowledge and belief, the proposed work does not violate any laws, rules, or regulations of the State of Florida or any provisions of the Code of Miami-Dade County which may be applicable; that diligence and recognized standard practices of the engineering profession have been exercised in the engineer's design of the proposed work; and in my opinion based upon my knowledge and belief, the following will not occur:

- a. Harmful obstruction or undesirable alteration of the natural flow of the water within the area of the proposed work.
- b. Harmful or increased erosion, shoaling of channels or stagnant areas of water. (Not applicable to class IV permits)
- c. Material injury to adjacent property.
- d. Adverse environmental impacts from changes in water quality or quantity. (Applicable to class IV permits only)

Further, I have been retained by the applicant to provide inspections throughout the construction period and to prepare a set of reproducible record prints of drawings showing changes made during the construction process based upon the marked-up prints, certified surveys, drawings, and other data furnished by the contractor to me.

Sincerely,

  
Thomas M. Kelaher, P.E.

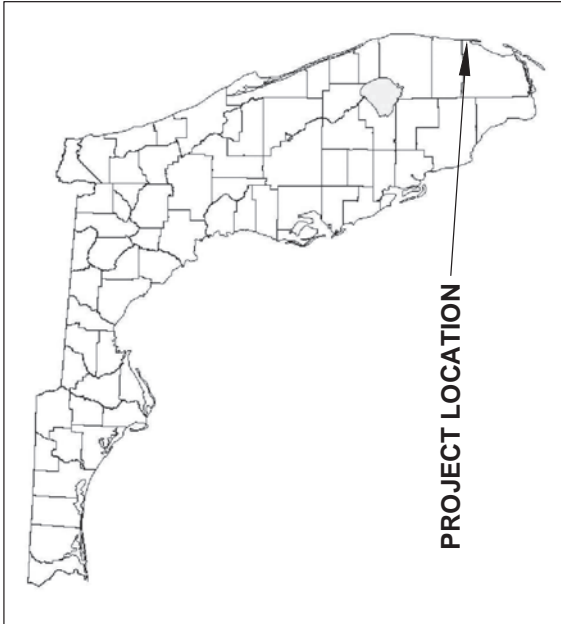
P.E. # 40159





# MIAMI INTERNATIONAL BOAT SHOW

## 2023 PLANSET



LOCATION MAP (n.t.s.)

DRAWING INDEX	
SHEET 1: COVER SHEET	
SHEET 2: PROPOSED OVERALL	
SHEET 3: SECTIONS	
SHEET 4: SECTIONS	
SHEET 5: SECTIONS	
SHEET 6: SECTIONS	



VICINITY AERIAL (n.t.s.)

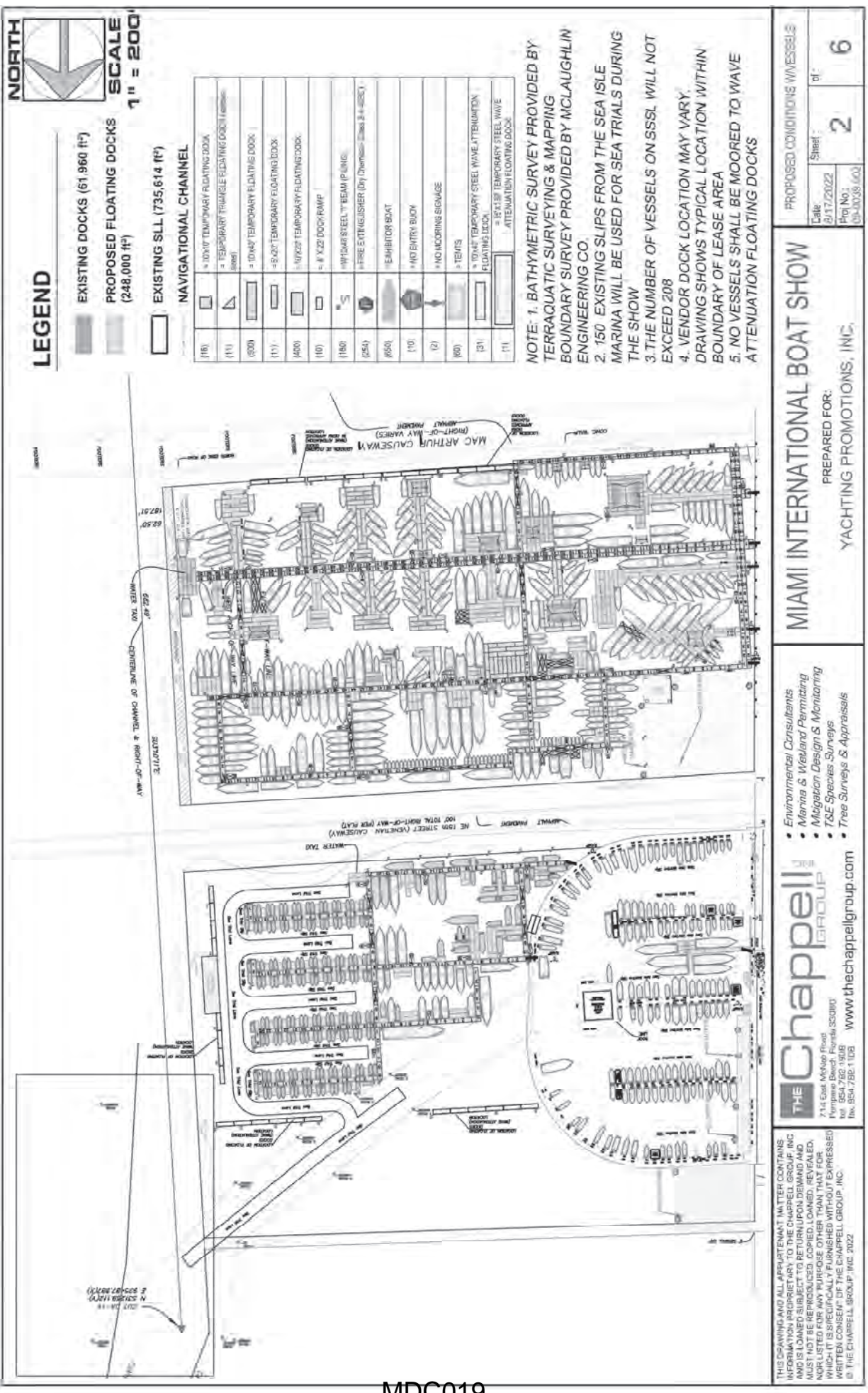
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**THE Chappell GROUP**  
714 East McNab Road  
Pompano Beach, Florida 33060  
Tel: 954.782.1100  
Fax: 954.782.1106  
[www.thechappellgroup.com](http://www.thechappellgroup.com)

- Environmental Consultants
- Marina & Wetland Permitting
- Mitigation Design & Monitoring
- T&E Species Surveys
- Tree Surveys & Appraisals

**MIAMI INTERNATIONAL BOATSHOW**  
PREPARED FOR:  
YACHTING PROMOTIONS, INC.

COVER	
Date: 8/17/2022	Sheet: 1
Proj No.: 09-0039.002	of: 6



**LEGEND**

EXISTING DOCKS (61,960 ft<sup>2</sup>)

PROPOSED FLOATING DOCKS (248,000 ft<sup>2</sup>)

EXISTING SLL (735,614 ft<sup>2</sup>)

NAVIGATIONAL CHANNEL

**SCALE**  
1" = 200'

(16)	10'x16' TEMPORARY FLOATING DOCK
(11)	TEMPORARY TRIANGLE FLOATING DOCK (16'x11')
(200)	10'x45' TEMPORARY FLOATING DOCK
(11')	45'x21' TEMPORARY FLOATING DOCK
(400)	10'x25' TEMPORARY FLOATING DOCK
(10)	10'x25' DOCK/RAMP
(180)	APPROXIMATE STEEL T-BEAM PILING
(254)	WIRE EXTINGUISHER (Dry Chemical - Class B & C - 50 LB.)
(650)	EMERGENCY BOAT
(10)	NO ENTRY BUOY
(2)	NO MOORING SIGNAGE
(80)	2 TENTS
(31)	10'x45' TEMPORARY STEEL WAVE ATTENUATION FLOATING DOCK
(1)	15'x15' TEMPORARY STEEL WAVE ATTENUATION FLOATING DOCK

**NOTE:**

1. BATHYMETRIC SURVEY PROVIDED BY TERRAQUATIC SURVEYING & MAPPING BOUNDARY SURVEY PROVIDED BY MCLAUGHLIN ENGINEERING CO.
2. 150 EXISTING SLIPS FROM THE SEA ISLE MARINA WILL BE USED FOR SEA TRIALS DURING THE SHOW
3. THE NUMBER OF VESSELS ON SSSL WILL NOT EXCEED 208
4. VENDOR DOCK LOCATION MAY VARY. DRAWING SHOWS TYPICAL LOCATION WITHIN BOUNDARY OF LEASE AREA
5. NO VESSELS SHALL BE MOORED TO WAVE ATTENUATION FLOATING DOCKS

**THE Chappell GROUP**

7114 East McRob Road  
Pompano Beach, Florida 33069  
TEL: 954.792.1122  
www.thechappellgroup.com

Environmental Consultants  
Marina & Wetland Permitting  
Mitigation Design & Monitoring  
TSE Species Surveys  
Tree Surveys & Appraisals

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PREPARED FOR:  
YACHTING PROMOTIONS, INC.

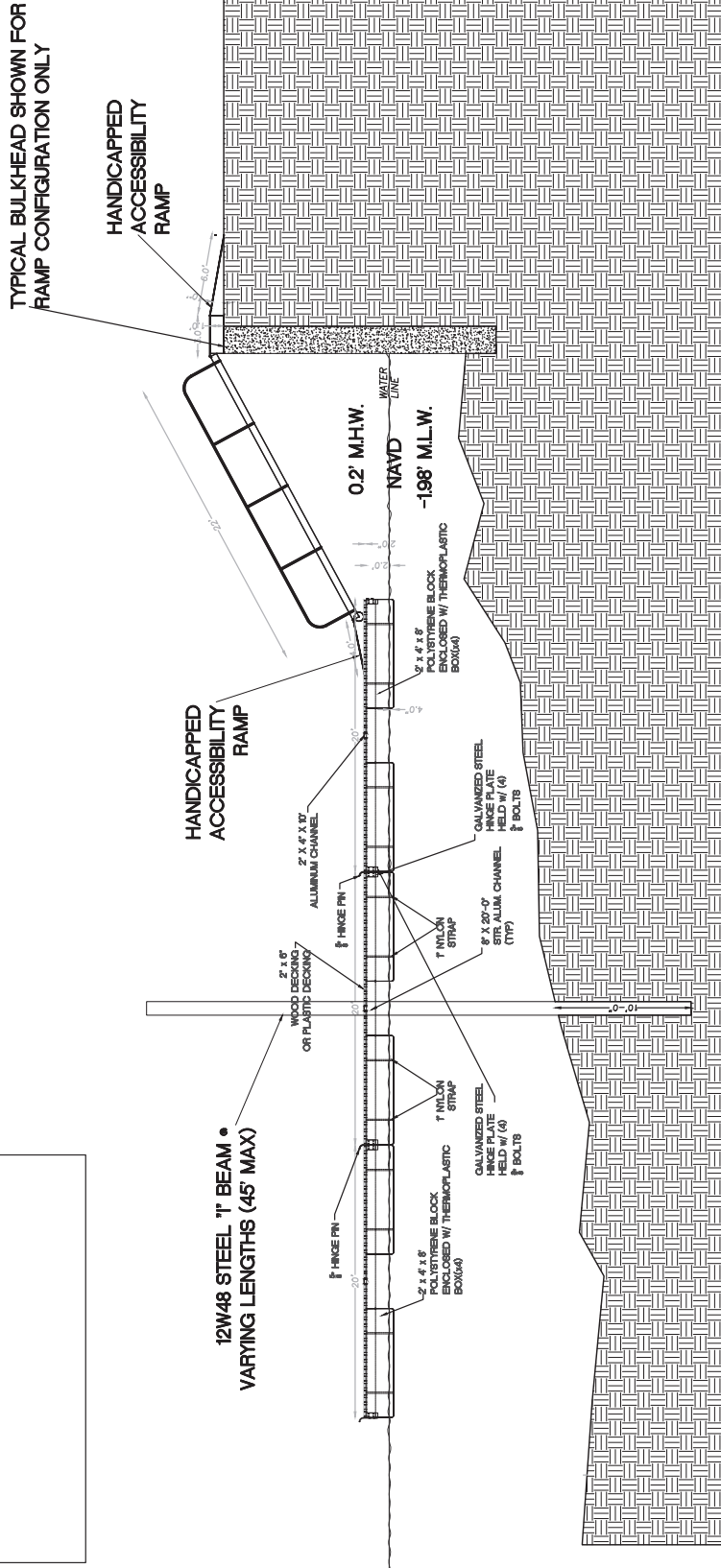
MIAMI INTERNATIONAL BOAT SHOW

PROPOSED CONDITIONS: VESSELS

Date: 8/17/2022  
Sheet: 2 of 6  
Proj No: 09-0026-000

# PROPOSED CONDITIONS SECTION (TYP.)

N.T.S.



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 PREPARED FOR:  
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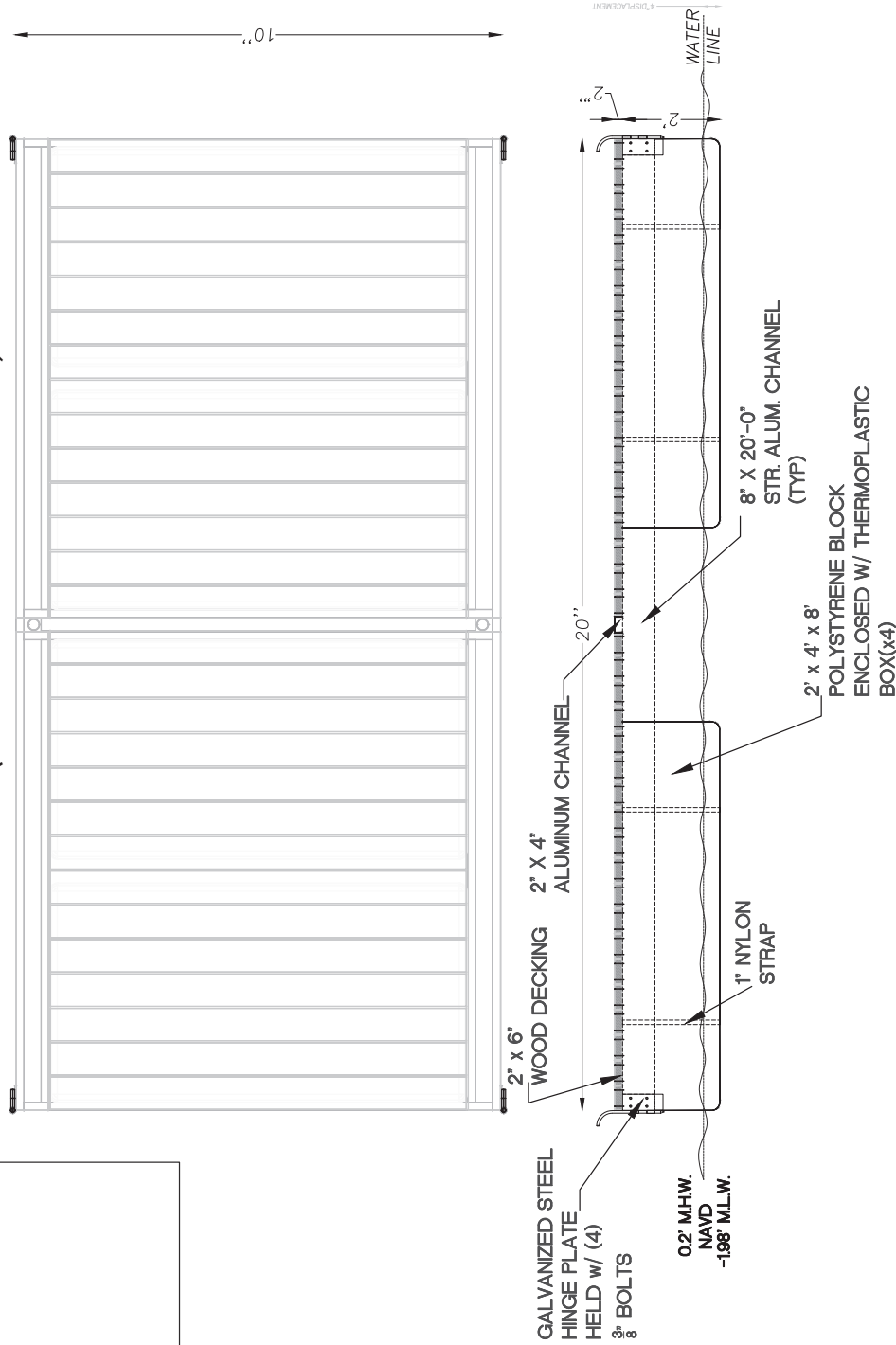
SECTION

Sheet: **3** of: **6**

Date: 8/17/2022

Proj No.: 09-0039.002

10' x 20' TEMPORARY FLOATING DOCK  
(SECTION THROUGH 20' DIMENSION)



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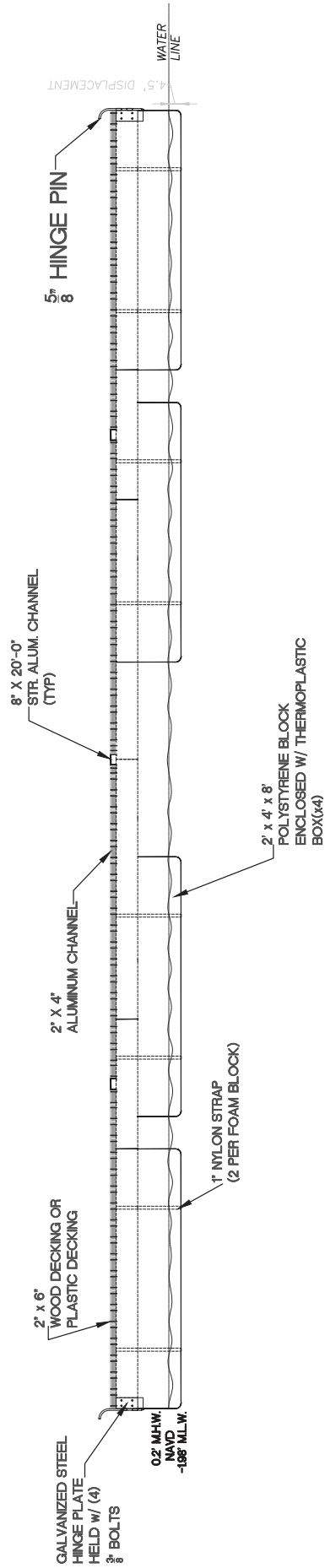
MIAMI INTERNATIONAL BOAT SHOW

PREPARED FOR:  
YACHTING PROMOTIONS, INC.

10'X20' DOCK SECTION

Date: 8/17/2022	Sheet: 4	of: 6
Proj No.: 09-0039.002		

10' x 40' TEMPORARY FLOATING DOCK  
(SECTION THROUGH 40' DIMENSION)



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**MIAMI INTERNATIONAL BOAT SHOW**  
PREPARED FOR:  
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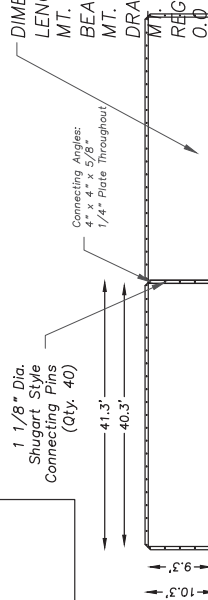
10'X40' DOCK SECTION		Sheet :	of :
Date:	8/17/2022	5	6
Proj No.:	09-0039.002		

# 40'X10'X5' STEEL FLOATING DOCK

## NOTES:

40' x 10' x 5' Sectional Dock  
 100% Shugart® Compatible  
 Concentrated Load: 5,000 PSF  
 Weight: 23,500 Lbs.  
 Grade A-36 Steel Standard  
 Heavy Duty Main Trusses Constructed w/ 6" Channels  
 Top Deck Framing: 5" Channels on 12" Centers  
 Bottom Deck Framing: 3" Channels on 16 3/4" Centers  
 Connecting Angles: 4" x 4" x 5/8"  
 1/4" Plate Throughout  
 1 1/8" Dia. Shugart® Style Connecting Pins (Qty. 40)  
 10'-4" Width - Center Hole to Center Hole  
 41'-4" Length - Center Hole to Center Hole  
 External Coating: Seaguard 5000 Epoxy

**DIMENSIONS:**  
 LENGTH: 40 FT. / 13.12 MT.  
 BEAM: 10 FT. / 3.28 MT.  
 DRAFT: 1.0 FT. / 0.3 MT.  
 REG. LENGTH: 0.0 FT. / 0.0 MT.

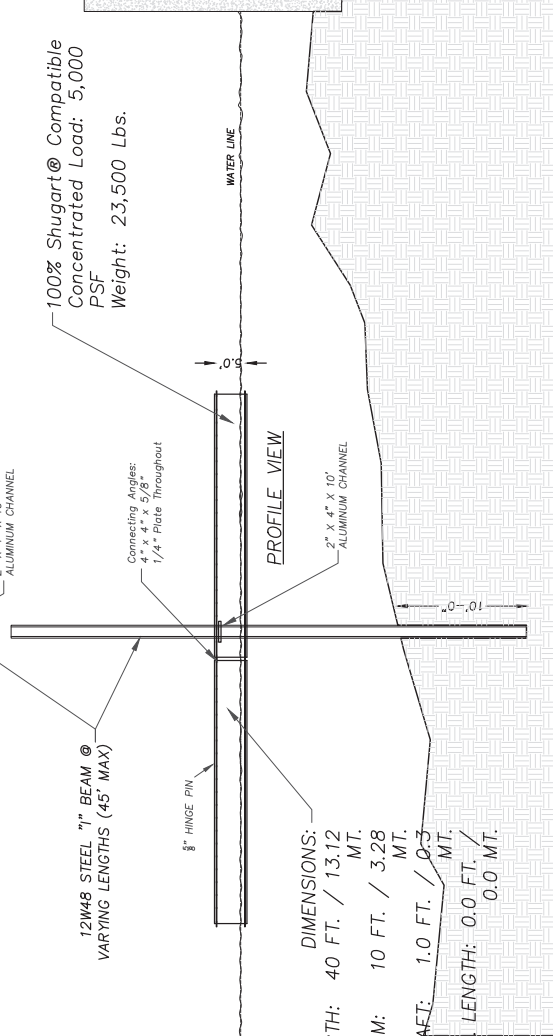


100% Shugart® Compatible  
 Concentrated Load: 5,000 PSF  
 Weight: 23,500 Lbs.

TOP VIEW

PROFILE VIEW

**DIMENSIONS:**  
 LENGTH: 40 FT. / 13.12 MT.  
 BEAM: 10 FT. / 3.28 MT.  
 DRAFT: 1.0 FT. / 0.3 MT.  
 REG. LENGTH: 0.0 FT. / 0.0 MT.



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MIAMI INTERNATIONAL BOAT SHOW

PREPARED FOR:  
 YACHTING PROMOTIONS, INC.

STEEL FLOATING DOCK SECTION  
 Date: 8/17/2022  
 Sheet: 6 of 6  
 Proj No.: 09-0039.002

**Attachment D**  
**Zoning Memorandum**

# Memorandum

MIAMI-DADE  
COUNTY

**Date:** September 30, 2022

**To:** McKee Gray, Manager  
Coastal Resources Section  
Department of Regulatory and Economic Resources



**From:** Tammy Burton, Biologist II  
Coastal Resources Section  
Department of Regulatory and Economic Resources



**Subject:** Class I Permit Modification by Yachting Promotions, Inc. for the Inclusion of Sea Trials in Association with an Annual Boat Show Event within Biscayne Bay at 1 Herald Plaza, 1635 North Bayshore Drive, and 1737 North Bayshore Drive, Miami, Miami-Dade County, Florida

---

Pursuant to Section 24-48.2(II)(B)(7), of the Code of Miami-Dade County, Florida, a substantiating letter or plan approval shall be submitted by the applicant stating that the proposed project does not violate any zoning laws. Said letter or plan approval will be submitted after approval by the Miami-Dade County Board of County Commissioners and prior to issuance of the Class I permit.

## **Attachment E**

### **Names and Addresses of Owners of All Riparian or Wetland Property within Three Hundred (300) Feet of the Proposed Work**

BISCAYNE BAY LAND EAT LLC  
C/O RYAN LLC  
PO BOX 4900  
SCOTTSDALE, AZ 85261

CITY OF MIAMI  
444 SW 2 AVE  
MIAMI, FL 33130

CITY OF MIAMI - DEPT OF P&D  
ASSET MANAGEMENT DIVISION  
444 SW 2 AVE STE 325  
MIAMI, FL 33130

MIAMI MARINA VENTURES LLLP  
150 SE 2 AVE 800  
MIAMI, FL 33131

MIRAMAR MARINA CORP  
ONE BAYFRONT PLAZA  
1100 S BISCAYNE BLVD #1100  
MIAMI, FL 33131

RESORTS WORLD MIAMI LLC  
11000 ROCKAWAY BLVD  
JAMAICA, NY 11420

THE GRAND  
1717 N BAYSHORE DR APT 3440  
MIAMI, FL 33132

THE GRAND CONDO ASSOC, INC.  
C/O STUART KALB, PRES.  
1717 N BAYSHORE DR APT 4248-4250  
MIAMI, FL 33132

THE MIAMI WOMAN'S CLUB  
1737 NORTH BAYSHORE DRIVE  
MIAMI, FL 33132-1181

VENETIA CONDOMINIUM ASSOCIATION, INC.  
C/O RICARDO A DE LA GUARDIA, PRES.  
MANAGEMENT OFFICE  
555 NE 15 ST  
MIAMI, FL 33132

**Attachment F**  
**Submerged Lands Approval**

This Instrument Prepared By:  
M. Sue Jones  
Action No. 38477  
Bureau of Public Land Administration  
3900 Commonwealth Boulevard  
Mail Station No. 125  
Tallahassee, Florida 32399

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

CLASS IV SPECIAL EVENT SOVEREIGNTY SUBMERGED LANDS LEASE

BOT FILE NO. 130354426  
PA NO. 13-0361364-001-EI

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

WITNESSETH: That for and in consideration of payment of the special event lease fees hereinafter provided and the faithful and timely performance of and compliance with all terms and conditions stated herein, the Lessor does hereby lease to Yachting Promotions, Inc., a Florida corporation, hereinafter referred to as the Lessee, the sovereignty lands described as follows:

A parcel of sovereignty submerged land in Section 31, Township 53 South, Range 42 East, in Biscayne Bay, Miami-Dade County, Florida, containing 735,614 square feet, more or less, as is more particularly described and shown on Attachment A, dated August 7, 2018.

TO HAVE THE USE OF the hereinabove described premises for a period of 10 years from January 14, 2019 the effective date of this lease, with the Lessee having the right to use and occupy the sovereignty lands described in Attachment A only during future special events for a period no longer than 45 days, the dates for which are provided to the State of Florida Department of Environmental Protection in accordance with the provisions of paragraph 24, hereof, and subject to all terms and conditions set forth herein. The terms and conditions on and for which this special event lease is granted are as follows:

1. USE OF PROPERTY: The Lessee is hereby authorized to construct and operate a temporary commercial docking facility used in conjunction with the Miami Yacht and Brokerage Show to be used exclusively for public display of 208 vessels, without fueling facilities, with a sewage pumpout facility if it meets the regulatory requirements of the State of Florida Department of Environmental Protection or State of Florida Department of Health, whichever agency has jurisdiction, and without liveaboards as defined in paragraph 25, as shown and conditioned in Attachment A, and the State of Florida Department of Environmental Protection Consolidated Environmental Resource Permit No. 13-0361364-001-EI, dated December 19, 2018, incorporated herein and made a part of this special event lease by reference. All of the foregoing subject to the remaining conditions of this lease.

2. LEASE FEES: Prior to the date of each special event held pursuant to this lease, the Lessee shall pay to the Lessor a prorated special event fee of \$16,029.90, and a 25 percent surcharge payment pursuant to Rule 18-21.011, Florida Administrative Code, plus sales tax pursuant to Section 212.031, Florida Statutes, if applicable. The fee for the remaining years of the lease shall be adjusted pursuant to provisions of Rule 18-21.011, Florida Administrative Code. The Division of State Lands will notify the Lessee in writing of the amount and the due date of the special event fee. The lease fee shall be remitted annually to the Division of State Lands as the agent for the Lessor, beginning with the effective and due date of this lease, and each year thereafter until the term of this lease terminates or expires.

3. EXAMINATION OF LESSEE'S RECORDS: For purposes of this special event lease, the Lessor is hereby specifically authorized and empowered to examine, for the term of this special event lease including any extensions thereto plus three (3) additional years, at all reasonable hours, the books, records, contracts, and other documents confirming and pertaining to the computation of special event lease fees as specified in paragraph two (2) above.

4. MAINTENANCE OF LESSEE'S RECORDS: The Lessee shall secure, maintain, and keep all records for the entire term of this special event lease, plus three (3) additional years. This period shall be extended for an additional two (2) years upon request for examination of all records and accounts for special event lease fee verification purposes by the Lessor.

5. AGREEMENT TO EXTENT OF USE: This special event lease is given to the Lessee to use and occupy the leased premises only for those purposes specified herein and as conditioned by the permit referenced in paragraph 1 of this lease. The Lessee shall not change or add to the approved use of the leased premises as specified in paragraph No. 1 above, or shall not change activities in any manner that may have an environmental impact that was not considered in the original authorization or regulatory permit, without first obtaining a regulatory permit/modified permit, if required, and the Lessor's written authorization in the form of a modified lease, the payment of additional fees, as applicable, and, shall remove any structures which may no longer qualify for authorization under the modified lease, as applicable. However, reconfiguration of structures within the boundaries of the leased premises in accordance with paragraph 20 hereof, shall not be considered a change in the extent of use.

6. PROPERTY RIGHTS: The Lessee shall make no claim of title or interest to said lands hereinbefore described by reason of the occupancy or use thereof, and all title and interest to said land hereinbefore described is vested in the Lessor. The Lessee is prohibited from including, or making any claim that purports to include, said lands described or the Lessee's leasehold interest in said lands into any form of private ownership, including but not limited to any form of condominium or cooperative ownership. The Lessee is further prohibited from making any claim, including any advertisement, that said land, or the use thereof, may be purchased, sold, or re-sold.

7. INTEREST IN LEASED PREMISES: Any interest obtained by the Lessee in the leased premises as a result of this special event lease shall be subject and subordinate to all rights, title and interest in and to the leased premises which are vested in the riparian or littoral landowner.

8. ASSIGNMENT OF LEASE: The Lessee shall not assign or otherwise transfer this special event lease without the prior written consent of the Lessor.

9. INDEMNIFICATION/INVESTIGATION OF ALL CLAIMS: The Lessee shall investigate all claims of every nature arising out of this special event lease at its expense, and shall indemnify, defend and save and hold harmless the Lessor and the State of Florida from all claims, actions, lawsuits and demands arising out of this special event lease.

10. NOTICES/COMPLIANCE/TERMINATION: The Lessee binds itself, its successors and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Lessee. In the event the Lessee fails to comply with the provisions and conditions herein, or fails to comply with the provisions and conditions herein set forth within 24 hours of receipt of the Lessor's written notice provided to the Lessee to correct, this special event lease may be immediately terminated by the Lessor. If canceled, the leased premises shall revert to the Lessor. All notices required to be given to the Lessee by this special event lease or applicable law or administrative rules shall be in writing and shall be sent by U.S. Mail, hand delivered by messenger or nationally recognized overnight courier service, or telecommunicated or telecopied to the following address:

Yachting Promotions, Inc.  
101 Paramount Drive Suite 100  
Sarasota, Florida 34232

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

11. TAXES AND ASSESSMENTS: The Lessee shall assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this special event lease.

12. NUISANCES OR ILLEGAL OPERATIONS: The Lessee shall not permit the leased premises or any part thereof to be used or occupied for any purpose or business other than herein specified, nor shall the Lessee knowingly permit or suffer any nuisances or illegal operations of any kind on the leased premises.

13. MAINTENANCE OF FACILITY /RIGHT TO INSPECT: The Lessee shall maintain the leased premises in good condition, keeping the structures and equipment located thereon in a good state of repair in the interests of public health, safety and welfare. The leased premises shall be subject to inspection by the Lessor or its designated agent at any reasonable time.

14. NON-DISCRIMINATION: The Lessee shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the leased premises to this lease or upon lands adjacent to and used as an adjunct of the leased area. During the special event lease term, the Lessee shall post and maintain the placard furnished to the Lessee by the Lessor in a prominent and visible location on the leased premises or adjacent business office of the Lessee. It shall be the responsibility of the Lessee to post the placard in a manner which will provide protection from the elements, and, in the event that said placard becomes illegible at any time during the term of this special event lease, to notify the Lessor in writing so that a replacement may be provided.

15. ENFORCEMENT OF PROVISIONS: No failure, or successive failures, on the part of the Lessor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Lessor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

16. PERMISSION GRANTED: Upon expiration or cancellation of this lease renewal all permission granted hereunder shall cease and terminate.

17. RENEWAL PROVISIONS: Renewal of this lease shall be at the sole option of the Lessor. Such renewal shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time.

18. REMOVAL COSTS: Any costs incurred by the Lessor in the removal of any structures and equipment constructed on state lands shall be paid by the Lessee.

19. RIPARIAN RIGHTS/FINAL ADJUDICATION: In the event that any part of any structure authorized hereunder is determined by a final adjudication issued by a court of competent jurisdiction to encroach on or interfere with adjacent riparian rights, Lessee agrees to either obtain written consent for the offending structure from the affected riparian owner or to remove the interference or encroachment within 60 days from the date of the adjudication. Failure to comply with this paragraph shall constitute a material breach of this special event lease agreement and shall be grounds for immediate termination of this special event lease agreement at the option of the Lessor.

20. AMENDMENTS/MODIFICATIONS: This special event lease is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this special event lease must be in writing, must be accepted, acknowledged and executed by the Lessee and Lessor, and must comply with the rules and statutes in existence at the time of the execution of the modification or amendment. Notwithstanding the provisions of this paragraph, reconfigurations of the structures are authorized by this lease without formal modification of the lease provided that the reconfiguration is (a) within the leased premises; (b) avoids areas of sensitive resources as identified herein; and (c) the Lessee provides a sketch of the reconfiguration to the State of Florida Department of Environmental Protection Southeast District Office at 3301 Gun Club Road, MSC 7210-1, West Palm Beach, Florida 33406, within 30 days of the end of the special event period.

21. ADVERTISEMENT/SIGNS/NON-WATER DEPENDENT ACTIVITIES/MINOR STRUCTURAL REPAIRS: No signs directed to the boating public advertising the sale of alcoholic beverages shall be erected or placed within the leased premises. The Lessee shall ensure that no non-water dependent structures and/or activities shall be erected and/or conducted within the leased premises; except as authorized herein. Such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Lessee to administrative fines under Chapter 18-14, Florida Administrative Code or other enforcement action. Minor structural repairs required to maintain the authorized structures in a good state of repair in the interests of public health, safety or welfare; are allowed, however, such activities shall not exceed the activities authorized by this special event lease.

22. USACE AUTHORIZATION: Prior to commencement of construction and/or activities authorized herein, the Lessee shall obtain the U.S. Army Corps of Engineers (USACE) permit if it is required by the USACE. Any modifications to the construction and/or activities authorized herein that may be required by the USACE shall require consideration by and the prior written approval of the Lessor prior to the commencement of construction and/or any activities on sovereign, submerged lands.

23. COMPLIANCE WITH FLORIDA LAWS: On or in conjunction with the use of the leased premises, the Lessee shall at all times comply with all Florida Statutes and all administrative rules promulgated thereunder. Any unlawful activity which occurs on the leased premises or in conjunction with the use of the leased premises shall be grounds for the termination of this lease by the Lessor.

24. SPECIAL EVENT CERTIFICATION: The Lessee shall submit a Special Event Certification [Form 18-21.900(2)] within 120 days prior to each subsequent special event held pursuant to this lease. The Special Event Certification is to be submitted to the State of Florida Department of Environmental Protection, Southeast District Office at 3301 Gun Club Road, MSC 7210-1, West Palm Beach, Florida 33406.

25. LIVEABOARDS: The term "liveaboard" is defined as a vessel docked at the facility and inhabited by a person or persons for any five (5) consecutive days or a total of ten (10) days within a thirty (30) day period. If liveaboards are authorized by paragraph one (1) of this lease, in no event shall such "liveaboard" status exceed six (6) months within any twelve (12) month period, nor shall any such vessel constitute a legal or primary residence.

26. GAMBLING VESSELS: During the term of this lease and any renewals, extensions, modifications or assignments thereof, Lessee shall prohibit the operation of or entry onto the leased premises of gambling cruise ships, or vessels that are used principally for the purpose of gambling, when these vessels are engaged in "cruises to nowhere," where the ships leave and return to the state of Florida without an intervening stop within another state or foreign country or waters within the jurisdiction of another state or foreign country, and any watercraft used to carry passengers to and from such gambling cruise ships.

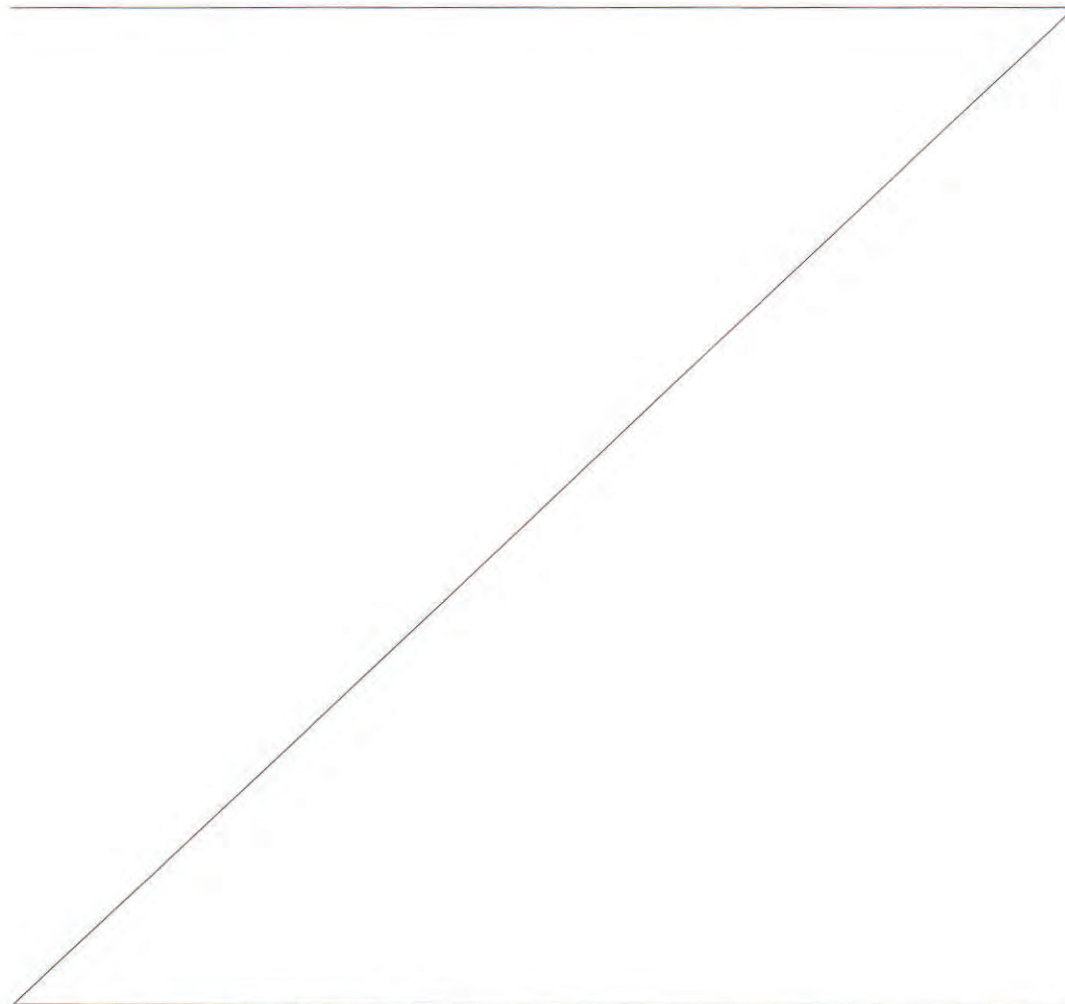
27. FINANCIAL CAPABILITY: To assure the Lessor that the Lessee has the financial capability to undertake and operate the project authorized by this lease, the Lessee certifies to the Lessor as follows: (i) the Lessee is not the subject of a pending bankruptcy proceeding; (ii) the Lessee has no unsatisfied judgments entered against it; (iii) the Lessee has satisfied all state and local taxes for which it is responsible; and (iv) no other matters are pending or threatened against or affecting the Lessee or the Lessee's interest in the riparian upland property that would impair the Lessee's financial capability to undertake and operate the project authorized by this lease. Any breach of this lease condition shall constitute a default under this lease.

28. SPECIAL LEASE CONDITIONS:

A. If the Lessee allows mooring at the leased facility of vessels occupied by a person or persons on an overnight basis, the Lessee shall notify the slip occupants in writing of the availability and requirements to use the sanitary facilities provided on the uplands.

B. The Lessee shall remove and properly dispose of all piling and docking structures by the end of the lease term.

C. All dock structures and vessels shall be contained within the boundaries of the leased premises and no portion of a vessel, including all parts and accessories such as outboard motors, bow pulpits, and swim platforms, may extend beyond the leased premises. Modifications to the layout of the structures and vessels within the boundaries of the leased premises will be allowed; provided however, that on an annual basis the Lessee shall be required to provide the final layout to the State of Florida Department of Environmental Protection, southeast District Office, no later than 24 hours prior to the boat show's opening day. Any proposed changes to the layout which would alter or expand the boundaries of the leased premises shall require a permit modification and sovereignty submerged lands lease modification, which shall be submitted, in the form of an application, to the Southeast District Office no later than 60 days prior to commencement of construction.



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

WITNESSES:

Dana Strickland  
Original Signature

Dana Strickland  
Print/Type Name of Witness

Kathy C Griffin  
Original Signature

Kathy C Griffin  
Print/Type Name of Witness

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

BY: Callie DeHaven (SEAL)

Callie DeHaven, Director, Division of State Lands  
State of Florida Department of Environmental Protection, as  
agent for and on behalf of the Board of Trustees of the Internal  
Improvement Trust Fund of the State of Florida

"LESSOR"

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 7th day of January, 2019, by  
Callie DeHaven, Director, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on  
behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. He is personally known to me.

APPROVED SUBJECT TO PROPER EXECUTION:

[Signature] 12/18/2018  
DEP Attorney Date

Kathy C Griffin  
Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires

Commission Expires



WITNESSES:

[Signature]  
Original Signature

Greg Garton  
Typed/Printed Name of Witness

[Signature]  
Original Signature

Brian Vasandani  
Typed/Printed Name of Witness

Yachting Promotions, Inc., a Florida corporation (SEAL)

BY: [Signature]  
Original Signature of Executing Authority

Thomas C. Etter  
Typed/Printed Name of Executing Authority

Senior Vice President  
Title of Executing Authority

"LESSEE"

STATE OF New York

COUNTY OF New York

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of December, 2018, by Thomas C. Etter as Senior Vice President of Yachting Promotions, Inc., a Florida corporation, for and on behalf of the corporation. He is personally known to me or who has produced \_\_\_\_\_, as identification.

My Commission Expires: 8/8/2022

[Signature]  
Signature of Notary Public

Notary Public, State of New York

Commission/Serial No. 01PE5031601

Printed, Typed or Stamped Name

**PATRICIA PETER**  
**NOTARY PUBLIC STATE OF NEW YORK**  
No. 01PE5031601  
Qualified in Suffolk County  
Cert. filed in New York County  
My Commission Expires 08-08-2022



**McLAUGHLIN ENGINEERING COMPANY**  
**LB#285**

ENGINEERING \* SURVEYING \* PLATTING \* LAND PLANNING  
1700 N.W. 64th STREET, SUITE 400, FORT LAUDERDALE, FLORIDA 33309  
PHONE (954) 763-7611 \* FAX (954) 763-7615

**SUBMERGED LAND SURVEY**  
**A PORTION OF BISCAIYNE BAY**  
**IN SECTION 31-53-42**  
**CITY OF MIAMI, MIAMI-DADE**  
**COUNTY, FLORIDA**  
**LOCATION MAP \* NOT TO SCALE**  
**SHEET 1 OF 3 SHEETS**

**CERTIFIED TO: THE BOARD OF**  
**TRUSTEES OF THE INTERNAL**  
**IMPROVEMENT TRUST FUND**  
**OF THE STATE OF FLORIDA**  
**(TIF).**



www.MSC0400.com

Attachment A  
Page 7 of 9 Pages  
SSLL NO. 130354426

FIELD BOOK NO. GPS & EFB

DRAWN BY: JMMjr

JOB ORDER NO. V-3156

CHECKED BY: \_\_\_\_\_

**MDC035**



# McLAUGHLIN ENGINEERING COMPANY

LB#285

ENGINEERING \* SURVEYING \* PLATTING \* LAND PLANNING  
1700 N.W. 64th STREET, SUITE 400, FORT LAUDERDALE, FLORIDA 33309  
PHONE (954) 763-7611 \* FAX (954) 763-7615

## SUBMERGED LAND SURVEY A PORTION OF BISCAYNE BAY IN SECTION 31-53-42 CITY OF MIAMI, MIAMI-DADE COUNTY, FLORIDA

SHEET 2 OF 3 SHEETS

CERTIFIED TO: THE BOARD OF  
TRUSTEES OF THE INTERNAL  
IMPROVEMENT TRUST FUND OF  
THE STATE OF FLORIDA (TIIF).

### LEGAL DESCRIPTION:

That part of the sovereign lands of the State of Florida that lie within the following described area in Biscayne Bay, in Section 31, Township 53 South, Range 42 East, Miami-Dade County, Florida, lying Easterly and adjacent to the following lands: The remaining portion of Lot 3 and all of Lot 4, AMENDED PLAT MIRAMAR PLAZA, according to the plat thereof, as recorded in Plat Book 33, Page 18, of the public records of Miami-Dade County, Florida; AND ALSO that certain Submerged Land Lease, recorded in Official Records Book 16227, Page 623, of the public records of Miami-Dade County, Florida, all more fully described as follows:

Commencing at the Southeast corner of Tract "A", PLAZA VENETIA PHASE 1, according to the plat thereof, as recorded in Plat Book 107, Page 91, of the public records of Miami-Dade County, Florida; thence North 86°35'37" East, on the North Right-of-Way line of N.E. 15th Street (Venetian Causeway - 100 feet Right-of-Way), a distance of 349.12 feet; thence North 03°24'23" West, a distance of 25.00 feet to a point on a curve and to the Point of Beginning; thence Northeasterly, Northerly and Westerly on the boundary of that certain Submerged Land Lease, recorded in Official Records Book 16227, Page 623, of the public records of Miami-Dade County, Florida, the following eight (8) courses and distances; 1) thence Northeasterly on said curve to the left, whose radius point bears North 24°35'19" West, with a radius of 286.00 feet, a central angle of 68°51'05", an arc distance of 343.68 feet to a point of tangency; 2) thence North 03°26'25" West, a distance of 36.24 feet; 3) thence North 03°38'21" East, a distance 111.38 feet; 4) thence North 03°26'25" West, a distance of 36.24 feet to a point of curve; 5) thence Northerly and Westerly on said curve to the left, with a radius of 286.00 feet, a central angle of 90°00'00", an arc distance of 449.25 feet to a point of tangency; 6) thence South 86°33'35" West, a distance of 195.38 feet; 7) thence North 00°02'37" East, a distance of 4.64 feet; 8) thence South 86°33'35" West, a distance of 17.99 feet to the end of said eight (8) courses and distances; thence North 00°02'37" East, on the Mean High Water Line, Elevation= 0.2 and on the City of Miami Bulkhead Line, according to the plat thereof, as recorded in Plat Book 74, Page 3, of the public records of Miami-Dade County, Florida, same being the East line of said Lots 3 and 4, AMENDED PLAT MIRAMAR PLAZA, a distance of 127.91 feet; thence North 88°12'40" East, on a line 25.00 feet South of and parallel with the Easterly extension of the North line of said Lot 4, a distance of 1250.07 feet; thence South 03°10'11" East, on the West line of the Channel (125.00 feet wide) of the Intracoastal Waterway (Cut DA-15), a distance of 832.60 feet; thence South 86°35'37" West, on a line 25.00 feet North of and parallel with the North Right-of-Way line of N.E. 15th Street (Venetian Causeway - 100 feet Right-of-Way), a distance of 950.84 feet to the Point of Beginning.

All of said Submerged Lands situate, lying and being in the City of Miami, Miami-Dade County, Florida, and containing 735,614 square feet or 16.8874 acres more or less.

BSM APPROVED

By: J.A. Date: 11/30/2018

FIELD BOOK NO. GPS & EFB

DRAWN BY: JMMjr

Attachment A

Page 8 of 9 Pages

SSLL NO. 130354426

JOB ORDER NO. V-3156

CHECKED BY: \_\_\_\_\_

C: \JMMjr\2018\3156 MIAMI BOAT SHOW\dwg\3156 MIAMI BOAT SHOW 18.dwg 8/15/2018 5:19:17 AM EDT

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## SECTION 31-63-42



SSL NO. 130354426

**SHEET 3  
OF 3 SHEETS**

SUBMERGED LAND SURVEY  
A PORTION OF BISCAYNE BAY IN SECTION 37-53-42 ADJACENT  
TO THE MCCARTHUR CAUSEWAY AND VENETIAN CAUSEWAY  
CITY OF MIAMI, MIAMI-DADE COUNTY, FLORIDA

MDC037

**REVOCABLE LICENSE**

**ISSUED BY THE**

**CITY OF MIAMI**

**TO**

**YACHTING PROMOTIONS, INC.**

**FOR THE USE OF A PORTION OF SUBMERGED LANDS  
LYING BETWEEN MACARTHUR CAUSEWAY AND  
VENETIAN CAUSEWAY LOCATED IN  
MIAMI, FLORIDA**

## REVOCABLE LICENSE

This Revocable License ("License") is entered this 6<sup>th</sup> day of February, 2018, by and between the City of Miami, a municipal corporation of the State of Florida (the "City"), and Yachting Promotions Inc., a Florida corporation, whose address is 1115 NE 9<sup>th</sup> Avenue, Fort Lauderdale, FL 33304 ("Licensee").

### RECITALS

**WHEREAS**, City is the fee simple owner of certain submerged lands lying between Macarthur Causeway and Venetian Causeway (hereinafter referred to as the "License Area") located in Miami-Dade County, Florida; and

**WHEREAS**, Licensee operates the Miami Yacht Show (each hereinafter referred to as the "Show" or collectively the "Shows") which event is scheduled for the dates as outlined in Exhibit A; and

**WHEREAS**, Licensee desires to use City's property for the purpose of operating the Miami Yacht Show in the License Area; and

**WHEREAS**, the Miami Yacht Show will generate business, tourism, and jobs to the City and its residents; and

**WHEREAS**, in 2018 the Miami Yacht Show generated over \$486,000,000 in economic output to the State of Florida; and

**WHEREAS**, the Miami Yacht Show attracts over 29,000 visitors, 30% of whom come from outside of Florida; and

**WHEREAS**, the Miami Yacht Show provides the equivalent of 3,576 full time jobs; and

**WHEREAS**, City desires to grant to Licensee a license for the aforementioned purpose; and

**WHEREAS**, except as specifically provided herein, this License is not assignable; and

**WHEREAS**, this License is revocable at-will by the City Manager and without the consent of the Licensee pursuant to the notice provisions of Section 18 herein as applicable; and

**WHEREAS**, this License does not transfer any interest, a right to use for any general purpose, or any right to exclude the City from any right in real property, including any leasehold interest in real property owned by the City; and

**WHEREAS**, this License does not convey, hypothecate, confer or transfer a right to use any real property for any general purposes; and

**WHEREAS**, this License permits only certain, enumerated, specific and listed permitted uses herein, and does not permit anything further; and

**WHEREAS**, the Parties jointly and voluntarily stipulate as to the accuracy of these recitals, including but not limited to all measurements of licensed area and time.

**NOW THEREFORE**, in consideration of the mutual covenants set forth herein, the Parties hereby agree as follows:

**1. Recitals.**

The foregoing recitals are hereby incorporated and made a part of this License.

**2. Definitions.**

- a) "City Manager" is the City Manager for the City of Miami.
- b) "City" shall mean the City of Miami, a Florida municipal corporation, for purposes of this License in day to day decisions the City shall mean the "City Manager," unless a different City body or official is specifically designated in this Agreement.
- c) "Board of Trustees for Internal Improvements Trust Fund" (hereinafter "TIITF") shall refer to the state agency that owns state-owned lands and administers these state owned lands through its administrative agency, the State of Florida Department of Environmental Protection ("DEP").

- d) "DEP" shall mean the State of Florida Department of Environmental Protection, which is the government agency overseeing the administration of state-owned submerged lands on behalf of TIITF.
- e) "Director" shall mean the Director of the City of Miami's Department of Real Estate and Asset Management.
- f) "Effective Date" of this License is the date of execution of the License by the last of the Parties.
- g) "Environmental Laws" means all applicable requirements of federal, state and local environmental, public health and safety laws, regulations, orders, permits, licenses, approvals, ordinances and directives, including but not limited to, all applicable requirements of: the Clean Air Act; the Clean Water Act; the Resource Conservation and Recovery Act, as amended by the Hazardous and Solid Waste Amendments of 1984; the Safe Drinking Water Act; the Comprehensive Environmental Response, Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act of 1986; the Occupational Health and Safety Act; the Toxic Substances Control Act; the Pollutant Discharge Prevention and Control Act; the Water Resources Restoration and Preservation Act; the Florida Air and Water Pollution Control Act; the Florida Safe Drinking Water Act; and the Florida Environmental Reorganization Act of 1975.
- h) "Force Majeure" means an event whereby the Property, or any portion thereof, shall be destroyed or damaged, as a result of any event beyond human control, including but not limited to acts of national security, national emergency acts of God, war, act or threats of terrorism, Government regulation, strikes (other than strikes of Licensee's employees), fire or other natural calamity, disorder, civil disobedience, curtailment of transportation facilities or service, or any occurrence which makes it inadvisable, illegal, or impossible for Licensee to perform its obligations under this License.

- i) "License Period" shall mean the period of time shown on Exhibit A attached hereto which may be modified from time to time if requested by Licensee and approved in writing by the City Manager.
- j) "Property" shall mean the area of submerged lands owned by the City, located at between Macarthur Causeway and Venetian Causeway, and between the shoreline and the West Edge of the Intracoastal Waterway Channel, as shown on Exhibit "B"

### **3. Permitted Uses.**

Subject to the written approval of TITF, existing zoning and other governmental restrictions and the issuance of this License, this License authorizes the Licensee to occupy and use the Property for the Permitted Uses, including but not limited to set up, operation, and take-down of the Show, as defined in this Section;

Licensee shall operate, manage, supervise and administer activities for its use of the Property as an independent contractor and not as an employee of the City. Licensee may request written consent from the City Manager or his/her designee to use the Property for any other use, but shall not be authorized to use the Property for that use until Licensee has received the written consent of the City Manager or his/her designee, which consent may be conditioned or withheld in the sole discretion of the City Manager or his/her designee.

The Property shall be used and occupied by the Licensee solely for the purposes of presenting the Miami Yacht Show (hereinafter referred to as the "Show" or collectively the "Shows"), installing and removal of such temporary improvements (including docks and pilings) necessary to operate the Show, selling, using or displaying any goods and/or products related to the Show (such as boats, engines, marine accessories and products that have a marine application), including those goods, services, products and supplies used in, or which service, the marine industry and recreational boating on, to, or from the License Premises, and to grant to third parties the right to sell, use or display any goods or products on, to, or from the Property. (collectively the "Permitted Uses").

Licensee shall apply and City shall, at no cost or expense to the City, assist with any required applications or approvals from TIITF/DEP for a Temporary Use Agreement ("TUA") or Submerged Land Lease, if applicable. The Licensee shall be required to pay for all costs, fees, and expenses associated with the application to TIITF/DEP for a pass-through TUA or Submerged Land Lease to the City, including but not limited to survey fees required to identify and demarcate the proposed Submerged Lands Area according to DEP survey standards, TIITF/DEP back-fees, if any, TUA and Submerged Land Lease application fees and annual DEP lease fees. The use of the Submerged Lands Area of the Property is subject to the approval of TIITF/DEP for a Temporary Use Agreement and/or Submerged Lands Lease to the City, as applicant and shall be subject to any restrictions set forth by TIITF/DEP for the use of said Property, as more particularly described in prospective Exhibits "C" attached hereto to be incorporated and made a part hereof.

Licensee will be responsible for dock construction within the Property, as well as securing all required permits necessary for the construction and performing any mitigation required by permitting agencies. Licensee will also be responsible for the prompt removal of the dock and any restoration that may be required by the City or permitting agencies after the last day of the Show.

#### **4. Manner of Property Use.**

Licensee's use of the Property is non-exclusive and Licensee acknowledges and agrees to abide by the terms and obligations as set forth in the services to be provided, the manner of operation, use areas and maintenance and utility obligations, provided however, the City agrees not to enter into another License or other similar Agreement on this Property that would interfere with or disrupt Licensee's ability to operate on the Property and/or the Submerged Lands Area so long as this License is in effect.

No other City lessee or licensee may use space on the property in competition with the Show during the License Period.

The Licensee will be permitted access to the Property to set up and erect necessary equipment during the License Period. If necessary, additional time may be provided

subject to City Manager approval, at the same rate of the Use Fee. The Licensee has no right to access the Property at any other time or date.

**A. Dispensing of Alcoholic and Non-alcoholic Beverages on the Property.**

The City of Miami reserves the right to restrict alcohol sales in all City owned properties and/or operated facilities. Subject to the Licensee complying with all requirements, the City has elected to allow for the sale of alcoholic beverages in conjunction with the Show. No glass bottles are allowed to be dispensed.

The concessionaire(s), who for purposes of this Section is/are an authorized agent(s) of the Licensee, are jointly and severally responsible for obtaining all applicable alcoholic beverage permits from the State of Florida Alcohol & Beverage Department of Business Regulation. In order to obtain a liquor permit, Licensee and/or any concessionaire must follow the guidelines set forth by the State of Florida and with complying with all State of Florida Licensing, City Code and Zoning Ordinance requirements for dispensation of alcoholic beverages. Those steps include:

- i) Providing City with General Liability and Liquor insurance, subject to the written approval of the City's Risk Manager, whereupon City will provide a zoning letter,
- ii) Zoning approval,
- iii) Department of Revenue approval,
- iv) Obtaining license from Department of ATB, and
- v) All taxes, related to the sale of alcoholic beverages, are the responsibility of the concessionaire.

**B. Alcohol Wrist Band Policy.**

All concessionaires vending alcoholic beverages in City operated facilities will be required to identify consumers of legal age. Failure to comply with this rule,

whether by the concessionaire or their representative, may result in the immediate cancellation of alcohol sales. Concessionaires may provide wristbands as a means to identify consumers of legal age.

**C. Legal Requirements**

Concessionaires, as a condition precedent to vending alcoholic beverages, beer, or wine, must comply with regulatory requirements, all State of Florida, Miami-Dade County, and City requirements, as set forth in the City of Miami City Code and Zoning Ordinance(s).

**5. Additional Expenses.**

Under no circumstances will the City be liable for any costs or expenses incurred by Licensee under this License or as a result of its operations or related activities beyond those that are expressly and specifically set forth in this License.

**6. Occupancy and Use Period.**

There is no stated or expressed term for this License. It has an indefinite term and may be revoked at the will of the City Manager, for convenience and without cause. The Effective Date of this License is the execution date of the License by the last of the Parties and shall continue until Revocation/ Cancellation at Will by the City Manager, for convenience as provided in Paragraph 19 herein, or terminated by the following:

- a) Termination at will, subject to the notice provisions of Section 33 herein
- b) Termination due to an unpermitted assignment as provided in Section 17
- c) Termination for cause under Section 19

If it is the City's intent to terminate the license agreement pursuant to Subpart 6(a) above, the City shall provide written notice of termination to Licensee at least three hundred sixty (360) days prior to the intended termination date.

**7. Fees.**

**A. Use Fee.**

In consideration of this License, Licensee shall pay to the City an amount equal to \$0.08 per square foot per month for the City submerged land ("Use Fee"), plus State of Florida Sales and Use Tax, and any similar State or County levies or impositions, payable in the manner set forth in Section 7(B) below for the use of the Property. The Use Fee shall be calculated based on the area of City submerged land preempted by the Show, excluding areas which are restricted by the applicable regulatory agencies due to presence of seagrass or other benthic habitat (the "License Area"). If it is determined that the Licensee requires the use of additional adjacent submerged lands, or if the Licensee requires more than a twenty four (24) hour extension of the License Period, the cost shall be increased by the per square foot amount mentioned above. For the first year, the License Area shall be 747,297 square feet as set forth on the attached Exhibit B, for a Use Fee of \$59,783.76 per month ("Monthly Use Fee") plus any applicable sales or use taxes. Any partial month shall be calculated using the Monthly Use Fee in effect at the time, multiplied by 12 months and then divided by 365 for the daily amount. Any additional time extensions shall be charged at the above mentioned daily amount. Subject to compliance with applicable laws, approvals and regulations, the Parties shall use their reasonable best efforts for the Show's production on the Property in future years. Should the Show occur in the future on the Property, the Use Fee shall be increased on an annual basis by the greater of three percent (3%) or CPI adjustment, whichever is greater, although at no time shall the increase be greater than five percent (5%).

**B. Payment of Use Fee.**

Licensee shall pay to the City the Use Fee, plus State of Florida Use Tax, if applicable, on or before January 10<sup>th</sup> each calendar year.

Payments of the Use Fee, as applicable shall be made payable to "City of Miami" and shall be mailed to 444 S.W. 2<sup>nd</sup> Avenue, 3<sup>th</sup> Floor, Department of Real Estate and Asset Management, Miami, Florida 33130, or such other address as may be designated in writing from time to time from the City Manager or the Director or his/her authorized designee.

**8. Security Deposit.**

On or before January 10<sup>th</sup> of each year, the Licensee shall deposit with City a Security Deposit in the amount of One Hundred Thousand Dollars (\$100,000.00), which may, at Licensee's election, be in the form of a letter of credit as provided in Exhibit "E" attached hereto, as guarantee for the full and faithful performance by Licensee of all obligations of Licensee under this License or in connection with this License ("Security").

If Licensee is in violation beyond any applicable notice or cure period, the City may use, apply or retain all or any part of the Security for the payment of (i) any fee or other sum of money which Licensee was obligated to pay but did not pay, (ii) any sum expended by City on Licensee's behalf in accordance with the provisions of this License, or (iii) any sum which City may expend or be required to expend as a result of Licensee's violation. Should the City use, apply or retain all or any part of the Security, Licensee shall reimburse the amount used, applied or retained within thirty (30) days of the City's application of the Security. The use, application or retention of the Security or any portion thereof by the City shall not prevent the City from exercising any other right or remedy provided for under this License or at law and shall not limit any recovery to which the City may be entitled otherwise.

Provided Licensee is not in violation of this License, the Security or balance thereof, as the case may be, shall be returned to Licensee not later than thirty (30) business days after the date which Licensee has vacated the Property and returned it to the same condition or better as existed on the Effective Date, ordinary wear and tear excepted. Upon the return of the Security (or balance thereof) to the Licensee, the City shall be completely relieved of liability with respect to the Security. Licensee shall not be entitled to receive

any interest on the Security. As this is a License, the Parties stipulate that Chapter 83, Florida Statutes, does not apply to the Security and this is NOT a Landlord/Tenant Agreement.

**9. Annual and Other Submerged Lands Fees.**

Should the Licensee apply for a TUA and/or a Submerged Land Lease for the benefit of the Licensee, Licensee shall be obligated to pay any Annual Submerged Lands Fee as determined by TIITF/DEP in consideration for use of the Property ("Annual Submerged Lands Fee"), if applicable. The Annual Submerged Lands Fee shall be due and payable within ten (10) business days of Licensee's receipt of invoice. Unless otherwise instructed by TIITF/DEP, said fee shall be payable by the Licensee to the City, and the City shall forward said fee to TIITF/DEP. If remitted to the City, Licensee agrees to remit the Annual Submerged Lands Fee to the City's Department of Real Estate and Asset Management ("DREAM"), 444 SW 2<sup>nd</sup> Avenue, 3<sup>rd</sup> Floor, Miami, FL. 33130, Attention: Lease Manager, within ten (10) business days of being billed by the City for the same. Licensee shall further be obligated to submit to the City for remittance to the TIITF/DEP any and all documents and reports required by TIITF/DEP.

**10. Returned Check Fee.**

In the event any check is returned to the City as uncollectible, the Licensee shall pay to the City a returned check fee (the "Returned Check Fee") based on the following schedule:

<u>Returned Amount</u>	<u>Returned Check Fee</u>
\$00.01 - \$50.00	\$20.00
\$50.01 - \$300.00	\$30.00
\$300.01 - \$800.00	\$40.00
OVER \$800	5% of the returned amount.

Such Returned Check Fee shall constitute additional fees due and payable to the City by Licensee, upon the date of payment of the delinquent payment referenced above. Acceptance of such Returned Check Fee by the City shall not, constitute a waiver of Licensee's violations with respect to such overdue amount nor prevent the City from the pursuit of any remedy to which the City may otherwise be entitled. In the event the City must institute a civil suit to collect a returned check, the City shall be entitled to recover a reasonable attorney's fee as provided by Florida Statutes.

**11. Late Payments.**

Licensee hereby acknowledges that late payment of undisputed charges by the Licensee to the City of the Use Fee and other sums due hereunder will cause the City to incur costs not contemplated by this License, the exact amount of which will be extremely difficult to ascertain. Accordingly, if any installment of the Use Fee or any other undisputed sum due from Licensee shall not be received by the City within fifteen (15) days after the date on which such undisputed sum is due; Licensee shall pay to the City a late charge equal to five percent (5%) of such overdue amount. The Parties hereby agree that such late charge represents a fair and reasonable estimate of the costs the City will incur by reason of late payment by Licensee. Acceptance of such late charge by the City shall not constitute a waiver of the Licensee's default with respect to such overdue amount, nor prevent the City from exercising any of its other rights and remedies granted hereunder or at law or in equity. The terms of this Section shall not apply to any charges which are the subject of a good faith dispute which are promptly controverted in writing setting forth all pertinent details by the party seeking to avoid payment. Promptly shall mean within five (5) business days of the due date.

Any amount not paid to the City within fifteen (15) days after the date on which such amount is due shall bear interest at the rate of Eighteen Percent (18%) per annum from its due date. Payment of such interest shall not excuse or cure any default by Licensee under this License.

**12. Utilities.**

Licensee shall pay for all utilities and services, including but not limited to, electricity, water, storm water fees, gas, telephone, telecommunications, garbage and sewage disposal used by Licensee during its occupancy of the Property as well as all costs for installation of any necessary lines and equipment. In the event that the City is billed for any utility or service that is a result of Licensee's use of the Property, the Licensee shall reimburse such amount to the City within ten (10) business days of notification of the City's receipt of said bill.

The City, acting by and through its City Manager, reserves the right to interrupt, curtail or suspend the provision of any utility service, to which Licensee may be entitled hereunder, when necessary by reason of accident or emergency, or for repairs, alterations or improvements in the judgment of the City Manager desirable or necessary to be made or due to difficulty in obtaining supplies or labor, or for any other cause beyond the reasonable control of the City. The work of such repairs, alterations or improvements shall be prosecuted with reasonable diligence.

The City shall in no respect be liable for any failure of the utility companies or governmental authorities to supply utility service to Licensee or for any limitation of supply resulting from governmental orders or directives. Licensee shall not claim any damages by reason of the City's or other individual's interruption, curtailment or suspension of a utility service, nor shall the License or any of Licensee's obligations hereunder be affected or reduced thereby.

**13. Taxes.**

If Property were to become taxable, Licensee will pay its proportionate share of taxes for the number of days of the event, including set up and tear down, calculated on a full calendar year of three hundred and sixty five (365) days.

Licensee will be responsible for payment of sales and use taxes and similar governmental impositions or levies.

**14. Intentionally Deleted**

**15. Licenses, Authorizations and Permits.**

Licensee shall obtain, or cause to be obtained, and maintain in full force and effect throughout the term of this License, at its sole expense, all licenses, authorizations and permits that are necessary for Licensee to conduct its Show.

Licensee shall be responsible for paying the cost of said applications and obtaining said licenses, authorizations and permits.

**A. Location Releases.**

The City will execute and provide to Licensee, forthwith upon demand by Licensee and without any fee or charge to Licensee, all "location releases" and similar authorizations as may be required from time to time by Licensee in order to allow audiovisual television or film producers to film the Property or any Show to be performed on the Property.

**16. This License Confers No Exclusive Possession of the Property.**

This License confers no exclusive possession of the Property, provided however, the City agrees not to enter into another License or any other similar Agreement on this Property that would interfere with Licensee's ability to operate for the Permitted Uses on the Property so long as this License is in effect. This will not be construed to prevent the Licensee from restricting access to the Show. The Licensee cannot exclude the City from the Property.

The City agrees not to use or permit others to use the Property and facilities under the control of the City during the License Period except as mutually agreed by the City and Licensee.

Licensee acquires no exclusive right to use the facilities other than the operation of the demised Property during the term of this License.

This License solely authorizes Licensee to the temporary use of the Property for the limited purposes set forth herein and for no other purpose. The Parties hereby agree that

the provisions of this License do not constitute a lease. The rights of Licensee hereunder are not those of a tenant, but are a mere personal privilege to do certain acts of a temporary character on the Property and to use the Property, subject to the terms of this License. The City retains dominion, possession and control of the Property. Therefore, no lease interest in the Property is conferred upon Licensee under the provisions hereof. Licensee does not and shall not claim at any time any interest or estate of any kind or extent whatsoever in the Property by virtue of this License or its use of the Property hereunder. Additionally, Licensee does not and shall not claim at any time any interest or estate of any kind or extent whatsoever in the Property by virtue of any expenditure of funds by the Licensee for improvements, construction, repairs, partitions, or alterations to the Property which may be authorized by the City Manager or his/her designee.

**17. This License is Not Assignable.**

The City has relied on the extensive and unique reputation and experience of Licensee in granting this License. The License is personal to the Licensee. Licensee shall not sell or assign this License or any part thereof to any other party. The License granted by this License is personal to the Licensee. Any assignment of this License contrary to the foregoing provision, whether voluntary or involuntary, shall be void and shall confer no right upon such assignee, shall constitute a default under this License, and shall result in an automatic revocation of the License and the immediate forfeiture of the rights of Licensee hereunder. Notwithstanding the above, Licensee shall have the right, without Licensor's consent, but upon written notification to Licensor, to assign this License to any parent or subsidiary entity or to any entity which is controlled by, under the control of, or under common control with Licensee.

**18. Cancellation / Revocation-at-Will by the City Manager without Cause.**

The City Manager may cancel or revoke this License without cause that is for convenience, at any time, with written courtesy notice of the City Manager to Licensee, giving not less than three hundred sixty (360) days prior written notice of the revocation to

the Licensee. Such notice should be given in the manner specified by Section 33. This License that is granted to the Licensee is revocable-at-will by the City, through its City Manager, without the consent of the Licensee, in accordance with this License being by express understanding of the parties a Revocable at Will License.

**19. Termination for Cause.**

Each party agrees to abide by each and every term and condition of this License. If either party materially breaches the terms, restrictions or conditions of this License, then the nonbreaching party shall give the breaching party twenty (20) days written notice within which to cease such violation or correct such deficiencies. Upon the breaching party's failure to do so, the nonbreaching party may cancel this License upon giving ten (10) days written notice to the breaching party and thereafter the License shall be deemed automatically canceled without the necessity for further action by the nonbreaching party.

Termination for cause shall include, without limitation, any one of the following acts or omissions:

- (a) Failure to pay any payment or any portion thereof within ten (10) days of due date;
- (b) Failure to carry insurance as required in this License;
- (c) Any other event which the City Manager deems to be a material default; or
- (d) Failure to comply with the terms and conditions of this license which are material or substantial in nature.

Notwithstanding this provision or any other provision in this License, this License extended to the Licensee is revocable-at-will by the City, through its City Manager, without the consent of the Licensee.

**20. Intentionally Deleted**

**21. Improvements, Alterations, Additions, or Replacements.**

Licensee will be erecting or constructing temporary improvements for the Show and shall coordinate all temporary improvements with the City. Except in the event of an emergency, Licensee shall not make any other additional repairs or alterations required or permitted to be performed by Licensee unless and until Licensee shall have caused plans and specifications therefore to be prepared, at Licensee's sole expense, by an architect or other duly qualified person and shall have obtained the approval of the City Manager or his/her designee, which approval may be conditioned or withheld for any or no reason whatsoever. In the event of an emergency, Licensee may reasonably proceed to perform such repair work and shall immediately notify the City of such work.

The Licensee shall submit to the City all plans and specifications for the temporary improvements or any additional repairs or alterations for the Show. The Licensee shall be solely responsible for applying and acquiring all necessary permits, including but not limited to, building permits. The Licensee shall be responsible for all costs associated with any temporary improvements and/or alterations including, but not limited to, design, construction, installation, and permitting costs.

The temporary improvements and all alterations must comply with all statutes, laws, ordinances and regulations of the State of Florida, Miami-Dade County, the City of Miami and any other agency that may have jurisdiction over the Property as they presently exist and as they may be amended hereafter. By the installation of any alteration, addition or replacement, the City shall not be excluded from the Property.

**22. Intentionally Deleted.**

**23. Reasonable Efforts.**

For purposes of this License, the Parties shall make good faith efforts, subject to the revocation provisions in Section 18 of this License, to assist and facilitate future productions of this Show to take place on the Property.

**24. Intentionally Deleted**

**25. Intentionally Deleted**

**26. Liens.**

The Licensee shall not knowingly suffer or permit any liens to be filed against the title to the Property by any reason whatsoever, including but not limited to, work, labor, services or materials supplied to the Licensee or anyone having a right to possession of the Property as a result of an agreement with or without the consent of the Licensee or Internal Revenue Service (IRS). Nothing in this License shall be construed as constituting the consent or request of the City, expressed or implied, by inference or otherwise, to any contractor, subcontractor, laborer or material man for the performance of any labor or the furnishing of any materials, for any specific work on the Property nor as giving the Licensee the right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any construction liens against the City's interest in the Property. If any liens shall at any time be filed against the Property, the Licensee shall cause it to be discharged of record within thirty (30) days after the date that it has notice of its filing.

If the Licensee shall fail to discharge a lien within that period, then in addition to any other right or remedy, the City may, but shall not be obligated to, discharge the lien either by paying the amount claimed to be due or by procuring the discharge of the lien by deposit in court or bonding. The City shall be entitled, if it so elects, to compel the prosecution of any action for the foreclosure of the construction lien by the lienor and to pay the amount of the judgment, if any, in favor of the lienor with interest, costs and allowances with the understanding that all amounts paid by the City shall be repaid to the City by the Licensee immediately upon rendition of any invoice or bill. The Licensee shall not be required to pay or discharge any construction lien so long as the Licensee shall in good faith proceed to contest the lien by appropriate proceedings and if the Licensee shall have given notice in writing to the City of its intention to contest the

validity of the lien and shall furnish reasonably satisfactory evidence that funds are or will be available to pay the amount of the contested lien claim with all interest on it and costs and expenses, including reasonable attorneys' fees to be incurred in connection with it. The City shall be entitled to pay the lien or compel the prosecution of any action with respect thereto during any time that the Licensee is contesting such lien.

**27. City Access to Property.**

The City and its authorized representative(s) shall at all times have access to the Property. The City will maintain a complete set of keys to the Property. Licensee, at its sole cost and expense, may duplicate or change key locks to the Property but not until first receiving written approval from the Director for such work. In the event Licensee changes key locks as approved by the Director, Licensee, at its sole cost and expense, must also provide to the City a copy or copies of said keys, if more than one copy is required.

The City shall have access to and entry into the Property at any time to (a) inspect the Property, (b) to perform any obligations of Licensee hereunder which Licensee has failed to perform after written notice thereof to Licensee, Licensee not having cured such matter within ten (10) days of such notice, (c) to assure Licensee's compliance with the terms and provisions of this License and all applicable laws, ordinances, rules and regulations, (d) to show the Property, to prospective purchasers, tenants or others, and (e) for other purposes as may be deemed necessary by the City Manager or his/her authorized designee in the furtherance of the City's corporate purpose; provided, however, that City shall make a diligent effort to provide at least 24-hours advance notice and Licensee shall have the right to have one or more of its representatives or employees present during the time of any such entry. The City shall not be liable for any loss, cost or damage to the Licensee by reason of the exercise by the City of the right of entry described herein for the purposes listed above. The making of periodic inspections or the failure to do so shall not operate to impose upon the City any liability of any kind whatsoever nor relieve the Licensee of any responsibility, obligations or liability assumed under this License.

**28. Safety.**

Licensee will allow City inspectors, agents or representatives the ability to monitor its compliance with safety precautions as required by federal, state or local laws, rules, regulations and ordinances. By performing these inspections, the City, its agents, or representatives are not assuming any liability by virtue of these laws, rules, regulations and ordinances. Licensee shall have no recourse against the City, its agents, or representatives from the occurrence, non-occurrence or result of such inspection(s).

**29. No Claim to Assets or Rights of Licensee.**

By entering into this License, none of the Parties are granted any assets, rights, titles or interest to the other's assets, rights, title or interests, except as otherwise set forth in this License.

**30. Indemnification.**

Licensee shall indemnify, defend at its own cost and expense and hold harmless the City and its officials, employees and agents (collectively referred to as "Indemnitees") and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of the services contemplated by this License which is or is alleged to be directly or indirectly caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of Licensee or its employees, agents or subcontractors (collectively referred to as "Licensee"), regardless of whether such Liabilities are, or are alleged to be directly or indirectly caused, in whole or part (whether joint, concurrent or contributing) by any act, omission, default or negligence (whether active or passive) of the Indemnitees, or any of them or (ii) the failure of the Licensee to comply with any of the Sections herein or the failure of the Licensee to conform to applicable statutes, ordinances, permits, or other regulations or requirements of any governmental authority, federal or

state, in connection with the performance of this License, Licensee expressly agrees to indemnify and hold harmless the Indemnitees, or any of them, from and against all liabilities which may be asserted by an employee or former employee of Licensee, or any of its subcontractors, as provided above, for which the Licensee's liability to such employee or former employee would otherwise be limited to payments under state Workers' Compensation, Jones Act, Longshoreman's Act, or similar laws.

**31. Insurance.**

Licensee, at its sole cost, shall obtain and maintain in full force and effect, at all times, throughout the period of this License, the insurance coverage as set forth in Exhibit "D" attached hereto and made a part hereof.

**32. No Liability.**

In no event shall the City be liable or responsible for injury, loss or damage to the property, improvements, fixtures and/or equipment belonging to or rented by Licensee, their officers, agents, or employees, invitees or patrons occurring in or about the Property that may be stolen, destroyed, or in any way damaged, including, without limitation, fire, flood, steam, electricity, gas, water, rain, vandalism or theft which may leak or flow from or into any part of the Property, or from the breakage, leakage, obstruction or other defects of the pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures of the Property, or from a hurricane or any act of God or any act of negligence of any user of the facilities or occupants of the Property or any person whomsoever whether such damage or injury results from conditions arising upon the Property or upon other portions of the Property or from other sources. Licensee indemnifies the City, its officers, agents and employees from and against any and all such claims in accordance with the provisions of Section 30 herein.

Licensee further acknowledges that as lawful consideration for being granted the right to utilize and occupy the Property, Licensee, on behalf of itself, its agents, contractors, concessionaires, invitees, and employees, does hereby release from any legal liability the

City, its officers, agents and employees, from any and all claims for injury, death or property damage resulting from Licensee's use of the Property.

Licensee, at its sole cost and expense, at all times and in all respects comply with all federal, state and local laws, statutes, ordinances and regulations, rules, rulings, policies, orders, administrative actions and administrative orders, including, without limitation, any Hazardous Material Laws ("Hazardous Materials Laws") relating to industrial hygiene, environmental protection or the use, storage, disposal or transportation of any flammable explosives, toxic substances or other hazardous, contaminated or polluting materials, substances or wastes, including, without limitation, any "Hazardous Substances", "Hazardous Wastes", "Hazardous Materials" or "Toxic Substances, under any such laws, ordinances or regulations (collectively "Hazardous Materials"). The Licensee shall, at its sole cost and expense, procure, maintain in effect, and comply with all conditions of any and all permits, agreements and other governmental and regulatory approvals relating to the presence of Hazardous Materials within, on, under or about the Property, including any upland or submerged land, required for the Licensee's use, or storage of, any Hazardous Materials in or about the Property in conformity with all applicable Hazardous Materials Laws and prudent industry practices regarding management of such Hazardous Materials. Upon revocation of this License, the Licensee shall, at its sole cost and expense, cause all Hazardous Materials, including their storage devices, placed, or inadvertently released, in or about the Property, in, on, or around any upland or submerged land, by the Licensee or at the Licensee's direction, to be removed from the Property and transported for use, storage or disposal in accordance and compliance with all applicable Hazardous Materials Laws. The City acknowledges that it is not the intent of this Paragraph to prohibit the Licensee from operating in the Property for the Permitted Uses. The Licensee may operate according to the custom of the industry so long as the use or presence of Hazardous Materials is strictly and properly monitored, and/or mitigated according to, and in compliance with, all applicable governmental requirements. The requirements of this Section of the License Agreement shall survive the expiration or termination of this Agreement.

**33. Notices.**

All notices or other communications, which shall or may be given pursuant to this License, shall be in writing and shall be delivered by hand, telecopy, or registered mail addressed to the other party at the address indicated herein. Such notice shall be deemed given on the day on which hand delivered; faxed or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

If to City of Miami:

City Manager  
City of Miami  
3500 Pan American Drive  
Miami, Florida 33133

With a copy to:

City Attorney  
City of Miami  
444 SW 2<sup>nd</sup> Avenue  
Suite 945  
Miami, Florida 33130

Director  
Department of Real Estate and Asset  
Management  
City of Miami  
444 SW 2<sup>nd</sup> Avenue, 3<sup>rd</sup> Floor  
Miami, Florida 33130

If to Licensee:

Yachting Promotions, Inc.  
Attn: Andrew Doole, VP/GM  
& Ricardo Strul, VP/CFO  
1115 NE 9th Avenue  
Fort Lauderdale, FL 33304

**34. Advertising.**

Concessionaires of the Licensee shall be authorized to place signs or advertising matter on the temporary docks installed on the Property; provided however that the signage shall only promote and advertise the Licensee and Concessionaires and shall not contain any offensive or explicit images of a sexual or violent nature. Licensee shall, at its sole cost and expense, cause its concessionaires to install, provide, and maintain such sign, decoration, advertising matter or other things as may be permitted hereunder in good condition and repair at all times. Licensee must further obtain approval from all governmental authorities having jurisdiction, and must comply with all applicable requirements set forth in the Sign Regulations in the City of Miami Code and Zoning Ordinance and the Miami-Dade County Sign Code, as applicable. Upon the cancellation of this License, Licensee shall, at its sole cost and expense, remove any sign, decoration, advertising matter or other thing permitted hereunder from the Property. If any part of the Property is in any way damaged by the removal of such items, said damage shall be repaired by Licensee at its sole cost and expense. Should Licensee fail to repair any damage caused to the Property within ten (10) days after receipt of written notice from the City directing the required repairs, the City shall cause the Property to be repaired at the sole cost and expense of Licensee. Licensee shall pay the City the full cost of such repairs within ten (10) business days of receipt of an invoice indicating the cost of such required repairs.

Licensee hereby understands and agrees that the City may, at its sole discretion, erect or place upon the Property an appropriate sign indicating City's having issued this License.

**35. Public Records.**

Licensee understands that the public shall have access, at all reasonable times, to City contracts and all documents, records and reports maintained and generated pursuant to this License, pursuant to the provisions of Chapter 119, Florida Statutes, as amended, including compliance with the provisions of Section 119.0701, Florida Statutes, entitled

“Contracts; public records” and agrees to allow access by the City and the public to all documents subject to disclosure under applicable law.

**36. Compliance with Laws.**

Licensee and/or its authorized agents agree to comply with all applicable laws, codes (including, but not limited to, the Florida Building Code as it may be amended), ordinances and regulations enacted or promulgated by federal, state, county, and city government including the provisions of the Charter and Code of the City. Licensee and/or its authorized agents shall also comply with reasonable directives of the City Manager.

**37. Conflict of Interest.**

Licensee is aware of the conflict of interest laws of the City (Miami City Code Chapter 2, Article V), Dade County, Florida (Dade County Code, Section 2-11.1 et. seq.) and of the State of Florida as set forth in the Florida Statutes, and agrees that it will fully comply in all respects with the terms of said laws and any future amendments thereto.

Licensee further covenants that no person or entity under its employ, presently exercising any functions or responsibilities in connection with this License, has any personal financial interests, direct or indirect, with the City. Licensee further covenants that, in the performance of this License, no person or entity having such conflicting interest shall knowingly be utilized in respect to services provided hereunder. Any such conflict of interest(s) on the part of Licensee, its employees or associated persons, or entities must be disclosed in writing to the City.

**38. Nondiscrimination.**

Licensee represents and warrants to the City that Licensee does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Licensee's use of the Property on account of race, color, sex, religion, age, handicap, marital status or national origin.

**39. No Discrimination in Hiring.**

In the performance of this License or any extension thereof, Licensee and/or its authorized agents shall not discriminate against any employee or applicant for employment because of age, sex, sexual orientation, race, color, religion, familial status, ancestry or national origin. Licensee and/or its authorized agents will take affirmative action to insure that minority applicants are employed and that employees are fairly treated during employment without regard to their age, sex, sexual orientation, race, color, religion, familial status, ancestry, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation.

**40. Americans With Disability Act.**

Licensee shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act ("ADA") in the course of providing any work, labor or services funded by the City including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability) and all applicable regulations, guidelines and standards. Additionally, Licensee shall take affirmative steps to ensure nondiscrimination in employment of disabled persons.

**41. Compliance with Environmental Laws.**

Licensee represents and warrants that during the use period, it will not use or employ the Property, or any other City-owned property, to handle, transport, store or dispose of any hazardous waste or substances, except as authorized by Section 63 to this License, and that it will not conduct any activity at the Property or City-owned property in violation of any applicable Environmental Laws.

**42. Intentionally Deleted.**

**43. Time of Essence.**

It is expressly agreed by the Parties hereto that time is of the essence with respect to this License. If the final day of any period falls on a weekend or legal holiday, then the final day of said period or the date of performance shall be extended to the next business day thereafter.

**44. Waiver.**

Any waiver by either party or any breach by either party of any one or more of the covenants, conditions or provisions of this License shall not be construed to be a waiver of any subsequent or other breach of the same or any covenant, condition or provision of this License, nor shall any failure on the part of the City to require or exact full and complete compliance by Licensee with any of the covenants, conditions or provisions of this License be construed as in any manner changing the terms hereof to prevent the City from enforcing in full the provisions hereto, nor shall the terms of this License be changed or altered in any manner whatsoever other than by written License of the City and Licensee.

**45. Litigation.**

Any dispute herein shall be resolved in the courts of Miami-Dade County, Florida. The Parties shall attempt to mediate any dispute without litigation. However, this is not intended to establish mediation as a condition precedent before pursuing specific performance, equitable or injunctive relief.

**46. Attorney(s)' Fees.**

In the event it becomes necessary to institute legal proceedings to enforce or interpret the provisions of this License, each party shall bear its own attorneys' fees through all trial and appellate levels.

**47. Waiver of Jury Trial.**

The Parties hereby knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in respect of any action, proceeding or counterclaim based on this License, or arising out of, under or in connection with this License or any amendment or modification of this License, or any other agreement executed by and between the Parties in connection with this License, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of any party hereto. This waiver of jury trial provision is a material inducement for the City and Licensee entering into the subject transaction.

**48. Third Party Beneficiary.**

This License is solely for the benefit of the Parties hereto and no third party shall be entitled to claim or enforce any rights hereunder.

**49. No Partnership.**

Nothing contained herein shall make, or be construed to make any party a principal, agent, partner, affiliate, or joint venture of the other.

**50. Further Acts.**

In addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by the Parties, the Parties each agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered any and all such further acts, deeds and assurances as may be necessary to consummate the transactions contemplated hereby.

**51. Amendments.**

No alterations, amendments or modifications hereof shall be valid unless executed by an instrument in writing by the Parties with the same formality as this License. Neither this License, nor any term hereof, can be changed, modified, or abandoned, in whole or in part, except by an instrument in writing, and no subsequent oral agreement shall have any

validity whatsoever. The City Manager is hereby authorized to execute non-substantive amendments to this License without the necessity of further action by the City Commission.

**52. No Interpretation against Draftsmen.**

The Parties agree that no provision of this License shall be construed against any particular party and each party shall be deemed to have drafted this License.

**53. Severability and Savings Clause.**

It is the express intent of the Parties that this License constitutes a license and not a lease. To further this intent, the Parties agree as follows: (i) if any provision of this License, or the application thereof to any circumstance, suggest that a lease, rather than a license, has been created, then such provision shall be interpreted in the light most favorable to the creation of a license and (ii) if any provision of this License, or the application thereof to any circumstance, is determined by a court of competent jurisdiction to have created a lease rather than a license, then such provision shall be stricken and, to the fullest extent possible, the remaining provisions of this License shall not be affected thereby and shall continue to operate and remain in full force and effect.

With regard to those provisions which do not affect the Parties intent for this License, should any provision, section, paragraph, sentence, word or phrase contained in this License be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida or the City of Miami, such provision, section, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this License shall remain unmodified and in full force and effect or limitation of its use.

**54. Invalidity.**

In the event that any non-material provision of this License shall be held to be invalid for any reason, such invalidity shall not affect the remaining portions of this License and the same shall remain in full force and effect.

**55. Headings.**

Title and section headings are for convenient reference and are not a part of this License.

**56. Entire License.**

This License represents the entire understanding between the Parties hereto as to the subject matter hereof, and supersedes all prior written oral negotiations, representations, warranties, statements or agreements between the Parties hereto as to the same. There are no promises, terms and conditions, or obligations other than those contained herein, and no party has relied upon the statements or promises of the representatives of any party hereto.

**57. Authority.**

Each of the Parties hereto acknowledges it is duly authorized to enter into this License and that the signatories below are duly authorized to execute this License in their respective behalf.

**58. Termination of Agreement to Use Riparian Uplands**

Licensee has entered into a multi-year License Agreement dated or about January 31, 2018 with Resorts World Miami, LLC as owner of the uplands (hereinafter referred to as the "Resorts World License") adjacent to the Property. If at any time during the License Term of this Agreement the Resorts World License is terminated, for whatever reason, the Licensee shall have the right to terminate this Agreement by providing City with 60 days

written notice. If this Agreement is terminated as set forth in this Section, any funds paid by Licensee to City shall be forfeited by the Licensee.

**59. Intentionally Deleted**

**60. Responsibility for Damage.**

If the Property, or any portion thereof, or any structure attached thereto, or any equipment, fixture, or other item contained shall be destroyed, damaged, marred, altered, or physically changed during the term in any manner whatsoever, then Licensee shall be responsible.

**61. Copyrights, Trademarks.**

All federal, state, and local laws and/or regulations related to copyright, trademarks, etc., must be complied with by the Licensee and all exhibitors selling such items on the Property. Further, the Licensee agrees to save and completely hold harmless the City of Miami, and to pay all costs related to any violation of the above.

**62. Intentionally Deleted**

**63. Use of Machinery.**

Licensee has consent of the City Manager or Director to operate any engine or motor or machinery on the Property or use gasoline, propane, or diesel for mechanical or other purposes. All decorative materials must be flameproof before the same will be allowed in the buildings and should have written verification of such flameproof treatment.

**64. Licensee's Employees and Agents.**

Licensee will furnish any technicians, stagehands, ticket sellers, ticket takers, ushers, security guards, or any other auxiliary personnel at its own cost.

**65. Emergency Powers to Vacate Property.**

The City Manager may terminate service of any other utilities upon the Property, order evacuation of all or any portion of the premises, or cause to be removed therefrom any person or group of persons, any materials, equipment or other items if, in his judgment, circumstances of a dangerous or unusual nature have occurred, or he reasonably believes are about to occur, and such action is necessary to secure the safety and welfare of persons and/or property, and Licensee waives any right and/or claim for damages against the City, its agents or servants, in such eventuality.

**66. City Manager's Discretion.**

Any matter not expressly provided for herein shall be within the reasonable discretion of the City Manager. The City Manager will when possible and ultimately at its discretion, consult with Licensee.

**IN WITNESS WHEREOF**, the Parties hereto have caused this License to be duly executed and delivered by their respective officers and hereunto duly authorized as of the date first above written.

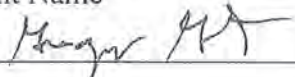
**ATTEST:**

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

Signature

Brian Vasandani

Print Name

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

Signature

Gregory Guarten

Print Name

**LICENSEE:**  
**YACHTING PROMOTIONS,**  
**INC.**

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

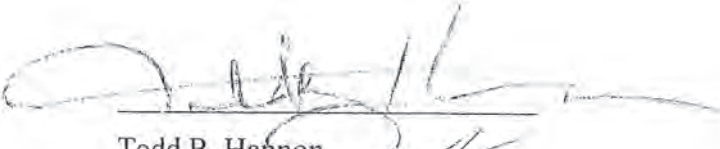
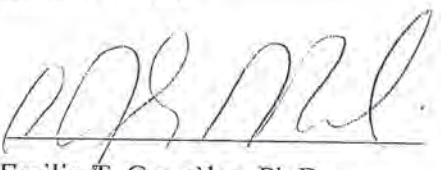
Signature of ~~President~~ Senior Vice President  
Thomas C. Etter

Print Name of President


**ATTEST:**

**CITY OF MIAMI,**

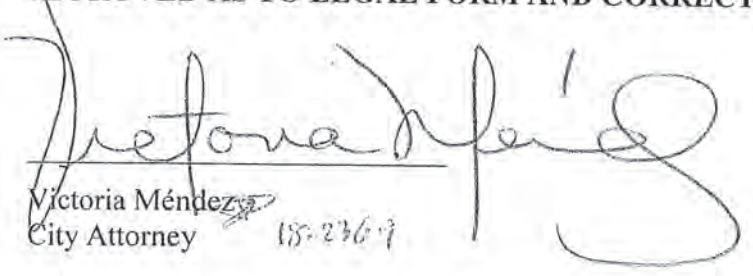
a municipal corporation of the  
State of Florida

  
\_\_\_\_\_  
Todd B. Hannon  
City Clerk  
\_\_\_\_\_  
Emilio T. Gonzalez, Ph.D.  
City Manager

**APPROVED AS TO INSURANCE REQUIREMENTS:**

  
\_\_\_\_\_  
Ann-Marie Sharpe, Director  
of Risk Management

**APPROVED AS TO LEGAL FORM AND CORRECTNESS:**

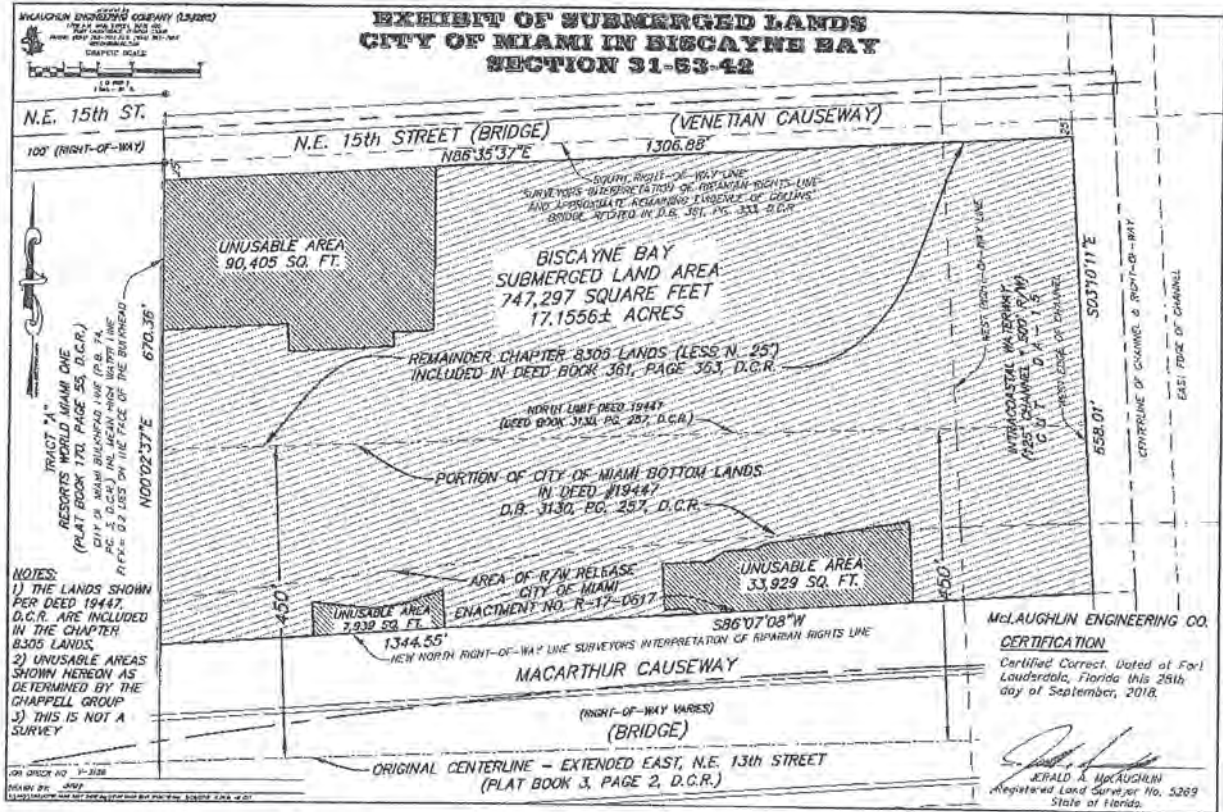
  
\_\_\_\_\_  
Victoria Méndez  
City Attorney

18.236.7

**Exhibit A  
SHOW DATES**

	2019
Dock & Piling Installation	Jan 14
Move in Boats/Tents	Feb 6-13
Show Days	Feb 14-18
Move out Boats/Tents	Feb 19-23
Remove Docks & Pilings	Mar 2

# EXHIBIT B



**EXHIBIT "C"**  
**TEMPORARY USE AGREEMENT ("TUA") OR LETTER OF AUTHORIZATION FOR  
SUBMERGED LANDS AREA**

(THE TUA OR LETTER OF AUTHORIZATION SHALL BE INCORPORATED AS AN  
EXHIBIT TO THE LICENSE IF USE OF THE PROPERTY REQUIRES ONE AND UPON  
EXECUTION OF A TUA BETWEEN THE CITY AND TIITF/DEP)

**EXHIBIT "D"**  
**INSURANCE REQUIREMENTS**

**INSURANCE REQUIREMENTS FOR YACHT SHOW AGREEMENT**

- I. **Commercial General Liability (Primary and Non Contributory)**
  - A. Limits of Liability

Bodily Injury and Property Damage Liability	
Each Occurrence	\$1,000,000
General Aggregate Limit	\$2,000,000
Products/Completed Operations	\$1,000,000
Personal and Advertising Injury	\$1,000,000
  - B. Endorsements Required

City of Miami listed as an additional insured	
Contingent Liability & Contractual	
Premises/Operations Liability	
- II. **Business Automobile Liability**
  - A. Limits of Liability

Bodily Injury and Property Damage Liability	
Combined Single Limit	
Any Auto, Owned, or Scheduled Autos	
Including Hired, Borrowed or Non-Owned Autos	
Any One Accident	\$ 1,000,000
  - B. Endorsements Required

City of Miami listed as an additional insured	
---	--
- III. **Worker's Compensation**

Limits of Liability	
Statutory-State of Florida	
Waiver of subrogation	

<b>Employer's Liability</b>	
A. Limits of Liability	
\$1,000,000 for bodily injury caused by an accident, each accident.	
\$1,000,000 for bodily injury caused by disease, each employee	
\$1,000,000 for bodily injury caused by disease, policy limit	

- IV. **Umbrella Policy (Excess Follow Form including liquor)**
  - A. Limits of Liability
    - Bodily Injury and Property Damage Liability
    - Each Occurrence \$ 10,000,000
    - Aggregate \$ 10,000,000
  - City of Miami listed as an additional insured
- V. **Marine Operator's Legal Liability and Protection and Indemnity Liability** \$1,000,000
  - City of Miami listed as an additional insured
- VI. **Excess Marine Operators Legal Liability and Protection and Indemnity Jones Act, if applicable**
  - Each Occurrence/Policy Aggregate \$10,000,000
  - City of Miami listed as an additional insured
- VII. **Liquor Liability** \$1,000,000
- VIII. **Hull and Machinery** per declared value

**The above policies shall provide the City of Miami with written notice of cancellation in accordance with policy provisions.**

Companies authorized to do business in the State of Florida, with the following qualifications, shall issue all insurance policies required above:

The company must be rated no less than "A-" as to management, and no less than "Class X" as to Financial Strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent. All policies and /or certificates of insurance are subject to review and verification by Risk Management prior to insurance approval.

The City reserves the right to request copies of all insurance policies associated with this agreement, including, but not limited to all policy endorsements, and any and all coverage information.

## EXHIBIT "E"

### LETTER OF CREDIT CERTIFICATION AND DRAW REQUIREMENTS

As provided in Section 8 of this License, Licensee may, at its option, and in lieu of the cash Security Deposit identified above, at any time during the term of this License, deliver to Licensor the Letter of Credit described below. Licensor shall be permitted to draw upon the Letter of Credit at any time Licensee is in default under this License or in the event that the expiration date of the Letter of Credit at any time does not extend to the later of 60 days following the expiration date of this License or any period of holdover by Licensee.

The letter of credit (the "Letter of Credit") shall be (1) in the amount of \$100,000.00; (2) a clean, irrevocable standby letter of credit issued to Licensor; (3) issued by a federally-insured commercial bank organized under the laws of the United States of America or any state thereof; (4) payable in immediate available funds in full or partial draws upon presentation of the written certification of Licensor as set forth below on this on Exhibit E; (5) by its terms automatically, for the remainder of the License term, renewed for successive one (1) year periods unless the issuer provides no less than sixty (60) days written notice to Licensor that the Letter of Credit shall not be renewed, in which event Licensor shall have the right to draw down the entire amount of the Letter of Credit unless Licensee substitutes, prior to the expiration of the Letter of Credit, a new Letter of Credit which shall meet the requirements hereof or a cash deposit in the amount of \$100,000.00.

If Licensee defaults in respect of any of the terms, conditions or provisions of this License and Licensee fails to cure any such default after any required notice and within any applicable cure period hereunder or if Licensor receives a notice that the Letter of Credit shall not be renewed or shall expire prior earlier than required herein (i) Licensor shall have the right to require the issuer to make payment to Licensor or its designee of the entire proceeds of the Letter of Credit, and (ii) Licensor may, at the option of Licensor (but Licensor shall not be required to) apply or retain the whole or any part of such sum so paid to it by the issuer to the extent required for the payment of any Use Fee or any other sum as to which Licensee is in default, and any damages to which Licensor is entitled pursuant to the License, whether such damages accrue before or after summary proceedings or other reentry by Licensor, and (iii) Licensor shall hold the remainder of such sum paid to it by the issuer or Licensee, if any, for Licensor's benefit, as security for the faithful performance and observance by Licensee of the terms, covenants, and conditions of this License on Licensee's part to be observed and performed, with the same rights as hereinabove set forth to apply or retain the same in the event of any further default by Licensee under this License. If Licensor applies or retains any part of the proceeds of the Letter of Credit, Licensee shall, after demand from Licensor, restore the Letter of Credit to its original amount and deliver it to Licensor or its designee (or deliver cash funds to the City in such amount) so that Licensor or its designee shall have the full Letter of Credit on hand at all times during the Term of this License (and any extension). Licensee expressly waives any right it might otherwise have to prevent Licensor from drawing on the Letter of Credit and agrees that an action for damages and not injunctive or other

equitable relief shall be Licensee's sole remedy in the event Licensee disputes Licensor's claim to any such amounts.

The letter of credit shall contain the following language:

FUNDS HEREUNDER ARE AVAILABLE TO YOU AGAINST PRESENTATION OF YOUR SIGHT DRAFT(S), DRAWN ON US, MENTIONING THEREON OUR LETTER OF CREDIT NUMBER \_\_\_\_\_. NO OTHER DOCUMENTATION SHALL BE REQUIRED TO DRAW ON THIS LETTER OF CREDIT.

DRAWINGS HEREUNDER MAY BE MADE BY PRESENTATION OF BENEFICIARY'S DRAFT(S) TO THE OFFICE IN PERSON, BY MAIL, BY MESSENGER, BY OVERNIGHT COURIER OR BY ANY OTHER MEANS. ALTERNATIVELY, PRESENTATION OF BENEFICIARY'S DRAFT(S) MAY BE MADE BY FAX TRANSMISSION TO [TEL. NUMBER], OR SUCH OTHER FAX NUMBER IDENTIFIED BY {\_\_\_\_\_}, N.A. IN A WRITTEN NOTICE GIVEN TO YOU BY RECEIPTED OVERNIGHT COURIER ("NEXT BUSINESS DAY DELIVERY") OR BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUIRED.

IF THE REQUISITE DOCUMENTS ARE PRESENTED BY FAX OR BY ANY OF THE OTHER MEANS PROVIDED FOR ABOVE AT THE OFFICE BEFORE THE THEN EXPIRATION OF THIS LETTER OF CREDIT, WE WILL HONOR THE DRAFT(S) DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS LETTER OF CREDIT UPON PRESENTATION, AND PAYMENT WILL BE EFFECTED THE SAME DAY IF PRESENTATION IS MADE BEFORE 10:00 AM NEW YORK CITY TIME THAT DAY. IF PRESENTATION IS MADE AFTER 10:00 AM NEW YORK CITY TIME, THEN PAYMENT WILL BE EFFECTED BEFORE THE CLOSE OF BUSINESS OF THE FOLLOWING DAY.

AS USED HEREIN "BUSINESS DAY" SHALL MEAN ANY DAY OTHER THAN A SATURDAY OR SUNDAY OR A DAY ON WHICH BANKING INSTITUTIONS IN NEW YORK CITY ARE AUTHORIZED OR REQUIRED TO CLOSE BY LAW.

WE HEREBY AGREE TO HONOR EACH DRAFT DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT IF PRESENTED, AS SPECIFIED, AT OUR OFFICE ON OR BEFORE THE THEN EXPIRATION DATE. WE HEREBY FURTHER AGREE THAT ALL DRAFTS PRESENTED UNDER THIS LETTER OF CREDIT SHALL BE PAID NOTWITHSTANDING ANY CLAIM BY ANY PERSON THAT THE SUM DEMANDED IS NOT DUE OR THAT SAID DRAFT(S) ARE NOT TO BE HONORED FOR ANY OTHER REASON. IN ADDITION, BENEFICIARY'S RIGHTS AND ABILITY TO DRAW ON THIS LETTER OF CREDIT, TO RECEIVE ALL OR PORTIONS OF THE PROCEEDS HEREOF AND TO USE, APPLY, OR RETAIN THE WHOLE OR ANY PART OF SUCH PROCEEDS, SHALL NOT TAKE INTO ACCOUNT, OR OTHERWISE BE

AFFECTED BY, ANY OF THE MODIFICATIONS, REDUCTIONS OR OTHER LIMITATIONS OF OR ON THE APPLICANT'S OBLIGATIONS OR LIABILITIES RESULTING FROM THE VOLUNTARY OR INVOLUNTARY LIQUIDATION, DISSOLUTION, SALE OR OTHER DISPOSITION OF ALL OR SUBSTANTIALLY ALL THE ASSETS, MARSHALING OF ASSETS AND LIABILITIES, RECEIVERSHIP, INSOLVENCY, BANKRUPTCY, ASSIGNMENT FOR THE BENEFIT OF CREDITORS, REORGANIZATION, ARRANGEMENT OR READJUSTMENT OF, OR OTHER SIMILAR PROCEEDING AFFECTING THE APPLICANT, OR THE APPLICANT'S PREDECESSORS, OR THE APPLICANT'S SUCCESSORS OR ASSIGNS, OR ANY OF THEIR ASSETS OR THE DISAFFIRMANCE, REJECTION OR POSTPONEMENT IN ANY SUCH PROCEEDING OF ANY OF APPLICANT'S OBLIGATIONS OR UNDERTAKINGS.

SHOULD YOU HAVE OCCASION TO COMMUNICATE WITH US REGARDING THIS LETTER OF CREDIT, PLEASE DIRECT YOUR CORRESPONDENCE TO OUR OFFICE, MAKING SPECIFIC MENTION OF THE LETTER OF CREDIT NUMBER INDICATED ABOVE.

"Reference is made to your irrevocable standby letter of credit dated \_\_\_\_\_, 201\_ in the amount of \$ \_\_\_\_\_ and assigned letter of credit number \_\_\_\_\_ (the "Letter of Credit"). The undersigned hereby certifies that it is entitled to draw upon the Letter of Credit in accordance with a certain Revocable License between the City of Miami as Licensor, and \_\_\_\_\_, as Licensee, dated \_\_\_\_\_, 201\_. Accordingly, we hereby draw upon the Letter of Credit in the amount of \$ \_\_\_\_\_. Said funds should be made available to the undersigned in immediately available funds in accordance with the following payment terms: [insert payment instructions]."

**Attachment G**

**DERM Project Report**

**CLASS I PERMIT MODIFICATION NO. CLI-2018-0071**

Class I Permit Modification Request by Yachting Promotions, Inc. for the Inclusion of Sea Trials in Association with an Annual Boat Show Event within Biscayne Bay at 1 Herald Plaza, 1635 North Bayshore Drive, and 1737 North Bayshore Drive, Miami, Miami-Dade County, Florida

**DATE: October 17, 2022**

Staff's recommendation of approval for the above-referenced permit application is based on the applicable evaluation factors under Section 24-48.3 of the Code of Miami-Dade County, Florida (Code). The following is a summary of the proposed project with respect to each applicable evaluation factor:

- 1. Potential Adverse Environmental Impact** – When reviewing the original Class I permit application in 2018, DERM had recommended approval of the boat show at the subject locations provided that no sea trials were being proposed and that all vessels associated with the event would be moored for the duration of the show. Additionally, Specific Condition No. 3 of the subject Class I Permit prohibits the test operation of vessels including sea trials and demonstrations. The project sites are located within an area identified by the Miami-Dade County Manatee Protection Plan (MPP) as essential manatee habitat (Attachment A) and recommended by the MPP for Residential Docking: 1 Motorboat per 100 feet of Developable Shoreline. The MPP's marine facility siting criteria recommend where new or expanded docking facilities should be located to avoid and minimize impacts to manatees or their habitat from construction or vessel traffic generated by the facility. While the MPP does not regulate the operation of vessels once underway, it does consider the appropriateness of the destinations vessels travel to and from. Protecting rare, threatened, or endangered species such as manatees involves preserving important habitat that the species rely on for survival and minimizing certain human activity that can be disruptive to important behaviors that are also necessary for species survival. For manatee protection, this involves limiting the construction or expansion of vessel docking facilities that would increase the overlap between typical manatee behavior and high intensity vessel traffic. Manatees use essential habitat for sensitive activities such as feeding, resting, mating, nursing, cold shelter, and travel. These sensitive behaviors, such as resting and feeding, were documented at the project sites during both construction set-up and breakdown and throughout the Winter 2022 event.

It is important to note that while the successful implementation of the recommendations of the MPP led to the reclassification of manatees from endangered to threatened under the Endangered Species Act in May 2017, in 2021 the US Fish and Wildlife Service (USFWS) declared an Unusual Mortality Event as a result of an unprecedented increase in manatee deaths. These deaths are largely the result of a significant loss of habitat used by manatees for sensitive behaviors. In response, in July 2021 the USFWS initiated a five-year status review of the West Indian manatee, the purpose of which is to evaluate whether appropriate protections are in place to conserve the species and to determine if the species is properly classified under the Endangered Species Act. Adherence to the recommendations of the County's MPP, including protecting essential manatee habitat, is necessary for the continued recovery of the species.

As discussed in the DERM memorandum dated December 1, 2021, the Applicant's the project sites are located within an area identified by the MPP as essential manatee habitat. Essential habitat is used by manatees for sensitive activities such as feeding, resting, mating, nursing, cold shelter, and travel.

Under the subject modification request, the Applicant is proposing to locate slips for sea trial vessels along the temporary docks located waterward of the existing Sea Isle Marina located at 1635 North Bayshore Drive. While this location would place the slips in an area with greater water depth, the proposed site is still within essential manatee habitat. While 150 slips are proposed to be designated for sea trial use, the number of sea trials that may occur could be greater than 150, as each vessel can make multiple trips. During the Winter 2022 event, 136 of the authorized 150 slips were utilized and the boat show reported that a total of 565 sea trials were conducted over the course of the five-day event.

Under the subject modification request, the Applicant is also requesting authorization for two sea trial routes. The primary sea trial route would be the same as the route approved for the Winter 2022 event and would travel south of Dodge Island and through Government Cut. The second route is proposed solely as a contingency, to be used in the event of a small craft weather advisory and would extend to the south under the Rickenbacker Causeway. Both the primary route south of Dodge Island and the contingency route to the south would traverse areas that are utilized heavily by manatees, particularly during the winter months during which the event would take place.

As further discussed in the report to the Board entitled “Report on the Winter 2022 Miami International Boat Show”, DERM documented several permit violations during the Winter 2022 event, including, but not limited to, failure to comply with the designated mandatory sea trial vessel route, failure to have a designated manatee observer present during in-water construction and water taxi operations, lack of the required “No Entry” buoys and manatee caution signage, the inability to provide the required daily log of manatee sightings on request, and failure to display the required sea trial pass identification placards. The number of manatees observed in association with the Winter 2022 event was approximately 29 to 47 individuals. Approximately 16 to 34 manatees were observed within this observation area during the 5 show days. The number of manatees observed during the event ranges, as the manatee observers were unable to confirm if repetitive sightings of the same manatees occurred. DERM staff observed a total of 16 manatees, and the manatee observers reported between 13 and 18 manatees. At least one mother and calf pair were documented resting within Sea Isle Marina. Seven manatees were reported in the project areas during the twelve-day pre-event construction operations and six were documented during the nine-day post-event breakdown. The total number of manatees observed in association with the Winter 2022 event was approximately 29 to 47 individuals, inclusive of construction and demolition activities. It is important to note that the number of manatees sighted during the pre and post show construction and break down may not be fully representative of all manatees utilizing the event area, because during pre- and post-show activities, the contractor was only required to observe in the specific area of in-water work activities. In addition, although DERM staff were onsite during the entirety of the operating hours of the five-day boat show event, DERM staff were only present once a day during pre- and post-show activities.

Sensitive behaviors that occur in essential manatee habitat were documented at the project sites during both construction set-up and breakdown and throughout the event. While direct impacts to manatees, such as vessel strikes, were not observed or reported during the Winter 2022 event, the event did result in a substantial increase in vessel activity in an area where sensitive manatee behaviors have been documented. The event’s indirect effects on manatees, including disruption of feeding and resting behaviors, would be difficult to quantify. But the Winter 2022 event observations confirm that manatees are utilizing the subject sites. By not fully complying with the permit conditions, the show failed to minimize the elevated risk to manatees that the increased vessel activity inherently created.

Elevated mortality rates for the species continue to be documented throughout the state of Florida. Essential manatee habitat is designated as such because these areas have been historically documented to host sensitive manatee behaviors. Adherence to the recommendations of the County’s Manatee Protection Plan, including protecting essential manatee habitat, remains necessary for the continued recovery of the species. The risk from activity in sensitive manatee habitat remains high and will be compounded by continuing sea trials in this location.

In light of the foregoing, the proposed sea trials are reasonably expected to result in adverse environmental impacts.

2. **Potential Cumulative Adverse Environmental Impact** – The proposed sea trials are reasonably expected to result in cumulative adverse environmental impacts as set forth in Number 1 above.
3. **Hydrology** – The proposed project is not reasonably expected to adversely affect surface water drainage or retention of stormwater.
4. **Water Quality** – The proposed project is not reasonably expected to adversely affect water quality. The proposed project may result in temporary minor water quality impacts typically associated with the construction, operation, and demolition of a temporary docking facility. To mitigate for these impacts during the life of the permit, the applicant has agreed to provide annual contributions to the Biscayne Bay Environmental Enhancement Trust Fund that will be used for the creation or enhancement of marine habitat within Biscayne Bay. In addition, the event and subject modifications will be required to submit a comprehensive report after each boat show event, which shall address the operation of the boat show and demonstrate compliance with the conditions of the Class I Permit CLI-2018-0071 as required by Specific Condition No. 5.
5. **Wellfields** – The proposed project is not reasonably expected to adversely affect wellfields.
6. **Water Supply** – The proposed project is not reasonably expected to adversely affect water supply.
7. **Aquifer Recharge** – The proposed project is not reasonably expected to adversely affect aquifer recharge.
8. **Aesthetics** – The proposed project is not reasonably expected to have negative aesthetic impacts. The boat show is temporary in nature. The temporary vessels, structures, and equipment associated with the boat show will be installed and removed within a 45 day period.
9. **Navigation** – The proposed project would temporarily affect navigation within the project area during the 45 day period between the start of installation of the facility and the completion of removal of all structures and associated equipment. However, significant impacts to navigation are not reasonably expected to occur, provided that all structures are lighted in accordance with applicable laws, and all vessels follow safe boating practices as required by all applicable laws.
10. **Public Health** - The proposed project is not reasonably expected to adversely affect public health.
11. **Historic Values** - The proposed project is not reasonably expected to adversely affect historic values.
12. **Archaeological Values** - The proposed project is not reasonably expected to adversely affect archaeological values.
13. **Air Quality** – The proposed project is not reasonably expected to adversely affect air quality.
14. **Marine and Wildlife Habitats** – The proposed sea trials are reasonably expected to adversely affect marine and wildlife habitats, as set forth in Number 1 above.
15. **Wetland Soils Suitable for Habitat** – The proposed project is not reasonably expected to result in adverse impacts to wetland soils suitable for habitat.
16. **Floral Values** – The proposed project is not reasonably expected to adversely affect marine flora as set forth in Number 1 above.

17. **Fauna Values** - The proposed sea trials are reasonably expected to adversely affect marine fauna, as set forth in Number 1 above.
18. **Rare, Threatened and Endangered Species** – The proposed sea trials are reasonably expected to adversely affect rare, threatened, and endangered species, as set forth in Number 1 above.
19. **Natural Flood Damage Protection** - The proposed project is not reasonably expected to adversely affect surface water drainage or retention of stormwater.
20. **Wetland Values** – The proposed project is not reasonably expected to adversely affect wetland habitat.
21. **Land Use Classification** – Pursuant to Section 24-48.2(II)(B)(7) of the Code of Miami-Dade County, Florida, a substantiating letter or plan approval shall be submitted stating that the proposed project does not violate any zoning laws. Said letter or plan approval will be submitted after the approval by the Board of County Commissioners and prior to the issuance of a Class I permit.
22. **Recreation** - The proposed project does not conflict with the recreation element of the Miami-Dade County Comprehensive Development Master Plan.
23. **Other Environmental Values Affecting the Public Interest** – The proposed project is not reasonably expected to adversely affect other environmental values affecting the public interest. The Applicant is proposing to continue operating the boat show on two adjacent parcels of submerged lands owned separately by the City of Miami and the State of Florida through the Board of Trustees of the Internal Improvement Trust Fund (Governor and Cabinet). For the portion of work located adjacent to the 1 Herald Plaza site, the Applicant has provided authorization from the submerged lands owner, the City of Miami, through a submerged lands lease agreement. The portion of the proposed work located adjacent to 1635 North Bayshore Drive and 1737 North Bayshore Drive is located on State-owned sovereign submerged lands and the Applicant has provided authorization from the submerged lands owner, the Florida Department of Environmental Protection (FDEP) through a submerged lands lease agreement.
24. **Conformance with Standard Construction Procedures and Practices and Design and Performance Standards** – The proposed project involves the temporary installation of a docking facility that has a water-dependent use. The proposed tents and other amenities on the floating docks that will not have a water-dependent use have already been approved through Resolution No. R-1316-18.
25. **Comprehensive Environmental Impact Statement (CEIS)** - The Director has not required a Comprehensive Environmental Impact Statement for this application.
26. **Conformance with All Applicable Federal, State and Local Laws and Regulations** - The proposed project is in conformance with applicable State, Federal and local laws and regulations:
  - a) Chapter 24 of the Code of Miami-Dade County (provided the proposed sea trials are denied)
  - b) Florida Department of Environmental Protection (Environmental Resource Permit submerged lands lease - Attachment F)
  - c) United States Clean Water Act (US Army Corps of Engineers permit pending)

- 27. Conformance with the Miami-Dade County Comprehensive Development Master Plan (CDMP)** – In the opinion of the Director, the proposed project is in conformance with the CDMP provided the proposed sea trials are denied as set forth in Number 1 above. The following is a summary of the proposed project as it relates to the CDMP:

**LAND USE ELEMENT I:**

**Objective 3/Policies 3A, 3B, 3C** - Protection of natural resources and systems. – The proposed project is consistent with the Conservation and Coastal Management elements of the CDMP, and will be compatible with the surrounding land uses in Biscayne Bay, provided that the boat show event continues to operate in accordance with the conditions of the Class I permit CLI-2018-0071 and any subsequent modifications, and that the sea trials are denied, as set forth in Number 1 above. The proposed project does not involve development in the Big Cypress area of Critical State Concern or the East Everglades.

**TRANSPORTATION ELEMENT II**

**Aviation Subelement/Objective AV-5A** - Aviation System Expansion - There is no aviation element to the proposed project.

**Port of Miami River Subelement/Objective 3** - Minimization of impacts to estuarine water quality and marine resources. The project is not located within the Miami River.

**CONSERVATION, AQUIFER RECHARGES AND DRAINAGE ELEMENT IV:**

**Objective 3/Policies 3A, 3B, 3D** - Wellfield protection area protection. - The proposed project is not located within a wellfield protection area.

**Objective 3/Policy 3E** - Limestone mining within the area bounded by the Florida Turnpike, the Miami-Dade/ Broward Levee, N.W. 12 Street and Okeechobee Road. - The proposed project is not located within this area.

**Objective 4/Policies 4A, 4B, 4C** - Water storage, aquifer recharge potential and maintenance of natural surface water drainage. - The proposed project is not reasonably expected to adversely affect water storage, aquifer recharge potential or natural surface water drainage.

**Objective 5/Policies 5A, 5B, 5F** - Flood protection and cut and fill criteria – The proposed project will not compromise flood protection.

**Objective 6/Policy 6A** - Areas of highest suitability for mineral extraction. - The proposed project is not located in an area proposed or suitable for mineral extraction.

**Objective 6/Policy 6B** - Guidelines for rock quarries for the re-establishment of native flora and fauna. - The proposed project is not located in a rock quarry.

**Objective 7/Policy 7A, 7C, 7D, 7J** - Wetland protection and restoration. – The proposed project is not located in wetlands.

**Objective 9/Policies 9A, 9B, 9C** - Protection of habitat critical to Federal or State-designated

threatened or endangered species. – The proposed sea trials are reasonably expected to adversely affect habitat critical to manatees, a Federally -designated threatened species. The proposed sea trials are not a public necessity and alternative sites located outside of essential manatee habitat have been identified. The proposed project does not involve development within rookeries and nesting sites used by federal or State designated endangered or threatened species.

#### **COASTAL MANAGEMENT ELEMENT VII:**

**Objective 1/Policy 1A** – Mangrove wetlands within Mangrove Protection Areas – The proposed project is not located within a designated “Mangrove Protection Area.”

**Objective 1/Policy 1B** - Natural surface flow into and through coastal wetlands. – The proposed project is not located within coastal wetlands.

**Objective 1/Policy 1C** - Elevated boardwalk access through mangroves. – The proposed project does not involve the construction of an elevated walkway through mangroves.

**Objective 1/Policy 1D** – Protection and maintenance of mangrove forests and related natural vegetational communities. – The proposed project is not located within mangrove forests and related natural vegetational communities.

**Objective 1/Policy 1E** – Mitigation for the degradation and destruction of coastal wetlands. Monitoring and maintenance of mitigation areas. – The proposed project site is not located within coastal wetlands.

**Objective 1/Policy 1G** – Prohibition on dredging or filling of grass/algal flats, hard bottom or other viable benthic communities, except as provided for in Chapter 24 of the Code of Miami-Dade County, Florida. – The proposed project does not involve dredging or filling of grass/algal flats, hard bottom or other viable benthic communities.

**Objective 2/Policies 2A, 2B** – Beach restoration and renourishment objectives. - The proposed project does not involve beach restoration or renourishment.

**Objective 3/Policies 3E, 3F** – Location of new cut and spoil areas for proper stabilization and minimization of damages. – The proposed project does not involve the development or identification of new cut or spoil areas.

**Objective 4/Policy 4A, 4C, 4E, 4F** – Protection of endangered or threatened animal species. – The proposed sea trials are reasonably expected to result in impacts to manatees, a Federally-designated listed species. The proposed sea trials are reasonably anticipated to result in increased vessel traffic within an area designated as essential manatee habitat pursuant to the Miami-Dade County Manatee Protection Plan and utilized by manatees for sensitive behaviors such as feeding and resting. Furthermore, the proposed sea trial routes would overlap with documented manatee travel corridors.

**Objective 5/Policy 5B** – Existing and new areas for water-dependent and water-related uses. – The proposed use is water-dependent; however, the project site is located within essential manatee habitat. Therefore, locating the proposed sea trials at the subject site is not appropriate or environmentally compatible .

**Objective 5/Policy 5D** – Consistency with Chapter 33D, Miami-Dade County Code (shoreline access, environmental compatibility of shoreline development) – The Shoreline Development Review Committee has evaluated the proposed project and determined that the thresholds for review under the Shoreline Ordinance do not apply and the proposed project is not subject to shoreline development review.

**Objective 5/Policy 5F** – The siting of water-dependent facilities. – The proposed project is consistent with the criteria used to determine appropriateness of the project site provided that the boat show event continues to operate in accordance with the conditions of the Class I permit CLI-2018-0071 and any subsequent modifications and that the sea trials are denied, as set forth in Number 1 above.

28. **Conformance with Chapter 33B, Code of Miami-Dade County** (East Everglades Zoning Overlay Ordinance) – The proposed project is not located within the East Everglades Area.
29. **Conformance with Miami-Dade County Ordinance 81-19** (Biscayne Bay Management Plan Sections 33D-1 through 33D-4 of the Code of Miami-Dade County) - The proposed project is consistent with the recommendations of the Biscayne Bay Management Plan, the docking facility is water-dependent and has been previously approved through Resolution No. R-1316-18.
30. **Conformance with the Miami-Dade County Manatee Protection Plan** - Although the MPP does not recommend the siting of a high intensity marine related use at the project sites, DERM staff previously recommended approval of a boat show at the subject sites with the understanding that the boat show is not a permanent facility but is instead a temporary event lasting only five days each year and provided there are no sea trials and that all vessels proposed to be moored would remain so for the duration of the event. As the proposed sea trials are reasonably anticipated to result in an increase in vessel activity in these areas known to be utilized by manatees, DERM is recommending denial of the inclusion of sea trials for the boat show events, as set forth in Number 1 above.
31. **Consistency with Miami-Dade County Criteria for Lake Excavation** – The proposed project does not involve lake excavation.
32. **Municipality Recommendation** – Pursuant to Section 24-48.2(II)(B)(7) of the Code of Miami-Dade County, Florida, a substantiating letter or plan approval shall be submitted stating that the proposed project does not violate any zoning laws. Said letter or plan approval will be submitted after the approval by the Board of County Commissioners and prior to the issuance of the Class I permit.
32. **Coastal Resources Management Line** - A coastal resources management line was not required for the proposed project, pursuant to Section 24-48.2(II)(B)(10)(b) of the Code of Miami-Dade County.
33. **Maximum Protection of a Wetland's Hydrological and Biological Functions** – The proposed project is not located in wetlands.
34. **Class I Permit Applications Proposing to Exceed the Boundaries Described in Section D-5.03(2)(a) of the Miami-Dade County Public Works Manual** – Not applicable.

The proposed project was also evaluated for compliance with the standards contained in Sections 24-48.3(2),(3), and (4) of the Code of Miami-Dade County, Florida. The following is a summary

of how the standards relate to the proposed project:

**24-48.3 (2) Dredging and Filling for Class I Permit** – Not applicable.

**24-48.3 (3) Minimum Water Depth Required for Boat Slips Created by the Construction or Placement of Fixed or Floating Docks and Piers, Piles and Other Structures Requiring a Permit Under Article IV, Division 1 of Chapter 24 of the Code of Miami-Dade County** – The proposed project complies with the water depth criteria.

**24-48.3 (4) Clean Fill in Wetlands** – Not applicable.

The project was also evaluated based upon the applicable factors set forth in Section 24-48.25 of the Code.

  
\_\_\_\_\_  
McKee Gray, Manager  
Coastal Resources Section

  
\_\_\_\_\_  
Rockell Alhale, ERPS  
Coastal Resources Section



## MEMORANDUM

(Revised)

**TO:** Honorable Chairman Jose "Pepe" Diaz  
and Members, Board of County Commissioners

**DATE:** November 1, 2022

**FROM:**   
Gen Bonzon-Keenan  
County Attorney

**SUBJECT:** Amended  
Agenda Item No. 5(L)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☒ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's present \_\_\_\_, 2/3 membership \_\_\_\_, 3/5's \_\_\_\_, unanimous \_\_\_\_, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) \_\_\_\_, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) \_\_\_\_, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) \_\_\_\_ to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Amended  
Agenda Item No. 5(L)  
11-1-22

**RESOLUTION NO. R-1053-22**

RESOLUTION TAKING ACTION ON A CLASS I PERMIT MODIFICATION BY YACHTING PROMOTIONS, INC. FOR THE 2023 BOAT SHOW AND FOR THE INCLUSION OF SEA TRIALS FOR THE 2023 BOAT SHOW EVENT AND THE REMAINDER OF THE 10 YEAR PERMIT IN ASSOCIATION WITH AN ANNUAL BOAT SHOW EVENT WITHIN BISCAYNE BAY AT 1 HERALD PLAZA, 1635 NORTH BAYSHORE DRIVE, AND 1737 NORTH BAYSHORE DRIVE, MIAMI, MIAMI-DADE COUNTY, FLORIDA

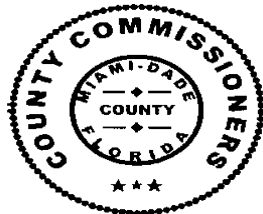
**WHEREAS**, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that this Board having considered all the applicable factors contained within section 24-48.3 of the Code of Miami-Dade County, hereby approves the modification by Yachting Promotions, Inc. for the 2023 boat show event, the addition of a water taxi stop, and the request for sea trials for 2023 event and remainder of the 10 year permit in association with an annual boat show event within Biscayne Bay at 1 Herald Plaza, 1635 North Bayshore Drive, and 1737 North Bayshore Drive, Miami, Miami-Dade County, Florida, subject to conditions, as set forth in the memorandum from the Miami-Dade County Department of Regulatory and Economic Resources. If in any year there is a manatee death caused by a sea trial, the annual renewal decision for future years will return to this Board for adjudication. The issuance of this approval does not relieve the applicant from obtaining all applicable Federal, State, and local permits.

The foregoing resolution was offered by Commissioner **Eileen Higgins**,  
who moved its adoption. The motion was seconded by Commissioner **Sally A. Heyman**  
and upon being put to a vote, the vote was as follows:

Jose "Pepe" Diaz, Chairman	<b>aye</b>		
Oliver G. Gilbert, III, Vice-Chairman	<b>absent</b>		
Sen. René García	<b>aye</b>	Keon Hardemon	<b>aye</b>
Sally A. Heyman	<b>aye</b>	Danielle Cohen Higgins	<b>absent</b>
Eileen Higgins	<b>aye</b>	Kionne L. McGhee	<b>absent</b>
Jean Monestime	<b>aye</b>	Raquel A. Regalado	<b>aye</b>
Rebeca Sosa	<b>absent</b>	Sen. Javier D. Souto	<b>aye</b>

The Chairperson thereupon declared this resolution duly passed and adopted this 1<sup>st</sup> day of November, 2022. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.



MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: **Basia Pruna**  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.

Christopher J. Wahl  
Abbie Schwaderer-Raurell