



ADDENDUM #2
ITB# 2023-003
PROJECT: VOGEL PARK MARINE FACILITY

DATE: 07/28/2023

A. The purpose of this addendum is to provide additional technical documentation for the project:

- **Exhibit I – DERM Permit# CLI-2022-0183**

This Addendum to the proposal is issued to provide additional information and clarification to the original proposal and is hereby declared a part of the original proposal and documents. In case of conflict, this Addendum shall govern.

All other terms and conditions of this ITB remain unchanged.

This Addendum shall be considered an integral part of the ITB and Contract Documents and this Addendum must be signed and returned with your submittal **by 2:00 p.m. on August 29, 2023**, and acknowledged on Form 8.2, Designated in Section 8. Failure to comply may result in disqualification of your bid submittal.

Angela C. Atkinson

Angela Atkinson
Chief Financial Officer

Acknowledgement is hereby made of Addendum#2 to ITB#2023-003: VOGEL PARK MARINE FACILITY.

Authorized Signature

Firm

Printed, Title

Date

Email Address

EXHIBIT I



Department of Regulatory and Economic Resources

Coastal Resources Section

701 NW 1st Court, Suite 400

Miami, FL 33136-3912

305-372-6575

Class I Construction Permit

Permit Number: CLI-2022-0183
DERM Project Manager: Lindsay Elam

Issue Date: 7/25/2023 **AD**
Work Expiration Date: 7/25/2025 **RA**

Permittee

City of North Bay Village
c/o Marlon Lobban, Public Works Director
1666 Kennedy Causeway, Suite 300
North Bay Village, Florida 33141
Phone No. (305) 756-7171 Ext. 66

Contractor

See Specific Condition Number 1.

Bond

Performance Bond: N/A
Mitigation Bond: N/A
BBEETF Contribution: \$180.00

Engineer

Tim Blankenship, P.E. #55910

Rene I. Basulto, P.E. #40869

THE ABOVE NAMED PERMITTEE IS HEREBY AUTHORIZED TO PERFORM THE WORK SHOWN ON THE APPLICATION AND APPROVED DRAWINGS, PLANS, AND OTHER DOCUMENTS ATTACHED HERETO OR ON FILE WITH THE DEPARTMENT AND MADE PART HEREOF, SUBJECT TO THE ATTACHED GENERAL AND SPECIFIC CONDITIONS.

Plans Entitled: PROJECT:
VOGEL PARK
MARINE FACILITY
PHASE II

Date Signed and Sealed: 2/9/2023, 4/12/2023

Project Location: 7920 West Drive, North Bay Village, Florida 33141

Project Description:

- Installation of a 296.2 square foot L-shaped concrete dock with grated decking consisting of a 4 foot wide by 34 foot long (136 square foot) access walkway located between 50.9 and 54.9 linear feet from the north property line and a 6 foot wide by 26.7 foot long (160.2 square foot) terminal platform located between 50.9 and 77.6 linear feet from the north property line. The dock will be supported by 7 new concrete pile caps with 2 concrete piles each.
- Installation of a 4 foot wide by 8.4 foot long (33.6 square foot) aluminum gangway located at the seawall cap extending over the access walkway between 50.9 and 54.9

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DURING ALL PHASES OF CONSTRUCTION**

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linear feet from the north property line.

- Installation of 54 linear feet of 3.5 foot high permanent aluminum railing along the north side of the access walkway with the exception of the area of the kayak launch and along the south side of the access walkway extending from the wetface of the seawall cap to 20 feet waterward.
- Installation of a 5.3 foot wide by 6 foot long 350 pound capacity elevator kayak launch located 10 and 16 feet waterward of the wetface of the seawall cap on the north side of the access walkway between 45.6 and 50.9 linear feet from the north property line. The kayak launch will be supported by the dock.
- Installation of a 13 foot wide by 14 foot long 16,000 pound capacity 4-post cradle boatlift located on the landward side of the terminal platform between 61 and 75 linear feet from the north property line. The lift will be supported by 4 new wood piles.
- Installation of a wood mooring pile located 34.5 feet waterward of the wetface of the existing seawall cap at 89.9 linear feet from the north property line.
- Installation of a 7 foot long by a maximum of 6 foot high security gate located on the access walkway 20 feet waterward of the wetface of the existing seawall cap between 49.4 and 56.4 linear feet from the north property line.

Attachment A: Restrictive Covenant Running with the Land in Favor of Miami-Dade County

Attachment B: Mooring Prohibited Area (MPA)

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Specific Conditions

1. The name, address, telephone number, and license number of the contractor who will be performing the work must be submitted a minimum of 14 days prior to the commencement of work. Work authorized by this permit shall not commence until written acceptance of the contractor by DERM has been issued.
2. The Restrictive Covenant Running with the Land in Favor of Miami-Dade County (**Attachment A**) shall be subject to enforcement by Miami-Dade County. In the event that the provisions of the Covenant are not complied with by the undersigned or their heirs, successors, grantees and assigns, an action at law or in equity may be commenced by the Director of Miami-Dade County Department of Environmental Resources Management on behalf of Miami-Dade County against any person violating, causing, permitting, allowing or suffering the violations of said Covenant.
3. This Covenant shall run with the land and shall be recorded in the Public Records of Miami-Dade County, Florida, and shall remain in full force and effect and be binding upon the undersigned, and their heirs, successors, grantees and assigns until such time as the same is modified or released in writing by Miami-Dade County.
4. The existing submerged debris (e.g. chair located at 21 linear feet from the south property line, and metal located at 21, 67, and 102 linear feet from the south property line) must be removed and properly stored or disposed of in accordance with all Federal, State, and local regulations upon issuance of this permit and prior to the commencement of work.
5. **The kayak launch is solely for the launching and retrieval of non-motorized shallow draft vessels. Use of the ramp and floating dock for motorized vessels is prohibited. The permittee shall install DERM approved proper signage within 30 days of the completion of construction, and prior to the use of the structure. Signage is required to be maintained for the life of the structure. Failure to comply with this specific condition will be subject to enforcement by DERM.**
6. Due to shallow water depths, installation of permanent railing measuring a minimum of 3 feet high along the north side of the access walkway with the exception of the area of the kayak launch and along the south side of the access walkway extending from the wetface of the seawall cap to 20 feet waterward to prevent the mooring of vessels is required.
7. Only one law enforcement vessel will be moored on-site at all times.
8. No decking shall be installed on the boatlift and the kayak launch.
9. Since the Florida manatee occurs in the waters at and adjacent to the property, the permittee and contractor shall take measures to protect manatees during and after construction. Failure to comply with any of the below-listed measures may result in enforcement action by the Department. These measures shall include the following:
 - a) All personnel associated with the project shall be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act, the Endangered Species Act, and the Florida Manatee Sanctuary Act.
 - b) Temporary signs concerning manatees shall be posted prior to and during all in-water project activities. All signs are to be removed by the permittee upon completion of the project. Temporary signs that have already been approved for this use by the Florida Fish and Wildlife Conservation Commission (FWC) must be used (see MyFWC.com/manatee). One sign which reads *Caution: Boaters* must be posted. A second sign measuring at least 8 1/2" by 11" explaining the requirements for "Idle Speed/No Wake" and the shut down of in-water operations must be posted in a location prominently visible to all personnel engaged in water-related

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activities. Questions concerning these signs can be sent to ImperiledSpecies@myFWC.com.

- c) Siltation or turbidity barriers shall be made of material in which manatees cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement.
 - d) All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while in the immediate area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.
 - e) All on-site project personnel are responsible for observing water-related activities for the presence of manatee(s). All in-water operations, including vessels, must be shutdown if a manatee(s) comes within 50 feet of the operation. Activities will not resume until the manatee(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the manatee(s) has not reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.
 - f) Any collision with or injury to a manatee shall be reported immediately to the FWC Hotline at 1-888-404-3922. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service in Jacksonville (1-904-731-3336) for north Florida or Vero Beach (1-772-562-3909) for south Florida, and to FWC at ImperiledSpecies@myFWC.com.
 - g) The contractor shall maintain a log detailing sightings, collisions, or injuries to manatees should they occur during the contract period. Following project completion, a report summarizing the above incidents and sightings shall be submitted to the Florida Fish and Wildlife Conservation Commission, Fish and Wildlife Research Institute, 620 S. Meridian St., Tallahassee, Florida 32399-1600; to the U.S. Fish & Wildlife Service, 3100 University Blvd., Jacksonville, Florida 32216, and to DERM within 60 days of project completion.
10. Due to shallow water depths, vessels shall be restricted from mooring in areas designated as a "**Mooring Prohibited Area**" (**Attachment B**). Failure to comply with this specific condition may be subject to enforcement by DERM.
 11. The installation of fenders, davits, mooring whips, cleats, or any hardware to facilitate the mooring of vessels within the Mooring Prohibited Area is prohibited. Failure to comply with this specific condition may be subject to enforcement by DERM.
 12. In order to mitigate for the recreation of 2 boat slips, 2 cubic yard of riprap (approximately 3 tons) is required. Since the required mitigation is less than 10 cubic yards and will provide minimal habitat value, DERM has agreed to accept a contribution to the Biscayne Bay Environmental Enhancement Trust Fund for the creation or enhancement of marine habitat located within Biscayne Bay. A contribution in the amount of \$180.00 was made prior to permit issuance.
 13. Please be advised that the federal government may have designated all or part of the subject property as critical habitat for one or more endangered species. You are not authorized to commence any work or activities pursuant to this permit until you obtain any and all approvals or permits, if necessary, from the federal government pursuant to the Endangered Species Act and from the State of Florida pursuant to Florida law on endangered species. Please be advised that, even after work commences, if Miami-Dade County is advised by the federal government, the State of Florida, or a court that an activity on the subject property is in violation of the Endangered Species Act, in violation of Florida law on endangered species, or in violation of a permit or approval granted by the federal government pursuant to the Endangered Species Act, such violation may result in an immediate stop work order. You are strongly advised to consult with the United States Fish and Wildlife Service and any other necessary federal or state agencies before conducting any work or activities on the property. The Vero Beach office of the United States Fish and Wildlife Service may be reached at (772) 562-3909. Please be aware that the federal government may require certain actions or protections on the property, and this may result in the need to modify the plans for the property. Therefore, it is recommended that you consult with the United States Fish and Wildlife Service at an early stage in the process. In the event that the United States Fish and Wildlife Service advises that your plans for the subject property may result in a "take" of endangered or threatened species, you are strongly recommended to inform Miami-Dade County in writing at the earliest stage

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possible.

See General Permit Conditions.

General Permit Conditions

1. This permit does not eliminate the necessity to obtain any required federal, state, and local authorizations prior to the start of any activity approved by this permit. This permit is a regulatory approval and does not convey to the permittee or create in the permittee any property right or privilege, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee. In the event that 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, the permittee agrees to either obtain written consent for the offending structure from the affected riparian owner or to remove the interference.
2. This permit shall be kept on-site during all phases of construction.
3. All work shall be performed in accordance with the above referenced plans and in accordance with the attached specific and general permit conditions. If a General Condition(s) conflicts with a Specific Condition(s) in this permit document, the Specific Condition shall be the controlling condition for work authorized by this permit.
4. This permit only authorizes the work described in the Project Description. Any additional work in, on, over or upon tidal waters or coastal wetlands at the property shall require additional Class I approval.
5. Any deviation from the approved plans for this project shall be submitted in writing to DERM prior to the commencement of work, and work may not commence without written acknowledgement of any deviation by DERM. The contractor and the permittee shall take whatever remedial action is necessary to bring the project into compliance with the permit and approved plans upon determination by DERM that the structure is not in compliance with such.
6. DERM shall be notified no later than 48 hours and no earlier than 5 days prior to the commencement of the work authorized by this permit, unless otherwise noted herein. The permittee and/or contractor may notify DERM by calling (305) 372-6575 or by submitting the attached Notice of Commencement of Construction via hand delivery, U.S. Mail, or email at dermcr@miamidade.gov.
7. Prior to performing any work, the contractor shall verify the location of all underground and overhead utility lines and verify that no utilities will be damaged by the work. Contact Sunshine State One-Call of Florida at 1-800-432-4770 or on the web at <http://www.callsunshine.com/corp/before/submitting.html> for locating underground utility lines.
8. The permittee and the contractor are hereby advised that under Florida law, no person shall commence any excavation, filling, construction, or other activity involving the use of sovereign or other lands of the State, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund or the Florida Department of Environmental Protection (FDEP), until such person has received the required authorization for the proposed use from the Board of Trustees or FDEP. If such work is done without consent, or if a person otherwise damages state land or products of state land, the Board of Trustees may levy administrative fines of up to \$10,000 per offense pursuant to the Florida Administrative Code.
9. The permittee and contractor shall obtain all required approvals from all local, state and federal agencies prior to performing the work authorized by this permit.
10. Trimming or alteration of mangroves or work in wetlands other than what is authorized by this permit is prohibited. Work not authorized by this permit or that is not explicitly exempt from permit requirements pursuant to the Mangrove Trimming and Preservation Act (403.9321-9334 F.S.) shall require additional Class I approval.
11. For any work involving mangrove trimming or alteration, if the subject Class I permit is revoked by DERM, or the state statute providing the exemption is modified or eliminated, the permittee shall be required to obtain a new

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permit from DERM prior to mangrove trimming or alteration.

12. All work authorized by this permit shall be performed by the contractor and/or subcontractor holding an applicable certificate of competency and shall be licensed in Miami-Dade County or the State of Florida to perform such work. Any work which is subcontracted shall require that the permittee and contractor (i.e. the contractor who is listed on this permit) notify the project manager at DERM at (305) 372-6575 or by email at dermcr@miamidade.gov a minimum of 72 hours prior to the subcontractor performing any work. Notification shall include the name of the subcontractor performing the work, the subcontractor's Miami-Dade County license number or state general contractor license number, and scope of work. Failure to comply with this condition is a violation of the Class I permit and may result in enforcement action DERM.
13. The contractor shall not store or place, even on a temporary basis, construction or demolition debris in tidal waters or wetlands and shall take all necessary precautions to prevent construction or demolition debris from falling into the water or adjacent wetlands. Any debris that falls into the water and/or adjacent wetlands shall be removed immediately. Construction and demolition debris shall be disposed of in accordance with all federal, state and local regulations.
14. Turbidity controls (including but not limited to turbidity curtains) shall be implemented whenever visible plumes are present to ensure compliance with the water quality standards stipulated in Section 24-42(3) of the Code of Miami-Dade County. Turbidity controls shall be employed and maintained around the location where work is actively occurring in the most effective manner possible to prevent turbidity from extending beyond the control mechanism in place.
15. Turbidity may not exceed 0 Nephelometric Turbidity Units (NTU) within the Aquatic Preserve or 29 NTU outside of the Aquatic Preserve, above background beyond the turbidity control device or 50 feet from any point of discharge. Turbidity levels shall be monitored. If the turbidity levels exceed the above standards, all construction shall stop and additional turbidity controls shall be implemented. Work shall not resume until the contractor has implemented adequate turbidity control methods and has received authorization from DERM to recommence work. At DERM's discretion, turbidity samples may be required to be collected in accordance with Section 24-44.2(3) of the Code of Miami-Dade County.
16. Environmental controls and best management practices shall be implemented to prevent any materials related to construction from entering the surrounding water. Any material removed as well as material applied to accomplish repairs must be contained so as to prevent fugitive particulates and/or discharge to surface waters. Any materials which fall into the water shall be removed immediately. The contractor shall ensure that no material is placed in the water either temporarily or permanently.
17. If any work or activity associated with this project is to take place in navigable waters, the contractor shall instruct all personnel associated with the project of the potential presence of manatees and the need to avoid collision with manatees. All vessels associated with the project must operate at "Idle Speed/No Wake" at all times while in water where the draft of the vessel provides less than a 4 foot clearance from the bottom. Additionally, all vessels will follow routes of deep water whenever possible. All in-water construction activities shall cease upon the sighting of a manatee(s) within 50 feet of the project area and will not resume until the manatee(s) has departed the project area. Any collision with and/or injury to a manatee shall be reported immediately to the "Manatee Hotline" (1-888-404-FWCC), the U.S. Fish and Wildlife Service, Jacksonville Field Office (904) 791-2580, and DERM (305) 372-6864.
18. The contractor shall ensure that all vessels associated with the construction shall operate within waters of sufficient depth so as to preclude bottom scouring or prop dredging and shall maintain a minimum of 1 foot of water between the vessel bottom and submerged aquatic resources.
19. The contractor shall ensure that there are no impacts to seagrass, hard corals, or soft corals as a result of construction operations, such as, but not limited to, propeller scouring; and vessel or barge anchoring, grounding or spudding. The marine contractor and permittee shall be held jointly liable for any of these unauthorized impacts. For any impacts caused by the construction operation, DERM shall require, at a minimum, restoration and mitigation.

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20. For the purposes of this permit, "vessel" is herein defined as any craft designed to float or navigate on water, including but not limited to: sailboats, powerboats, rowboats, boats, ships, skiffs, houseboats, personal watercraft and inflatable boats.
21. Pursuant to Section 24-48.10 of the Code of Miami-Dade County the work or structures authorized under this permit shall be privately maintained by the permittee, his successors and assigns. Whenever, in the opinion of the Director of the DERM, said work or structures are not maintained in such a manner so as to prevent deterioration to the extent that they become a hazard to the public or to navigation, or create an obstruction of flow, or prevent access for drainage maintenance purposes, or may damage adjacent property, then the owner is required to perform any necessary remedial work.
22. Unless otherwise authorized in this permit and pursuant to Sections 24-48.23 and 24-48.24 of the Code of Miami-Dade County, the installation or construction of non-water-dependent floating or fixed structures (e.g. covered structures, canopies, helicopter pads, commercial signs, etc.) is prohibited in, on, over or upon any of the tidal waters of Miami-Dade County and constitutes a violation of this permit. Failure to comply with this condition may subject the permittee to enforcement action without further warning.
23. A DERM Class II permit is required for the construction, installation, and/or alteration of any outfall or overflow system in, on, under or upon any water body of Miami-Dade County. In addition, a DERM Class V permit is required for any dewatering of groundwater, surface waters or water, which has entered into an excavation. The contractor shall contact the Water Control Section of DERM at (305) 372-6681 in order to obtain a Class II or Class V permit prior to the construction of any outfall or overflow system and prior to any dewatering activity.
24. The time allotted to complete the work for which this permit has been issued shall be limited to the period stipulated on the permit unless an extension of time is granted pursuant to Section 24-48.9(2) of the Code of Miami-Dade County. Applications for extensions of time shall be submitted to DERM at least 30 days prior to the date of permit expiration; incomplete or untimely applications for extensions of time will be returned to the permittee.
25. An application for Transfer of a Class I permit may be filed with DERM at any time prior to the transfer of property ownership up to 120 days after the date of transfer of fee simple ownership of the property that is the subject of the permit. The Application for Transfer must be signed by both the transferee and transferor. Applications for Transfer shall be filed in the form prescribed by DERM and shall not be processed if the filed Application for Transfer is not fully complete in all respects pursuant to Section 24-48.18, of the Code of Miami-Dade County within 120 days of the date of transfer of property ownership.
26. If the project involves construction, replacement, or repair of a seawall, the new seawall cap shall be a minimum of 6 inches above the final grade of the uplands immediately adjacent, and in order to prevent positive drainage of stormwater into the waterway, all uplands immediately adjacent to the new seawall shall be graded away from the waterway.
27. To further reduce the possibility of injuring or killing a manatee during construction, work within portions of the Biscayne Canal, Little River, and the Coral Gables Waterway shall be performed only between May 1 and November 15.
28. A minimum of 1 foot of clearance shall be maintained at all times between the submerged bottom, and any existing benthic resources, and any vessels moored at the property.
29. Adequate clearance shall be maintained at all times between the submerged bottom, and any existing benthic resources, and any vessels moored at the property, such that there are no impacts to State or County water quality standards, even on a temporary basis, or to benthic resources or the submerged bottom, including but not limited to bottom scouring or prop dredging.
30. If railing is required to be installed pursuant to this permit, it shall be installed within 30 days of completion of the permitted work, and prior to the use of the structure(s) authorized by this permit, including the mooring of vessels.

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31. A performance and/or mitigation bond may be held to ensure compliance with the aforementioned conditions and the completion of any required mitigation. Failure to comply with any of these conditions may result in the revocation by Miami-Dade County of all or a portion of the bond without further notice.
32. Pursuant to Section 24-48.3.(9), the use or installation of unencapsulated polystyrene as defined in Section 24-5 shall be prohibited in connection with any work requiring a Class I permit. Pursuant to Section 24-48.26, for all facilities which are subject to a County marine facilities operating permit pursuant to this chapter, such permit shall require the removal, replacement or repair of any unencapsulated polystyrene where such polystyrene shows evidence of degradation, disintegration, shredding, or other damage, as determined in the discretion of the Director.

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This instrument was prepared by:
Name: Weiss Serota Helfman Cole & Bierman, P.L.
Address: 2800 Ponce De Leon Blvd. Suite 1200
Coral Gables, FL 33134

(Space reserved for Clerk)

**RESTRICTIVE COVENANT RUNNING WITH THE LAND IN FAVOR OF
MIAMI-DADE COUNTY**

The undersigned, the City of North Bay Village, being the present owners of the following real property (hereinafter called "the Property"), lying, being and situated in Miami-Dade County, Florida, to wit:

Lot 20 and 22, HARBOR ISLAND, according to the Plat thereof as recorded in Plat Book 44, Page 72, of the Public Records of Miami-Dade County, Florida; together with that certain one (1) foot strip lying contiguous to and adjoining the westerly boundary lines of the aforesaid Lots 20 and 22 and extending into Biscayne Bay; and together with any and all littoral and riparian rights appurtenant and appertaining to the aforesaid Lots 20 and 22 and the aforesaid one (1) foot strip.

Folio No.: 23-3209-001-0220

pursuant to Section 24-48.2(1)(B)(2)(b) of the Code of Miami-Dade County, Florida, hereby proffer this executed Restrictive Covenant Running with the Land in Favor of Miami-Dade County, Florida as part of the Miami-Dade County Department of Regulatory and Economic Resources Division of Environmental Resources Management (DERM) Class I Permit Application Number CLI-2022-0183:

1. For the purposes of this Restrictive Covenant, "vessel" is herein defined as any water craft designed to float or navigate on water, including, but not limited to: sailboats, powerboats, rowboats, ships, boats, skiffs, houseboats, and inflatable boats.
2. For the purposes of this Restrictive Covenant, a "sailboat" is herein defined as any vessel with a displacement type hull designed to be propelled primarily by wind and if equipped with an auxiliary motor the vessel shall have only a single propeller. For the purposes of this Restrictive Covenant, a "powerboat" is herein defined as any vessel that is not a sailboat, provided it is equipped to be propelled with an engine.
3. For the purposes of this Restrictive Covenant, "docking facility" is herein defined as a place where vessels may be moored or secured to a fixed or floating structure or to the shoreline and includes a place where vessels may be stored on the uplands at the Property if a means of placing or launching vessels into the water exists at the Property.
4. For the purposes of this Restrictive Covenant, "auxiliary vessel" is herein defined as any watercraft which is associated, by ownership, design and common usage, with a primary

vessel at all times and which is affixed to, carried by, and stored on the primary vessel including, but not limited to, runabouts, tenders, and personal watercraft. Auxiliary vessel may not be launched to, retrieved from, stored in, or utilized within tidal waters at the Property, even on a temporary basis.

5. For the purposes of this Restrictive Covenant, "commercial vessel" is herein defined as any vessel engaged in any activity wherein a consideration is paid by the user either directly or indirectly to the owner, operator, or custodian of the vessel; or any vessel engaged in the taking of saltwater fish or saltwater products for sale either to the consumer, retail dealer or wholesale dealer, pursuant to Section 24-5 of the Code of Miami-Dade County.
6. The Owner agrees and covenants that the maximum number of powerboats which shall be moored, secured, or stored at the docking facility, expanded docking facility or future docking facility located at or adjacent to the Property at any one time is one (1) powerboat. This provision shall not apply to any rowboat, skiff or inflatable boat with an engine having a capacity of five (5) horsepower or less. This provision also shall not apply to any auxiliary vessel.
7. The Owner agrees and covenants that commercial powerboats are prohibited at the Property and that one (1) powerboat allowed at the property must be utilized solely for the use of law enforcement. Any powerboat which does not comply with the above shall not be allowed at the property.
8. The Owner agrees and covenants that transitory mooring (a brief period of time, generally less than one day, by various vessels) is not authorized at the docking facility, expanded docking facility or future docking facility located at or adjacent to the Property.
9. The Owner acknowledges and agrees that approval of this Restrictive Covenant neither authorizes nor constitutes a permit of any kind for the construction of a seawall or any docking facilities at the Property or adjacent to the Property.
10. The Owner covenants and represents that any and all persons holding a security interest of any kind whatsoever in the Property has been advised of, and has agreed to, the execution of this Restrictive Covenant.
11. The Owner shall notify Miami-Dade County in writing not later than thirty (30) days after any conveyance, sale, grant or transfer of the Property or any portion thereof, to any heirs, successors, assigns or grantees.
12. The term Owner shall include the owners, and their heirs, successors and assigns.
13. This Restrictive Covenant shall run with the land and shall be recorded in the Public Records of Miami-Dade County, Florida and shall remain in full force and effect and be binding upon the undersigned, and their heirs, successors, grantees and assigns, until such time as same is modified or released in writing by Miami-Dade County, pursuant to the provisions of Section 24-48.2 of the Code of Miami-Dade County.
14. The Restrictive Covenant and the provisions contained herein may be enforced against any person permitting, allowing, letting, causing or suffering any violation of the terms of this Restrictive Covenant by DERM, or its successor, by temporary, permanent, prohibitory, and

mandatory injunctive relief as well as otherwise provided by law or ordinance and also may include an action for and to recover civil penalties, damages, costs and expenses, and attorney's fees in favor of Miami-Dade County against said person(s) as authorized by law or ordinance. All of the remedies provided herein shall be deemed to be independent and cumulative and shall be deemed to be supplemental to any remedies provided by law or ordinance.

15. No cancellation, revision, alteration or amendment of the Restrictive Covenant shall be effective without prior written approval from Miami-Dade County pursuant to the provisions of Section 24-48.2 of the Code of Miami-Dade County.

16. This Restrictive Covenant is to run with the land and shall be binding on all parties and all persons claiming under it for a period of thirty (30) years after the date this Restrictive Covenant is recorded, after which time it shall be extended automatically for successive periods of ten (10) years each, unless the Restrictive Covenant is modified or released by Miami-Dade County.

IN WITNESS WHEREOF, the undersigned have caused this Restrictive Covenant to be executed this 24 day of May, 2023.

WITNESSES:

Sign [Signature]
Print Alba L. Chang
Address 1666 Kennedy Causeway, #300, North Bay Village, FL 33141
Title Village Clerk

PROPERTY OWNER: City of North Bay Village

Sign [Signature]
Print Ralph Rosado
Address 1666 Kennedy Causeway, #300, North Bay Village, FL 33141
Title Village Manager

STATE OF FLORIDA, COUNTY OF MIAMI-DADE

May 24, 2023

(Date)

Ralph Rosado

(Insert name)

State of Florida

County of Miami-Dade

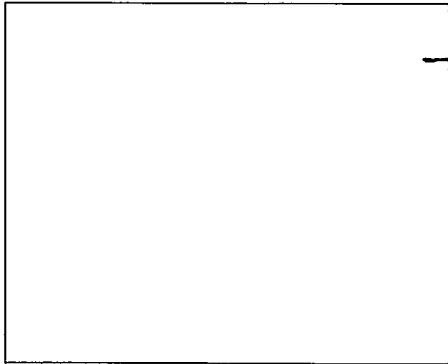
Sworn to (or affirmed) and subscribed before me by means of (how the individual appeared check one):

physical presence online notarization this 24 day of May, 2023.
(date) (month) (year)

by Ralph Rosado

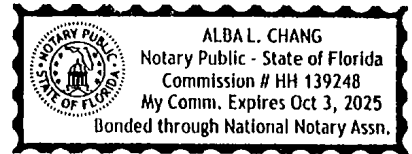
Individual identified by: personal knowledge satisfactory evidence _____

(type)



[Handwritten Signature]

(Signature of Notary Public)



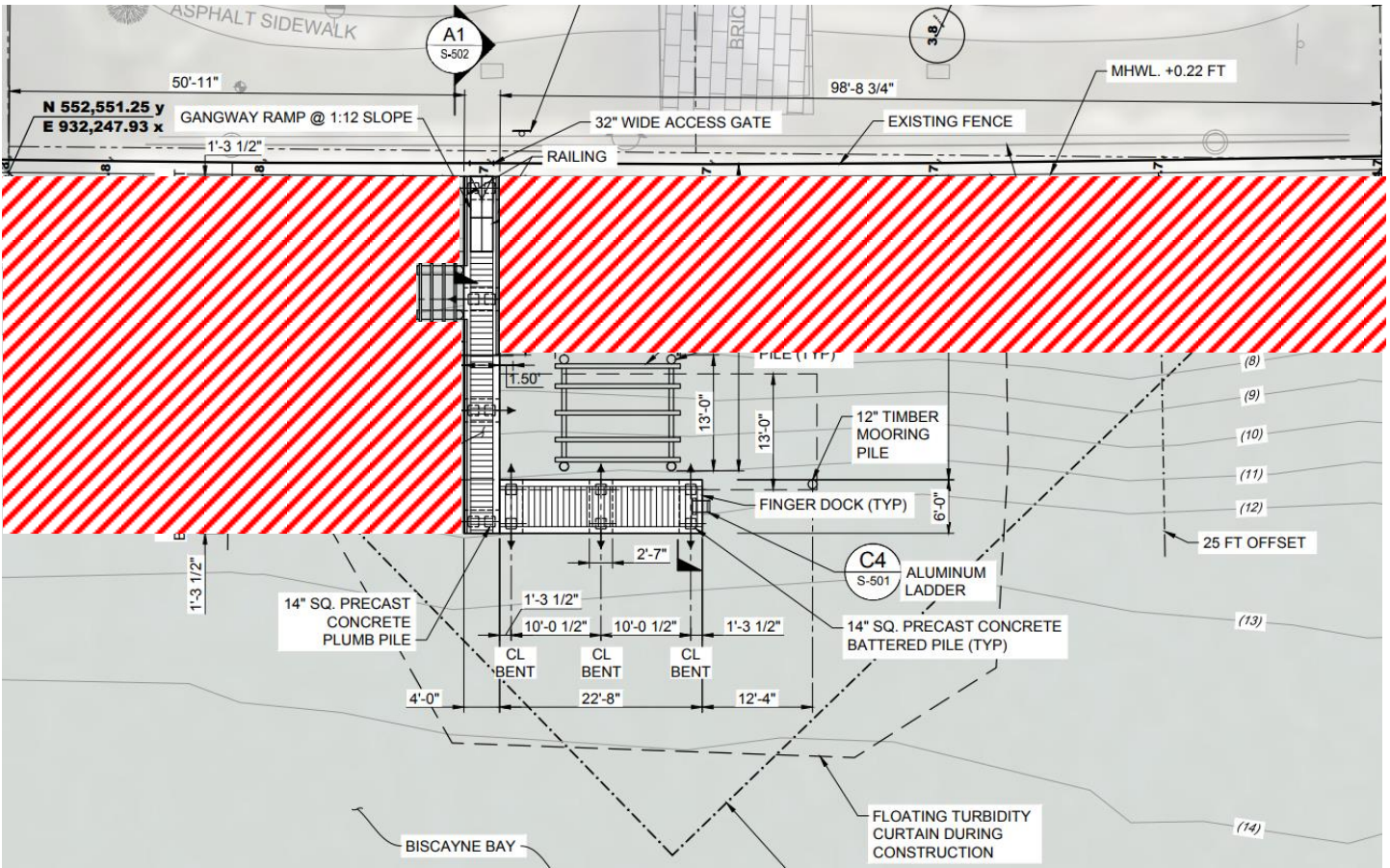
(typed, printed, or stamped name of Notary Public)

(Affix Florida Notary Seal above)

EXHIBIT I

Attachment B: Mooring Prohibited Area (MPA)

MPA =



**THIS PERMIT AND PLANS SHALL BE KEPT ON SITE
DURING ALL PHASES OF CONSTRUCTION**