

**ACTION BY WRITTEN CONSENT
OF THE SOLE DIRECTOR OF
TRG 500 EAST LAS OLAS, INC.
IN LIEU OF A SPECIAL MEETING AS OF
NOVEMBER 1, 2014**

Pursuant to authority contained in the Florida Statutes, the undersigned, being the sole Director of TRG 500 East Las Olas, Inc., a Florida corporation, (the "Corporation"), as a General Partner of Las Olas Yacht Club Associates, Ltd., which is a Member and the Manager of Loyca Holdings, LLC ("Loyca Holdings"), which is the sole Member of Loyca Property Owner, LLC ("Loyca Owner", and together with Loyca Holdings, "Icon Las Olas"), does hereby agree that upon execution of this Written Consent, the resolutions set forth below shall be deemed to have been adopted to the same extent and to have the same force and effect as though adopted at a meeting called and held for the purpose of acting upon proposals to adopt such resolutions:


NOW, THEREFORE, BE IT:

RESOLVED, that the undersigned does hereby appoint PATRICK CAMPBELL to be a "Vice President" of the Corporation, with the authority specifically granted by these resolutions, to serve in such capacity until his death or resignation, or removal by the undersigned (or his successor(s) in office, and which removal may be made with or without cause and without the requirement of any prior notice), whichever of such events is the earliest to occur.

RESOLVED, that while PATRICK CAMPBELL is an officer of the Corporation, he shall have the authority to act on behalf of the Corporation as an authorized representative of the Corporation to facilitate the real estate development objectives of Icon Las Olas, and shall have the right, power, and authority, on behalf of the Corporation, to act, sign, and deliver contracts and purchase agreements for goods or services, necessary and appropriate applications and certifications with vendors and city, county, state and federal governments and regulatory agencies concerning the real estate development process of Icon Las Olas, and agreements and documents related to the business of Icon Las Olas generally (and any amendments, supplements and other addenda thereto).

RESOLVED, that any and all actions heretofore or hereafter taken by any officer or director of the Corporation in connection with the preceding resolutions are hereby approved, ratified, and confirmed in all respects as the acts of the Corporation.

IN WITNESS WHEREOF, the undersigned, being the sole Director of the Corporation, has executed the foregoing Action by Written Consent of the Sole Director of the Corporation for the purposes set forth therein effective as of the date first written above.


Jorge M. Perez, Sole Director



CITY OF
FORT LAUDERDALE

City Manager's Office

Memorandum

Memorandum No: 15-055

Date: March 18, 2015

To: Honorable Mayor and Commissioners

From: Lee R. Feldman, ICMA-CM, City Manager

Re: Outdoor Event Applications

The City of Fort Lauderdale strives to celebrate our community through special events. Currently there are over 200 outdoor events held annually in the City. While these events are community building, provide entertainment, wellness and draw visitors to our City, they can also, at times, have an impact on the surrounding neighborhoods due to the noise and/or traffic congestion.

In order to promote a better quality of life for our neighbors, we will begin to recommend approval of outdoor event applications with the following time restrictions:

Sunday – Thursday – Music shall not be allowed after 9:00 p.m.

Friday and Saturday – Music shall not be allowed after 10:00 p.m.

These restrictions will not pertain to the Entertainment Districts in the City. They will be allowed to submit Outdoor Event Applications along with associated music entertainment up to 11:00 p.m.

Likewise, in response to recent concerns, all outdoor events that block streets anywhere on the Barrier Island must have all streets open no later than 10:00 a.m.

Since summer is a slow time of year for special events and to provide staff ample time to transition and inform past promoters of the new policy, implementation will begin October 1, 2015. This will also be posted on our website.

C: Stanley D. Hawthorne, Assistant City Manager
Susanne M. Torriente, Assistant City Manager
Cynthia A. Everett, City Attorney
Jonda K. Joseph, City Clerk
John C. Herbst, City Auditor
Department Directors
CMO Managers

Delaware.gov

Governor | General Assembly | Courts | Elected Officials | State Agencies

Department of State: Division of Corporations

Allowable Characters

HOME[About Agency](#)
[Secretary's Letter](#)
[Newsroom](#)
[Frequent Questions](#)
[Related Links](#)
[Contact Us](#)
[Office Location](#)**SERVICES**[Pay Taxes](#)
[File UCC's](#)
[Delaware Laws Online](#)
[Name Reservation](#)
[Entity Search](#)
[Status](#)
[Validate Certificate](#)
[Customer Service Survey](#)**INFORMATION**[Corporate Forms](#)
[Corporate Fees](#)
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[GetCorporate Status](#)
[Submitting a Request](#)
[How to Form a New Business Entity](#)
[Certifications, Apostilles & Authentication of Documents](#)[View Search Results](#)**Entity Details****THIS IS NOT A STATEMENT OF GOOD STANDING**

File Number: 5617014 **Incorporation Date /** 10/7/2014
Formation Date: (mm/dd/yyyy)

Entity Name: LOYCA HOLDINGS, LLC

Entity Kind: Limited Liability Company **Entity Type:** General

Residency: Domestic **State:** DELAWARE

REGISTERED AGENT INFORMATION

Name: CORPORATE CREATIONS NETWORK INC.
Address: 3411 SILVERSIDE ROAD TATNALL BUILDING STE 104
City: WILMINGTON **County:** New Castle
State: DE **Postal Code:** 19810
Phone:

Additional Information is available for a fee. You can retrieve Status for a fee of \$10.00 or more detailed information including current franchise tax assessment, current filing history and more for a fee of \$20.00.

Would you like ☐ Status ☐ Status, Tax & History Information

For help on a particular field click on the Field Tag to take you to the help area.

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Detail by Entity Name

Foreign Limited Liability Company
LOYCA PROPERTY OWNER, LLC

Filing Information

Document Number M14000007268
FEI/EIN Number N/A
Date Filed 10/08/2014
State DE
Status ACTIVE

Principal Address

315 S. BISCAYNE BLVD 4TH FLOOR
MIAMI, FL 33131

Mailing Address

315 S. BISCAYNE BLVD 4TH FLOOR
MIAMI, FL 33131

Registered Agent Name & Address

CORPORATE CREATIONS NETWORK, INC.
11380 PROSPERITY FARMS ROAD #221E
PALM BEACH GARDENS, FL 33410

Authorized Person(s) Detail**Name & Address**

Title AMBR

LOYCA HOLDINGS, LLC
315 S. BISCAYNE BLVD 4TH FLOOR
MIAMI, FL 33131

Annual Reports

Report Year	Filed Date
2015	03/18/2015
2016	04/28/2016
2017	04/23/2017

Document Images

04/23/2017 -- ANNUAL REPORT	View image in PDF format
04/28/2016 -- ANNUAL REPORT	View image in PDF format
03/18/2015 -- ANNUAL REPORT	View image in PDF format
10/08/2014 -- Foreign Limited	View image in PDF format

**CITY OF FORT LAUDERDALE
OUTDOOR EVENT AGREEMENT**

THIS AGREEMENT is made by and between:

CITY OF FORT LAUDERDALE, a municipal corporation of
the State of Florida, referred to hereinafter as "City",

and

LOYCA PROPERTY OWNER, LLC, a Delaware limited liability
company authorized to transact business in Florida, whose
principal place of business is 315 South Biscayne Boulevard, 4th
Floor, Miami, Florida 33131, and who is referred to hereinafter as
"Applicant" or "Sponsor".

WHEREAS, the Applicant wishes to hold an outdoor event and has submitted an application pursuant to the requirements of Section 15-182 of the Code of Ordinances of the City of Fort Lauderdale, Florida; and

WHEREAS, the Applicant is willing to obtain the requisite insurance, and is willing to indemnify and hold harmless the City of Fort Lauderdale for any damage to persons or property that might occur during or as a result of the outdoor event; and

WHEREAS, on December 5, 2017, by Motion, the City Commission of the City of Fort Lauderdale authorized the proper City Officials to execute this Agreement.

NOW, THEREFORE, in consideration of the mutual promises made herein, the parties agree as follows:

The foregoing recitals are true and correct, and:

1. Effective Date.

The Effective Date of this Agreement is the date upon which City Commission approval is granted.

2. Outdoor Event.

The Applicant is permitted to operate or sponsor the "ICON LAS OLAS BOAT PARADE GATHERING" (referred to hereinafter as the "Event") outdoors only at the location(s) and time(s) set forth in the attached Outdoor Event Agreement Schedule One and Site Map (if applicable), which is attached hereto and made a part hereof.

3. General Requirements.

- (1) If the Event includes use of fireworks, in advance of the Event the Applicant shall obtain a fireworks permit from the City's Fire Department. The Applicant shall comply with all applicable state laws regarding the use of fireworks.
- (2) The Applicant shall provide sanitary facilities of the type and in a sufficient number specified by the requirements established by the City's Department of Sustainable Development.
- (3) The Applicant shall coordinate with the City's Department of Sustainable Development who will schedule appropriate City staff to conduct electrical inspections of all electrical facilities whether power is supplied by local utilities or is self-provided by generator systems. The Applicant shall permit the City staff to conduct electrical inspections of all electrical facilities.
- (4) The Applicant shall coordinate with the City's Department of Transportation and Mobility who shall review the event application and determine necessary parking requirements.
- (5) If the Event includes the sale or distribution of any food or beverages, the Applicant shall comply with all applicable State, County and City health code requirements. This shall be evidenced by a permit by the appropriate entity.
- (6) If the Event includes use of tents, awnings, or canopies, in advance of the Event the Applicant shall submit current flameproof certificates to the City's Fire Department. The Applicant shall not hold or sponsor the Event until the Fire Department has provided written approval of the use of any tents, awnings, or canopies.
- (7) The Applicant shall pay for the expense of all city services provided as a result of the Event identified by City staff prior to the Event. In advance of the Event the Applicant shall submit a written plan to the City Police Department that regards crowd control and traffic direction. The Applicant shall not hold or sponsor the Event until the Police Department has provided written approval of the Applicant's plan. The Applicant shall bear the cost of staff necessary to implement the crowd control and traffic direction plan. Police costs shall be exempt from prior notice requirements.

- (8) In advance of the Event the Applicant shall submit a written plan to the City's Fire Department that regards Fire safety and EMS. The Applicant shall not hold or sponsor the Event until the Fire Department has provided written approval of the Applicant's plan. The Applicant shall bear the cost of staff necessary to implement the fire safety and EMS plans. Fire and EMS costs shall be exempt from prior notice requirements.
- (9) Unless the Applicant meets the requirements for exception found in Section 15-184 of the Code of Ordinances of the City of Fort Lauderdale, Florida, in advance of the Event the Applicant shall provide a certificate of insurance satisfactory to the City's Risk Manager. The certificate shall show that the Applicant has obtained comprehensive general liability insurance with a policy limit of not less than one million dollars (\$1,000,000.00) combined single limit coverage, which shall include property damage, bodily injury, and death. The "City of Fort Lauderdale" shall be named as an additional insured. If the Event includes the dispensing, serving, sale, or distribution of any alcoholic beverage, the Applicant shall in addition provide liquor liability insurance with a policy limit of not less than of five hundred thousand dollars (\$500,000.00). The Applicant shall not hold or sponsor the Event until the City's Risk Manager has provided written approval of the Applicant's certificate of insurance or insurance policy.
- (10) The Applicant shall indemnify and hold harmless the city for any damage to person or property that occurs during or as a result of the operation of the Event.
- (11) In advance of the Event the Applicant shall submit a written plan to the City's Parks and Recreation Department that indicates the proposed location of any temporary structure, such as a barricade, fence, tent, concession stand, ticket booth, and grandstand. The written plan shall include information about the planned removal of any temporary structure after the Event. The Applicant shall not hold or sponsor the Event or erect any temporary structure until the City's Parks and Recreation Department has provided written approval of the Applicant's temporary structure plan. The Applicant shall bear the cost necessary to implement the temporary structure plan.

4. Outdoor Event Site.

The City does not warranty that the event site will be available during the approval event period. Further, no such warranty is granted as to the suitability of the event site for the particular event activity. Any and all event sites may be subject to change and/or relocation upon the written direction of the City Manager.

5. Restoration of public property.

If the Event includes use of public property the Applicant shall be responsible for, and shall maintain, all areas of the public property used. Maintenance means the prompt and complete removal of Event-generated trash or debris and the repair or restoration of any public property that was damaged as a result of the Event. Public property means real and personal property that is not privately owned and includes, but is not limited to, any sidewalk or paved surface, any tree, plant, shrub, bench, light fixture, traffic signal, parking meter, trash barrel or sign.

The City shall inspect the Event site location(s) for damage within twenty-four hours of the conclusion of the Event and the City shall provide the Applicant with a written report of any damage found on public property. The report shall state the cost of repair(s) necessary to restore the public property. Within fourteen days of the Applicant's receipt of this report the Applicant shall pay the cost of repair or challenge the City's report by a writing addressed to the Director of the City's Parks and Recreation Department. Resolution of any such challenge shall be made by the City Manager; the Applicant agrees to abide by the City Manager's decision.

6. Reimbursement of expenses.

Should the City incur expenses as a result of the Event, the City shall provide the Applicant with an invoice of expenses. Within fourteen days (14) of the Applicant's receipt of any invoice the Applicant shall pay the invoice or challenge the City's invoice by a writing addressed to the Director of the City's Parks and Recreation Department. Resolution of any such challenge shall be made by the City Manager; the Applicant agrees to abide by the City Manager's decision.

7. Authority of the City of Fort Lauderdale City Manager.

The City of Fort Lauderdale City Manager and his designee, the Director of the City of Fort Lauderdale Parks and Recreation Department (referred to hereinafter as "the Director") shall have the authority to suspend all or any part of the Event when the City Manager or the Director determines that the Event, or its attendees, or its spectators, pose(s) a threat to the public health, safety, or welfare. The City Manager also reserves the right to immediately revoke permission, suspend, modify or terminate the event or any portion upon his written determination or in the event any of the elements of the agreement are violated.

8. Compliance with laws.

- (1) The Applicant shall at all times comply with all federal and state laws or statutes, and with the rules, regulations, and ordinances of City and any other governmental agency having jurisdiction including, but not limited to, those relating to noise, building, zoning, gambling, fire protection, liquor

regulation, and hours of operation. The Applicant shall further take all precautions and use extreme care to conduct its operations in a safe and prudent manner with respect to its agents, employees and visitors to its Event.

- (2) The Applicant shall comply with the applicable sections of the Americans with Disabilities Act of 1990 (42 U.S.C. 126), which prohibits discrimination of handicapped individuals by denying them the right to participate in or benefit from the services provided at the Event. The Applicant understands that it is responsible for compliance with this Act. The Applicant guarantees that individuals with disabilities will be able to attend, enter, and use all the facilities at the Event.
- (3) The Applicant agrees to secure and pay for all licenses and permits required by any governmental agency having jurisdiction, including City. If the Event includes the use of any item that is or that may be protected from infringement, such as but not limited to copyrights, patents and trademarks, the Applicant shall, in advance of the Event, provide City with documentation that shows that the Applicant has obtained the applicable license, permit or permission and that all associated all fees have been paid in full. The provisions of this paragraph apply specifically, but not exclusively, to ASCAP, BMI, SESAC, and any other similar organization that may require written permission and payment of a fee for use of protected material.

9. Limitation of Liability

- (1) The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$100.00. Applicant hereby expresses its willingness to enter into this Agreement with Applicant's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of \$100.00.
- (2) Accordingly, and notwithstanding any other term or condition of this Agreement, Applicant hereby agrees that the City shall not be liable to Applicant for damages in an amount in excess of \$100.00, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Article 768.28, Florida Statutes.

10. Transfer of Rights.

To the extent this Agreement creates rights that vest in the Applicant, the Applicant shall not transfer any rights to any other individual or entity.

11. Venue.


Venue to enforce the provisions of this agreement shall be Broward County, Florida.

12. Incorporation.

This Outdoor Event Agreement, together with the attached Schedule One and Site Map (if applicable), constitute the whole of the Agreement between the parties. The written approvals issued by the various City departments or staff members and the various documents submitted by the Applicant, including the application, are supplemental to this Agreement. In the event of a conflict, the terms of this Agreement control.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the date first above written.

ATTEST:



JEFFREY A. MODARELLI
City Clerk

CITY OF FORT LAUDERDALE,
a Florida municipal corporation.



LEE R. FELDMAN, City Manager

Approved as to form:
CYNTHIA A. EVERETT, City Attorney

By: 

KIMBERLY CUNNINGHAM MOSLEY
Assistant City Attorney

1. The first part of the document is a letter from the President of the United States to the President of the Republic of Costa Rica, dated January 1, 1961.

2. The second part of the document is a letter from the President of the Republic of Costa Rica to the President of the United States, dated January 1, 1961.

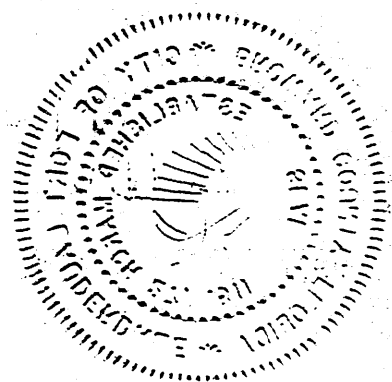
3. The third part of the document is a letter from the President of the United States to the President of the Republic of Costa Rica, dated January 1, 1961.

4. The fourth part of the document is a letter from the President of the Republic of Costa Rica to the President of the United States, dated January 1, 1961.

5. The fifth part of the document is a letter from the President of the United States to the President of the Republic of Costa Rica, dated January 1, 1961.

6. The sixth part of the document is a letter from the President of the Republic of Costa Rica to the President of the United States, dated January 1, 1961.

7. The seventh part of the document is a letter from the President of the United States to the President of the Republic of Costa Rica, dated January 1, 1961.



APPLICANT/SPONSOR

WITNESSES:

Melissa Nelson

Melissa Nelson

Print Name

[Signature]

Miscilla Rivas

Print Name

LOYCA PROPERTY OWNER, LLC, a
Delaware limited liability company
authorized to transact business in
Florida.

By [Signature]

Patrick Campbell Vice President

[Print Name] as Managing Member

STATE OF FLORIDA:

COUNTY OF ~~BROWARD~~
Miami-Dade

The foregoing instrument was acknowledged before me this 28 day of November, 2017, by Patrick Campbell as Managing Member of LOYCA PROPERTY OWNER, LLC, a Delaware limited liability company authorized to transact business in Florida, on behalf of the company. ☒ Who is personally known to me or ☐ has produced _____ as identification.

(NOTARY SEAL)



[Signature]

Notary Public, State of Florida

(Signature of Notary Taking Acknowledgment)

Victoria Delgado

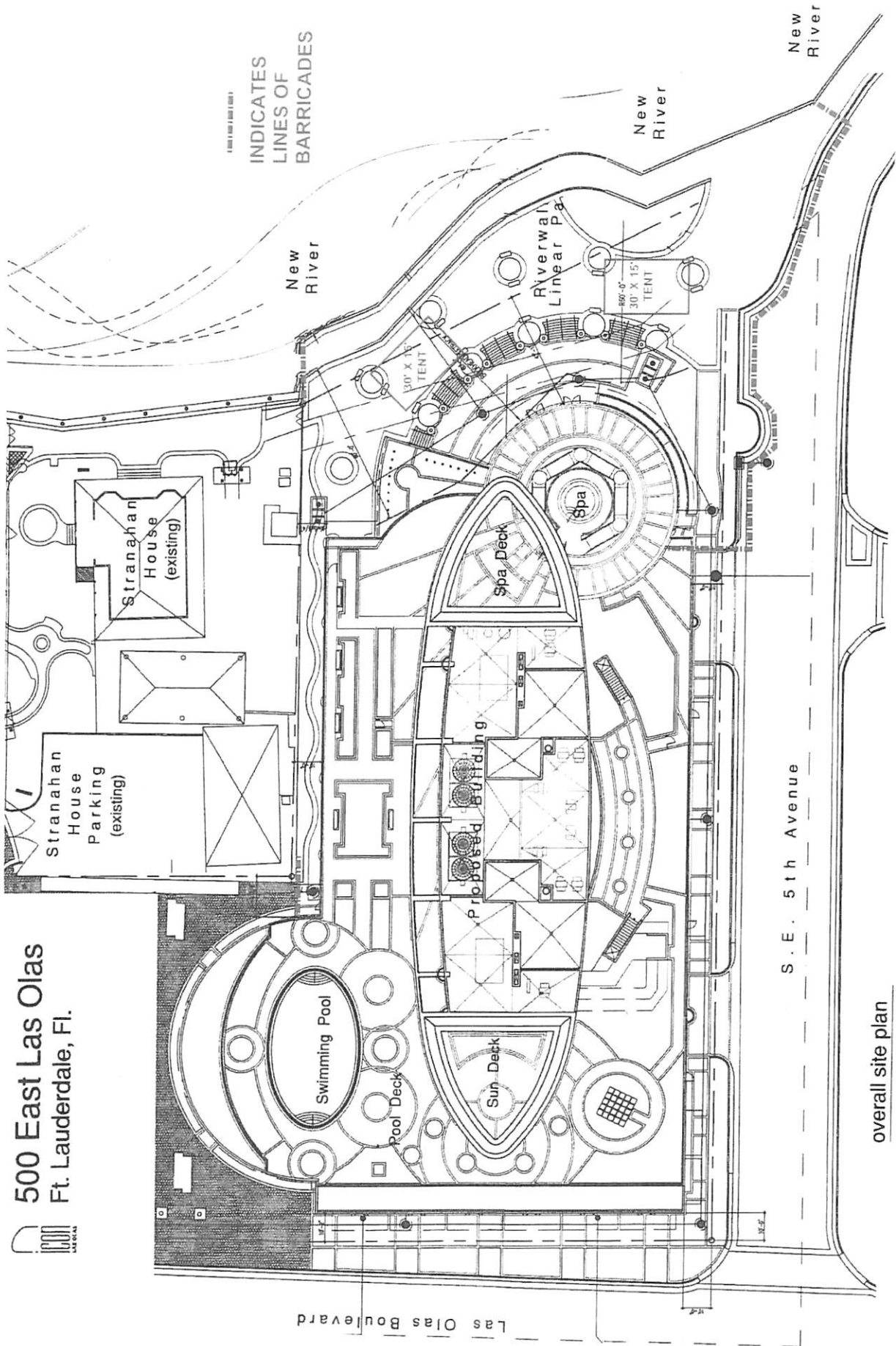
Name of Notary Typed, Printed or Stamped

My Commission Expires: 2-20-18

Commission Number: FF094501



500 East Las Olas
Ft. Lauderdale, Fl.



SCHEDULE ONE

- 1 Name of Applicant: Loyca Property Owner, LLC
- 2 Name of Outdoor Event: Icon Las Olas Boat Parade Gathering
- 3 Date of Setup: Saturday, December 9, 2017
- 4 Time of Setup: 9:00am
- 5 Date of Event: Saturday, December 9, 2017
- 6 Time of Event: 5:30pm- 12:00am
- 7 Date of Breakdown Sunday, December 10, 2017
- 8 Time of Breakdown: 12:00am
- 9 Event Location: Riverwalk from SE 5th Ave to east end of 500 e. Las Olas Blvd.
- 10 Road Closings: No
- 11 Alcohol: No
- 12 Special Permission: Amplified Music/Extended Road Closure- Yes



COMMISSION AGENDA ITEM
AGREEMENT DOCUMENT ROUTING FORM

11/19/17
12/19/17

Today's Date: 12/14/2017

DOCUMENT TITLE: Las Olas Boat Parade Gathering – Loyca Property Owner, LLC – Event Agreement

COMM. MTG. DATE: 11/7/2017 CAM #: 17-1439 ITEM #: M-1 CAM attached: ☒ YES ☐ NO

Routing Origin: CAO Router Name/Ext: A. Sperling/5001 Action Summary attached: ☒ YES ☐ NO

CIP FUNDED: ☐ YES ☒ NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, or real.

1) City Attorney's Office: Documents to be signed/routed? ☒ YES ☐ NO # of originals attached: 1

Is attached Granicus document Final? ☒ YES ☐ NO

Approved as to Form: ☒ YES ☐ NO

Date to CCO: 12-15-17

Kimberly Mosley
Attorney's Name

Initials

2) City Clerk's Office: # of originals: 1 Routed to: Gina Ri/CMO/X5013 Date: 12/15/17

3) City Manager's Office: CMO LOG #: Dec-62 Document received from: 12/15/17

Assigned to: L. FELDMAN ☒ S. HAWTHORNE ☐ C. LAGERBLOOM ☐

☐ APPROVED FOR LEE FELDMAN'S SIGNATURE ☐ N/A FOR L. FELDMAN TO SIGN

PER ACM: S. HAWTHORNE _____ (Initial/Date) C. LAGERBLOOM _____
(Initial/Date) ☐ PENDING APPROVAL (See comments below)

Comments/Questions: _____

Forward 1 originals to ☐ Mayor ☒ CCO Date: 12/18/17

4) City Clerk's Office: Retains 1 original and forwards 1 copy to: Carolyn Bean/Parks and Rec/5348

Original Route form to Astrid Sperling

Rev. 5/6/16