

## AGREEMENT

This Agreement (the "Agreement") is entered into upon the Effective Date (as defined below) by and among Broward County, a political subdivision of the State of Florida (the "County"), having an address of Broward County Governmental Center, 115 South Andrews Avenue, Fort Lauderdale, Florida 33301; the City of Dania Beach, Florida, a Florida municipal corporation (the "City"), having an address of 100 West Dania Beach Boulevard, Dania Beach, Florida 33004, and Rolly Marine Service Company, a Florida corporation ("Rolly"), having a principal address of 2551 State Road 84, Fort Lauderdale, Florida 33312; all parties being located in Broward County, Florida.

## RECITALS

A. Broward County has certain right, title and interest in and to the real property located in Broward County, Florida, and more particularly described in Exhibit "A" attached to and made a part of this Agreement (the "County Property"). The County Property is a strip of land comprised of approximately Sixteen Thousand Eight Hundred Fifty-Seven (16,857) square feet that is located within and along the eastern boundary of Secret Woods Park, a County park (the "Park"), which Park is located within the City's corporate limits. The vast majority of the County Property has, since 1973, as a result of a surveyor's error, been developed and used by Rolly in connection with its business operations. Because the County Property has not been used by the public, and is substantially paved over and built upon, the County Commission believes the property is not needed for County purposes, and that it is in the best interest of the County to enter into a three-party transaction on the terms and conditions outlined below.

B. Rolly is the fee owner of certain real property located in Broward County, Florida, and more particularly described in Exhibit "B" attached to and made a part of this Agreement (the "Rolly Property"). The Rolly Property is vacant land comprised of approximately Fifty-Four Thousand One Hundred Twelve (54,112) square feet adjacent to the Pine Island Ridge Nature Area.

C. The City desires to acquire the County Property for purposes consistent with protection of the Park. The City has determined that such acquisition serves important public interests.

D. The County desires to acquire the Rolly Property to be used for "Park Purposes," as that term is defined in Section 8.13 of the Broward County Charter. The County is willing to convey the County Property to the City in return for conveyance of the Rolly Property from Rolly to the County, on the terms and conditions outlined below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Recitals. The foregoing recitals are true and correct, and they are incorporated in this Agreement by reference.
2. Effective Date. The Effective Date of this Agreement is the date upon which it has been fully executed by Rolly, the City and the County.

3. Parties' Actions after Effective Date. After the Effective Date, Rolly shall take no action that would encumber title to, result in a lien being placed upon, or take any action to damage, possess, or occupy (or permit anyone else to damage, possess, or occupy) the Rolly Property. After the Effective Date, the County shall take no action that would encumber title to, or result in a lien being placed upon, the County Property. The obligations under this paragraph shall cease upon any termination of this Agreement.

4. Due Diligence by Rolly. Rolly acknowledges that any conveyance to it of the County Property will be subject to all covenants, conditions, restrictions (including zoning and land use restrictions), and other encumbrances of record or that would be revealed by a title examination or survey of the County Property. Within thirty (30) days after the Effective Date, Rolly shall investigate, at its own cost and expense, the condition of title to the County Property, and the physical condition of the County Property, to determine whether both are satisfactory to Rolly. If Rolly determines that the condition of title, the physical condition, or both are unsatisfactory, Rolly may terminate this Agreement by sending notice of termination to the County within such thirty (30) day period. If Rolly fails to terminate the Agreement within such period, Rolly shall be deemed to have determined that the County Property is satisfactory to Rolly. This thirty (30) day period from the Effective Date shall be referred to as the "Rolly Due Diligence Period."

5. Delivery of Documents by Rolly to the County and Due Diligence by the County. Within thirty (30) days after the end of the Rolly Due Diligence Period, if Rolly has not terminated the Agreement within the Rolly Due Diligence Period, Rolly shall procure and deliver to the County, at Rolly's sole cost and expense, the title insurance commitment, survey, and environmental assessment outlined immediately below. Rolly shall not be entitled to reimbursement of any expenses it incurs under this Agreement, whether or not the Agreement is terminated by any party pursuant to the terms of the Agreement.

a. Title Insurance Commitment – Rolly Property. Rolly shall deliver to the County a title insurance commitment pursuant to which the title insurer agrees to issue to the County, upon recordation of the Rolly Deed described below, an owner's title insurance policy in the amount of \$250,000.00, insuring the marketability of the title to the Rolly Property, subject only to liens and other encumbrances of record. The subsequently-issued owner's title insurance policy shall be paid for in full by Rolly.

b. Surveys. Rolly shall deliver to the County current surveys (certified to the County no earlier than thirty (30) days prior to the Effective Date) of the Rolly Property and the County Property. Both surveys shall be certified to the County by a land surveyor or engineer registered in the State of Florida and they shall set forth at a minimum the following: (1) a metes and bounds description of each property; (2) permanent reference markers at all corners for changes of courses for the perimeter of each property; and (3) the location and delineation of all encroachments, improvements, easements, or rights-of-way of record or which are revealed by the survey or any personal inspection of the property, including any overhead transmission lines, the supporting structures thereon, and their anchor easements.

c. Environmental Site Assessment. Rolly shall deliver a Phase I Environmental Site Assessment of the Rolly Property conducted in compliance with American Society for Testing and Materials (ASTM) Standard E1527-05 and 40 C.F.R. Part 312. If the Phase I Environmental Site Assessment contains a recognized environmental condition or an opinion that additional appropriate investigation should be conducted or if the County, upon review of the Phase I, concludes that additional appropriate investigation should be conducted, Rolly shall deliver a Phase II Environmental Site Assessment conducted in compliance with ASTM Standard E1903-11. The Phase I and any Phase II Environmental Site Assessment delivered shall be certified to the County and shall include "Broward County Board of County Commissioners" as a party entitled to rely upon it. If a Phase II assessment is required, Rolly shall have up to an additional forty-five (45) days to provide it to the County.

The County shall have forty-five (45) days from receipt of the last of the title insurance commitment, surveys and Environmental Site Assessment (including the Phase II, if required) to determine whether the County believes any encumbrance, survey matter, or environmental condition renders the Rolly Property inadequate for Park Purposes, and the County may terminate this Agreement by providing written notice to Rolly, within such forty-five (45) day period, if it determines the property is inadequate for Park Purposes. The County Attorney's Office is authorized to provide this notice, after consultation with the County Administrator. If the County fails to terminate the Agreement within that period, the County shall be deemed to have determined that the Rolly Property is satisfactory to the County. This forty-five (45) day period shall be referred to as the "County Due Diligence Period."

If the County believes that the Rolly Property is inadequate as described above, the County may, in its sole discretion, and in lieu of terminating this Agreement within the County Due Diligence Period, provide Rolly with written notice, prior to the end of the County Due Diligence Period, of each specific inadequacy and give Rolly up to sixty (60) additional days from the date of the notice to cure the identified inadequacies to the satisfaction of the County (the "sixty (60) day cure period"). If each specific inadequacy is not remedied to the County's satisfaction within any applicable sixty (60) day cure period, the County may terminate this Agreement by written notice to Rolly within fifteen (15) days after the end of such cure period.

6. Exchange of Properties. If this Agreement has not been terminated by the County or Rolly as provided above, the Rolly Property and County Property shall be exchanged as follows and subject to all conditions contained in this Agreement:

a. Within fifteen (15) days after the end of the County Due Diligence Period (as same may be extended by the sixty (60) day cure period, if applicable), Rolly shall convey to the County, by special warranty deed, title to the Rolly Property (the "Rolly Deed"). The Rolly Deed shall be held in escrow by James C. Brady, Esquire, Arnstein & Lehr, LLP (the "Escrow Agent"), and shall be released from escrow pursuant to the terms and conditions outlined below. The parties agree to execute any escrow agreement required by the Escrow Agent, so long as the terms of the escrow agreement are consistent with the terms and conditions outlined below. The County Attorney's Office

is authorized to execute such escrow agreement on behalf of the County. All fees charged by the Escrow Agent shall be paid by Rolly.

b. Within thirty (30) days after the Escrow Agent receives the Rolly Deed, the County shall convey by quit claim deed (the "County Deed") all of the County's right, title and interest in the County Property to the City, which shall promptly record the County Deed. The County's conveyance obligation is subject to the post-Effective Date approval of the Board of County Commissioners and compliance with the procedures stated in Florida Statutes Section 125.37 or 125.38, as the County determines is applicable.

c. Within thirty (30) days after the City records the County Deed, the City shall move to adopt a resolution regarding the County Property, pursuant to Part X, Article 2, of the City of Dania Beach Charter and Related Laws (the "Resolution"). It is anticipated that the Resolution will value the County Property at less than \$250,000.00, explain why the County Property is no longer needed for City public purposes, contain a statement declaring the County Property acquired by the City to be surplus real property, and be in a format substantially similar to the draft resolution attached hereto as Exhibit "C."

d. Not less than thirty (30) days, nor more than sixty (60) days, after adoption of the Resolution, the County Property shall be offered for sale pursuant to the City of Dania Beach Charter and Related Laws. The City shall publish notice of the sale in the official newspaper for two (2) issues before the date of sale, with the first publication to be made not less than ten (10) days before the date of sale, and the second publication one (1) week after the first publication. The publication shall describe the date the sale bids will be received and the protests heard, if any.

e. Upon the date of the sale, the City will sell the County Property for cash to the highest and best bidder. The City, however, may reject any and all bids, pursuant to Part X, Article 2, of the City of Dania Beach Charter and Related Laws.

f. Rolly agrees to submit a sealed cash bid to the City for the County Property. The bid by Rolly will also include an obligation to construct a security wall on the western border of the County Property, as well as an obligation to provide fire hose protection in the same area. The required security wall is further described below.

g. If the City accepts Rolly's bid, the City will convey to Rolly by quit claim deed (the "Subsequent City Deed") all of the City's right, title and interest in the County Property. The Subsequent City Deed will be delivered to the Escrow Agent. Upon the Escrow Agent's receipt of the Subsequent City Deed, Rolly's payment of all applicable costs including those expressly required under this Agreement, and Rolly delivering to the Escrow Agent an executed affidavit in the form attached to this Agreement as Exhibit "D," the following shall occur:

i. The Escrow Agent shall release the Rolly Deed from escrow and cause same to be recorded in the real property records of Broward County;

ii. The Escrow Agent shall issue and deliver to the County the owner's title insurance policy referenced in paragraph 5(a) above; and

iii. After conditions (i) and (ii) are met, the Escrow Agent shall release the Subsequent City Deed to Rolly.

h. If the City fails to accept Rolly's bid within thirty (30) days after such bid is submitted, the City shall reject all bids and promptly take all necessary steps to re-convey the County Property to the County. Upon the recording of such re-conveyance, the Escrow Agent shall be authorized to release the Rolly Deed from escrow and return it to Rolly, and this Agreement will be deemed terminated *ab initio*.

i. The City agrees not to encumber the County Property in any way while it holds title to such property.

7. Conveyances Subject to All Applicable Legal Requirements. Rolly acknowledges that the proposed conveyances of the County Property to the City and from the City to Rolly are subject to all applicable legal requirements, including any and all requirements that approvals occur at public meetings or hearings. Notwithstanding anything contained in this Agreement to the contrary, neither the County nor the City is guaranteeing that any such approvals will occur. If any required approval fails to occur, any party may terminate this Agreement in which event the unrecorded Rolly Deed shall be returned to Rolly and, if the County conveyed the County Property to the City, the City will convey the County Property back to the County. Any such termination under this paragraph will be deemed a termination *ab initio*, except with regard to the return and re-conveyance obligations stated above in this paragraph, which shall survive termination of this Agreement.

8. Construction of the Security Wall. The security wall to be constructed on the western border of the County Property (the property being conveyed to Rolly pursuant to this Agreement) is described on the preliminary plans/drawings attached hereto as Exhibit "E" (these plans/drawings are attached for informational purposes only and have not been approved by the County or City). In order to construct the wall, additional property beyond that currently used by Rolly is included within the County Property to be conveyed. Rolly and the County have worked together to minimize the amount of additional property included within the property to be conveyed to: (1) minimize the impact on the Park; and (2) avoid, where possible, and otherwise minimize, impacts on trees and wetlands. Despite these efforts, the construction of the wall may impact some wetlands and trees. Rolly shall obtain any and all required permits necessary to construct the wall, including any permits required for any necessary tree/wetland removal or cutting. Rolly shall, at its sole cost, pay for any necessary tree/wetland removal/cutting and for any tree/wetland-related mitigation required by the County, City or other regulatory authority. Wetland impacts are within the jurisdiction of the County. Because any tree impacts will not occur until the County Property is conveyed to the City or Rolly, tree impacts will be within the jurisdiction of the City. Rolly represents and agrees that the security wall will be built on property currently owned by Rolly or to be conveyed to Rolly pursuant to this Agreement, and that Rolly will not, in connection with its construction of the wall, cause (or

permit to be caused) any damage of any kind to the remaining land, trees or wetlands within the Park. If any such damage occurs, Rolly will reimburse the County, in full, for the cost of restoring the damaged property to its condition prior to the construction of the wall. During its construction of the wall, Rolly may temporarily access that portion of the Park immediately adjacent to the wall (up to five (5) feet into remaining Park property) solely for purposes of stuccoing and painting the exterior of the wall (Rolly shall leave no materials on, or cause any damage to, this adjacent area). All construction of the wall shall take place on Rolly property (including that property conveyed to Rolly), and shall not cause any impact to any remaining Park property.

9. In designing the security wall, Rolly shall take all necessary steps to ensure that any run-off or discharge from Rolly property (after conveyance of the County Property to Rolly) onto remaining Park property will be eliminated. Rolly will design the wall in such a way that grade changes between Rolly property (after the conveyance) and Park property will not result in run-off onto or erosion of the Park property. Additionally, Rolly will provide its final wall plans and drawings to the County prior to construction of the wall and, prior to commencing such construction, must obtain the County Parks Director's written consent to the aesthetic appearance of the wall which will be facing the Park, which consent shall not be unreasonably withheld. Rolly shall also obtain any and all required permits from the City prior to wall construction.

10. Rolly to Pay for Any and All Recording and Transfer Charges. Rolly agrees to pay any and all recording and transfer charges (including any and all required documentary stamps and intangible taxes) in connection with each of the conveyances contemplated by or resulting from this Agreement. If another party to this Agreement pays any such charges, Rolly shall reimburse that party within fifteen (15) days after demand for reimbursement is made.

11. Property Taxes. The County Property is immune from ad valorem taxation. When it becomes subject to such taxation, Rolly shall accept the County Property subject to all taxes due and owing. With regard to the Rolly Property, Rolly shall, in accordance with Florida Statutes Section 196.295, place in escrow with the Broward County Revenue Collection Division, prior to Rolly's recording of the County Deed, an amount equal to current taxes prorated to the date of transfer of title to the County (as stated on the Rolly Deed) based upon the current assessment and millage rates on the Rolly Property.

12. Release, Dismissal and Reservation of Rights in Event of Termination. Effective immediately upon its recording of the Subsequent City Deed, Rolly releases the County from any and all claims it has or may have against the County (or any current or former County officer or employee) in connection with the County Property and any real or personal property related to it. Upon such recording, Rolly shall file a Notice of Voluntary Dismissal with Prejudice in the matter of Rolly Marine Service Company v. Broward County, 17<sup>th</sup> Judicial Circuit Case No. 11-26274 (03). That Notice shall reflect that each party shall bear its own costs and fees in connection with the litigation.

In the event this Agreement is terminated prior to recording of both the Subsequent City Deed and Rolly Deed, the fact that the parties entered into this Agreement shall not affect any claim, remedy or defense the parties had in the litigation prior to entry into the Agreement.

13. Time of the Essence. Time is of the essence with regard to all time periods provided for in this Agreement.

14. Public Disclosure. Rolly agrees that at least ten (10) days prior to executing the Rolly Deed, in accordance with Florida Statutes Section 286.23, it shall make a public disclosure in writing, under oath, and subject to the penalties prescribed for perjury, which disclosure shall state the name and address of Rolly, and the name and address of every person having any beneficial interest in the Rolly Property.

15. Broker's Commission. Rolly represents and warrants that it has dealt with no broker and agrees to hold the County and City harmless from any claim or demand for commissions made by or on behalf of any broker or agent of Rolly, in connection with any transaction required under this Agreement. Rolly agrees to pay any and all real estate commissions due and owing in connection with such transactions.

16. Assignment. No party to this Agreement may assign or transfer this Agreement, in whole or in part, without the prior written consent of the other parties.

17. Persons Bound. The Agreement shall inure to and bind the respective heirs, personal representatives, successors and assigns (where assignment is permitted) of the parties to this Agreement. Whenever used, the singular number shall include the singular and the plural, and the use of any gender shall include all genders.

18. Survival of Covenants and Special Covenants. All covenants, grants, representations, and warranties contained in this Agreement shall survive closing and recording of the respective deeds, unless any provision of this Agreement expressly provides to the contrary.

19. Waiver, Governing Law and Venue. Failure of any party to insist upon strict performance with any provision of this Agreement, or to exercise any right contained in it, shall not be construed as a waiver or relinquishment of that provision or right. None of the conditions, covenants or provisions of this Agreement shall be deemed waived or modified, except by the parties to it in writing. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation concerning this Agreement shall be in the 17<sup>th</sup> Judicial Circuit in and for Broward County, Florida. BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS ANY PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION ARISING FROM, RELATED TO, OR IN CONNECTION WITH THIS AGREEMENT.

20. Entire Agreement; Modification. This Agreement incorporates and includes all prior negotiations, correspondences, conversations, agreements or understandings applicable to the matters contained in it, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements, whether oral or written. This

Agreement may be modified only in writing and approved in the same manner in which this Agreement was approved.

21. Further Undertaking. The parties agree that each shall cooperate with the others in good faith and shall correct any mathematical errors, execute such further documents and perform such further acts as may be reasonably necessary or appropriate to carry out the purpose and intent of this Agreement.

22. Notice. All notices required or otherwise appropriate under this Agreement shall be sent as follows.

Notice to the County shall be sent by e-mail to:

Purvi Bhogaita, Director of the County's Real Property Division at [pbhogaita@broward.org](mailto:pbhogaita@broward.org), with a copy to Andrew Meyers, the County's Chief Appellate Counsel, at [ameyers@broward.org](mailto:ameyers@broward.org).

Notice to the City shall be sent by certified mail, return receipt requested, to:

Robert Baldwin, City Manager, 100 West Dania Beach Blvd., Dania Beach, FL 33004, with a copy to Tom Ansbro, City Attorney, 100 West Dania Beach Blvd., Dania Beach, FL 33004

Notice to Rolly shall be sent by e-mail to:

Greg Poulos, Rolly's General Manager, at [greg@rollymarine.com](mailto:greg@rollymarine.com), with a copy to Justin Leto, Rolly's attorney, at [jiletto@letolaw.com](mailto:jiletto@letolaw.com).

A party may designate different representatives to receive that party's notice by providing notice of the new representatives, including their applicable email or physical addresses.

All email notices shall be deemed effective upon sending; regular mail notice shall be deemed effective upon delivery.

23. Representation of Authority. Each individual executing this Agreement on behalf of a party to this Agreement represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

24. Execution. This document may be executed in multiple copies, each of which shall be deemed an original.



IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY, through its Board of County Commissioners, signing by and through its Mayor or Vice Mayor, authorized to execute same by Board action on the 14<sup>th</sup> day of May, 2013; the CITY OF DANIA BEACH, FLORIDA, through its City Commission, signing by and through its Mayor, Walter B. Duke, III authorized to execute same by Commission action on the \_\_\_ day of \_\_\_\_\_, 2013; and ROLLY MARINE SERVICE COMPANY, signing by and through its General Manager, Greg Poulos, duly authorized to execute same.

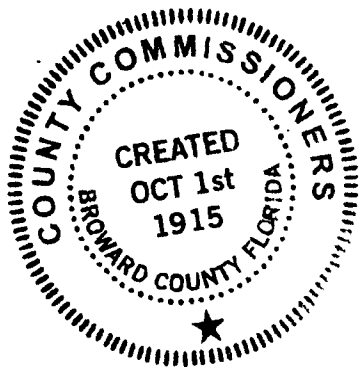
**BROWARD COUNTY**

ATTEST:



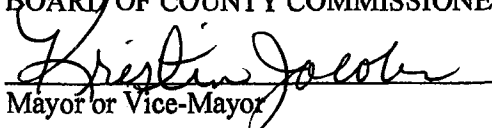
*for*

County Administrator,  
as Ex-officio Clerk of the  
Broward County Board of  
County Commissioners



BROWARD COUNTY, through its  
BOARD OF COUNTY COMMISSIONERS

By:

  
Mayor or Vice-Mayor

14<sup>th</sup> day of May, 2013

Approved as to form and legal sufficiency:

Joni Armstrong Coffey  
Broward County Attorney  
Government Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-7641

By:

  
Andrew J. Meyers, Chief Appellate Counsel

*60*

**CITY OF DANIA BEACH, FLORIDA, a Florida Municipal corporation**

**WITNESSES:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
PRINT Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
PRINT Name

\_\_\_\_\_  
WALTER B. DUKE, III  
MAYOR

Dated on \_\_\_\_\_, 2013

**ATTEST:**

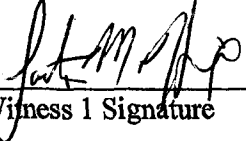
\_\_\_\_\_  
LOUISE STILSON, CMC  
CITY CLERK

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**


\_\_\_\_\_  
THOMAS J. ANSBRO  
CITY ATTORNEY

**ROLLY MARINE SERVICES COMPANY, a Florida corporation**

**WITNESSES:**

  
\_\_\_\_\_  
Witness 1 Signature

Jonathan M. Hixon  
\_\_\_\_\_  
Witness 1 Print/Type Name

  
\_\_\_\_\_  
Greg Poulos, General Manger

  
\_\_\_\_\_  
Witness 2 Signature

K.F. BOYD  
\_\_\_\_\_  
Witness 2 Print/Type Name



**EXHIBIT "A"**

**DESCRIPTION:**

**A PORTION OF TRACTS 1 AND 4, PLAT OF A PART OF GOV. LOT NO. 1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 14, PAGE 21 BROWARD COUNTY RECORDS, DESCRIBED AS FOLLOWS:**

**BEGIN AT THE SOUTHEAST CORNER OF SAID TRACT 4, THENCE ALONG THE SOUTH LINE OF SAID TRACT 4, SOUTH 88°38'18" WEST 17.34 FEET; THENCE NORTH 03°26'07" WEST 733.00 FEET; THENCE NORTH 41°33'53" EAST 15.94 FEET; THENCE NORTH 03°01'24" WEST 183.54 FEET; THENCE NORTH 42°00'08" EAST 15.73 FEET; THENCE ALONG THE EAST LINE OF SAID TRACTS 1 AND 4, SOUTH 03°02'27" EAST 939.49 FEET TO THE POINT OF BEGINNING.**

**SAID LANDS SITUATE, LYING, AND BEING IN THE CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA AND CONTAINING 16857 SQUARE FEET (0.387 ACRES) MORE OR LESS.**

*RP*

EXHIBIT "B"

**Parcel 1:**

A PORTION OF JOHN M. BRYAN'S SUBDIVISION, IN SECTION 17, TOWNSHIP 30 SOUTH, RANGE 41 EAST, BROWARD COUNTY, FLORIDA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5, PAGE 3, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; TOGETHER WITH THE VACATED PORTION OF SOUTHWEST 24<sup>TH</sup> STREET AS DESCRIBED IN OFFICIAL RECORDS BOOK 16130, PAGE 67, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

(SITE 403B)

BEGINNING AT THE NORTHWEST CORNER OF LOT 34, OAK KNOLL II, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 134, PAGE 7, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA;

THENCE SOUTH 22°17'54" EAST ON THE WESTERLY LINE OF SAID LOT 34 AND LOT 35, A DISTANCE OF 210.30 FEET TO THE NORTHEAST CORNER OF SAID VACATED SOUTHWEST 24<sup>TH</sup> STREET;

THENCE SOUTH 01°51'10" EAST ON THE EAST LINE OF SAID VACATED SOUTHWEST 24<sup>TH</sup> STREET, A DISTANCE OF 53.00 FEET TO THE INTERSECTION WITH THE SOUTH LINE OF SAID SECTION 17;

THENCE SOUTH 88°08'50" WEST ON SAID SOUTH LINE OF SECTION 17, A DISTANCE OF 252.81 FEET TO THE SOUTHEAST CORNER OF LOT 1, OAK KNOLL III, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 138, PAGE 36, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA;

THENCE NORTH 01°51'10" WEST ON THE EAST LINE OF SAID LOT 1, A DISTANCE OF 229.92 FEET TO THE NORTHEAST CORNER OF SAID LOT 1, SAID POINT ALSO BEING LOCATED ON THE SOUTH LINE OF PARCEL R-1 OF SAID OAK KNOLL III, SAID POINT ALSO BEING LOCATED ON THE ARC OF A CURVE CONCAVE TO THE SOUTH AND FROM WHICH THE RADIUS POINT OF SAID CURVE BEARS SOUTH 24°21'57" EAST;

THENCE EASTERLY ON SAID SOUTH LINE OF PARCEL R-1 AND ON THE ARC OF SAID CURVE HAVING A RADIUS OF 150.00 FEET, A CENTRAL ANGLE OF 31°03'48", FOR AN ARC DISTANCE OF 81.32 FEET TO A POINT OF A REVERSE CURVE WITH A CURVE CONCAVE TO THE NORTH;

THENCE EASTERLY ON SAID SOUTH LINE OF PARCEL R-1 AND ON THE ARC OF SAID CURVE HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 29°00'00", FOR AN ARC DISTANCE OF 101.23 FEET TO THE POINT OF BEGINNING.

**Parcel 2:**

A non-exclusive easement for ingress and egress over Parcel R-1 of Oak Knoll II, according to the plat thereof, as recorded in Plat Book 134, Page 7, and Parcel R-1 of Oak Knoll III, according to the plat thereof, as recorded in Plat Book 138, Page 36, both of the Public Records of Broward County, Florida.

[END-LEGAL DESCRIPTION]



EXHIBIT "C"

**RESOLUTION NO. 2013-\_\_**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, DETERMINING THAT A PARCEL OF REAL PROPERTY LEGALLY DESCRIBED IN EXHIBIT "A" (A COPY OF WHICH IS ATTACHED AND INCORPORATED INTO THIS RESOLUTION BY THIS REFERENCE), IS SURPLUS PROPERTY; CONFIRMING THAT AN APPRAISAL OF THE REAL PROPERTY HAS DETERMINED THE VALUE OF THE PROPERTY IDENTIFIED IN EXHIBIT "A"; AUTHORIZING NOTICE OF SALE TO THE PUBLIC TO BE PUBLISHED AND PROVIDING FOR RECEIPT AND ACCEPTANCE OF SEALED BIDS, ALL AS PRESCRIBED BY PART X, ARTICLE 2, OF THE CITY CHARTER; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Part X, Article 2, of the Charter of the City of Dania Beach authorizes the City Commission to exchange, sell or convey real property acquired by the City if it is determined by the City Commission to be surplus real property; and

WHEREAS, the City has determined that a parcel acquired from Broward County should be determined to be surplus and offered for sale to the public; and

WHEREAS, the land has not been used by the City, and is not needed for City purposes;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA:**

**Section 1.** That the parcel described in Exhibit "A" is determined to be surplus property. The improvements on the property are described in Exhibit "A".

**Section 2.** That an appraisal of the real property by a qualified state certified real estate appraiser determined the value of the property to be as shown in Exhibit "A".

**Section 3.** That the City administration is directed to offer the parcel for sale to the public and receive sealed bids, pursuant to the procedure specified in Part X, Article 2, Section 2 of the City Charter.

**Section 4.** That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

**Section 5.** That this Resolution shall be in force and take effect immediately upon its passage and adoption.

**PASSED AND ADOPTED** on \_\_\_\_\_, 2013.

ATTEST:

\_\_\_\_\_  
LOUISE STILSON, CMC  
CITY CLERK

\_\_\_\_\_  
PATRICIA FLURY  
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

\_\_\_\_\_  
THOMAS J. ANSBRO  
CITY ATTORNEY

**EXHIBIT "A" (to be attached to resolution)**

**(Legal Description, street address and appraisal value of Parcel); description of  
improvements located on the Parcel (See Part X, Article 2, Section 1 of the City Charter)**



EXHIBIT "D"

NO LIEN AFFIDAVIT AND INDEMNITY

STATE OF FLORIDA        )  
  ) SS.  
COUNTY OF BROWARD    )

BEFORE ME, the undersigned authority, personally appeared Greg Poulos, as General Manager of ROLLY MARINE SERVICES COMPANY (the "Affiant"), who, being by me first duly sworn, deposes and says:

1. That Affiant is the owner of and has fee simple title to the following described property (the "Property"), lying and being in the County of Broward, State of Florida, to-wit:

SEE ATTACHED EXHIBIT "1"

2. That the Affiant has not sold, transferred, assigned or conveyed title to the Property prior to the transfer to Broward County, Florida.
3. That the Property and all improvements thereon are free and clear of all mortgages, liens, taxes, waste, water and sewer charges, encumbrances, judgments and claims of every nature whatsoever except for real estate taxes for 2013.
4. That no legal action, Internal Revenue Service claims or State tax claims are pending or threatened that could ripen into a lien or encumbrance on the Property or the improvements thereon.
5. This Affidavit is made for the purpose of inducing Broward County to part with valuable consideration, and the County is materially relying on the veracity of the contents hereof. The title insurance company selected by the County is relying upon the representations in issuing title insurance. In this regard, the Affiant represents and warrants that the statements contained herein are true and correct in all respects.
6. That for at least ninety (90) days prior to the date hereof, no material, labor or services have been furnished, performed or supplied in connection with the Property, including the improvements located thereon, for which payment has not been made in full; no material, labor or services have been contracted to be furnished, performed or supplied at a future date in connection with the Property, including the improvements located thereon, for which payment has not been made in full; and there are no unpaid mechanics', materialmen's or other liens affecting the Property or actual or potential claims on account of any such material, labor or services.
7. That to the best of Affiant's knowledge, no violations of municipal ordinances or other laws, statutes, rules or regulations pertaining to the Property exist, and no orders or



notices concerning any violations have been given to the Affiant or made against the Property.

- 8. That Affiant alone and no other person(s), firm(s), corporation(s) or individual(s) are in control and possession of the property.
- 9. Affiant represents and warrants that between the date of the title insurance commitment it obtains for the benefit of the County, prepared by James Brady, and the date on which the deed to the Property is placed of record, Affiant has not and will not execute any instruments or take any actions that could adversely affect the title or interest to be acquired by the County and insured by the Title Company. Affiant further represents and warrants that Affiant is not aware of any matter that could adversely affect the title or interest to be acquired by the County and insured by the Title Company.
- 10. Affiant represents and warrants the truth and accuracy of all matters hereinabove set forth and agrees to and shall defend, indemnify and hold harmless the County and its successors and assigns from all causes, claims, demands, actions, losses, liabilities, settlements, judgments, damages, costs, expenses and fees (including, without limitation, reasonable attorney's and appellate attorney's fees) that arise as a result of or in connection with the falsity or inaccuracy of any statement made in the above Affidavit or the breach of any representation or warranty herein made.

FURTHER AFFIANT SAYETH NAUGHT.

Signed, sealed and delivered in the presence of:

WITNESSES

\_\_\_\_\_

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

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_ day of \_\_\_\_\_, 2013

Print Name: \_\_\_\_\_

STATE OF FLORIDA     )  
   ) SS.  
 COUNTY OF BROWARD    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2013, by Greg Poulos, as General Manager of Rolly Marine Service Company, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did/did not take an oath.

WITNESS my hand and official seal, this \_\_\_\_ day of \_\_\_\_\_, 2013.

(SEAL)

---

(Signature of Person Taking Acknowledgement)

---

(Name of Officer Taking Acknowledgement)

---

(Title or Rank)

---

(Serial Number, if any)

My Commission Expires:

EXHIBIT 1

**Parcel 1:**

A PORTION OF JOHN M. BRYAN'S SUBDIVISION, IN SECTION 17, TOWNSHIP 50 SOUTH, RANGE 41 EAST, BROWARD COUNTY, FLORIDA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5, PAGE 3, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; TOGETHER WITH THE VACATED PORTION OF SOUTHWEST 24<sup>TH</sup> STREET AS DESCRIBED IN OFFICIAL RECORDS BOOK 16130, PAGE 67, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

(SITE 403B)

BEGINNING AT THE NORTHWEST CORNER OF LOT 34, OAK KNOLL II, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 134, PAGE 7, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA;

THENCE SOUTH 22°17'54" EAST ON THE WESTERLY LINE OF SAID LOT 34 AND LOT 35; A DISTANCE OF 210.30 FEET TO THE NORTHEAST CORNER OF SAID VACATED SOUTHWEST 24<sup>TH</sup> STREET;

THENCE SOUTH 01°51'10" EAST ON THE EAST LINE OF SAID VACATED SOUTHWEST 24<sup>TH</sup> STREET, A DISTANCE OF 53.00 FEET TO THE INTERSECTION WITH THE SOUTH LINE OF SAID SECTION 17;

THENCE SOUTH 88°06'30" WEST ON SAID SOUTH LINE OF SECTION 17, A DISTANCE OF 252.81 FEET TO THE SOUTHEAST CORNER OF LOT 1, OAK KNOLL III, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 138, PAGE 36, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA;

THENCE NORTH 01°51'10" WEST ON THE EAST LINE OF SAID LOT 1, A DISTANCE OF 229.92 FEET TO THE NORTHEAST CORNER OF SAID LOT 1, SAID POINT ALSO BEING LOCATED ON THE SOUTH LINE OF PARCEL R-1 OF SAID OAK KNOLL III, SAID POINT ALSO BEING LOCATED ON THE ARC OF A CURVE CONCAVE TO THE SOUTH AND FROM WHICH THE RADIUS POINT OF SAID CURVE BEARS SOUTH 24°21'57" EAST;

THENCE EASTERLY ON SAID SOUTH LINE OF PARCEL R-1 AND ON THE ARC OF SAID CURVE HAVING A RADIUS OF 150.00 FEET, A CENTRAL ANGLE OF 31°03'48", FOR AN ARC DISTANCE OF 81.32 FEET TO A POINT OF A REVERSE CURVE WITH A CURVE CONCAVE TO THE NORTH;

THENCE EASTERLY ON SAID SOUTH LINE OF PARCEL R-1 AND ON THE ARC OF SAID CURVE HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 29°00'00", FOR AN ARC DISTANCE OF 101.23 FEET TO THE POINT OF BEGINNING.

**Parcel 2:**

A non-exclusive easement for ingress and egress over Parcel R-1 of Oak Knoll II, according to the plat thereof, as recorded in Plat Book 134, Page 7, and Parcel R-1 of Oak Knoll III, according to the plat thereof, as recorded in Plat Book 138, Page 36, both of the Public Records of Broward County, Florida.

[END-LEGAL DESCRIPTION]

100

ex. E

# Rolly Marine Privacy Wall

## Rolly Marine Service, INC.

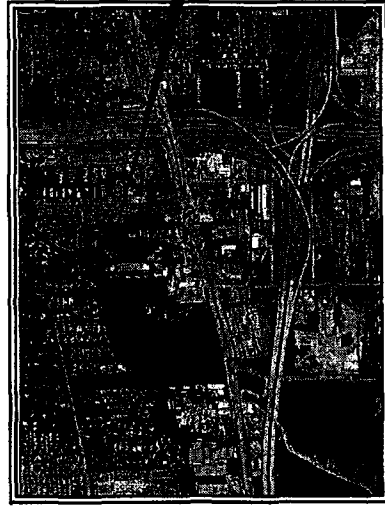
2551 St. Rd. 84 (Marina Mile), Ft. Lauderdale, FL 33312

PROJECT:

CLIENT:

### DRAWING INDEX

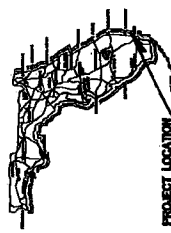
SHEET	DRAWING TITLE
C-0	COVER SHEET
SU-1	EXISTING CONDITIONS
SU-2	EXISTING CONDITIONS
C-1	GENERAL NOTES
C-2	SITE PLAN
C-3	SITE PLAN
S-1	STRUCTURAL NOTES
S-2	STRUCTURAL DETAILS
S-3	STRUCTURAL SECTIONS & DETAILS
SNP-1	STORMWATER POLLUTION PREVENTION DETAILS



PROJECT LOCATION

LOCATION MAP 

NOT FOR CONSTRUCTION



PROJECT LOCATION




### Stantec

Rolly Marine Service, INC.  
Fort Lauderdale, FL  
Privacy Wall

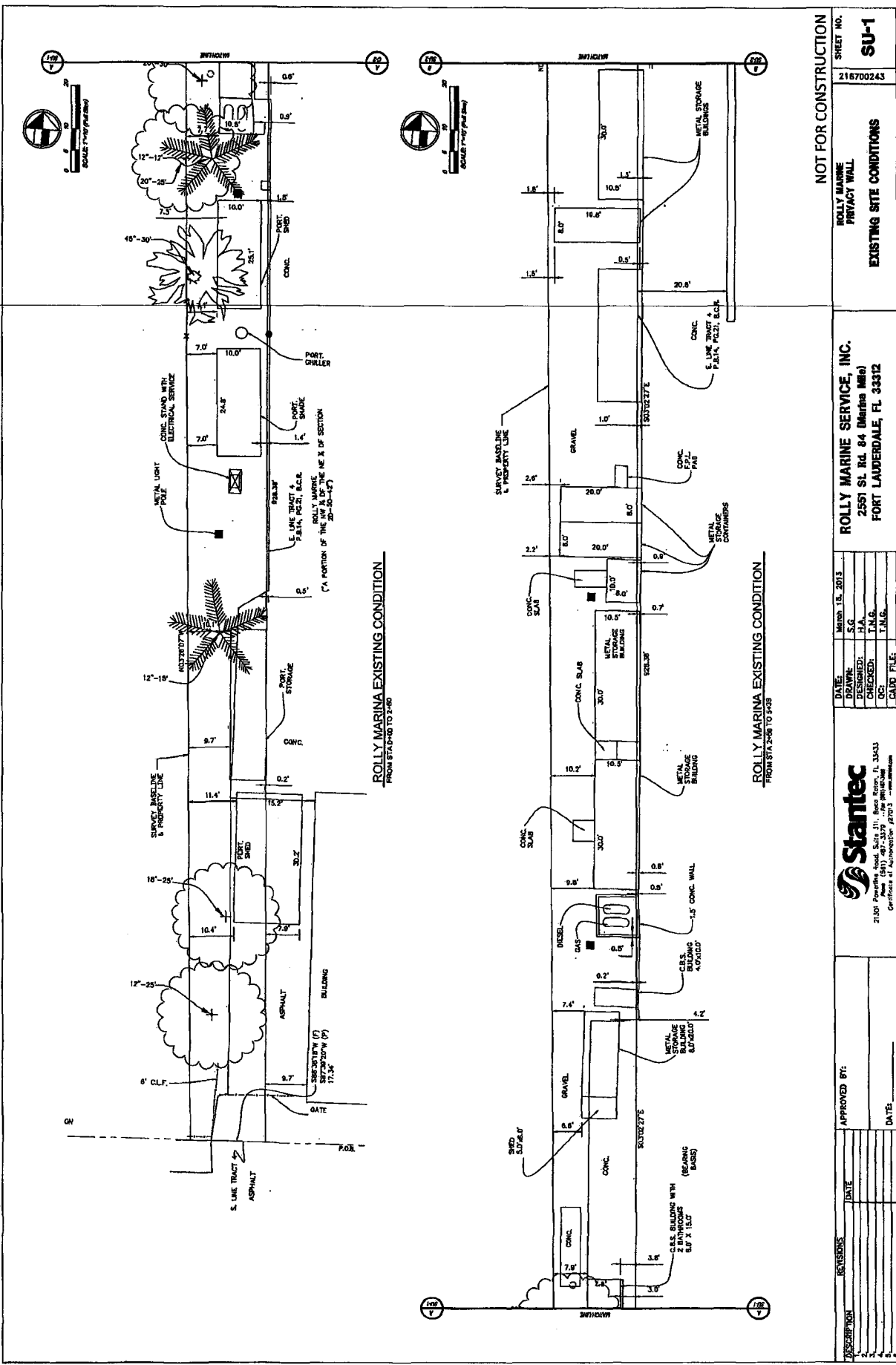
Prepared for:  
Rolly Marine Service, INC.

March, 2013  
Project # 216700243

PLANS APPROVED BY:	DATE:
<small>STANTEC ENGINEERING, INC. FLORIDA REGISTERED ENGINEER NO. 40730</small>	

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5/10



ROLLY MARINA EXISTING CONDITION  
FROM STA 2+00 TO 2+30

ROLLY MARINA EXISTING CONDITION  
FROM STA 2+30 TO 2+38

NOT FOR CONSTRUCTION

SHEET NO.  
216700243

ROLLY MARINE  
PRIVACY WALL  
EXISTING SITE CONDITIONS

ROLLY MARINE SERVICE, INC.  
2551 ST. RL. 84 (Marina Hwy)  
FORT LAUDERDALE, FL 33312

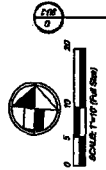
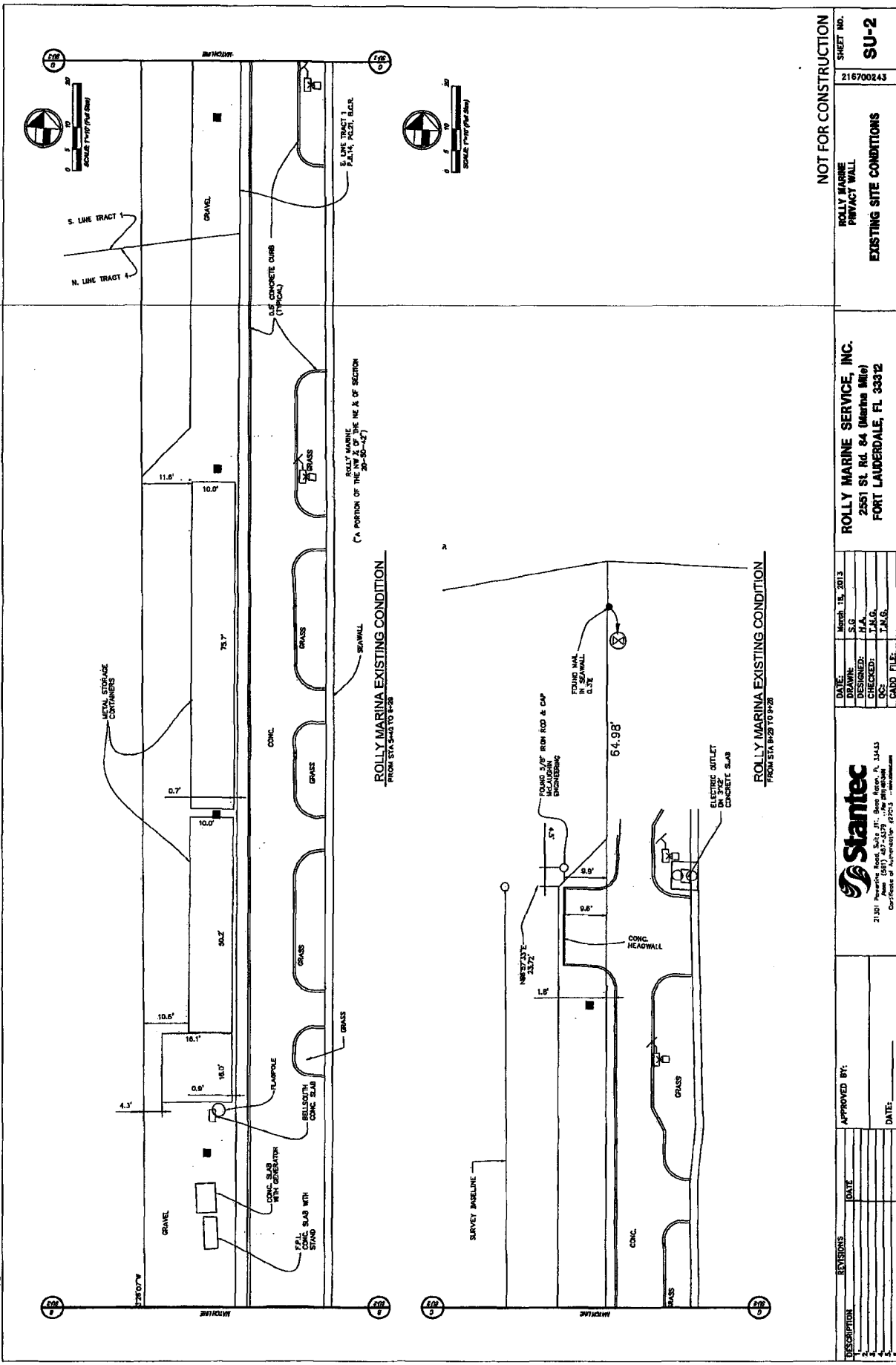
DATE:	MARCH 15, 2013
DRAWN:	S.G.
DESIGNED:	H.A.
CHECKED:	T.A.G.
SCALE:	1"=10'
GRID FILE:	

**Stantec**  
21501 Paradise Road, Suite 311, Boca Raton, FL 33433  
Certified of Accreditation #1703

APPROVED BY:	DATE:

DESCRIPTION	REVISIONS	DATE

*lro*



NOT FOR CONSTRUCTION  
 SHEET NO. 216700243  
 ROLLY MARINE  
 PRIVACY WALL  
 EXISTING SITE CONDITIONS

ROLLY MARINE SERVICE, INC.  
 2551 ST. RD. 84 (Marina Mile)  
 FORT LAUDERDALE, FL 33312

DATE:	March 15, 2013
DRAWN:	S.G.
DESIGNED:	H.A.
CHECKED:	J.A.G.
CONC. FILE:	J.A.G.

**Stantec**  
 2100 Pennington Road, Suite 201, Boca Raton, FL 33433  
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DESCRIPTION	REVISIONS	DATE	APPROVED BY:	DATE:

*(Handwritten signature)*

**GENERAL NOTES AND SPECIFICATIONS**

1. **APPLICABLE CODES.**
  - A. ALL CONSTRUCTION AND MATERIALS SHALL CONFORM TO THE REQUIREMENTS OF THE FLORIDA DEPARTMENT OF PUBLIC WORKS BUREAU OF CONSTRUCTION, LOCAL, STATE AND NATIONAL CODES WHERE APPLICABLE.
  - B. ALL CONSTRUCTION SHALL BE DONE IN A SAFE MANNER AND IN ACCORDANCE WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL SAFETY AND HEALTH REGULATIONS.
  - C. ALL ELEVATIONS SHOWN ON THE CONSTRUCTION DRAWINGS ARE UNLESS OTHERWISE NOTED.
  - D. THE CITY OF DANA BEACH HAS A NOISE ORDINANCE WHICH MUST BE OBSERVED THROUGHOUT THE PROJECT PERIOD OF THE WORKING.

**II. PRECONSTRUCTION RESPONSIBILITIES.**

1. THE CONTRACTOR SHALL OBTAIN A SURVEYING STATE CERTIFICATE FROM THE SURVEYING BOARD OF FLORIDA. THE SURVEYING BOARD CONTACT INFORMATION IS: SURVEYING BOARD OF FLORIDA, 1000 N. W. 10TH AVENUE, SUITE 1000, MIAMI, FL 33136-4770.
2. ALL UTILITY EXPOSURES TO BE SECURED PRIOR TO CONSTRUCTION (IF REQUIRED).
3. LOCATION OF EXISTING UTILITIES AS SHOWN ON CONSTRUCTION DRAWINGS ARE BASED ON AVAILABLE RECORDS. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES SHOWN ON ANY FACILITY NOT SHOWN ON CONSTRUCTION DRAWINGS. THE CONTRACTOR SHALL VERIFY THE EXISTING FACILITY IS FEASIBLE TO CONFLICT WITH THE PROPOSED FACILITY. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES SHOWN ON ANY FACILITY NOT SHOWN ON CONSTRUCTION DRAWINGS. THE CONTRACTOR SHALL VERIFY THE EXISTING FACILITY IS FEASIBLE TO CONFLICT WITH THE PROPOSED FACILITY. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES SHOWN ON ANY FACILITY NOT SHOWN ON CONSTRUCTION DRAWINGS. THE CONTRACTOR SHALL VERIFY THE EXISTING FACILITY IS FEASIBLE TO CONFLICT WITH THE PROPOSED FACILITY.
4. THE CONTRACTOR IS REQUIRED TO OBTAIN ALL APPLICABLE PERMITS PRIOR TO START OF CONSTRUCTION.

**III. INSPECTIONS.**

1. THE CONTRACTOR SHALL NOTIFY THE CITY, THE ENGINEER OF RECORD AND ALL AGENCIES INVOLVED IN THE PROJECT PRIOR TO BEGINNING CONSTRUCTION AND MAINTAIN RECORDS OF ALL INSPECTIONS AND TESTS. THE CONTRACTOR SHALL NOTIFY THE CITY, THE ENGINEER OF RECORD AND ALL AGENCIES INVOLVED IN THE PROJECT PRIOR TO BEGINNING CONSTRUCTION AND MAINTAIN RECORDS OF ALL INSPECTIONS AND TESTS.

**IV. SHOP DRAWINGS.**

1. RECORDS AND CONSTRUCTION WORK.
2. FORMWORK.
3. GENERAL LAYOUT.
4. REINFORCEMENT.
5. FINISHES.

**V. TEMPORARY FACILITIES.**

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROVISION OF ALL TEMPORARY FACILITIES INCLUDING BUT NOT LIMITED TO: TEMPORARY OFFICE, STORAGE, AND BARRICADES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROVISION OF ALL TEMPORARY FACILITIES INCLUDING BUT NOT LIMITED TO: TEMPORARY OFFICE, STORAGE, AND BARRICADES.

**VI. PROJECT CLOSURE.**

1. DURING CONSTRUCTION, THE PROJECT SITE AND ALL ADJACENT AREAS SHALL BE MAINTAINED IN A SAFE AND CLEAN CONDITION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROVISION OF ALL TEMPORARY FACILITIES INCLUDING BUT NOT LIMITED TO: TEMPORARY OFFICE, STORAGE, AND BARRICADES.

**VII. PROJECT CLOSURE.**

1. DURING CONSTRUCTION, THE PROJECT SITE AND ALL ADJACENT AREAS SHALL BE MAINTAINED IN A SAFE AND CLEAN CONDITION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROVISION OF ALL TEMPORARY FACILITIES INCLUDING BUT NOT LIMITED TO: TEMPORARY OFFICE, STORAGE, AND BARRICADES.

**VIII. PROJECT CLOSURE.**

1. DURING CONSTRUCTION, THE PROJECT SITE AND ALL ADJACENT AREAS SHALL BE MAINTAINED IN A SAFE AND CLEAN CONDITION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROVISION OF ALL TEMPORARY FACILITIES INCLUDING BUT NOT LIMITED TO: TEMPORARY OFFICE, STORAGE, AND BARRICADES.

**IX. PROJECT CLOSURE.**

1. DURING CONSTRUCTION, THE PROJECT SITE AND ALL ADJACENT AREAS SHALL BE MAINTAINED IN A SAFE AND CLEAN CONDITION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROVISION OF ALL TEMPORARY FACILITIES INCLUDING BUT NOT LIMITED TO: TEMPORARY OFFICE, STORAGE, AND BARRICADES.

**X. PROJECT CLOSURE.**

1. DURING CONSTRUCTION, THE PROJECT SITE AND ALL ADJACENT AREAS SHALL BE MAINTAINED IN A SAFE AND CLEAN CONDITION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROVISION OF ALL TEMPORARY FACILITIES INCLUDING BUT NOT LIMITED TO: TEMPORARY OFFICE, STORAGE, AND BARRICADES.

**II. PROPERTY MONITORING OR PERMANENT RETENTION, REMOVAL OR REPAIRS.**

1. ALL PROPERTY MONITORING OR PERMANENT RETENTION, REMOVAL OR REPAIRS SHALL BE PERFORMED IN ACCORDANCE WITH THE REQUIREMENTS OF THE FLORIDA DEPARTMENT OF PUBLIC WORKS BUREAU OF CONSTRUCTION, LOCAL, STATE AND NATIONAL CODES WHERE APPLICABLE.

**III. PROJECT RECORDS DOCUMENTS.**

1. DURING THE DAILY PROGRESS OF THE JOB, THE CONTRACTOR SHALL MAINTAIN RECORDS OF ALL WORK DONE, INCLUDING BUT NOT LIMITED TO: DAILY PROGRESS, MATERIALS USED, LABOR HOURS, AND EQUIPMENT USED. THE CONTRACTOR SHALL MAINTAIN RECORDS OF ALL WORK DONE, INCLUDING BUT NOT LIMITED TO: DAILY PROGRESS, MATERIALS USED, LABOR HOURS, AND EQUIPMENT USED.

**IV. COMPLETION OF CONSTRUCTION.**

1. UPON COMPLETION OF CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE CITY, THE ENGINEER OF RECORD AND ALL AGENCIES INVOLVED IN THE PROJECT. THE CONTRACTOR SHALL NOTIFY THE CITY, THE ENGINEER OF RECORD AND ALL AGENCIES INVOLVED IN THE PROJECT.

**V. EXISTING UTILITIES.**

1. ALL EXISTING UTILITIES SHALL BE MAINTAINED AND PROTECTED THROUGHOUT THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROVISION OF ALL TEMPORARY FACILITIES INCLUDING BUT NOT LIMITED TO: TEMPORARY OFFICE, STORAGE, AND BARRICADES.

**VI. CONSTRUCTION.**

1. ALL CONSTRUCTION SHALL BE PERFORMED BY METHODS APPROVED BY THE ENGINEER OF RECORD AND ALL AGENCIES INVOLVED IN THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROVISION OF ALL TEMPORARY FACILITIES INCLUDING BUT NOT LIMITED TO: TEMPORARY OFFICE, STORAGE, AND BARRICADES.

**VII. MATERIALS.**

1. ALL MATERIALS SHALL BE OF THE HIGHEST QUALITY AVAILABLE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROVISION OF ALL TEMPORARY FACILITIES INCLUDING BUT NOT LIMITED TO: TEMPORARY OFFICE, STORAGE, AND BARRICADES.

**VIII. FIELD QUALITY CONTROL.**

1. ALL CONSTRUCTION SHALL BE PERFORMED BY METHODS APPROVED BY THE ENGINEER OF RECORD AND ALL AGENCIES INVOLVED IN THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROVISION OF ALL TEMPORARY FACILITIES INCLUDING BUT NOT LIMITED TO: TEMPORARY OFFICE, STORAGE, AND BARRICADES.

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**XII. CONSTRUCTION.**

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**III. INSTALLATION.**

1. ALL INSTALLATION SHALL BE PERFORMED BY METHODS APPROVED BY THE ENGINEER OF RECORD AND ALL AGENCIES INVOLVED IN THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROVISION OF ALL TEMPORARY FACILITIES INCLUDING BUT NOT LIMITED TO: TEMPORARY OFFICE, STORAGE, AND BARRICADES.

**IV. PROJECT PHASING.**

1. ALL PROJECT PHASING SHALL BE PERFORMED BY METHODS APPROVED BY THE ENGINEER OF RECORD AND ALL AGENCIES INVOLVED IN THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROVISION OF ALL TEMPORARY FACILITIES INCLUDING BUT NOT LIMITED TO: TEMPORARY OFFICE, STORAGE, AND BARRICADES.

**V. SCHEDULING AND SCHEDULING.**

1. ALL SCHEDULING SHALL BE PERFORMED BY METHODS APPROVED BY THE ENGINEER OF RECORD AND ALL AGENCIES INVOLVED IN THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROVISION OF ALL TEMPORARY FACILITIES INCLUDING BUT NOT LIMITED TO: TEMPORARY OFFICE, STORAGE, AND BARRICADES.

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NOT FOR CONSTRUCTION

SHEET NO. 216700243  
C-1

ROLLY MARINE  
PRIVACY WALL  
GENERAL NOTES

ROLLY MARINE SERVICE, INC.  
2551 ST. RL. 84 (Mertha Mile)  
FORT LAUDERDALE, FL 33312

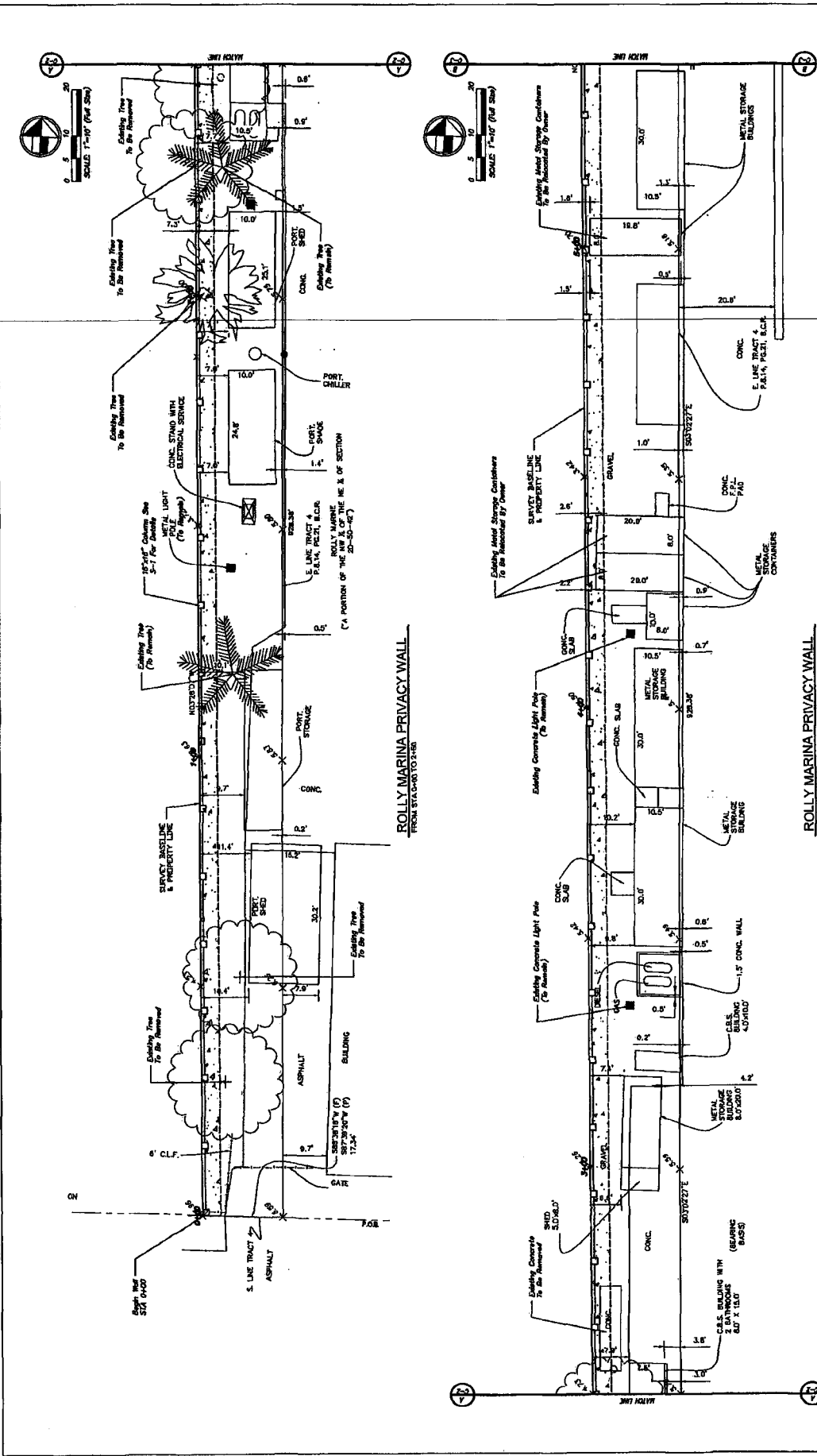
DATE:	March 15, 2013
DRAWN:	S.G.
DESIGNED:	H.A.
CHECKED:	T.M.G.
IN CHARGE:	T.M.G.
SCALE:	AS SHOWN



21301 Pecos Road, Suite 211, Boca Raton, FL 33433  
Phone: (561) 463-1319 Fax: (561) 463-1318  
California 4 Registration #001414

REVISIONS	DATE	APPROVED BY:

*[Handwritten signature]*



NOTE: ALL CONCRETE SLABS, STORAGE SHEDS,  
AND UTILITIES TO REMAIN UNLESS OTHERWISE  
NOTED.

NOT FOR CONSTRUCTION

SHEET NO.  
216700243

ROLLY MARINE  
PRIVACY WALL  
SITE PLAN

ROLLY MARINE SERVICE, INC.  
2551 SL RD. 84 (Marina Mile)  
FORT LAUDERDALE, FL 33312

DATE:	March 18, 2013
DRAWN:	S.G.
CHECKED:	J.A.
DATE:	7/10/13
DATE:	7/10/13
DATE:	7/10/13

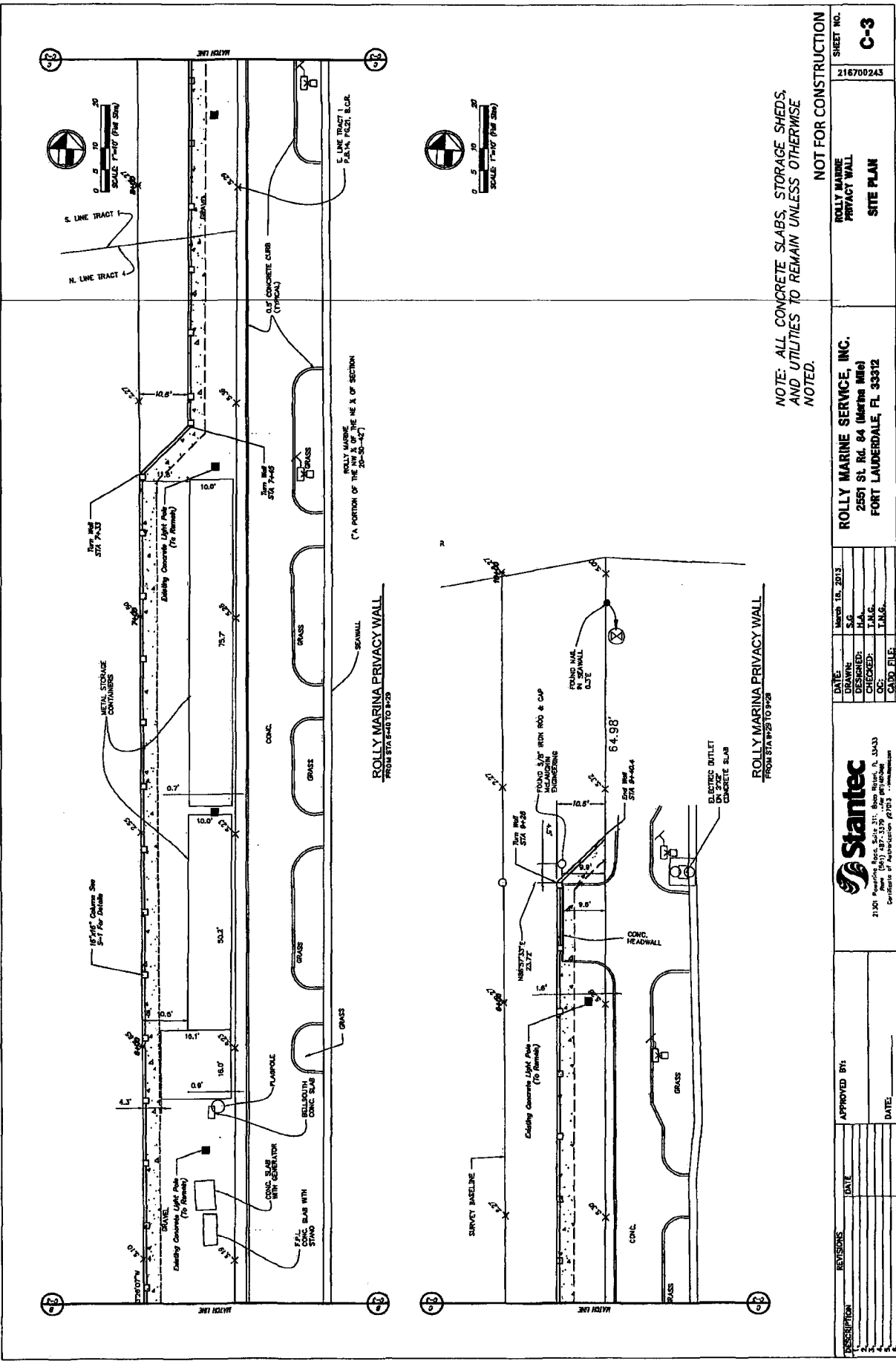


7280 Peninsula Road, Suite 201, Boca Raton, FL 33433  
CONFERENCE OF AUTHORITY #1703

REVISIONS	DATE	APPROVED BY:	DATE:

40





NOTE: ALL CONCRETE SLABS, STORAGE SHEDS,  
AND UTILITIES TO REMAIN UNLESS OTHERWISE  
NOTED.

NOT FOR CONSTRUCTION

SHEET NO.  
216700243

ROLLY MARINE  
PRIVACY WALL  
SITE PLAN

ROLLY MARINE SERVICE, INC.  
2551 ST. RD. 84 (Marina Mile)  
FORT LAUDERDALE, FL 33312

DATE:	March 15, 2013
DRAWN:	S.G.
CHECKED:	J.A.
DATE:	1/16/13
SCALE:	1/8" = 1'-0"
FILE:	

**Stantec**  
 1301 Peachtree Ave., Suite 211, Boca Raton, FL 33433  
 CONFIDENTIAL

APPROVED BY:	DATE:

REVISIONS	DATE

40

**GENERAL NOTES**

1. ALL CONSTRUCTION SHALL ADHERE TO THE FLORIDA BUILDING CODE - 2010.
2. CONTRACTOR, SUBCONTRACTOR, SUPPLIER, ETC. SHALL VERIFY ALL DIMENSIONS, CONDITIONS AT JOB SITES, PLANS, SPECIFICATIONS, ETC. PRIOR TO STARTING ANY WORK AND NOTIFY OWNER IMMEDIATELY IN WRITING OF ANY AND ALL DISCREPANCIES. SHALL VERIFY THE DIMENSIONS, CONDITIONS, MATERIALS, ETC. PRIOR TO STARTING ANY WORK.
3. MANUFACTURER'S RECOMMENDATIONS AND SPECIFICATIONS SHALL BE INSTALLED TO ALL MATERIALS AND METHODS.
4. ANY CHANGES, REVISIONS, ALTERATIONS, ETC. REQUIRED TO THESE PLANS, DRAWINGS, SPECIFICATIONS, ETC. SHALL BE REQUESTED BY WRITING ONLY BY THE CONTRACTOR OR THE OWNER TO THE ARCHITECT.
5. THE STRUCTURE HAS BEEN DESIGNED IN ACCORDANCE WITH THE BUILDING CODE AND/OR MORE STRINGENT REQUIREMENTS. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF AISC, ACI, AND ALL APPLICABLE AND PERTINENT CODES AND REGULATIONS.
6. ALL CONCRETE WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF AISC, ACI, AND ALL APPLICABLE AND PERTINENT CODES AND REGULATIONS.
7. CONCRETE COVER REQUIRED AS FOLLOWS (UNLESS OTHERWISE NOTED):  
 FORMED EXPOSED TO WEATHER: 1" MINIMUM  
 ALL OTHER: 3/4" MINIMUM  
 REINFORCED CONCRETE SHOULD HAVE 90 DAY COMPRESSIVE STRENGTH OF FC = 3000.  
 ALL CONCRETE SHALL BE RETEMPERED AFTER IT HAS TAKEN AN INITIAL SET NOR SHALL ANY BATCH OF CONCRETE THEREOF BE RE-TEMPERED AT ANY TIME. ALL CONCRETE SHALL BE PROTECTED FROM FREEZING TEMPERATURES.  
 CONCRETE JUMP SHALL BE BETWEEN 5" TO 7" AS REQUIRED BY AISC CH-11.  
 LAP STEEL MINIMUM OF 30 BAR DIAMETERS + 6".
8. ALL REINFORCED CONCRETE SHOULD HAVE 90 DAY COMPRESSIVE STRENGTH OF FC = 3000.
9. NO CONCRETE SHALL BE RETEMPERED AFTER IT HAS TAKEN AN INITIAL SET NOR SHALL ANY BATCH OF CONCRETE THEREOF BE RE-TEMPERED AT ANY TIME. ALL CONCRETE SHALL BE PROTECTED FROM FREEZING TEMPERATURES.
10. CONCRETE JUMP SHALL BE BETWEEN 5" TO 7" AS REQUIRED BY AISC CH-11.
11. LAP STEEL MINIMUM OF 30 BAR DIAMETERS + 6".

**REINFORCED CONCRETE MASONRY**

1. MASONRY CONSTRUCTION SHALL CONFORM TO AIA "BUILDING CODE REQUIREMENTS FOR MASONRY STRUCTURES" (ANSI 500-104) AND AIA "MASONRY CONSTRUCTION" (ANSI 500-104) AND AIA "MASONRY CONSTRUCTION" (ANSI 500-104).
2. USE TYPE S MORTAR WITH A MINIMUM DESIGN COMPRESSIVE STRENGTH OF 2500 PSI UNLESS OTHERWISE NOTED OTHERWISE.
3. MASONRY UNITS SHALL CONFORM TO ASTM C-90 WITH A MINIMUM COMPRESSIVE STRENGTH OF 2000 PSI UNLESS OTHERWISE NOTED OTHERWISE.
4. PROVIDE SMOOTH AND FINISHED REINFORCED CONCRETE VERTICAL CELLS IN ALL MASONRY AS SPECIFIED ON THESE PLANS. UNLESS NOTED OTHERWISE, THESE REINFORCED CELLS SHALL BE THE SAME AS THE REINFORCED CELLS SPECIFIED ON THESE PLANS. UNLESS OTHERWISE NOTED OTHERWISE, ALL REINFORCED CELLS SHALL BE THE SAME AS THE REINFORCED CELLS SPECIFIED ON THESE PLANS. UNLESS OTHERWISE NOTED OTHERWISE, ALL REINFORCED CELLS SHALL BE THE SAME AS THE REINFORCED CELLS SPECIFIED ON THESE PLANS.
5. PROVIDE REINFORCED CONCRETE CORNER BARS OF SAME TOTAL AREA AS HORIZONTAL REINFORCING OR AS SPECIFIED ON THESE PLANS. ONE CORNER BAR SHALL RUN OUTSIDE OF ANY VERTICAL STEEL REINFORCING IN EACH CELL.
6. PROVIDE FULL HEIGHT REINFORCING AROUND ALL REINFORCED CONCRETE CELLS TO BE GROUDED TO THE FULL HEIGHT OF THE CELL. PROVIDE FULL HEIGHT REINFORCING AROUND ALL REINFORCED CONCRETE CELLS TO BE GROUDED TO THE FULL HEIGHT OF THE CELL.
7. REINFORCING FOR MASONRY SHALL CONFORM TO ASTM A-36, A-36, A-36, OR PROVIDE THE EQUIVALENT. UNLESS NOTED OTHERWISE ON THESE PLANS.
8. PROVIDE FULL HEIGHT REINFORCING AROUND ALL REINFORCED CONCRETE CELLS TO BE GROUDED TO THE FULL HEIGHT OF THE CELL.
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**NOT FOR CONSTRUCTION**

ROLLY MARINE  
PRIVACY WALL  
STRUCTURAL DETAILS

SHEET NO.  
**S-1**

216700243

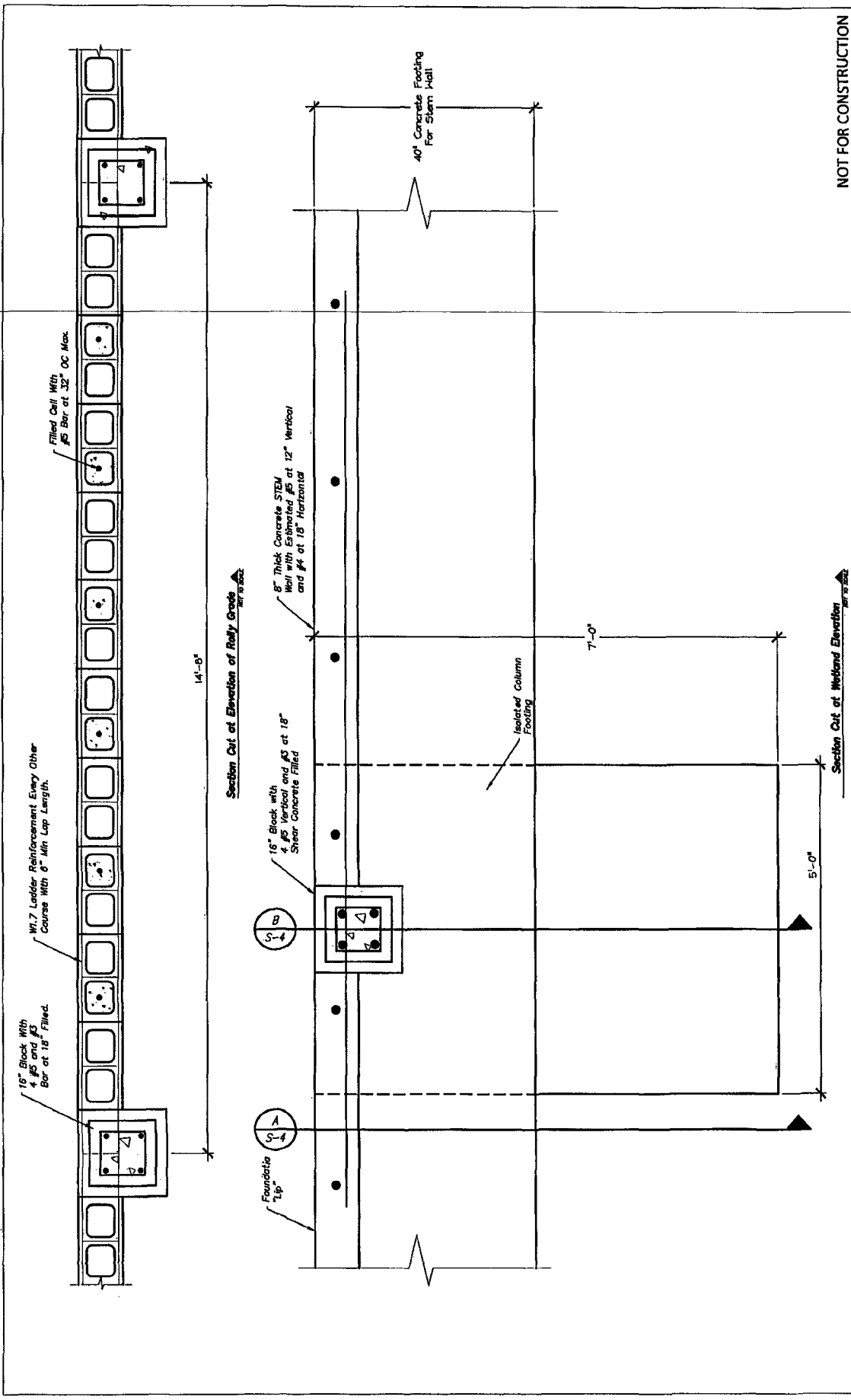
**ROLLY MARINE SERVICE, INC.**  
2551 ST. RD. 64 (Mithra Mile)  
FORT LAUDERDALE, FL 33312

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**Stantec**

7200 Peachtree Road, Suite 210, Boca Raton, FL 33433  
A Division of Halliburton Energy Services, Inc.

*[Handwritten Signature]*



NOT FOR CONSTRUCTION

SHEET NO. 216700243

ROLLY MARINE PRIVACY WALL STRUCTURAL DETAILS S-2

ROLLY MARINE SERVICE, INC.  
2551 SL BL 84 (Marine Mile)  
FORT LAUDERDALE, FL 33312

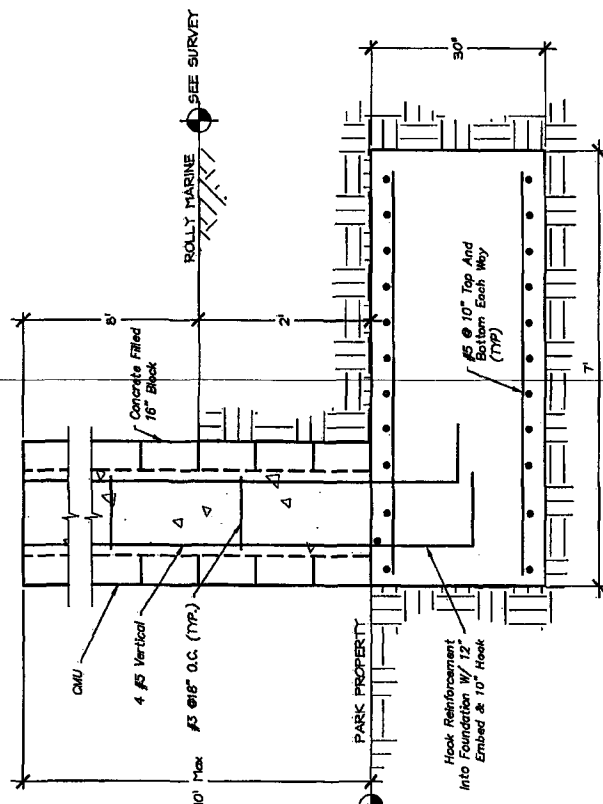
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DRAWN:	S.G.
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**Stantec**  
2100 Peninsula Road, Suite 311, Boca Raton, FL 33433  
Phone: (561) 995-2000  
Fax: (561) 995-2001  
www.stantec.com

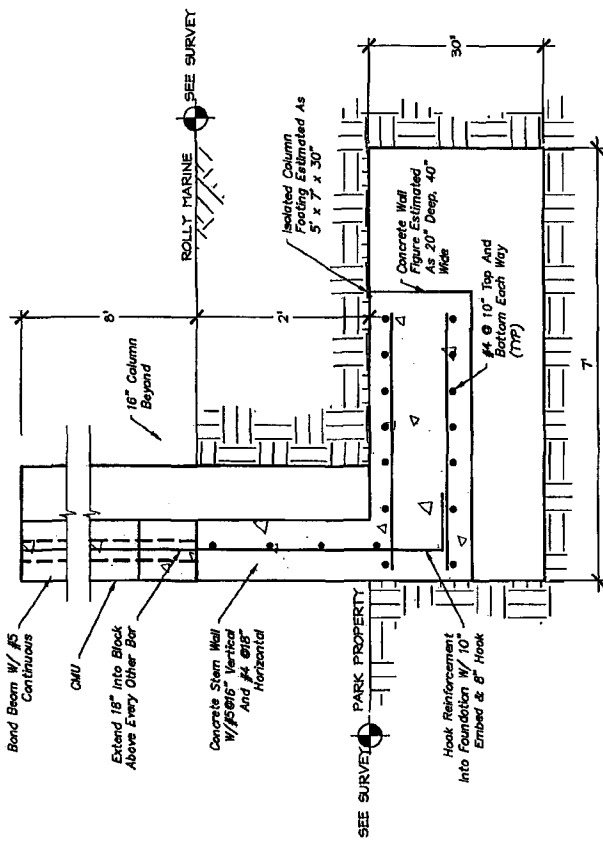
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B TYPICAL 16" COLUMN CROSS SECTION



A WALL AND FDN SECTION

NOT FOR CONSTRUCTION		SHEET NO. S-3	
ROLLY MARINE PRIVACY WALL		216700243	
STRUCTURAL DETAILS		ROLLY MARINE SERVICE, INC. 2551 ST. RL. 84 (Mertha Mile) FORT LAUDERDALE, FL 33312	
DATE:	March 15, 2013	DESIGNED BY:	J.M.A.
DRAWN BY:	S.G.	CHECKED BY:	T.M.G.
APPROVED BY:		DATE:	
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**Stantec**  
 21501 Poinsett Blvd., Suite 211, Boca Raton, FL 33433  
 Central Office of Administration #27013 - www.stantec.com

570

NPDES

Stormwater Pollution Prevention Plan (SWPPP)

The Contractor is required to adhere to the requirements of the National Pollution Discharge Elimination Act (NPDES). The contractor shall institute Best Management Practices (BMPs) to prevent sediment and other pollutants from entering the stormwater system. The NPDES permit requires that the contractor implement and maintain a Stormwater Pollution Prevention Plan (SWPPP) for the project. The SWPPP shall be approved by the Florida Department of Environmental Protection (FDEP) prior to construction.

**Section 1.0: General**  
 1.1. The SWPPP shall be approved by the FDEP prior to construction.  
 1.2. The SWPPP shall be updated as needed during the construction process.

**Section 2.0: Erosion Control**  
 2.1. Erosion control measures shall be implemented to prevent soil erosion and sedimentation.  
 2.2. Erosion control measures shall include silt fences, sediment basins, and erosion control blankets.

**Section 3.0: Sedimentation Control**  
 3.1. Sedimentation control measures shall be implemented to prevent sediment from entering the stormwater system.  
 3.2. Sedimentation control measures shall include sediment basins, silt traps, and sediment filters.

**Section 4.0: Stormwater Management**  
 4.1. Stormwater management measures shall be implemented to prevent stormwater runoff from entering the stormwater system.  
 4.2. Stormwater management measures shall include stormwater detention basins, stormwater infiltration systems, and stormwater treatment systems.

**Section 5.0: Best Management Practices (BMPs)**  
 5.1. BMPs shall be implemented to prevent sediment and other pollutants from entering the stormwater system.  
 5.2. BMPs shall include silt fences, sediment basins, erosion control blankets, and stormwater management measures.

**Section 6.0: Inspection and Maintenance**  
 6.1. The contractor shall inspect and maintain all erosion control and sedimentation control measures.  
 6.2. Inspection and maintenance shall be performed on a regular basis during construction.

**Section 7.0: Training**  
 7.1. The contractor shall provide training to all construction workers on the SWPPP.  
 7.2. Training shall include the importance of the SWPPP and the specific requirements of the SWPPP.

**Section 8.0: Reporting**  
 8.1. The contractor shall report any violations of the SWPPP to the FDEP.  
 8.2. Reporting shall include the date, time, and location of the violation, and the corrective actions taken.

**Section 9.0: Record Keeping**  
 9.1. The contractor shall maintain records of all SWPPP activities.  
 9.2. Records shall include inspection and maintenance logs, training records, and reporting records.

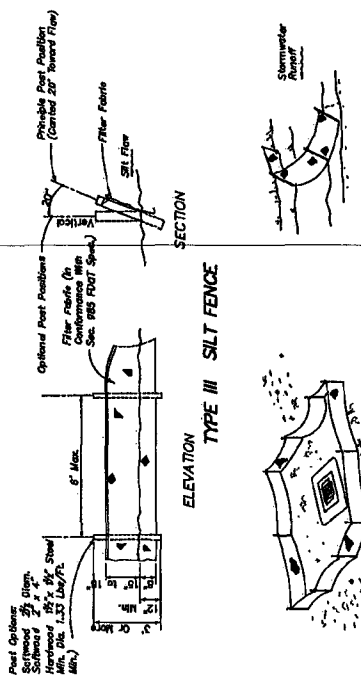
**Section 10.0: Compliance**  
 10.1. The contractor shall comply with all requirements of the NPDES permit.  
 10.2. Compliance shall be verified by the FDEP during construction.

**Section 11.0: Approval**  
 11.1. The SWPPP shall be approved by the FDEP prior to construction.  
 11.2. The SWPPP shall be updated as needed during the construction process.

**Section 12.0: Revision History**  
 12.1. The SWPPP shall be revised as needed during the construction process.  
 12.2. Revision history shall be maintained throughout the project.

**Section 13.0: Contact Information**  
 13.1. The contractor shall provide contact information for the SWPPP.  
 13.2. Contact information shall include the name, title, and phone number of the SWPPP coordinator.

1. A Silt Fencing Prevention Device (SFD) shall be constructed at locations indicated by the engineer for joints of areas from which runoff is expected to occur. The SFD shall be constructed from a material that is at least 2" thick, 2' high, and made of a material that is resistant to impact and will not be displaced by the wind or other forces.
2. The Contractor may propose an alternative technique to minimize the volume of sediment, or to be substituted with the approval of the engineer. The alternative must be reviewed and approved by the engineer prior to the start.
3. All materials spilled, dropped, or treated with purple roads shall be removed immediately if it is observed by the Engineer.
4. SFDs shall be installed in accordance with Section 801-2.3. A SFD shall be installed in a trench that is not less than 6" deep and 12" wide. The SFD shall be installed in a trench that is not less than 6" deep and 12" wide. The SFD shall be installed in a trench that is not less than 6" deep and 12" wide.
5. The sediment pit shall provide a retention volume of 3000 cubic feet of sediment. The SFD shall be installed in a trench that is not less than 6" deep and 12" wide. The SFD shall be installed in a trench that is not less than 6" deep and 12" wide.
6. The SFD shall be installed in a trench that is not less than 6" deep and 12" wide. The SFD shall be installed in a trench that is not less than 6" deep and 12" wide.
7. Allered end sections are not required when the sediment pit is installed in a trench that is not less than 6" deep and 12" wide.
8. The SFD shall be installed in a trench that is not less than 6" deep and 12" wide. The SFD shall be installed in a trench that is not less than 6" deep and 12" wide.
9. A SFD shall be installed in a trench that is not less than 6" deep and 12" wide. The SFD shall be installed in a trench that is not less than 6" deep and 12" wide.
10. The sediment pit shall be installed in a trench that is not less than 6" deep and 12" wide. The sediment pit shall be installed in a trench that is not less than 6" deep and 12" wide.



SECTION  
 ELEVATION  
**TYPE III SILT FENCE**

Note: Specify for Type III Fence to be in accordance with Item 1122, Sheet 3 of 3  
 Type III Silt Fence

Note: Do not deploy in a manner that will cause soil to be blown across adjacent property. Do not use in areas where wind speed is greater than 15 mph and gusts are used of permanent holes of water.

**SILT FENCE APPLICATIONS**

- Type II Silt Fence Protection Around Ditch Bottoms Walls.
- Type III Silt Fence Protection Around Ditch Bottoms Walls.

NOT FOR CONSTRUCTION

ROLLY MARINE PRIVATE WALL	SHEET NO.
STORM WATER PREVENTION PLAN	216770243

ROLLY MARINE SERVICE, INC.  
 2551 ST. RD. 84 (MARTIN AVE.)  
 FORT LAUDERDALE, FL 33312

DATE:	March 18, 2013
DRAWN:	S.O.
DESIGNED:	J.A.G.
CHECKED:	J.A.G.
QC:	J.A.G.
CARD FILE:	

**Stantec**  
 7150 Phillips Road, Suite 100, Fort Lauderdale, FL 33309  
 Phone: (954) 493-5370 Fax: (954) 493-5370  
 Website: www.stantec.com  
 Certificate of Registration #2701 - Environmental

APPROVED BY:	DATE:

REVISIONS	DATE

