



County Commission

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Meeting Agendas

AI- 18167

22.

Broward County Commission Public Hearing

Meeting Date: 12/09/2014
Director's Name: Joni Armstrong Coffey
Department: County Attorney

Requested Action

MOTION TO CONSIDER approval of a Resolution No. 2014-752 necessary for a tri-party exchange of real property pursuant to the June 25, 2013, agreement (the "Agreement") between Broward County, City of Dania Beach (the "City"), and Rolly Marine Service Company ("Rolly"). Pursuant to the Agreement, the County would convey to the City the property described on Exhibit "A" to the Deed that is attached hereto as Exhibit 1, which property would subsequently be reconveyed by the City to Rolly. Also pursuant to the Agreement, Rolly would convey to the County the property described on Exhibit "A" to the Deed that is attached hereto as Exhibit 2, which property would be used by the County for certain public park purposes. The terms and conditions of the exchange are fully described in the Agreement which has previously been approved by the Board, a copy of which is attached hereto as Exhibit 3. **(The exchanged properties lie within Commission Districts 5 and 7)**

ACTION: (T-5:17 PM) Approved. (Refer to minutes for full discussion.) (See Yellow-Sheeted Additional Material, dated December 9, 2014, submitted by the Office of the County Attorney.)

VOTE: 6-2. Commissioner Holness and Vice Mayor Kiar voted no. Commission District 2 is open.

Why Action is Necessary

A public hearing is required to consummate this proposed real property transaction.

What Action Accomplishes

If the Agreement is fully effectuated, it would result in the County's acquisition of park property, Resolution of a longstanding property border issue, and full Resolution of pending litigation.

Is this Action Goal Related

 Established Commission Goal

Previous Action Taken

Summary Explanation/Background

THE OFFICE OF THE COUNTY ATTORNEY, THE PARKS AND RECREATION DIVISION, AND THE PUBLIC WORKS DEPARTMENT/FACILITIES MANAGEMENT DIVISION/REAL PROPERTY SECTION RECOMMEND APPROVAL OF THIS ITEM.

The contemplated property exchange would further the Commission goal of "...maintaining and enhancing a premier system of parks...."

Due to a surveying error, Rolly believed it owned a narrow strip of property within and along the eastern boundary of Secret Woods Park. Rolly has been using that strip of property since 1973. It is substantially paved over and built upon, and is deemed by Rolly to be essential to its business operations on the adjacent property owned by Rolly. Because the strip of property has never been used, and is currently unfit for use, as park property, the County, City (the municipality in which Secret Woods Park is located), and Rolly entered into the Agreement pursuant to which:

1. The County would convey to the City, which would subsequently reconvey to Rolly, 16,857 square feet (0.387 acres) within Secret Woods Park. Aside from the strip of property currently occupied by Rolly, limited other property within Secret Woods Park is being conveyed (and is included with the referenced legal description and 0.387 acres) to create a more regular boundary between Secret Woods Park and Rolly's property and to allow construction of the barrier referenced below. County parks and environmental staff, together with the Office of the County Attorney, have worked to minimize the amount of property conveyed to Rolly and to minimize the impact to trees and wetlands;

2. Rolly would convey to the County property currently owned by Rolly, consisting of 54,112 square feet (1.242 acres) adjacent to the Pine Island Ridge Natural Area. This property would be designated a "Natural Park Area" and would be restricted to certain "Park Purposes," consistent with Section 8.13 of the Broward County Charter (titled Broward County Park Preservation);

3. Rolly, at its sole expense, would construct a security/fire barrier between Secret Woods Park and Rolly's property; and

4. Full settlement and dismissal with prejudice of the pending litigation between Rolly and the County would be achieved.

All costs in connection with the Agreement and this property exchange (including surveying costs, title insurance costs, environmental inspection costs, and conveyance costs) will be paid by Rolly.

As required under Section 125.37, Florida Statutes, public notice of the proposed exchange was published once a week, for two weeks, in a newspaper of general circulation published within Broward County.

Fiscal Impact

Fiscal Impact/Cost Summary:

There is no fiscal impact associated with the exchange of parcels.

Attachments

Exhibit 1 - Draft deed from County to City

Exhibit 2 - Draft deed from Rolly to County

Exhibit 3 - Tri-party Exchange Agreement approved by Board on 5-14-13

Exhibit 4 - Notice of Exchange of Real Property

Exhibit 5 - Draft Resolution authorizing the exchange

Exhibit 6 - Aerial Location Maps

Additional Material - Information

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Resolution 2014-752

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA, AUTHORIZING THE EXCHANGE OF A PARCEL OF COUNTY-OWNED LAND LOCATED AT 2701 STATE ROAD 84, DANIA BEACH, FLORIDA, AND MEASURING APPROXIMATELY 16,857 SQUARE FEET, FOR A PARCEL OF LAND OWNED BY ROLLY MARINE SERVICE COMPANY LOCATED AT APPROXIMATELY 8990 SW 23 STREET, DAVIE, FLORIDA AND MEASURING APPROXIMATELY 54,112 SQUARE FEET; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Broward County ("County") is the owner in fee simple of a parcel of real property more particularly described in Exhibit "A" attached hereto and made a part hereof (the "County Property"); and

WHEREAS, Rolly Marine Service Company ("Rolly") is the owner in fee simple of a parcel of real property more particularly described in Exhibit "B" attached hereto and made a part hereof ("Rolly Property"); and

WHEREAS, the County desires to acquire the Rolly Property in exchange for the County Property, with the conveyance of the County Property to Rolly being made to resolve Rolly's unintentional encroachment, since approximately 1973, into Secret Woods Park, a County Park; and

WHEREAS, pursuant to § 125.37, Florida Statutes, "[w]henver, in the opinion of the board of county commissioners, the county holds and possesses any real property, not needed for county purposes, and such property may be to the best interest of the county exchanged for other real property, which the county may desire to acquire for

county purposes, the said board of county commissioners of any county is authorized and empowered to make such an exchange. Provided, however, before any exchange of property shall be effected, a notice, setting forth the terms and conditions of any such exchange of property, shall be first published, once a week for at least 2 weeks, in a newspaper of general circulation published in the county, before the adoption by the board of county commissioners of a resolution authorizing the exchange of properties"; and

WHEREAS, the Board of County Commissioners of Broward County, Florida (the "Board"), finds that the County Property is not needed for County purposes, and that it is in the best interests of the County to exchange the County Property for the Rolly Property, which the County desires for County park purposes; and

WHEREAS, a Notice, setting forth the terms and conditions of the exchange of the properties, attached hereto and made a part hereof as Exhibit "C," was published once a week for at least two weeks in a newspaper of general circulation published in the County, NOW, THEREFORE,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA:

Section 1. The recitals set forth in the preamble to this resolution are true, accurate, and incorporated herein by reference as though set forth in full hereunder.

Section 2. Pursuant to § 125.37, Florida Statutes, the Board authorizes the exchange of the County Property for the Rolly Property pursuant to the terms of the Agreement attached hereto as Exhibit "D."

Section 3. SEVERABILITY.

If any portion of this Resolution is determined by any court to be invalid, the invalid portion shall be stricken, and such striking shall not affect the validity of the remainder of this Resolution. If any Court determines that this Resolution, or any portion hereof, cannot be legally applied to any individual(s), group(s), entity(ies), property(ies), or circumstance(s), such determination shall not affect the applicability hereof to any other individual, group, entity, property, or circumstance.

Section 4. EFFECTIVE DATE.

This Resolution shall become effective upon adoption.

ADOPTED this 9th day of December, 2014. #22-P.H

Approved as to form and legal sufficiency:
Joni Armstrong Coffey, County Attorney

By: /s/ Carlos Rodriguez-Cabarrocas 11/03/14
Carlos Rodriguez-Cabarrocas (Date)
Assistant County Attorney

EXHIBIT "A"

LEGAL DESCRIPTION:

A PORTION OF TRACTS 1 AND 4, PLAT OF A PART OF GOVERNMENT 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 16,857 SQUARE FEET (0.387 ACRES) MORE OR LESS.

EXHIBIT "A" - Continued

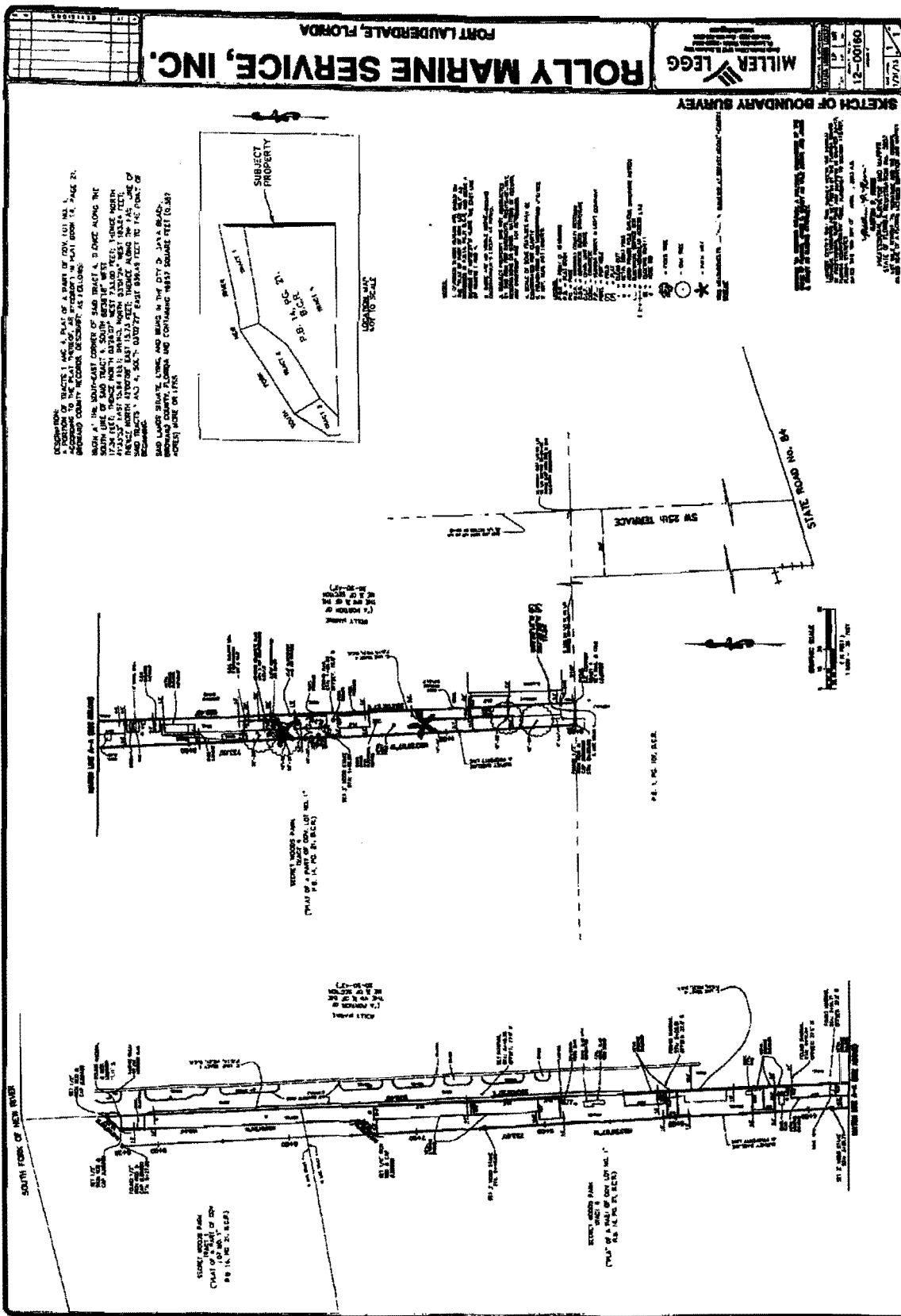


EXHIBIT "B"

LEGAL DESCRIPTION:

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 24th 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 24th Street;

thence South 01° 51' 10" East on the East line of said vacated Southwest 24th 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;

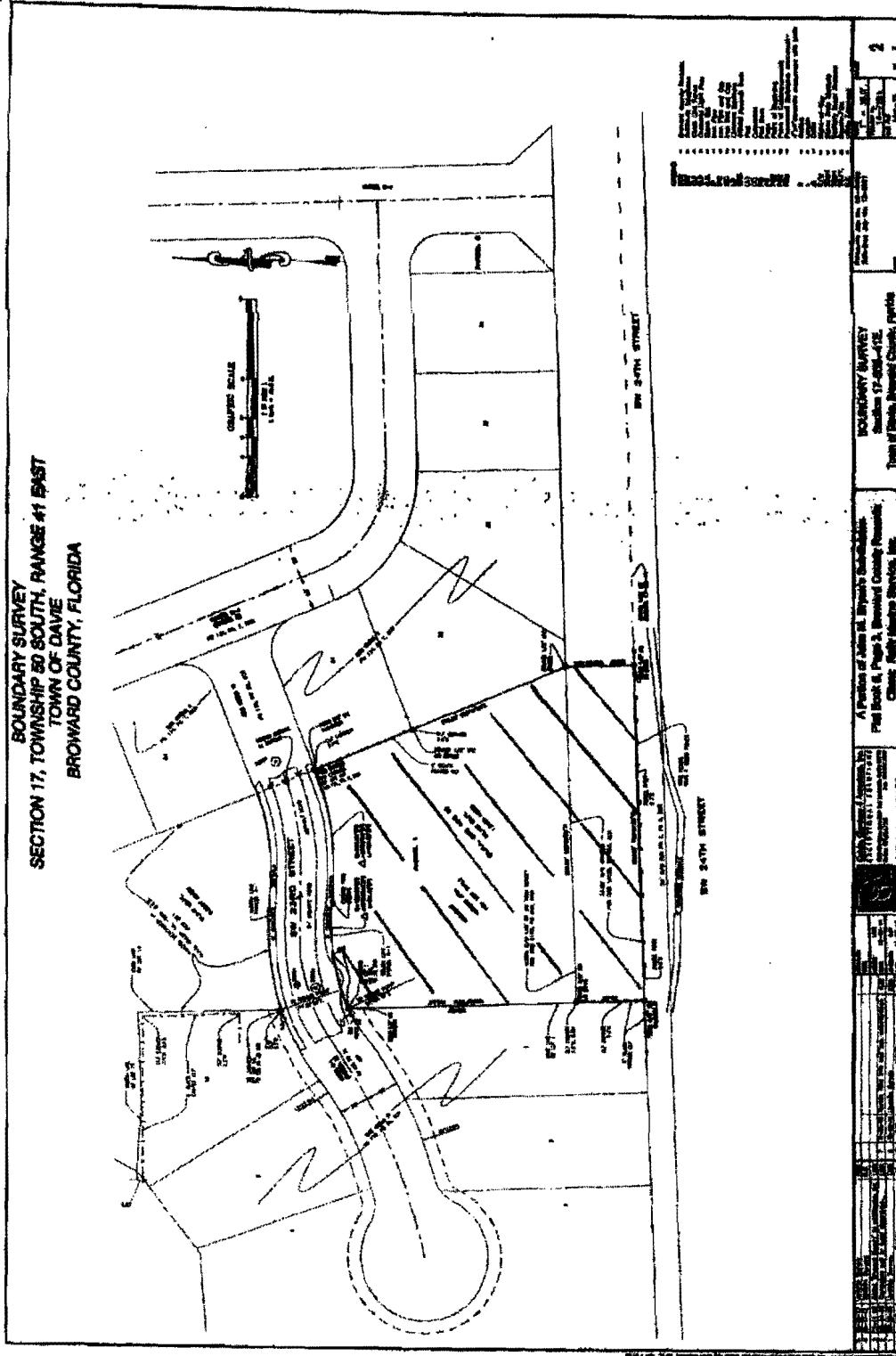
thence Easterly on said South line of Parcel R-1 and on the arc of said curve having a radius of 150.00 feet, a central angle of 31° 03' 48" for an arc distance of 81.32 feet to a point of a reverse curve with a curve concave to the North;

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 on ore distance of 101.23 feet to the Paint 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.

EXHIBIT "B" - Continued



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BOUNDARY SURVEY
 Section 17, 2008-112
 Town of Davie, Broward County, Florida

A Part of John H. Brown's Subdivision
 Plat Book 8, Page 3, Broward County Records
 Case No. 2008-112



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EXHIBIT "C"

NOTICE OF EXCHANGE OF REAL PROPERTY

Notice is hereby given by the Board of County Commissioners of Broward County that said Board will hold a public hearing at 2:00 p.m. on Tuesday, December 9, 2014, in the Broward County Governmental Center, 115 S. Andrews Avenue, Room 422, Fort Lauderdale, Florida, to consider the exchange of a portion of real property owned by Broward County, located at 2701 State Road 84 in Dania Beach, Florida, measuring approximately 16,857 square feet, for a portion of real property owned by Rolly Marine Service Company, located at approximately 8990 SW 23 Street in Davie, Florida (folio no. 504117000018) measuring approximately 54,112 square feet. The agreement for this exchange, which contains all terms and legal descriptions, is available for inspection at the Broward County Governmental Center, Real Property Section, 115 S. Andrews Avenue, Room 326, Fort Lauderdale, Florida, between 8:30 a.m. and 5:00 p.m., Monday through Friday. If due to a disability you require auxiliary aids, accommodations, or alternative formats of materials to participate in a public hearing or meeting, contact the Real Property Section at (954) 357-6826, or the Broward County Call Center TDD Line at (954) 370-3745. Please make accommodation requests at least three (3) days in advance.

Dated this _____ day of _____ A.D., 20____.

Instructions:

A. Publish twice; (2) times: once on Wednesday November 19, 2014, and once on Wednesday November 26, 2014

B. Send two (2) proofs of publication to each of the following two (2) offices:

(1) M. Andrée Hammond
Real Property Section
115 S. Andrews Avenue, Room 326
Fort Lauderdale, FL 33301

(2) Mary Anne Darby, Deputy Clerk
Records, Taxes and Treasury Division
115 S. Andrews Avenue, Room 336U
Fort Lauderdale, FL 33301

C. Send one (1) proof of publication and invoice to:

Board of County Commissioners
Accounting Division, Room 201
Governmental Center
115 S. Andrews Avenue
Fort Lauderdale, FL 33301

EXHIBIT "D"

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, 17th 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 17th 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, with a copy to Andrew Meyers, the County's Chief Appellate Counsel, at 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, with a copy to Justin Leto, Rolly's attorney, at 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.

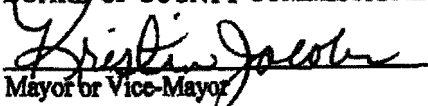
IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY, through its Board of County Commissioners, signing by and through its Mayor or Vice Mayor, authorized to execute same by Board action on the 14th day of May, 2013; the CITY 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 25 day of June, 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

14th 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:

Judith Felicetty

Signature

Judith Felicetty

PRINT Name

Juan Lampkin

Signature

Juan Lampkin

PRINT Name

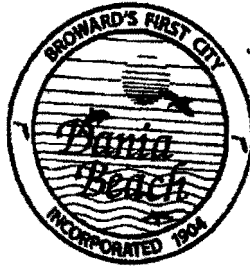
[Handwritten Signature]

WALTER B. DUKE, III
MAYOR

Dated on June 25, 2013

ATTEST:

for Louise Stilson
LOUISE STILSON, CMC
CITY CLERK



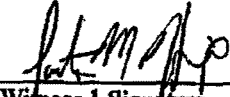
**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

[Handwritten Signature]
THOMAS J. ANSERO
CITY ATTORNEY

[Handwritten mark]

ROLLY MARINE SERVICES COMPANY, a Florida corporation

WITNESSES:



Witness 1 Signature

Jonathan M. Nixon

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°38'16" WEST 17.34 FEET; THENCE NORTH 03°28'07" WEST 733.00 FEET; THENCE NORTH 41°33'53" EAST 15.84 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.

14

EXHIBIT "B"

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 4, PAGE 3, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; TOGETHER WITH THE VACATED PORTION OF SOUTHWEST 24TH STREET AS DESCRIBED IN OFFICIAL RECORDS BOOK 16139, PAGE 67, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

(SITE 409B)

BEGINNING AT THE NORTHWEST CORNER OF LOT 24, 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 WHOLELY LINE OF SAID LOT 24 AND LOT 25, A DISTANCE OF 210.30 FEET TO THE NORTHEAST CORNER OF SAID VACATED SOUTHWEST 24TH STREET;

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

THENCE SOUTH 08°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 134, PAGE 34, 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 139.00 FEET, A CENTRAL ANGLE OF 31°03'40", FOR AN ARC DISTANCE OF 81.52 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 209.00 FEET, A CENTRAL ANGLE OF 29°06'00", 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 134, Page 34, both of the Public Records of Broward County, Florida.

[END-LEGAL DESCRIPTION]

HP

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)**

10

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 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 24TH STREET AS DESCRIBED IN OFFICIAL RECORDS BOOK 16136, PAGE 67, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; (ALL BEINGS 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°17'34" EAST ON THE WESTERLY LINE OF SAID LOT 34 AND LOT 25, A DISTANCE OF 218.30 FEET TO THE NORTHEAST CORNER OF SAID VACATED SOUTHWEST 24TH STREET;

THENCE SOUTH 0°51'18" EAST ON THE EAST LINE OF SAID VACATED SOUTHWEST 24TH STREET, A DISTANCE OF 53.60 FEET TO THE INTERSECTION WITH THE SOUTH LINE OF SAID SECTION 17;

THENCE SOUTH 8°09'39" WEST ON SAID SOUTH LINE OF SECTION 17, A DISTANCE OF 252.11 FEET TO THE SOUTHEAST CORNER OF LOT 1, OAK KNOLL II, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 134, PAGE 36, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA;

THENCE NORTH 0°51'18" WEST ON THE EAST LINE OF SAID LOT 1, A DISTANCE OF 218.92 FEET TO THE NORTHEAST CORNER OF SAID LOT 1, SAID POINT ALSO BEING LOCATED ON THE SOUTH LINE OF PARCEL B-1 OF SAID OAK KNOLL II, SAID POINT ALSO BEING LOCATED ON THE ARC OF A CURVE CONCAVE TO THE SOUTH AND FROM WHICH THE RADII POINT OF SAID CURVE BEARS SOUTH 24°21'37" EAST;

THENCE EASTERLY ON SAID SOUTH LINE OF PARCEL B-1 AND ON THE ARC OF SAID CURVE HAVING A RADIUS OF 136.60 FEET, A CENTRAL ANGLE OF 51°08'46", FOR AN ARC DISTANCE OF 61.52 FEET TO A POINT OF A REVERSE CURVE WITH A CURVE CONCAVE TO THE NORTH;

THENCE EASTERLY ON SAID SOUTH LINE OF PARCEL B-1 AND ON THE ARC OF SAID CURVE HAVING A RADIUS OF 268.80 FEET, A CENTRAL ANGLE OF 23°09'09", 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 B-1 of Oak Knoll II, according to the plat thereof, as recorded in Plat Book 134, Page 7, and Parcel B-1 of Oak Knoll II, according to the plat thereof, as recorded in Plat Book 134, Page 36, both of the Public Records of Broward County, Florida.

[END-LEGAL DESCRIPTION]

(140)

Ex. E

PROJECT

Rolly Marine Privacy Wall

CLIENT

Rolly Marine Service, INC.

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



Stantec

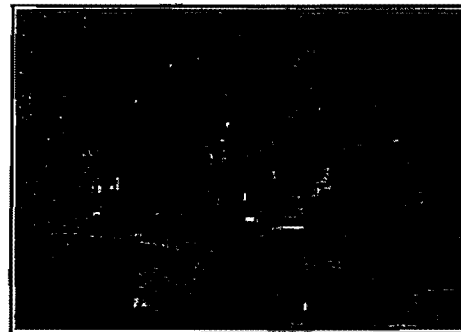
Rolly Marine Service, INC.
Fort Lauderdale, FL
Privacy Wall

Prepared for:
Rolly Marine Service, INC.

March, 2013
Project # 216700243

DRAWING INDEX

| SHEET | DRAWING TITLE |
|-------|---|
| D-0 | COVER SHEET |
| 01-1 | EXISTING CONDITIONS |
| 01-2 | 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 |
| SWP-1 | STORMWATER POLLUTION PREVENTION DETAILS |



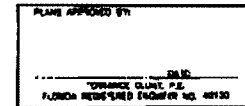
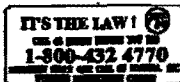
PROJECT LOCATION

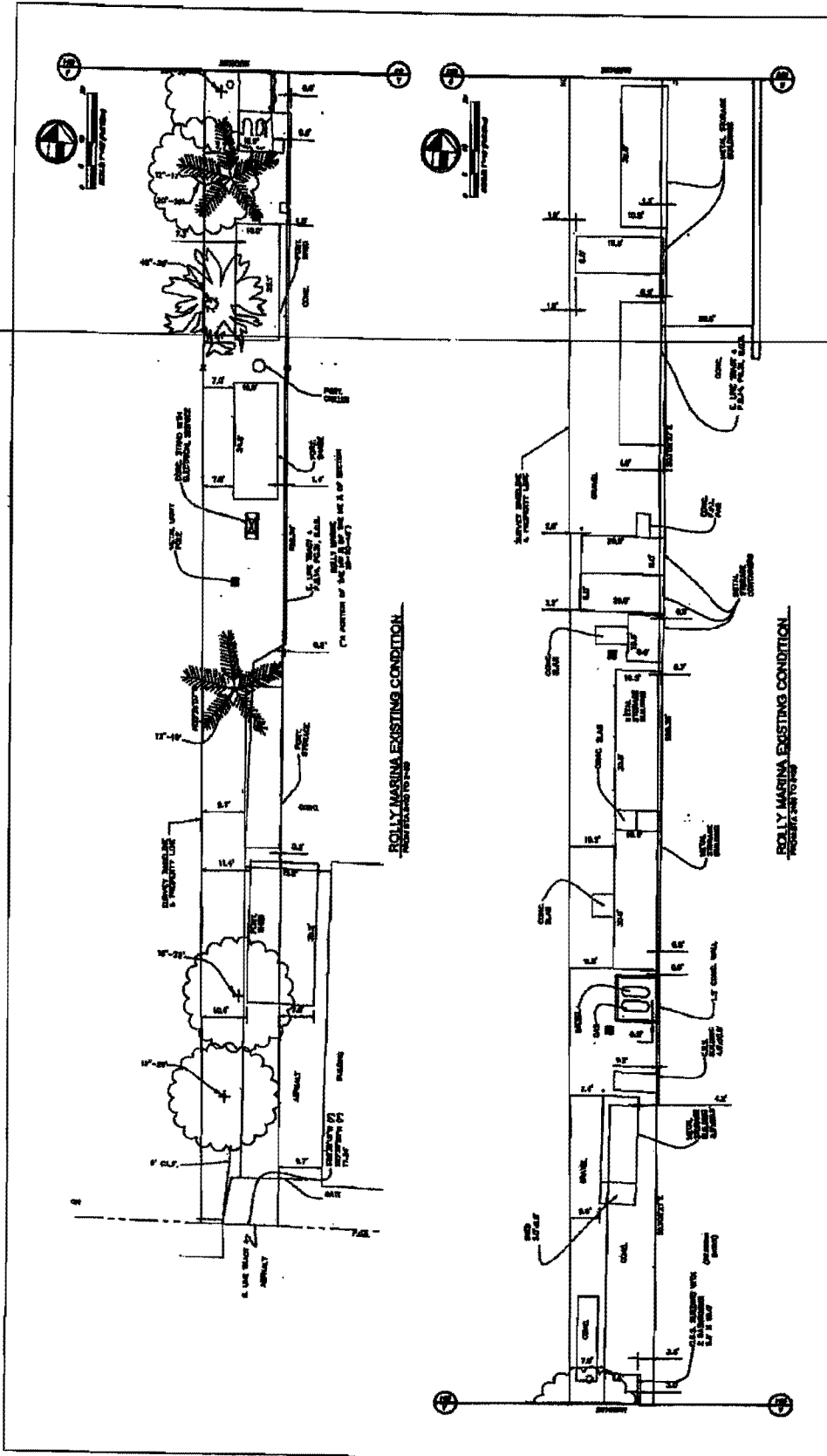
LOCATION MAP

NOT FOR CONSTRUCTION



PROJECT LOCATION





NOT FOR CONSTRUCTION
 ROLLY MARINA
 EXISTING SITE CONDITIONS

ROLLY MARINE SERVICE, INC.
 2801 S.W. 84 STREET MIAMI
 FORT LAUDERDALE, FL 33322

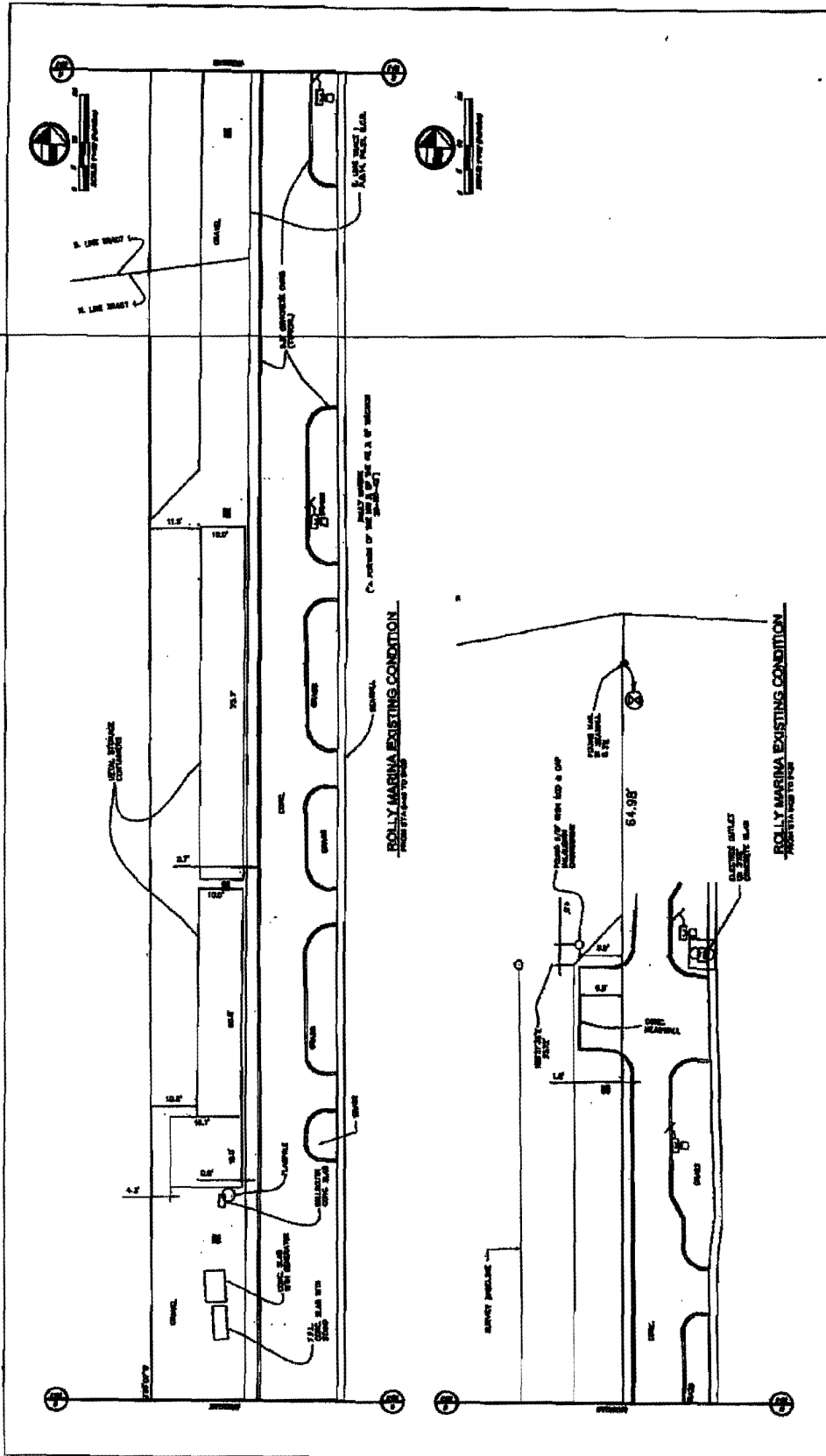
| | |
|-------------|---------------|
| DATE | NOV. 18, 2011 |
| BY | J.A. |
| CHECKED | J.A. |
| SCALE | AS SHOWN |
| PROJECT NO. | 2011-001 |

Starbuc
 1100 N.W. 11th St., Suite 200
 Fort Lauderdale, FL 33304
 Phone: (954) 571-1111
 Fax: (954) 571-1112

APPROVED BY: _____
 DATE: _____

| | | |
|-----|------|----------|
| NO. | DATE | REVISION |
| | | |
| | | |
| | | |

2



| | | | |
|----------------------------|--|-----------|--|
| NOT FOR CONSTRUCTION | | SHEET NO. | |
| ROLLY MARINE SERVICE WALL | | SU-2 | |
| EXISTING SITE CONDITIONS | | DATE | |
| ROLLY MARINE SERVICE, INC. | | DATE | |
| 2801 N. W. 84 STREET MIAMI | | DATE | |
| FORT LAUDERDALE, FL 33302 | | DATE | |
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| 2801 N. W. 84 STREET MIAMI | | DATE | |
| FORT LAUDERDALE, FL 33302 | | DATE | |

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GENERAL NOTES AND SPECIFICATIONS

1. MATERIALS:

- All materials shall be of the highest quality and shall conform to the specifications of the American Institute of Steel Construction, Inc. (AISC).
- All materials shall be of the highest quality and shall conform to the specifications of the American Institute of Steel Construction, Inc. (AISC).
- All materials shall be of the highest quality and shall conform to the specifications of the American Institute of Steel Construction, Inc. (AISC).

2. FABRICATION:

- All materials shall be of the highest quality and shall conform to the specifications of the American Institute of Steel Construction, Inc. (AISC).
- All materials shall be of the highest quality and shall conform to the specifications of the American Institute of Steel Construction, Inc. (AISC).
- All materials shall be of the highest quality and shall conform to the specifications of the American Institute of Steel Construction, Inc. (AISC).

3. ERECTION:

- All materials shall be of the highest quality and shall conform to the specifications of the American Institute of Steel Construction, Inc. (AISC).
- All materials shall be of the highest quality and shall conform to the specifications of the American Institute of Steel Construction, Inc. (AISC).
- All materials shall be of the highest quality and shall conform to the specifications of the American Institute of Steel Construction, Inc. (AISC).

4. PAINTING:

- All materials shall be of the highest quality and shall conform to the specifications of the American Institute of Steel Construction, Inc. (AISC).
- All materials shall be of the highest quality and shall conform to the specifications of the American Institute of Steel Construction, Inc. (AISC).
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5. TESTING:

- All materials shall be of the highest quality and shall conform to the specifications of the American Institute of Steel Construction, Inc. (AISC).
- All materials shall be of the highest quality and shall conform to the specifications of the American Institute of Steel Construction, Inc. (AISC).
- All materials shall be of the highest quality and shall conform to the specifications of the American Institute of Steel Construction, Inc. (AISC).

6. GENERAL:

- All materials shall be of the highest quality and shall conform to the specifications of the American Institute of Steel Construction, Inc. (AISC).
- All materials shall be of the highest quality and shall conform to the specifications of the American Institute of Steel Construction, Inc. (AISC).
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NOT FOR CONSTRUCTION

ROLLY MACHINE SERVICE, INC.
2801 P.O. Box 84
Punta Gorda, FL 33950

ROLLY MACHINE SERVICE, INC.
2801 P.O. Box 84
Punta Gorda, FL 33950

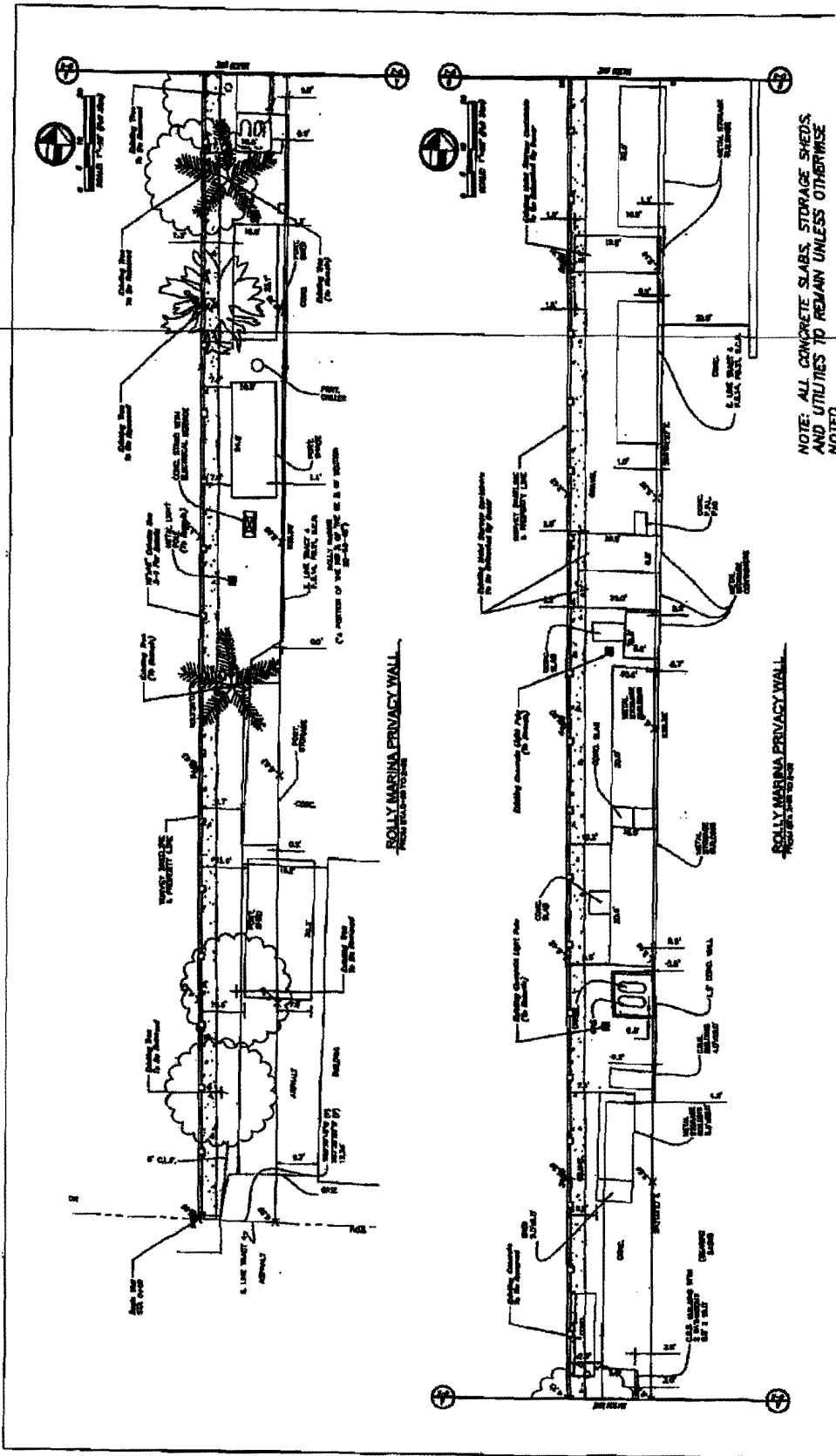
ROLLY MACHINE SERVICE, INC.
2801 P.O. Box 84
Punta Gorda, FL 33950

ROLLY MACHINE SERVICE, INC.
2801 P.O. Box 84
Punta Gorda, FL 33950

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2801 P.O. Box 84
Punta Gorda, FL 33950

ROLLY MACHINE SERVICE, INC.
2801 P.O. Box 84
Punta Gorda, FL 33950

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

NOT FOR CONSTRUCTION
 ROLLY MARINA
 PRIVACY WALL
 SITE PLAN

SHEET NO. 01070003
 C-2

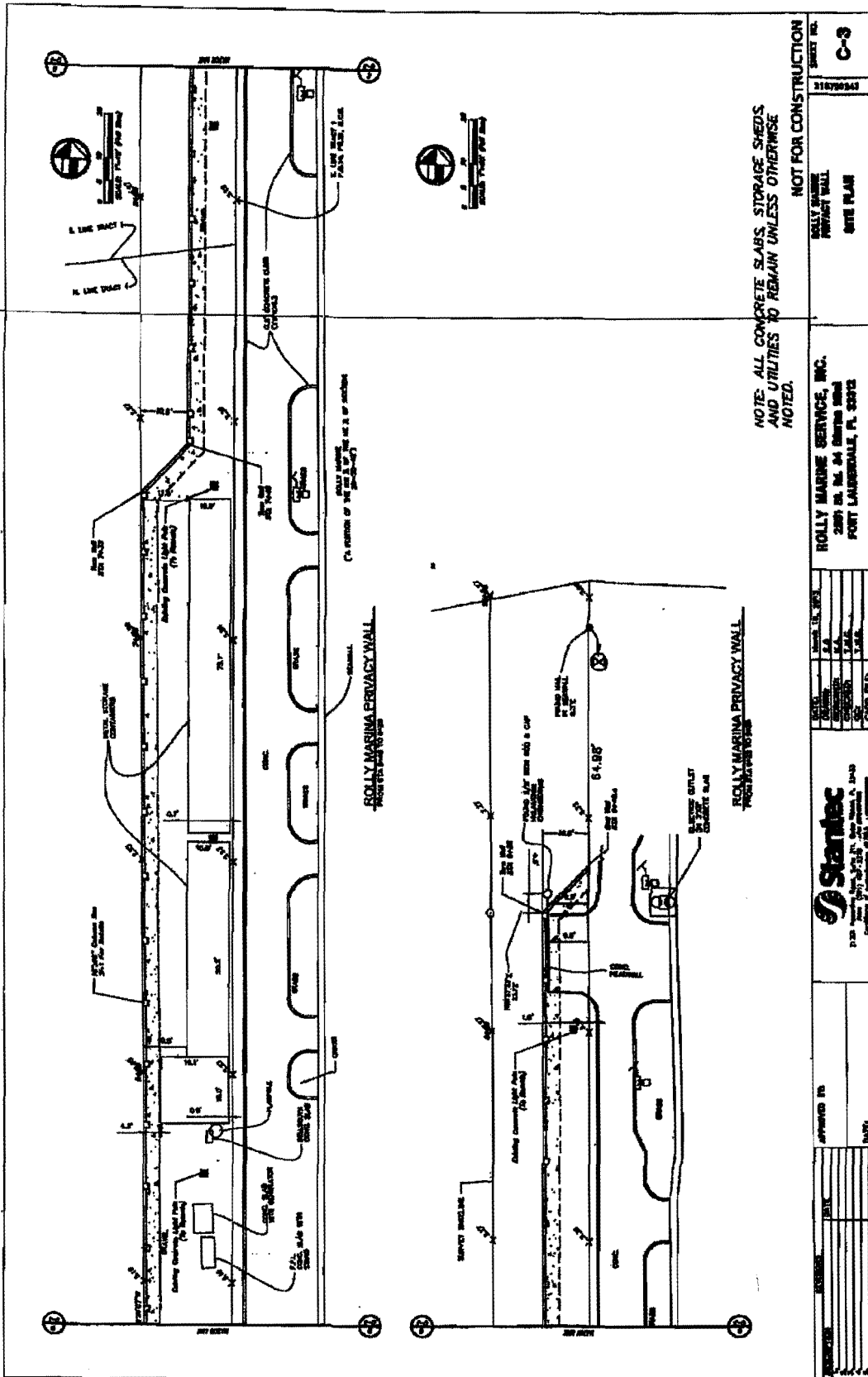
ROLLY MARINE SERVICE, INC.
 2001 S.W. 84 STREET
 FORT LAUDERDALE, FL 33308

| | |
|---------|---------------|
| DATE | NOV. 15, 2011 |
| BY | J.A. |
| CHECKED | J.A.A. |
| SCALE | AS SHOWN |

Startec
 P.O. Box 10000, Fort Lauderdale, FL 33310
 Phone: (954) 333-1000
 Fax: (954) 333-1001
 Website: www.startec.com

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

NOT FOR CONSTRUCTION

SHEET NO. 0-3

ROLLY MARINE PRIVACY WALL SITE PLAN

ROLLY MARINE SERVICE, INC.
2801 W. W. 24 AVENUE ROAD
FORT LAUDERDALE, FL 33322

| | |
|-------------|----------|
| DATE | 12/15/10 |
| BY | J.A. |
| CHECKED BY | J.A. |
| SCALE | AS SHOWN |
| PROJECT NO. | 2008 010 |

Stattec
P.O. Box 1000, Fort Lauderdale, FL 33301
Phone: 954.347.2121 Fax: 954.347.2122
www.stattec.com

APPROVED BY: [Signature]
DATE: 12/15/10

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| REVISION | DATE |
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NOT FOR CONSTRUCTION

ROLLY MARINE
PRINTING
STRUCTURAL DETAILS

210200043

SHEET NO.
S-1

ROLLY MARINE SERVICE, INC.
2081 ST. BL. 84 WASHINGTON
FORT LAUDERDALE, FL 33309

DATE: _____
BY: _____
CHECKED: _____
DATE: _____

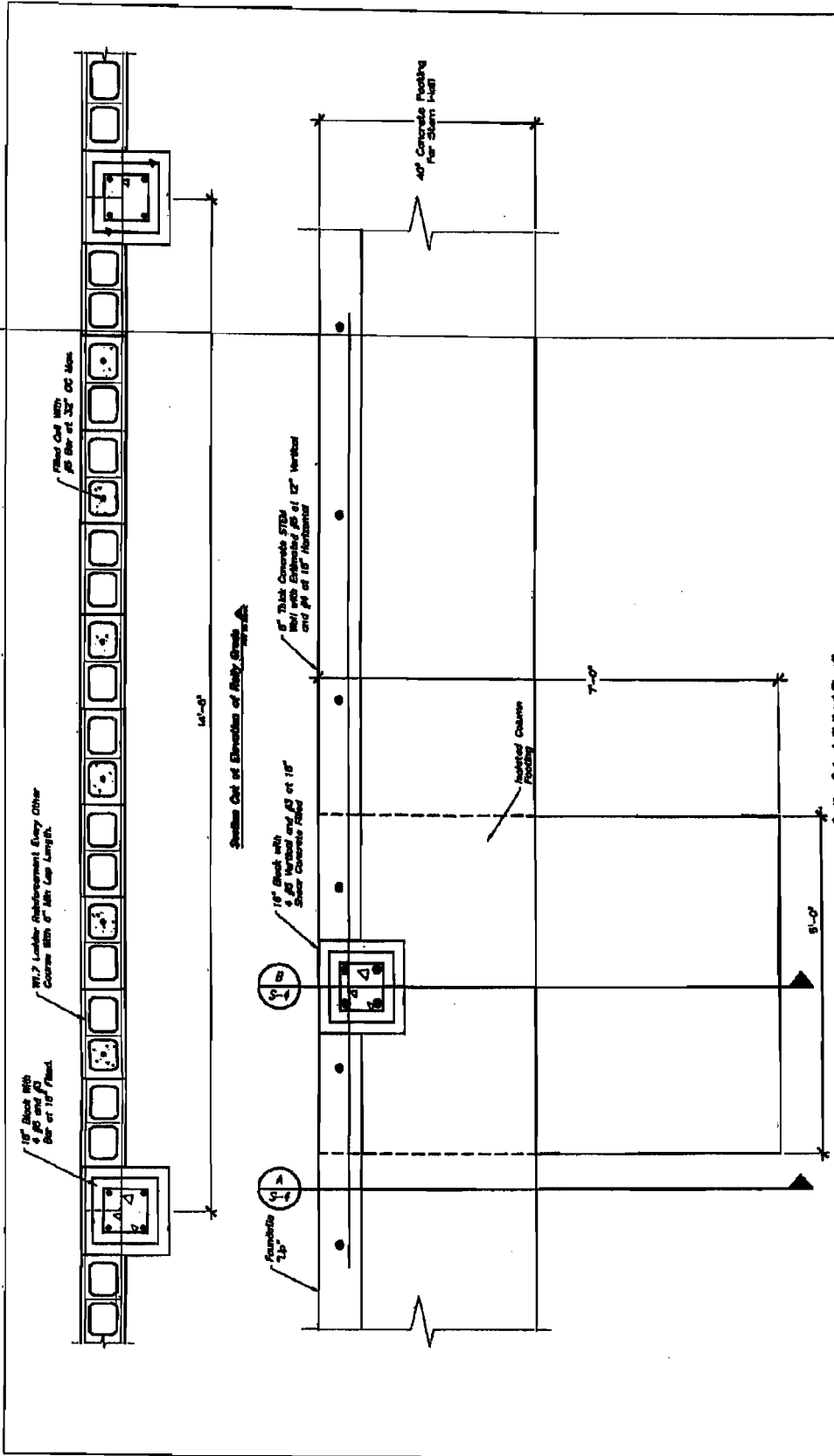


APPROVED BY: _____
DATE: _____

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| NOT FOR CONSTRUCTION SHEET NO. 8-2 PROJECT NO. 21070002 | |
| WALL TYPE PERMANENT WALL STRUCTURAL DETAILS | ROLLY MARINE SERVICE, INC. 2301 S.W. 24 STREET MIAMI FORT LAUDERDALE, FL 33312 |
| DATE: _____ DRAWN BY: _____ CHECKED BY: _____ APPROVED BY: _____ DATE: _____ | DATE: _____ DRAWN BY: _____ CHECKED BY: _____ APPROVED BY: _____ DATE: _____ |

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NOTES
Stormwater Pollution Prevention Plan (SWPPP)

1. The contractor shall be responsible for the implementation of the SWPPP at all construction sites. The SWPPP shall be approved by the local authority having jurisdiction (LHJ) before construction begins. The SWPPP shall be updated as needed throughout the project.

2. The contractor shall maintain a log of all SWPPP activities, including inspections, training, and corrective actions. This log shall be available for review by the LHJ at all times.

3. The contractor shall provide training to all employees and subcontractors on the SWPPP requirements. This training shall be documented and included in the SWPPP log.

4. The contractor shall install and maintain all required Best Management Practices (BMPs) to prevent sediment and other pollutants from leaving the construction site. BMPs shall be inspected and maintained throughout the project.

5. The contractor shall be responsible for obtaining and maintaining all necessary permits for the project. This includes permits for sediment control, erosion control, and stormwater management.

6. The contractor shall be responsible for the removal and disposal of all sediment and other pollutants from the site. This shall be done in accordance with all applicable regulations.

7. The contractor shall be responsible for the protection of all existing trees and vegetation on the site. This includes the installation of tree protection systems and the avoidance of tree removal.

8. The contractor shall be responsible for the protection of all existing structures and utilities on the site. This includes the installation of protective measures and the avoidance of damage.

9. The contractor shall be responsible for the protection of all existing roads and parking areas on the site. This includes the installation of protective measures and the avoidance of damage.

10. The contractor shall be responsible for the protection of all existing water bodies on the site. This includes the installation of protective measures and the avoidance of discharge.

11. The contractor shall be responsible for the protection of all existing wetlands on the site. This includes the installation of protective measures and the avoidance of discharge.

12. The contractor shall be responsible for the protection of all existing archaeological resources on the site. This includes the installation of protective measures and the avoidance of damage.

13. The contractor shall be responsible for the protection of all existing historical resources on the site. This includes the installation of protective measures and the avoidance of damage.

14. The contractor shall be responsible for the protection of all existing cultural resources on the site. This includes the installation of protective measures and the avoidance of damage.

15. The contractor shall be responsible for the protection of all existing natural resources on the site. This includes the installation of protective measures and the avoidance of damage.

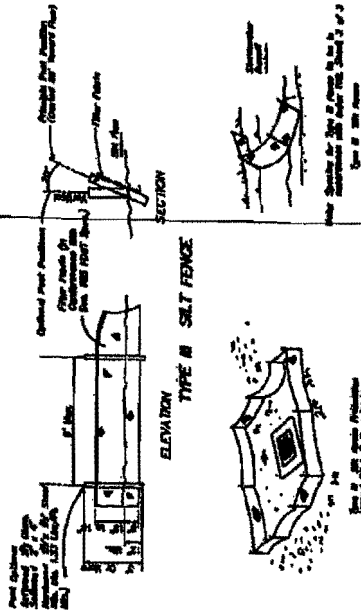
16. The contractor shall be responsible for the protection of all existing scenic resources on the site. This includes the installation of protective measures and the avoidance of damage.

17. The contractor shall be responsible for the protection of all existing aesthetic resources on the site. This includes the installation of protective measures and the avoidance of damage.

18. The contractor shall be responsible for the protection of all existing recreational resources on the site. This includes the installation of protective measures and the avoidance of damage.

19. The contractor shall be responsible for the protection of all existing educational resources on the site. This includes the installation of protective measures and the avoidance of damage.

20. The contractor shall be responsible for the protection of all existing religious resources on the site. This includes the installation of protective measures and the avoidance of damage.

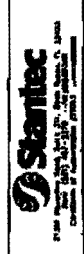


ELEVATION
TYPE 'A' SILT FENCE

NOT FOR CONSTRUCTION
 SHEET NO. SWPP-1
 STORM WATER PREVENTION PLAN

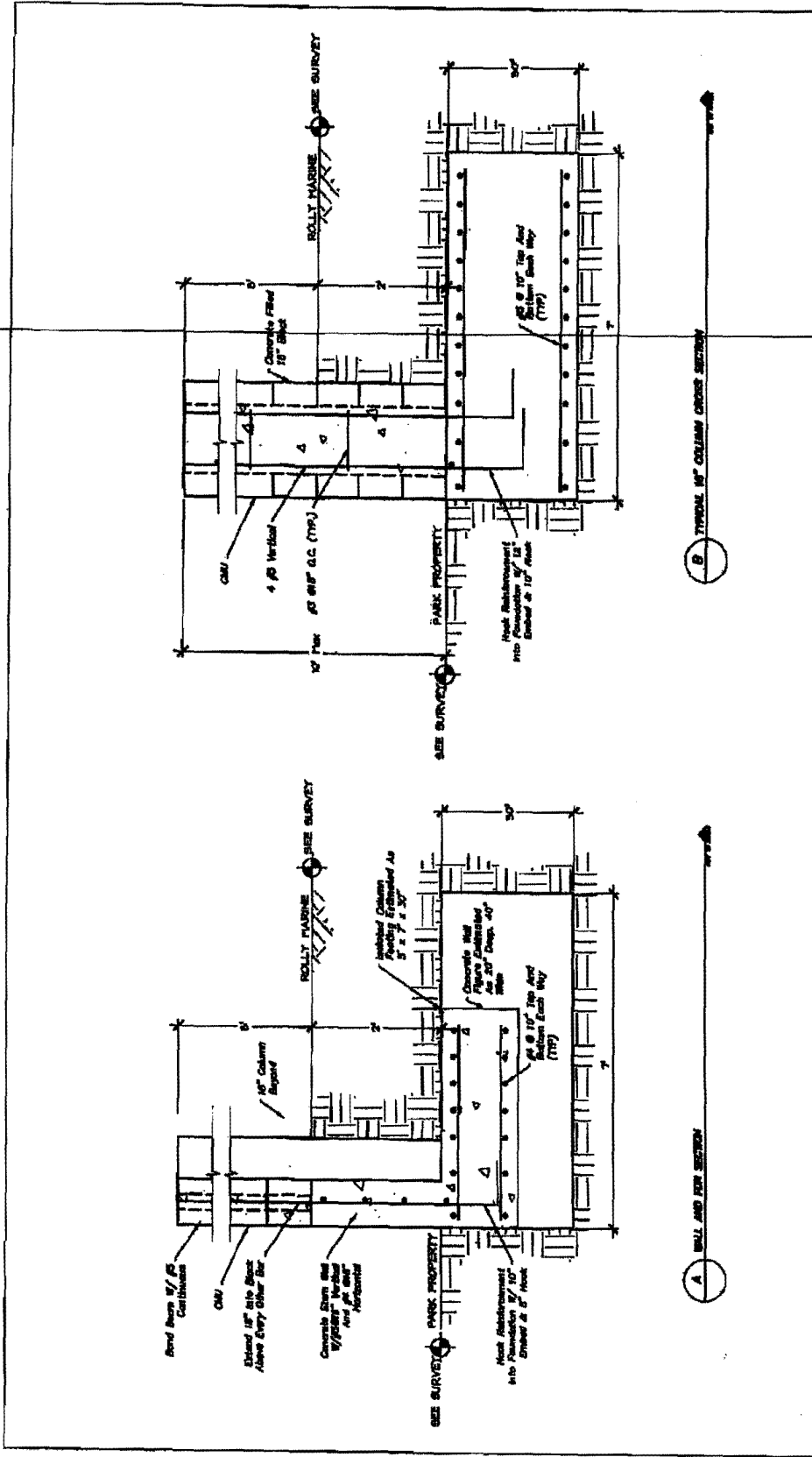
ROLLY MARINE SERVICE, INC.
 2801 St. M. Rd. #4 (Musho Area)
 PORT LAUDERDALE, FL 33072

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| DATE | REVISION |
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| APPROVED BY: | DATE: |
| | |





NOT FOR CONSTRUCTION
 ROLLY MARINE
 CONTRACT NO. 11070043
 SHEET NO. 8-3

ROLLY MARINE SERVICE, INC.
 2301 ST. NO. 04 BOCA RATON
 FORT LAUDERDALE, FL 33320

| NO. | DATE | BY | CHKD. | APP'D. |
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Stantec
 1100 Pennsylvania Ave., N.W., Suite 1000
 Washington, D.C. 20004-1245
 Phone: (202) 462-4000
 Fax: (202) 462-4001
 www.stantec.com

| NO. | DATE | BY | CHKD. | APP'D. |
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