



City of
**DEERFIELD
BEACH**

COMMUNITY REDEVELOPMENT AGENCY

AGENDA

Tuesday, May 13, 2014, 6:30 P.M.
City Commission Chambers, Deerfield Beach City Hall

CALL TO ORDER AND ROLL CALL

APPROVAL OF MINUTES*

April 8, 2014

APPROVAL OF THE AGENDA*

GENERAL ITEMS

1. Resolution to approve final change order to MBR Construction for Cove Gardens Streetscape project*
2. Sullivan Park Redevelopment project update
3. Resolution to approve funding for a portion of public access facilities from Sullivan Park to the Cove Shopping Center as per the terms of a developer's agreement with Blue Waters III LLC*

BOARD/ADMINISTRATION COMMENTS

Expense report, pursuant to CRA Resolution 2011-011
CRA community policing report

PUBLIC INPUT

ADJOURN

* Indicates an Action Item

Next Meeting: Tuesday, June 10, 2014, 6:30 PM unless otherwise determined

REQUESTED ACTION:

Resolution to approve final change order from MBR Construction for Cove Gardens Streetscape project in the amount of \$52,600.65

SUMMARY EXPLANATION/BACKGROUND:

The Cove Gardens Streetscape project and all associated punch items are now complete.

The attached invoice for additional quantities represents the cost of work done and quantities installed throughout the entire project that are a combination of unforeseen conditions, additional work requested by the project manager and quantities underestimated in the plans. On several private properties and in the right of way, the project manager directed the contractor to undertake additional harmonization (installing sod or asphalt further back into private property) in order to achieve a better finished product. When the work contained in Change Order #4 was underway, the project management team directed the contractor to carry harmonization further outside the anticipated project area to more properly harmonize adjacent to Hillsboro Boulevard, along 7-Eleven and westward along the alleyway between 7-Eleven and Publix.

The contractor (MBR Construction), engineer of record (Chen Moore) and CRA Project Manager have made the final inspections of the work and verified quantities installed versus quantities indicated by plans and contractual obligations.

The invoice is in excess of the CRA Director's spending authority and therefore requires CRA Board approval. The Board is asked to approve funding for the invoice in the amount of \$52,600.65. Adequate funds are available in 386-8000-572.61-12 (Cove Gardens Construction) for this expense.

ATTACHMENTS:

MBR Final Change Order
Resolution



April 30, 2014

City of Deerfield Beach
 Re: Cove Gardens Neighborhood Improvements
INVOICE- Quantity Overages

Hiep,

The below overages reflect the actual quantities due to the additional work requested by the city and due to unforeseen field conditions during the excavation of the existing roadway.

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED QUANTITY	ACTUAL QUANTITY	UNIT OF MEASURE	QUANTITY OVERAGE	SCHEDULED UNIT PRICE	TOTAL OVERAGES
4	Furnish and install drainage pipe- 15" HDPE	380	393	LF	13	\$ 46.00	\$ 598.00
6	Furnish and install type C-4 structure	26	28	EA	2	\$ 3,392.50	\$ 6,785.00
7	Tie proposed drainage into existing structure	1	2	EA	1	\$ 1,725.00	\$ 1,725.00
10	Remove and dispose of existing drainage structure	2	8	EA	6	\$ 862.50	\$ 5,175.00
13	Remove and dispose of existing asphalt	10,500	10,841	SY	341	\$ 10.44	\$ 3,560.04
14	Remove and dispose of existing concrete	650	883	SY	233	\$ 6.04	\$ 1,407.32
16	Furnish and install asphalt driveway apron	3,775	3,900	SY	125	\$ 28.75	\$ 3,593.75
19	Furnish and install asphalt pavement- type S-1 (1" of 1st lift)	9,800	10,269	SY	469	\$ 6.38	\$ 2,992.22
21	Furnish and install limerock base (8")	10,691	10,930	SY	239	\$ 8.05	\$ 1,923.95
22	Stabilization of subgrade	11,582	11,800	SY	212	\$ 1.15	\$ 243.80
23	Clear and grade	7,100	9,208	SY	2108	\$ 0.62	\$ 1,306.96
26	Furnish and install ADA detectable warning	25	28	EA	3	\$ 299.00	\$ 897.00
27	Furnish and install paver crosswalk	175	216	SY	41	\$ 57.24	\$ 2,346.84
51	Furnish and install Bahia Sod	3,700	6,284	SY	2584	\$ 3.42	\$ 8,837.28
53	Remove and dispose of minor trees and palms	15	17	EA	2	\$ 172.50	\$ 345.00
CO2-1	Relocate mailboxes	2	3	EA	1	\$ 100.00	\$ 100.00
CO4-B-3	Furnish and install concrete driveway apron	30	33	SY	3	\$ 26.45	\$ 79.48
CO4-B-5	Furnish and install asphalt pavement- type S-1 (1" of 2nd lift)	420	497	SY	77	\$ 6.38	\$ 491.26
CO4-B-10	Furnish and install concrete curbs	600	920	LF	320	\$ 12.98	\$ 4,153.60
CO4-B-11	Furnish and install concrete sidewalks	70	86	SY	16	\$ 26.45	\$ 423.20
CO4-B-12	Furnish and install paver crosswalk	75	130	SY	55	\$ 57.24	\$ 3,148.20
CO4-E-1	Curb Removal	669	764	LF	95	\$ 8.00	\$ 760.00
CO4-E-3	Remove, Store, and Replace Pavers	75	130	SY	55	\$ 31.05	\$ 1,707.75
	TOTAL						\$ 52,600.65

Sincerely,


 Michael R. Boss
 MBR Construction, Inc.

*Danielle DeBora
 on behalf of
 Michael Boss.*

RESOLUTION NO. 2014/

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF DEERFIELD BEACH, FLORIDA, TO APPROVE FINAL CHANGE ORDER TO MBR CONSTRUCTION FOR COVE GARDENS STREETScape PROJECT IN THE AMOUNT OF \$52,600.65

WHEREAS, the CRA has approved the Cove Gardens Streetscape Improvements project (the Project); and

WHEREAS, the project design has required more revisions than anticipated in the original Chen Moore Associates scope of services; and

WHEREAS, the CRA directed the contractor to undertake additional work outside of the contract scope on certain properties throughout the project; and

WHEREAS, the CRA Project Manager, the Design Engineer and the Contractor have verified final quantities of work done and materials provided;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced “Whereas” clauses are true and correct and made a part hereof.

Section 2. The CRA Board does hereby approve funding in the amount of \$52,600.65 for additional quantities provided as described above for the Project. Appropriate change orders shall be issued for this purpose.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2014.

JEAN M. ROBB, CHAIR

ATTEST:

ADA GRAHAM JOHNSON, MMC, CITY CLERK

CRA/Meeting Agendas/2014/May 13, 2014/Item 1

REQUESTED ACTION:

None. This item is for informational purposes only.

SUMMARY EXPLANATION/BACKGROUND:

The Bermello Ajamil Sullivan Park Expansion design Project Manager, Randy Hollingworth, will present the CRA Board with an update on Sullivan Park design.

The Sullivan Park design process is well underway. The Bermello Ajamil design team has met with City staff for a day long workshop to gather technical information effecting the design and permitting. The team also had a pre-application meeting with Broward County Department of Environmental Protection regarding drainage permitting requirements and the Florida Department of Transportation regarding permitting requirements for improvements in the FDOT right of way.

On site, several existing underground utility conflicts and mature tree locations resulted in modifications in structure locations. Most notably, the location of the Intracoastal forced main resulted in the interactive water feature being shifted slightly to the east. This shift required the restroom facility to also shift east to meet the maximum separation requirements. The picnic pavilion was shifted closer to the playground to increase its functionality. In addition, the floating dock was shifted further north for better access to Deerfield Island and greater separation from the proposed private development to the south.

Mr. Hollingworth will provide greater detail on the rationale for these design features as part of his presentation. He will also present the Board with renderings of the park structures' architecture for input and direction. The public will be asked for comments.

Barring any significant comments, Bermello Ajamel is on target to present the 50% drawings to the CRA Board at its June 10, 2014 meeting. The 50% plans will also be presented to the Marine Advisory Board at its June 19th meeting.

ATTACHMENTS:

Updated Sullivan Park Site Plan



Deerfield Beach - Sullivan Park

City of Deerfield Beach, Florida
 DATE: 5-7-2014



REQUESTED ACTION:

Approve resolution to fund public pedestrian access facilities as per the terms of Blue Waters LLC Developer's Agreement.

SUMMARY EXPLANATION/BACKGROUND:

A key feature of the Sullivan Park Expansion project is the creation of public pedestrian access from the park to the Cove Shopping Center. Staff has been negotiating agreements for this access with two adjacent property owners whose mutual consent is required to achieve this goal.

CSHJ Properties LLC (Two Georges) dedicated a 7' wide strip across the north end of its property located at 1756 SE 3rd Court to the City for use as public access.

At the same time, staff has been negotiating a second public access easement with Blue Waters LLC (Water's Edge) across the eastern edge of 1755 SE 3rd Court. A draft copy of this agreement is attached to this agenda item.

The agreement provides for a series of Quit Claim actions in exchange for the construction of a public access walkway. Because the public access walkway has not been permitted, the agreement contains several development contingencies and associated cost sharing and maintenance arrangements. In the ideal development scenario, Blue Water LLC will permit, construct and maintain a 7' fixed concrete boardwalk that extends out over the Intracoastal Waterway that connects Sullivan Park to the north with the Two Georges strip of dedicated land to complete the access to the Cove Shopping Center. Two alternate scenarios are included as contingencies – one using a floating dock for a portion of the access and the other using the uplands area under Hillsboro Bridge. Both continue to provide the desired access.

In addition, Blue Waters seeks to permit and construct a fixed dock on the north side of Hillsboro Bridge that would be used as a concession stand for the rental of canoes, kayak and small boats in addition to snacks and non-alcoholic beverages. The feasibility of this project component is uncertain, as it requires a land use and zoning changes as well as platting. The developer's agreement in no way commits the City to approving these changes.

If Blue Waters is successful in getting this dock facility permitted and constructed, it will then pay 100% of the cost of constructing the public access facility. If Blue Waters is not successful in gaining approval of the dock facility, it will share the cost of constructing the public access facility on a 50/50 basis with the CRA. Initial cost estimates indicate the cost of the public access facility to be approximately \$431,000. In a worst case scenario, the CRA would be obligated to pay half (\$215,500) of the construction cost, as documented by invoices, lien releases and inspection

DEERFIELD BEACH
COMMUNITY REDEVELOPMENT AGENCY

Agenda Item 3
Tuesday, May 13, 2014

records. The execution of the developer's agreement is a condition of the Blue Waters site plan approval that is scheduled for City Commission consideration on May 20, 2014. CRA Board approval of a resolution authorizing the potential funding of the developer's agreement is therefore requested in anticipation of the upcoming City Commission request action.

Adequate funds are available in 190-8000-552.63-04 (Infrastructure and Capital Improvements) for this expense.

ATTACHMENTS:

CSHJ 7' Property Dedication Area
Draft Blue Waters LLC Developers Agreement
Public Access Facility Cost Estimate
Rendering of Waters Edge Restaurant and Redeveloped Sullivan Park
Resolution

WIDE
DEDICATION AREA

7' WIDE
DEDICATION AREA
(443 SQ. FT.)

LOT 3, BLOCK 1
(P.B. 32, PG. 48)

LOT 2, BLOCK 1
(P.B. 32, PG. 48)

LOT 1, BLOCK 1
N88°33'04"E 30.00'
N08°35'31"W 7.06'

SE CORNER LOT 1, BLOCK 1
(P.B. 32, PG. 48)

N88°33'04"E 40.29'
S08°28'27"E 7.05'

COVE CENTER
(P.B. 32, PG. 48)

P.O.B.
NE CORNER PARCEL "A"
(P.B. 32, PG. 48)

S88°33'04"W 70.28'

PARCEL "A"
(P.B. 32, PG. 48)
63.50'

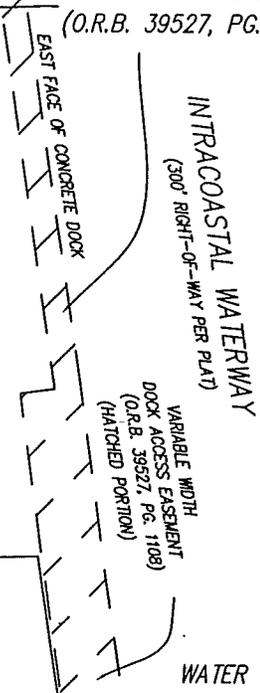
WATER

DOCK ACCESS EASEMENT
(O.R.B. 39527, PG. 1108)

PARCEL "B"
(P.B. 32, PG. 48)

THE COVE YACHT BASIN
(P.B. 32, PG. 48)

EAST LINE "THE COVE" (P.B. 32, PG. 48)



NORTH LINE OF "THE COVE DOCKMINIUM"
(O.R.B. 39527, PAGE 1108)

WATER

THE COVE YACHT BASIN DOCKMINIUM
ACCORDING TO DECLARATION OF CONDOMINIUM
(O.R.B. 39527, PG. 1108)

S01°46'18"E 435.62'

APPROXIMATE WEST R/W PER THE MAP OF
THE FLORIDA EAST COAST CANAL
(P.B. 17, PG. 2, B.C.R.)

BEARING SHOWN HEREON ARE REFERENCED TO THE NORTH LINE OF PARCEL "A" OF "THE COVE", P.B. 32, PAGE 48, BROWARD COUNTY, RECORDS REF. BEARING (N88°33'04"E)

SKETCH & DESCRIPTION

CERTIFICATION:

THIS SKETCH MEETS MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE.

4-14-14
Date

ERNEST W. DUNCAN, P.S.M. State of Florida
Professional Surveyor & Mapper No. 5182
NOT VALID, UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SCALE: 1" = 40'

DRAWN BY: EWD

CHECKED BY: EWD

FOUNDED 1993
BASELINE ENGINEERING

AND
LAND SURVEYING, INC.
1400 N.W. 1st COURT
BOCA RATON, FLORIDA 33432
EB 6510 (561) 417-0700 LB 6439

JOB NO.: 10-09-005 SHEET NO. 2 of 2

**DEVELOPER'S AGREEMENT BETWEEN THE CITY OF
DEERFIELD BEACH AND BLUE WATER VIII, LLC**

WHEREAS, Blue Water VIII, LLC, its successors and assigns, (Blue Water) has submitted a site plan application (the Application) for a restaurant on the property located at 1755 SE 3rd Court, Deerfield Beach, Florida, 33441, as more particularly described on **Exhibit A (the Restaurant Property)**; and

WHEREAS, the City of Deerfield Beach (City) claims a one-third ownership interest to certain submerged lands directly abutting the Property, a portion of which is **described on Exhibit B (the Submerged South Property)**; and

WHEREAS, Blue Water claims exclusive ownership of the Submerged South Property; and

WHEREAS, Blue Water claims ownership to the land to the north of the Submerged South Property (**described on Exhibit C and referred to as the Submerged North Property**); and

WHEREAS, the City disputes this claim and maintains that it is the owner of the Submerged North Parcel; and

WHEREAS, the City is planning an expansion and redevelopment of Sullivan Park which plans include constructing a pedestrian boardwalk that connects to the Cove Shopping Center (**Sullivan Park Redevelopment**) and the achievement of said goal is a critical element of this Agreement for the City and this Agreement is designed and shall be construed so as to achieve said goal; and

WHEREAS, the parties wish to amicably resolve this dispute in a way which secures the public good and assures that the Application will create a pedestrian connection for public access between Sullivan Park and the Cove Shopping Center (access depends on appropriate third-party approvals and options depicted and described on **Composite Exhibit D** and referred to as the Pedestrian Access), which both parties believe will be in their respective best interests; and

WHEREAS, there are three possible iterations of the Pedestrian Access as depicted on **Exhibit D**;

WHEREAS, the Pedestrian Access will be for the use and enjoyment of the general public (subject to the rights specifically reserved by Blue Water in this Developer's Agreement hereinafter referred to "**Agreement**") subject to limitations imposed by the City in its reasonable discretion; and

WHEREAS, as part of a resolution of the conflicting title claims, Blue Water shall quit claim its interest to the Submerged North Property to the City, the City shall quit claim its interest in the Submerged South Property to Blue Water, and Blue Water shall convey an easement to the City to create the Pedestrian Access subject to the conditions set forth herein; and

WHEREAS, it is the desire of Blue Water to pursue approvals for construction and operation of a dock and eventually a pavilion and supporting structures (**Exhibit ____**) for the purpose of renting non-motorized and motorized watercraft not exceeding twenty-five (25) feet in length (excluding personal watercraft) and the sale of pre-packaged food and non-alcoholic beverages (the **Boathouse Use**) on the Submerged South Property and the parties recognize that such construction and operation is likely to require appropriate approvals; and

WHEREAS, Blue Water (with the City's cooperation) shall obtain the necessary permits, permissions, and authority for and Blue Water shall construct the Pedestrian Access as depicted and described on **Exhibit D** at Blue Water's sole cost and expense, subject to the Reimbursement Agreement defined below; and

WHEREAS, City will cooperate in obtaining the necessary permits or permissions for the Pedestrian Access by authorizing the necessary applications to third parties for approval; and

WHEREAS, Blue Water agrees to maintain the Pedestrian Access on or over Blue Water fee simple, submerged or leased property (the **Blue Water Property**) after it is constructed; and

WHEREAS, City agrees to maintain the Pedestrian Access on City fee simple or leased property after it is constructed; and

WHEREAS, the City is supportive of the Restaurant Property project subject to receipt by Blue Water of the necessary approvals as described below, none of which the City does hereby commit to granting by virtue of anything in this agreement; and

WHEREAS, the parties intend that, notwithstanding the deeds and easements which are to be executed as set forth below, the provisions of this Agreement shall continue to be binding on the parties and their successors and assigns and all future owners of the Property in order to supplement and assist in implementation of those deeds and easements in order to achieve the full intent of this Agreement.

NOW, THEREFORE, be it agreed to by and between the parties as follows:

Section 1. The above “Whereas” clauses are true and correct and made a part hereof as if fully set forth herein.

Section 2. The parties shall resolve their competing title claims as follows:

a) City shall grant Blue Water access to the Submerged South Parcel as reasonably necessary to construct the Pedestrian Access;

b) The City shall, in return for the covenants and promises set forth herein, agree to renounce any claim to ownership of that portion of the Submerged South Parcel described on **Exhibit B** and shall execute a quit claim deed to Blue Water within 10 days of completion of construction and acceptance of the Pedestrian Access as required below;

c) Concurrent with said quit claim deed to the Submerged South Parcel, Blue Water shall quit claim any interest in the Submerged North Parcel to City described on **Exhibit C**; and

d) Concurrent with receipt of the quit claim deed for the Submerged South Parcel, Blue Water shall grant an Easement for public access and public purposes (in the form substantially as attached hereto as **Exhibit E**) to the City for the

Pedestrian Access and a bill of sale absolute for any property which constitutes the Pedestrian Access.

Section 3. The City is entering into this Agreement to assure the construction of the Pedestrian Access and this Agreement shall be construed in such a manner that the construction of the Pedestrian Access will be accomplished. The Pedestrian Access is depicted on Composit Exhibit D. There are three possible configurations of the Pedestrian Access listed D-1, D-1A, and D-2 in order of preference. It is understood that permitting considerations may cause the preferred alternatives to not be achievable, but the parties acknowledged that configuration D-2, at a minimum shall be constructed concurrent with and as a condition of construction on the Restaurant Property. Blue Water shall, with the approval of the any plans by the City, design and obtain all necessary permits, permissions, and authority from all applicable governmental authorities or agencies for the Pedestrian Access at its sole cost and expense. The parties shall make appropriate modifications to the proposed alternatives which are in keeping with the spirit and intent of each alternative and the concept of an attractive and effective Pedestrian Access if necessary to secure necessary approvals. As part of all three iterations, Blue Water shall, at its sole cost and expense, design, permit, and construct that portion of the Pedestrian Access as depicted on **Exhibit D** which is referred to as the Adjacent Deck because it is directly adjacent to the outside eating area of the proposed restaurant; Blue Water shall also be responsible for the costs to design and construct one of the three alternatives below at its sole cost and expense.. The Adjacent Deck shall be a part of all three iterations of the Pedestrian Access and its completion shall be a precondition to the issuance of a Certificate of Occupancy as shall the completion of one of the three alternative iterations of the Pedestrian Access. It is expressly understood that no certificate of occupancy for the restaurant on the Restaurant Propert shall be issued if the Pedestrian Access as described above is not completed and accepted. The pursuit of the three iterations shall be subject to the following:

- a) D-1 is the preferred alternative. Blue Water shall take the lead and use its best efforts to obtain the necessary permits and permissions to construct this alternative; the City will join in applications as required. Blue Water shall be responsible for all permitting costs, design costs, and, if constructed, construction costs. Blue Water shall diligently pursue the necessary permits and permissions for this alternative. If

the necessary permits and permissions (building permits not included in this particular calculation) necessary to construct D-1 (substantially as depicted) are not achieved by _____ then Blue Water shall immediately proceed to the design and permitting of D-1A. If the necessary permits and approvals are obtained within said time, then Blue Water shall, at its sole cost and expense, complete any required design elements or changes required by permitting agencies, finalize plans for permitting and construct D-1 at its own cost and expense. Completion of said construction shall be a condition of the receipt of a certificate of occupancy for the restaurant.

- b) D-1A is the second preferred alternative. If the permits and permissions for D-1 are not obtained as noted above, Blue Water shall take the lead and use its best efforts to obtain the necessary permits and permissions to construct this alternative; the City will join in applications as required. Blue Water shall be responsible for all permitting costs, design costs, and, if constructed, construction costs. Blue Water shall diligently pursue the necessary permits and permissions for this alternative. If the necessary permits and permissions (building permits not included in this particular calculation) to construct D-1A (substantially as depicted) are not achieved by _____ then Blue Water shall immediately proceed to the design and permitting of D-2. If the necessary permits and approvals are obtained within said time, then Blue Water shall, at its sole cost and expense, complete any required design elements or changes required by permitting agencies, finalize plans for permitting and construct D-1A at its own cost and expense. Completion and acceptance by the City of said construction shall be a condition of the receipt of a certificate of occupancy for the restaurant.
- c) D-2 is the last alternative in order of preference. If the permits and permissions for D-1A are not obtained as noted above, Blue Water shall immediately take the lead and use its best efforts to obtain the necessary permits and permissions to construct this alternative; the City will join in applications as required. Blue Water shall be responsible for all permitting costs, design costs, and, if constructed, construction costs. Blue Water shall diligently pursue the necessary

permits and permissions for this alternative. Except for the Adjacent Deck, D-2 is largely to be constructed on dry land, some of which is the subject of a lease with the Florida Department of Transportation (from FDOT) where the lease is with the City; where the lease is with Blue Water, then Blue Water shall obtain the necessary permission from FDOT. Blue Water shall provide all necessary easements on its property and shall be responsible for all design and construction costs at its sole cost and expense. Because, the design elements on FDOT property are not yet known, Blue Water agrees to include decorative elements for the walkway such as pavers, decorative lighting, and any design requirements of FDOT as part of the construction, at its sole cost and expense. Completion and acceptance by the City of said construction of D-2 shall be a condition of the receipt of a certificate of occupancy for the restaurant.

All three of the above scenarios shall be implemented by the parties with the good faith goal of achieving the best possible Pedestrian Access and coordinate its construction with the proposed restaurant. Should, for any reason whatsoever, including but not limited to legal impossibility or enforceability of any provision related to the Pedestrian Access, the Pedestrian Access not be constructed then, in addition to all other rights or remedies available hereunder or at law or equity, the City shall receive compensation for the fair market value of the Submerged South Parcel from Blue Water upon demand from the City.

If Blue Water is able to and does in fact construct the **Pedestrian Access** on **Composite Exhibit D-1 or D-1A** and Blue Water, after timely and diligent effort, does not obtain the **Boathouse Approvals** on or before twenty four (24) months from the date of execution of the **Agreement**, then the City shall reimburse Blue Water one-half of the documented out of pocket costs incurred in construction of the **Pedestrian Access** depicted on **Exhibit D-1** or **D1-A** (construction costs only) (**Reimbursement Agreement**). The parties may mutually agree to extend the deadline to obtain **Boathouse Approvals**. The payment shall occur within 180 days of demand by Blue Water provided that Blue Water shall deliver complete

documentation of the out of pocket construction costs. If at any future date, the **Boathouse Approvals** are granted, Blue Water shall refund the City's reimbursement within 30 days of receipt of the Boathouse Approvals. No reimbursement shall be due Blue Water should the Pedestrian Access be that as described in Exhibit D-2.

Section 4. The Pedestrian Access shall be constructed in accordance with the plans and specifications developed by Blue Water and the City referenced in Section 3, as may be amended. Any such plans and specifications must be approved by the City Manager. It shall be the responsibility of Blue Water to comply with all applicable governmental rules, regulations, and building codes and Blue Water shall secure any permission which may be required for the Pedestrian Access. The City shall cooperate with Blue Water in obtaining approvals from third parties with respect to the Pedestrian Access.

Blue Water:

a) Shall have limited rights to access City property upon reasonable notice to City, and subject to the discretion of the City, for the purpose of construction of the Pedestrian Access. Blue Water and City shall cooperate as necessary to enable construction to proceed diligently. City recognizes that construction may entail some disruption of its activities on adjacent City property and Blue Water shall use its best efforts to limit and minimize such disruption; and

b) Shall defend, indemnify, and hold City harmless from any and all claims, causes of action, judgments, penalties or other liability resulting from its construction activities or construction related activities. Nothing herein shall waive the City's sovereign immunity or the limitations of City liability as provided for under Florida law; and

c) Shall procure general liability insurance as listed in Section 7(b) and Builder's Risk insurance in the amount of \$400,000 for construction activities related to the Pedestrian Access and causes of action resulting therefrom. The City

shall be an additional insured on such policies with the right to receive 30 days' notice of cancellation, termination, or material alteration of the policy; and

d) Shall assure that no construction or other liens are imposed on any of the property upon which construction occurs and shall take prompt action to either challenge or satisfy said liens or lien claims at its sole cost and expense and expeditiously take all actions necessary to resolve said claim;

The City shall:

a) Waive all building permit fees for the Pedestrian Access constructed on the Submerged South Parcel (the City shall make a good faith determination of the portion of the building permit fee which is attributable to that portion of the Pedestrian Access); and

b) To the extent permitted by law, defend, indemnify, and hold Blue Water harmless from any and all claims, causes of action, judgments, penalties or other liability resulting from its construction activities undertaken by the City. Nothing herein shall waive any sovereign immunity enjoyed by the City or limitations on City liability as determined in the case law or any statute; and

c) Permit limited use of City property, in the City's discretion, to assist in staging or working on the Pedestrian Access.

Section 5. Blue Water wishes to construct a dock and pavilion located on the dock (as described on **Exhibit F**) on the Submerged South Property as part of the construction of the Pedestrian Access and the City is supportive of such construction subject to receipt of all necessary approvals The Pedestrian Access must be completed no later than completion of the dock, or pavilion or Restaurant on the Restaurant Property and no C/O shall be issued for the restaurant unless the Pedestrian Access is completed and accepted by the City. Construction of the pavilion can only take place after the property upon which it is located is platted. All such construction shall be at the sole cost, expense and risk of Blue Water. Construction of the dock (and if permitted the pavilion) shall be subject to receipt

of all required permits and approvals. Nothing in this Agreement shall commit the City or any other party to grant such approvals or vest any rights in Blue Water to such approvals. Construction of the dock or pavilion is not a precondition to Blue Water's obligations with respect to the Pedestrian Access and shall not, under any circumstances be a defense for failure to construct the Pedestrian Access as required herein.. Blue Water's intent is, if possible, to eventually construct the necessary facilities for the Boathouse Use, on the dock, it being recognized that in order to construct and undertake the Boathouse Use, it must obtain the following approvals (collectively referred to as the Boathouse Approvals):

If required:

- a) A rezoning from Open Space to a category which permits the Boat House Uses or necessary land use plan changes and rezoning to categories which permit the Boathouse Use; and
- b) A recorded plat to permit construction of the Pavilion Boathouse; and
- c) A site plan approval by the City Commission for the Project and a unity of title tying (in a form approved by the City Attorney) together the property upon which the Boathouse is constructed and the Restaurant Property ;
- d) All necessary environmental approvals from permitting authorities with jurisdiction and compliance with the Florida Building Code;
- e) A certificate of use.

The City has no authority to commit to approval of any of the above described applications or development permits as part of this Agreement; it shall be the responsibility of Blue Water to submit applications satisfying all applicable requirements and taking the required steps to gain said approvals. Nothing herein shall be construed to vest any rights to the Boathouse Use or obligate the City in any way to approve the Boathouse use or any applications related thereto and no obligations of Blue Water in this agreement shall be conditioned upon any City approvals for the, pavilion or Boathouse Use or the construction of the dock or pavilion The failure to obtain approvals for the Boathouse Use or dock or pavilion shall not, under any circumstances be a defense for failure to construct the Pedestrian Access. Upon receipt of said approvals, if obtained, and satisfaction of all building and other codes, the facility for the pavilion Boathouse Use on the area

described on **Exhibit F** may be constructed by Blue Water. If all the above described permits are not obtained, Blue Water may not use the Pavilion for any commercial purpose. During the period between completion of the dock and the construction of the Boathouse Use, Blue Water shall properly secure the dock to assure that it shall not be used by or be accessible to the public. Blue Water shall indemnify and hold City harmless from any claims, causes of action or liability emanating from the existence of the dock.

Neither the dock or pavilion or the Boathouse Use shall be constructed if the Pedestrian Access is not constructed and completed as required herein. Under no circumstances shall the Boathouse Use include the sale of alcoholic beverages or outdoor seating for customers or permit business activities except during daylight hours. No fishing, bait sales, live music or entertainment shall be permitted as part of the Boathouse Use or as part of the pavilion or Boathouse Use.

Section 6. The Pedestrian Access shall be available to the general public at all times subject to the right of the City to adopt rules and regulations limiting such access; the Pedestrian Access shall be deemed a public access way subject to the jurisdiction of the City except as otherwise specifically set forth herein. No fishing shall be permitted from the Pedestrian Access. Blue Water reserves the right to allow the docking of boats by patrons of the business on the Restaurant Property along the Pedestrian Access provided the Pedestrian Access is constructed in accordance with exhibits D-1 and D-1A. Blue Water shall not impede or permit those who dock at the Pedestrian Access to impede or hinder public travel on the Pedestrian Access. In all other respects, use of the Pedestrian Access shall be open to the public as a public walkway in the manner and at the times determined by the City in its sole discretion. Blue Water may not charge a fee of any kind to person's docking boats at the Pedestrian Access but may restrict boat access to patrons of the business located on the Property; the amount of boats permitted to be docked shall be limited in accordance with standards of safety and navigation. No commercial activity shall occur on the Pedestrian Access, provided that Blue Water may make arrangements for tour boats, of a size not to exceed 45 feet, to dock so long as public pedestrian use of the Pedestrian Access is not unduly impeded. Further provided that if the Pedestrian Access is not constructed in accordance with exhibits D-1 and D-1A there shall be no right to docking of either tour boats or boats by other patrons of the restaurant at the Pedestrian Access. In no event shall any other commercial activity be permitted on the Pedestrian Access or by boats docked at the Pedestrian Access including, but not limited to the sale of

food, beverages, or merchandise. Any docking of watercraft or boats shall be at the sole risk of Blue Water and shall be subject to the rules, requirements, and limitations imposed by other governmental agencies and the City makes no representations that said docking shall be permitted; if during permitting or obtaining permission to construct the Pedestrian Access according to D-1 of D-1A, the City or Blue Water is advised that the commercial use of the Pedestrian Access is not permitted or will cause a permission, authorization, permit or license for the Pedestrian Access not to be granted or delayed, then there shall be no docking of watercraft, or commercial use of the Pedestrian Access permitted notwithstanding anything to the contrary set forth above and any permitting requirement limiting such docking shall be accepted. The City shall have the right to enforce the restrictions set forth herein and shall have authority to adopt an ordinance which, among other things, makes it a violation of the City Code for any person to impede public access to or on the Pedestrian Access or to fish from the Pedestrian Access or to consume or carry alcoholic beverages on the Pedestrian Access. All other provisions of Section 46 of the City Code shall be applicable to the Pedestrian Access and enforceable by the City. Notwithstanding the rights reserved by Blue Water, the City may, at any time temporarily restrict access on the Pedestrian Access in the interest of public safety or for other municipal purposes and may adopt by ordinance other rules and regulations governing conduct on the Pedestrian Access not inconsistent with any rights expressly granted herein. These rights shall be included in any easement for the Pedestrian Access. The owner of the Restaurant Property shall prohibit any person from eating or drinking food or drink obtained from the restaurant or carrying food or drink obtained from the restaurant on the Adjacent Deck.

Section 7. Upon 10 days' notice to the City that the Pedestrian Access has been completed, Blue Water shall:

Perpetually maintain and repair the Pedestrian Access on or over Blue Water Property (which, for the purposes of this section shall be deemed to include property leased to Blue Water) after it is constructed in a stable, attractive, litter free, and structurally sound condition. All maintenance shall be conducted regularly as needed to keep the Pedestrian Access in the condition required herein. If the Boathouse Use Approvals are obtained and the Pedestrian Access on or over Blue Water Property be damaged for any reason other than as a result of the negligent actions or omissions of Blue Water or those docking boats at the

Pedestrian Access such that the cost of repairs shall exceed 50% of the value of the Pedestrian Access on or over Blue Water owned or leased property, it shall be the responsibility of Blue Water and the City to share equally the cost of all necessary repairs. If the Boathouse Approvals are not obtained and the Pedestrian Access on or over Blue Water owned or lease property be damaged for any reason other than as a result of the negligent actions or omissions of Blue Water or those docking boats at the Pedestrian Access such that the cost of repairs shall exceed 50% of the value of the Pedestrian Access on or over Blue Water Property, it shall be the responsibility of the City to undertake the necessary repairs. Regardless of the status of Boathouse Approvals, all other damage such that the cost of repairs shall not exceed 50% of the value of the Pedestrian Access on or over Blue Water owned or leased property shall be the responsibility of Blue Water to repair, which repairs shall be undertaken diligently in order to limit the amount of time the Pedestrian Access is unavailable for use by the public. Blue Water shall be responsible for all any damages and repairs made necessary caused by its failure to maintain or repair the Pedestrian Access on or over Blue Water Property as required herein or caused as a result of the dockage of boats at the Pedestrian Access. The parties shall cooperate to close access to the Pedestrian Access for reasonable periods to accommodate necessary repairs. All repairs shall be made in a professional manner to reestablish the condition of the Pedestrian Access to its condition prior the repair being made necessary. It is understood that once the Pedestrian Access is constructed, its maintenance and repair are required. If repairs required of Blue Water are not timely made, the City, after 10 days' notice to Blue Water, shall have the right to undertake the repairs on its own, and charge Blue Water for the costs thereof. Within 15 days of a receipt of evidence of costs incurred in the repairs, Blue Water shall pay said costs to the City. Further, the City shall be entitled to seek all other relief available at law or equity; in any such action the prevailing party shall be entitled to an award of attorney's fees and costs. All such remedies shall be non-exclusive and cumulative.

b) Obtain and perpetually maintain, general liability insurance in the amount of \$1,000,000 per claim and \$2,000,000 per incident covering any claims related to use of the Pedestrian Access on or over Blue Water Property or the failure to maintain the Pedestrian Access on or over Blue Water Property as required herein. Said policy shall list the City as a named insured and shall require 30 days' notice to the City of cancellation, material alteration, termination, or expiration of the policy. The City may, at any time, request documentation from Blue Water of

compliance with this requirement. If not provided within 30 days of request, City may procure general liability insurance and Blue Water shall be obligated for cost of said policy.

c) Indemnify, defend and hold the City harmless from any and all claims, causes of action, liability, judgments, penalties relating to the obligations of Blue Water as contained herein including but not limited to maintenance obligations, construction claims and construction defects, and relating to or resulting from the docking of boats or tour boats by patrons of the business located on the Property; provided that nothing herein shall be deemed to waive the sovereign immunity of City or the limits of City liability as may be contained in any applicable Florida Statute.

d) Upon completion of the Pedestrian Access, acceptance by the City, and execution of the transfers as set forth in Section 2 above, grant a perpetual Easement over and on the Pedestrian Access to the City for the use and benefit of the public.

Section 8.

Section 9.

Section 10. RESPONSIBILITY FOR TAXES. Should any ad valorem or other tax or governmental assessment of any kind whatsoever be imposed on the Pedestrian Access or submerged lands under the Pedestrian Access, or any other facilities used by Blue Water such taxes shall be the responsibility of Blue Water and shall be promptly paid or settled by Blue Water and the City shall be held harmless therefrom.

Section 11. OBLIGATION TO COOPERATE. The parties shall cooperate to effectuate the spirit and intent of this Agreement and shall execute such documents as are necessary for that purpose. Cooperation shall not be construed to require the City to approve any application for development or application related thereto.

Section 12. NO APPROVALS OBLIGATED OR VESTED. Nothing contained here shall be construed to require the CITY or any other governmental entity to issue or approve any land use or development permit application sought by Blue Water and this Agreement grants no vested rights to any such approvals.

Section 13. NOTICES. Notices required by this Agreement shall be deemed delivered upon mailing by certified mail, return receipt requested, to the following persons and addresses:

AS TO CITY: City Manager
 City of Deerfield Beach
 150 N.E. 2nd Avenue
 Deerfield Beach, Florida 33441

WITH A COPY TO: City Attorney
 City of Deerfield Beach
 150 N.E. 2nd Avenue
 Deerfield Beach, Florida 33441

AS TO BLUE WATER: Blue Water VIII, LLC
 725 NE 26th Avenue
 Fort Lauderdale, Florida 33304

WITH A COPY TO: James W. Govin
 Saavedra Goodwin
 312 SE 17th Street, 2nd Floor
 Fort Lauderdale, Florida 33316

Either party may change the name or address of the person to receive notice by providing written notice as required above.

Section 14. REMEDIES. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this agreement will be held in Broward County, Florida. The parties shall have all remedies as provided by law provided that the failure of either party to comply with any term hereof which requires the taking of an action to construct or cooperate in the construction of the Pedestrian Access shall be deemed to irreparably harm the

other so that injunctive relief will, in addition to any other relief permitted by law or equity, be deemed appropriate to enforce the terms hereof. In any litigation with respect to the construction or dedication of the Pedestrian Access or paying the costs thereof, the prevailing party shall be reimbursed for its costs and attorney's fees by the non-prevailing party.

Section 15. SEVERABILITY. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be null and void insofar as it is found in conflict with the laws of the State of Florida, but the remainder of the Agreement shall be and remain in full force and effect.

Section 16. AUTHORITY. Each person executing this Agreement on behalf of either party individually warrants that he/she has full legal authority to execute this Agreement on behalf of the party for whom he/she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

Section 17. BINDING NATURE OF AGREEMENT. All obligations of Blue Water as set forth herein shall be binding on the successors and assigns of Blue Water and shall run with and bind the Restaurant Property and all owners thereof all of whom shall be jointly and severally liable for the obligations of Blue Water as set forth herein.

Section 18. This Agreement shall not be modified, amended or released as to any portion of the PROPERTY except by written instrument, executed by the then owner or owners of the portion of the PROPERTY affected by such modification, amendment, or release and approved in writing by the CITY. Any amendment, modification or release of this Agreement shall be recorded in the Public Records of Broward County, Florida.

Section 19. EFFECTIVE DATE. This agreement shall take effect on the date the last party affixes his signature hereto.

IN WITNESS WHEREOF, City and Blue Water have executed this Agreement by their duly authorized officers, this _____ day of _____, 2014.

Witnesses:

CITY OF DEERFIELD BEACH

By:

Date:

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, the undersigned Notary Public in and for the State of Florida, on this, the _____ day of _____, 2014, Mayor Jean M. Robb, Mayor of the City of Deerfield Beach.

Notary Public, State of Florida

Printed, typed or stamped name of Notary Public exactly as commissioned

____ Personally known to me, or

____ Produced identification:

(Notary Seal)

Type of identification produced

ATTEST:

ADA GRAHAM-JOHNSON, MMC, CITY CLERK

APPROVED AS TO FORM:

ANDREW S. MAURODIS, CITY ATTORNEY

BLUE WATER

Witnesses:

By:

Title:

Printed Name:

Date: _____

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, the undersigned Notary Public in and for the State of Florida, on this, the _____ day of _____, 2014, by _____, the _____ of _____.

Notary Public, State of Florida

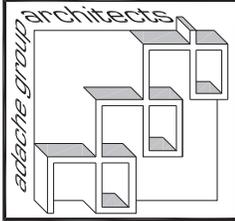
Printed, typed or stamped name of Notary Public exactly as commissioned

____ Personally known to me, or

____ Produced identification:

Type of identification produced

(Notary Seal)



PROJECT DESIGN TEAM:
 ADACHE GROUP ARCHITECTS
 1755 S.E. 9RD COURT
 DEERFIELD BEACH, FLORIDA 33442
 PHONE: (561) 251-1111 FAX: (561) 251-1119
 WWW.ADACHEGROUP.COM

OWNER:
 BLUE WATER VIII, LLC
 DEERFIELD BEACH, FLORIDA

PROJECT:
 WATERS EDGE RESTAURANT
 1755 S.E. 9RD COURT
 DEERFIELD BEACH, FLORIDA

SEAL:

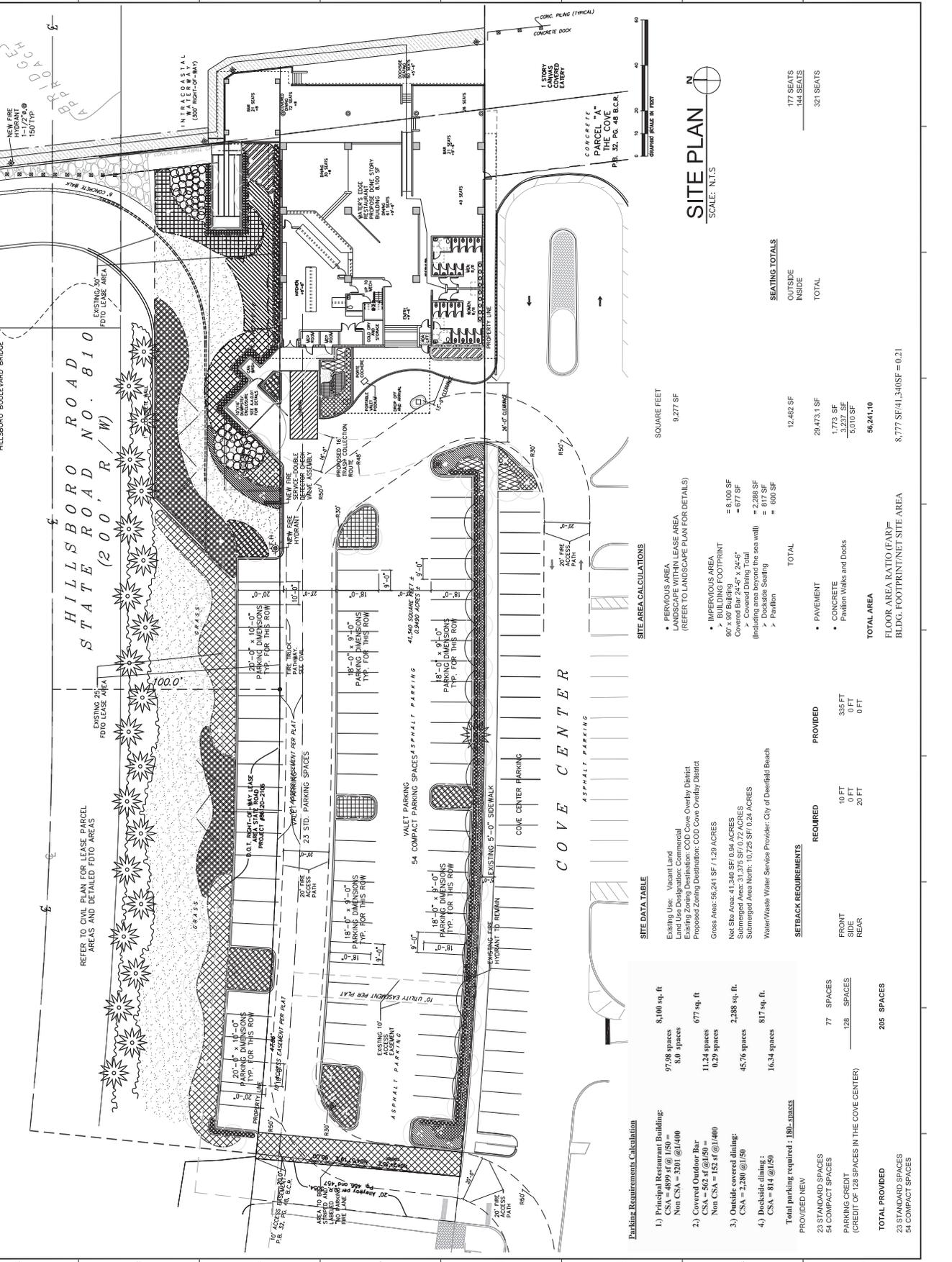
ISSUED FOR: SITE PLAN REVIEW
DATE: 12/31/2013

REVISIONS:

No.	DATE	REMARKS
01	02.21.14	Addition Comments and Permit
02	03.14.14	Per Comments
03	04.14.14	Public Bar Comments

SHEET TITLE:
 SITE PLAN

SHEET NO.:
 A-1.1.01



SEE A.1.1.02 FOR CONTINUATION

HILLSBORO BOULEVARD BRIDGE
 HILLSBORO ROAD
 STATE ROAD NO. 810
 (200' R/W)

NEW FIRE HYDRANT
 1-1/2" DIA.
 150' TYP.

INTRACOASTAL
 (100' RIGHT-OF-WAY)

CONCRETE DOCK
 1-1/2" DIA. CIRCULAR
 COVERED
 (10' DIA.)

CONCRETE PARCEL "A"
 THE COVE
 PB. 32, PG. 48 B.C.R.

SCALE: N.T.S.

SEATING TOTALS

SEATING TOTALS	OUTSIDE	INSIDE	TOTAL
	177 SEATS	144 SEATS	321 SEATS

SQUARE FEET

SQUARE FEET	PERVIOUS AREA	LANDSCAPE WITHIN LEASE AREA	LANDSCAPE PLAN FOR DETAILS
9,277 SF	8,100 SF = 87.7%	29,473.1 SF	1,773 SF
	80' x 90' Building = 7,200 SF	1,773 SF	3,237 SF
	80' x 90' Building Covered Bar, 24' x 24' = 576 SF	3,237 SF	5,010 SF
	20' x 20' Decking Total (including area beyond the sea wall) = 2,288 SF	5,010 SF	56,241.10
	Deckside Sealing = 817 SF	56,241.10	
	600 SF		
	TOTAL	12,482 SF	

PERVIOUS AREA

PERVIOUS AREA	CONCRETE	TOTAL AREA
8,100 SF	29,473.1 SF	56,241.10
87.7%	1,773 SF	
	3,237 SF	
	5,010 SF	
	56,241.10	

LANDSCAPE WITHIN LEASE AREA

LANDSCAPE WITHIN LEASE AREA	CONCRETE	TOTAL AREA
29,473.1 SF	1,773 SF	56,241.10
1,773 SF	3,237 SF	
3,237 SF	5,010 SF	
5,010 SF	56,241.10	

CONCRETE PARCEL "A" THE COVE

SCALE: N.T.S.

SEATING TOTALS

SQUARE FEET

PERVIOUS AREA

LANDSCAPE WITHIN LEASE AREA

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SQUARE FEET

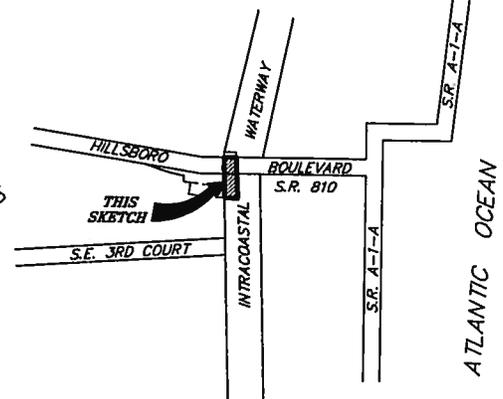
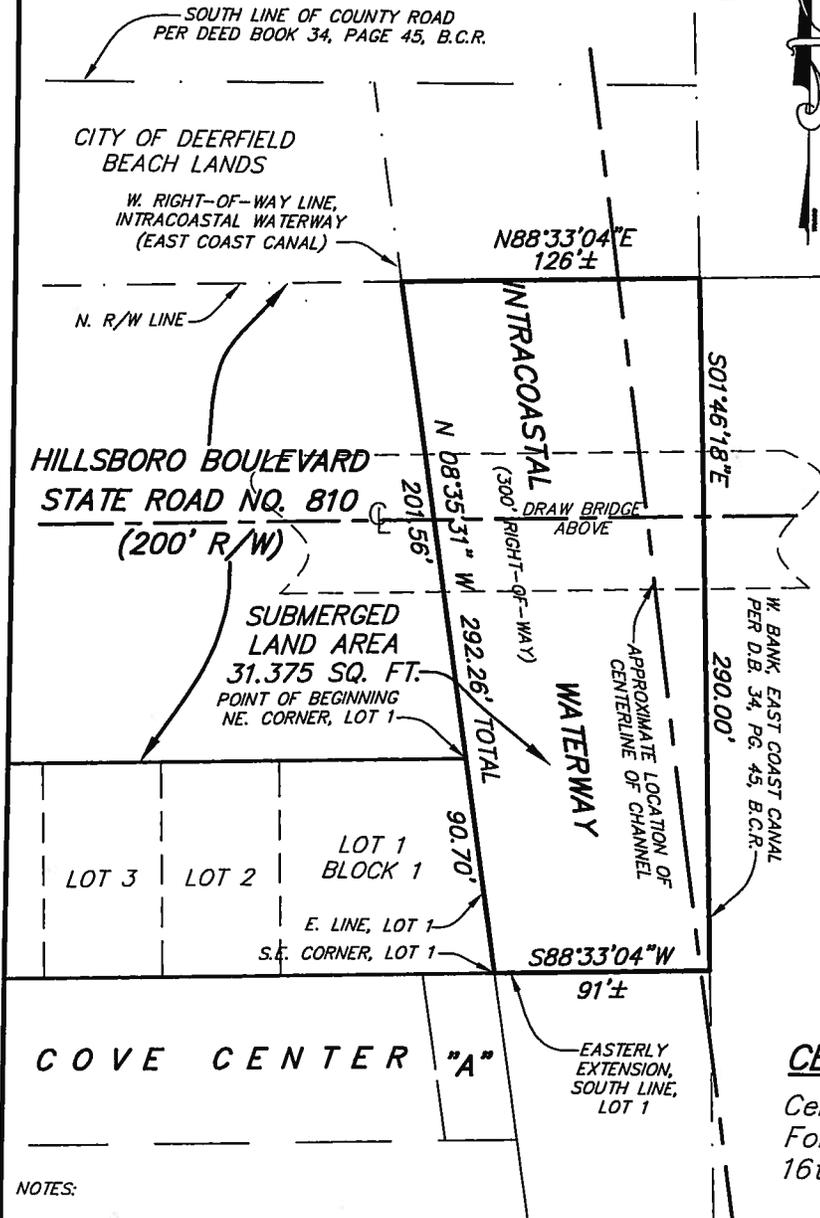


McLAUGHLIN ENGINEERING COMPANY
LB#285

ENGINEERING * SURVEYING * PLATTING * LAND PLANNING
 400 N.E. 3rd AVENUE FORT LAUDERDALE, FLORIDA
 33301 PHONE (954) 763-7611 * FAX (954) 763-7615

SCALE 1" = 80'

SKETCH AND DESCRIPTION
BLUE WATER VIII
SOUTH SUBMERGED LANDS AREA



SITE LAYOUT
NOT TO SCALE

SHEET 1 OF 2 SHEETS

LEGAL DESCRIPTION:

A portion of submerged land lying in the Intracoastal Waterway in Section 5, Township 48 South, Range 43 East, being more fully described on Sheet 2 of 2 Sheets.

Said land situate, lying and being in the City of Deerfield Beach, Broward County, Florida, and containing 31,375 square feet or 0.7203 acres more or less

CERTIFICATION

Certified Correct. Dated at Fort Lauderdale, Florida this 16th day of April, 2014.

McLAUGHLIN ENGINEERING COMPANY

[Signature]
 JERALD A. McLAUGHLIN
 Registered Land Surveyor No. 5269
 State of Florida.

NOTES:

- 1) This sketch reflects all easements and rights-of-way, as shown on above referenced record plat(s). The subject property was not abstracted for other easements road reservations or rights-of-way of record by McLaughlin Engineering Company.
- 2) Legal description prepared by McLaughlin Engineering Co.
- 3) This drawing is not valid unless sealed with an embossed surveyors seal.
- 4) THIS IS NOT A BOUNDARY SURVEY.
- 5) Bearings shown refer to record plat (32/48) and assume the North line of Lot 1, as South 88°33'04" West.

FIELD BOOK NO. _____

DRAWN BY: JMMjr

JOB ORDER NO. U-9161

CHECKED BY: _____

REF. DWG.: 06-3-148

C: \JMMjr\2014\U9161

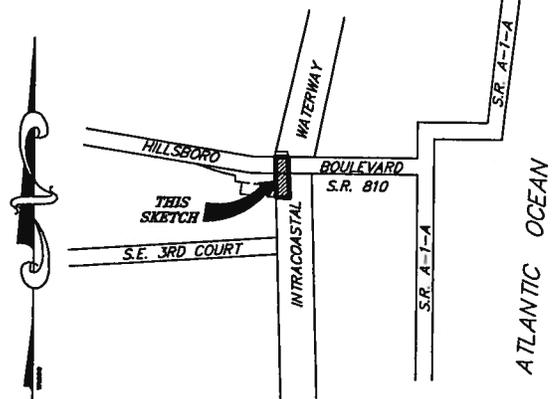


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 33301 PHONE (954) 763-7611 * FAX (954) 763-7615

SCALE 1" = 80'

SKETCH AND DESCRIPTION
BLUE WATER VIII
SOUTH SUBMERGED LANDS AREA
SHEET 2 OF 2 SHEETS



SITE LAYOUT
NOT TO SCALE

LEGAL DESCRIPTION:

A portion of submerged land lying in the Intracoastal Waterway in Section 5, Township 48 South, Range 43 East, being more fully described as follows:

Beginning at the Northeast corner of Lot 1, Block 1, THE COVE, according to the Plat thereof, as recorded in Plat Book 32, Page 48, of the public records of Broward County, Florida, said point also being on the West Right-of-Way line of said Intracoastal Waterway and the South right-of-way line of Hillsboro Boulevard (200 feet right-of-way); thence North 08°35'31" West, on the said West Right-of-way line of the Intracoastal Waterway, a distance of 201.56 feet to a point on the North right-of-way line of said Hillsboro Boulevard; thence North 88°33'04" East, on the Easterly extension of the North right-of-way line of said Hillsboro Boulevard, a distance of 126 feet more or less, to a point on the West bank of the East Coast Canal, as described in Deed Book 34, Page 45, of the public records of Broward County, Florida; thence South 01°46'18" East, on the said West bank of canal, a distance of 290 feet, to a point on the Easterly extension of the South line of said Lot 1; thence South 88°33'04" West, on said Easterly extension, a distance of 91 feet more or less to the Southeast corner of said Lot 1; thence North 08°35'31" West, on the East line of said Lot 1, being the said West right-of-way line of the Intracoastal Waterway, a distance of 90.70 feet to the Point of Beginning.

Said land situate, lying and being in the City of Deerfield Beach, Broward County, Florida, and containing 31,375 square feet or 0.7203 acres more or less

CERTIFICATION

Certified Correct. Dated at Fort Lauderdale, Florida this 16th day of April, 2014.

McLAUGHLIN ENGINEERING COMPANY

[Signature]
 JERALD A. McLAUGHLIN
 Registered Land Surveyor No. 5269
 State of Florida.

NOTES:

- 1) This sketch reflects all easements and rights-of-way, as shown on above referenced record plat(s). The subject property was not abstracted for other easements road reservations or rights-of-way of record by McLaughlin Engineering Company.
- 2) Legal description prepared by McLaughlin Engineering Co.
- 3) This drawing is not valid unless sealed with an embossed surveyors seal.
- 4) THIS IS NOT A BOUNDARY SURVEY.
- 5) Bearings shown refer to record plat (32/48) and assume the North line of Lot 1, as South 88°33'04" West.

FIELD BOOK NO. _____

DRAWN BY: JMMjr

JOB ORDER NO. U-9161

CHECKED BY: _____

REF. DWG.: 06-3-148

C: \JMMjr\2014\U9161

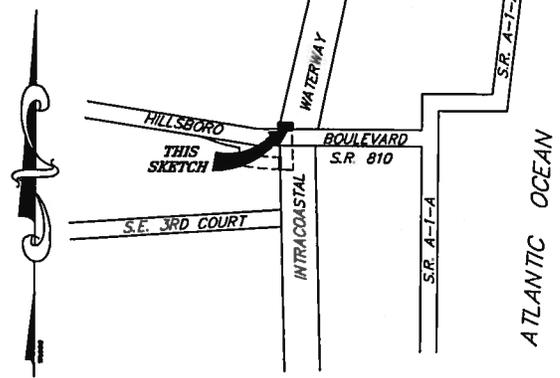
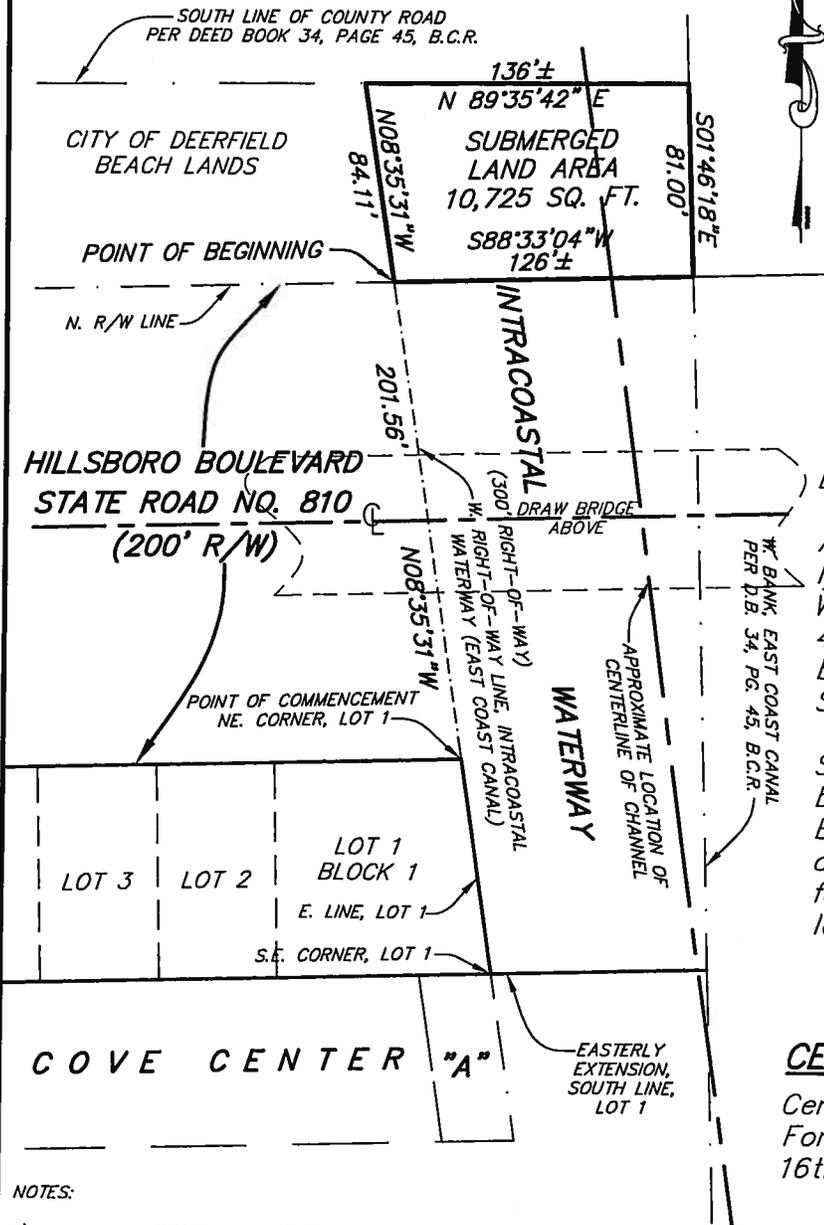


McLAUGHLIN ENGINEERING COMPANY
LB#285

ENGINEERING * SURVEYING * PLATTING * LAND PLANNING
 400 N.E. 3rd AVENUE FORT LAUDERDALE, FLORIDA
 33301 PHONE (954) 763-7611 * FAX (954) 763-7615

SCALE 1" = 80'

SKETCH AND DESCRIPTION
BLUE WATER VIII
NORTH SUBMERGED LAND AREA



SITE LAYOUT
NOT TO SCALE

SHEET 1 OF 2 SHEETS

LEGAL DESCRIPTION:

A portion of submerged land lying in the Intracoastal Waterway in Section 5, Township 48 South, Range 43 East, being more fully described on Sheet 2 of 2 Sheets.

Said land situate, lying and being in the City of Deerfield Beach, Broward County, Florida, and containing 10,725 square feet or 0.2462 acres more or less

CERTIFICATION

Certified Correct. Dated at Fort Lauderdale, Florida this 16th day of April, 2014.

McLAUGHLIN ENGINEERING COMPANY

[Signature]
 JERALD A. McLAUGHLIN
 Registered Land Surveyor No. 5269
 State of Florida.

NOTES:

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- 2) Legal description prepared by McLaughlin Engineering Co.
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FIELD BOOK NO. _____

DRAWN BY: JMMjr

JOB ORDER NO. U-9161

CHECKED BY: _____

REF. DWG.: 06-3-148

C: \JMMjr/2014/U9161



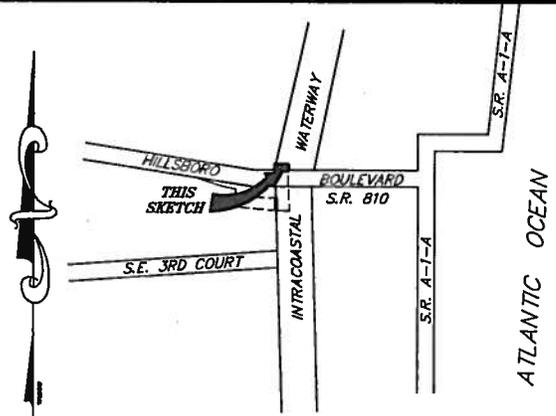
McLAUGHLIN ENGINEERING COMPANY

LB#285

ENGINEERING * SURVEYING * PLATTING * LAND PLANNING
400 N.E. 3rd AVENUE FORT LAUDERDALE, FLORIDA
33301 PHONE (954) 763-7611 * FAX (954) 763-7615

SCALE 1" = 80'

SKETCH AND DESCRIPTION
BLUE WATER VIII
NORTH SUBMERGED LAND AREA
SHEET 2 OF 2 SHEETS



SITE LAYOUT
NOT TO SCALE

LEGAL DESCRIPTION:

A portion of submerged land lying in the Intracoastal Waterway in Section 5, Township 48 South, Range 43 East, being more fully described as follows:

Commencing at the Northeast corner of Lot 1, Block 1, THE COVE, according to the Plat thereof, as recorded in Plat Book 32, Page 48, of the public records of Broward County, Florida, said point also being on the West Right-of-Way line of said Intracoastal Waterway and the South right-of-way line of Hillsboro Boulevard (200 feet right-of-way); thence North 08°35'31" West, on the said West Right-of-way line of the Intracoastal Waterway, a distance of 201.56 feet to a point on the North right-of-way line of said Hillsboro Boulevard and to the Point of Beginning; thence continuing North 08°35'31" West, on the said West right-of-way line, a distance of 84.11 feet to a point on the South line of County Road as described in Deed Book 34, Page 45 of the public records of Broward County, Florida; thence North 89°35'42" East on said South line of County Road, a distance of 136 feet, more or less, to a point on the West bank of the East Coast Canal, as described in said Deed Book 34, Page 45; thence South 01°46'18" East, on the said West bank of canal, a distance of 81 feet, to a point on the Easterly extension of the North right-of-way line of said Hillsboro Boulevard; thence South 88°33'04" West, on said Easterly extension, a distance of 126 feet, more or less to the Point of Beginning.

Said land situate, lying and being in the City of Deerfield Beach, Broward County, Florida, and containing 10,725 square feet or 0.2462 acres more or less

CERTIFICATION

Certified Correct. Dated at Fort Lauderdale, Florida this 16th day of April, 2014.

McLAUGHLIN ENGINEERING COMPANY

JERALD A. McLAUGHLIN
Registered Land Surveyor No. 5269
State of Florida.

NOTES:

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FIELD BOOK NO. _____

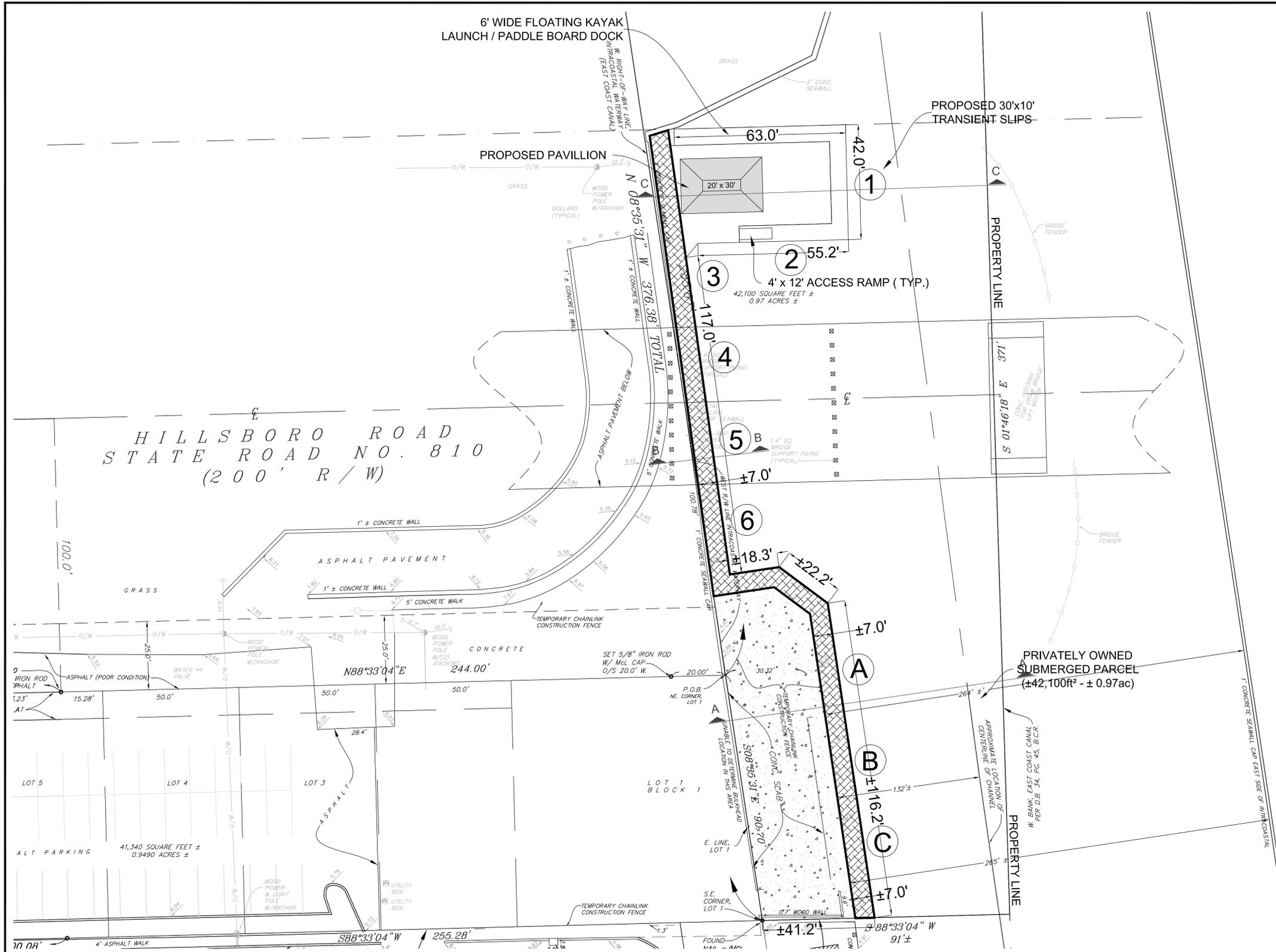
DRAWN BY: JMMjr _____

JOB ORDER NO. U-9161 _____

CHECKED BY: _____

REF. DWG.: 06-3-148

C: \JMMjr\2014\U9161



LEGEND

-  **ADJACENT DECK**
-  **PATIO DOCK**
-  **7' PUBLIC ACCESS**

THIS DRAWING AND ALL APPURTENANT MATTER CONTAINS INFORMATION PROPRIETARY TO THE CHAPPELL GROUP, INC. AND IS LOANED SUBJECT TO RETURN UPON DEMAND AND MUST NOT BE REPRODUCED, COPIED, LOANED, REVEALED, NOR LISTED FOR ANY PURPOSE OTHER THAN THAT FOR WHICH IT IS SPECIFICALLY FURNISHED WITHOUT EXPRESSED WRITTEN CONSENT OF THE CHAPPELL GROUP, INC.
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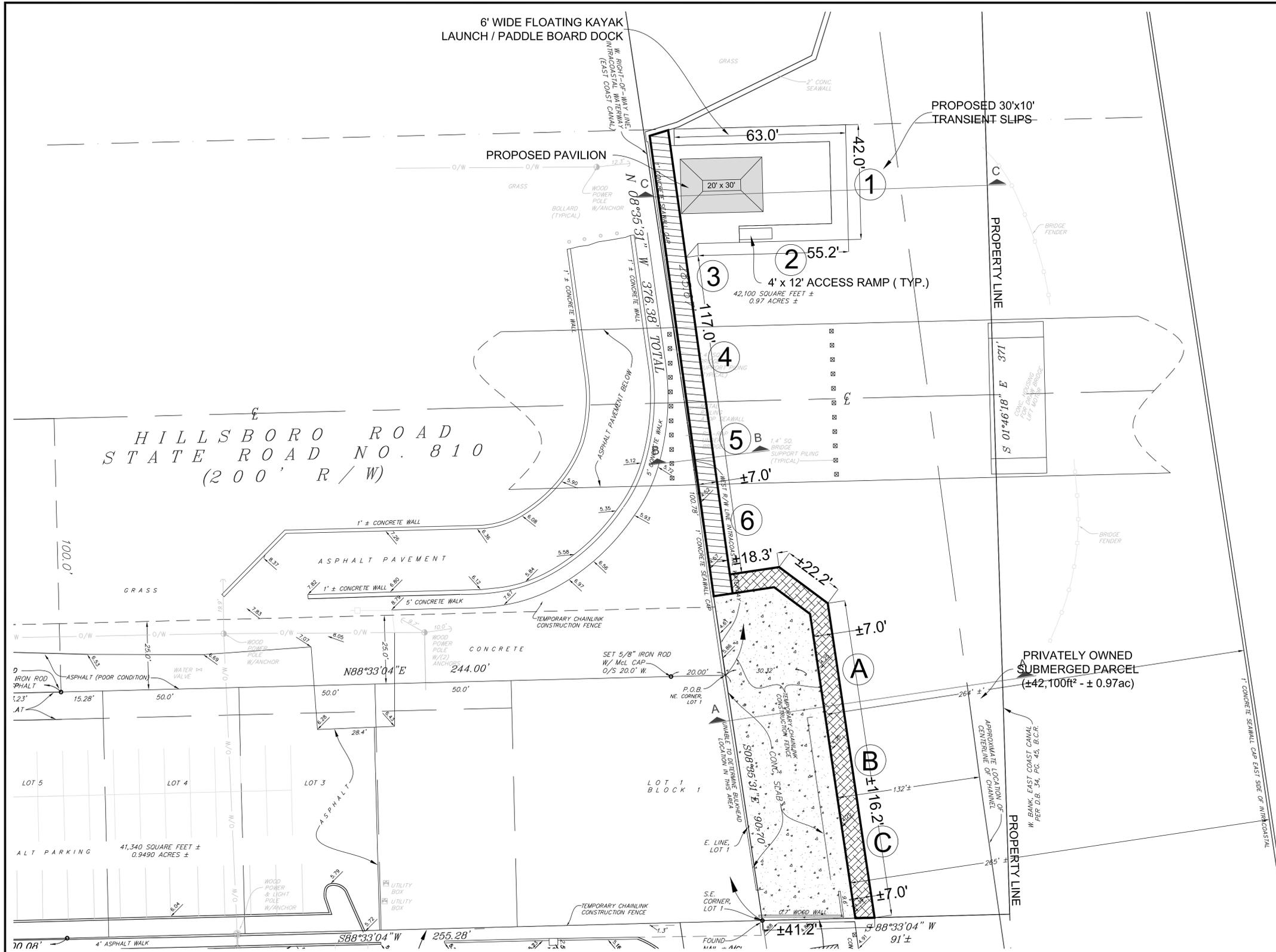
THE Chappell GROUP INC.
 714 East McNab Road
 Pompano Beach, Florida 33060
 tel. 954.782.1908
 fax. 954.782.1108
www.thechappellgroup.com

- Environmental Consultants
- Marina & Wetland Permitting
- Mitigation Design & Monitoring
- T&E Species Surveys
- Phase I ESAs

WATER'S EDGE PEDESTRIAN BOARDWALK

PREPARED FOR:
BLUE WATER VIII

PROPOSED CONDITIONS		
Date: 5-8-14	Sheet :	of :
Proj No.: 06-0042.003	1	1



LEGEND

-  FLOATING DOCK
-  ADJACENT DECK
-  PATIO DOCK
-  7' PUBLIC ACCESS

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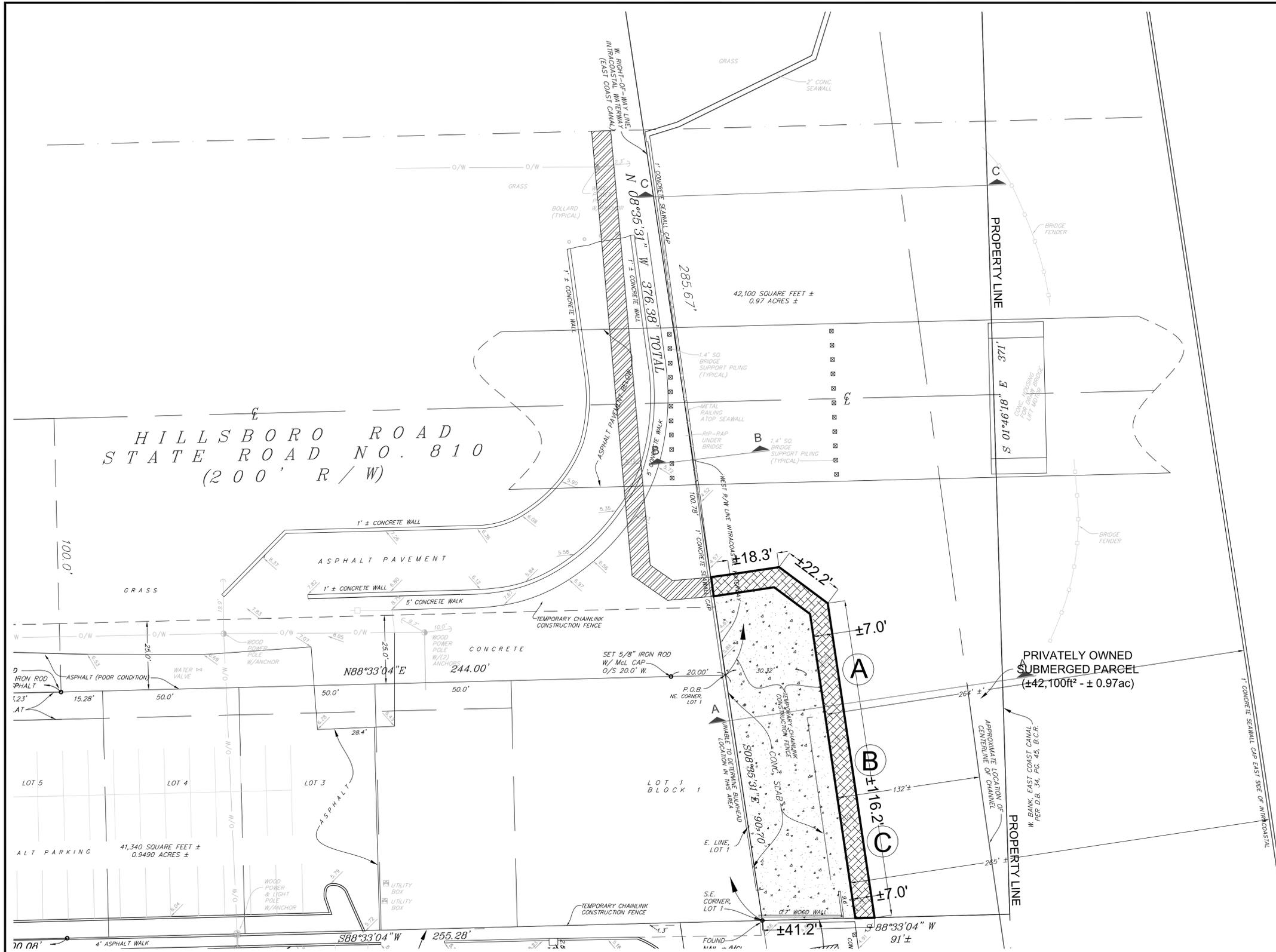
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WATER'S EDGE PEDESTRIAN BOARDWALK

PREPARED FOR:
BLUE WATER VIII

PROPOSED CONDITIONS		
Date: 4-8-14	Sheet :	of :
Proj No.: 06-0042.003	1	1



LEGEND

- DECORATIVE HARDSCAPE PUBLIC ACCESS
- ADJACENT DECK
- PATIO DOCK
- 7' PUBLIC ACCESS

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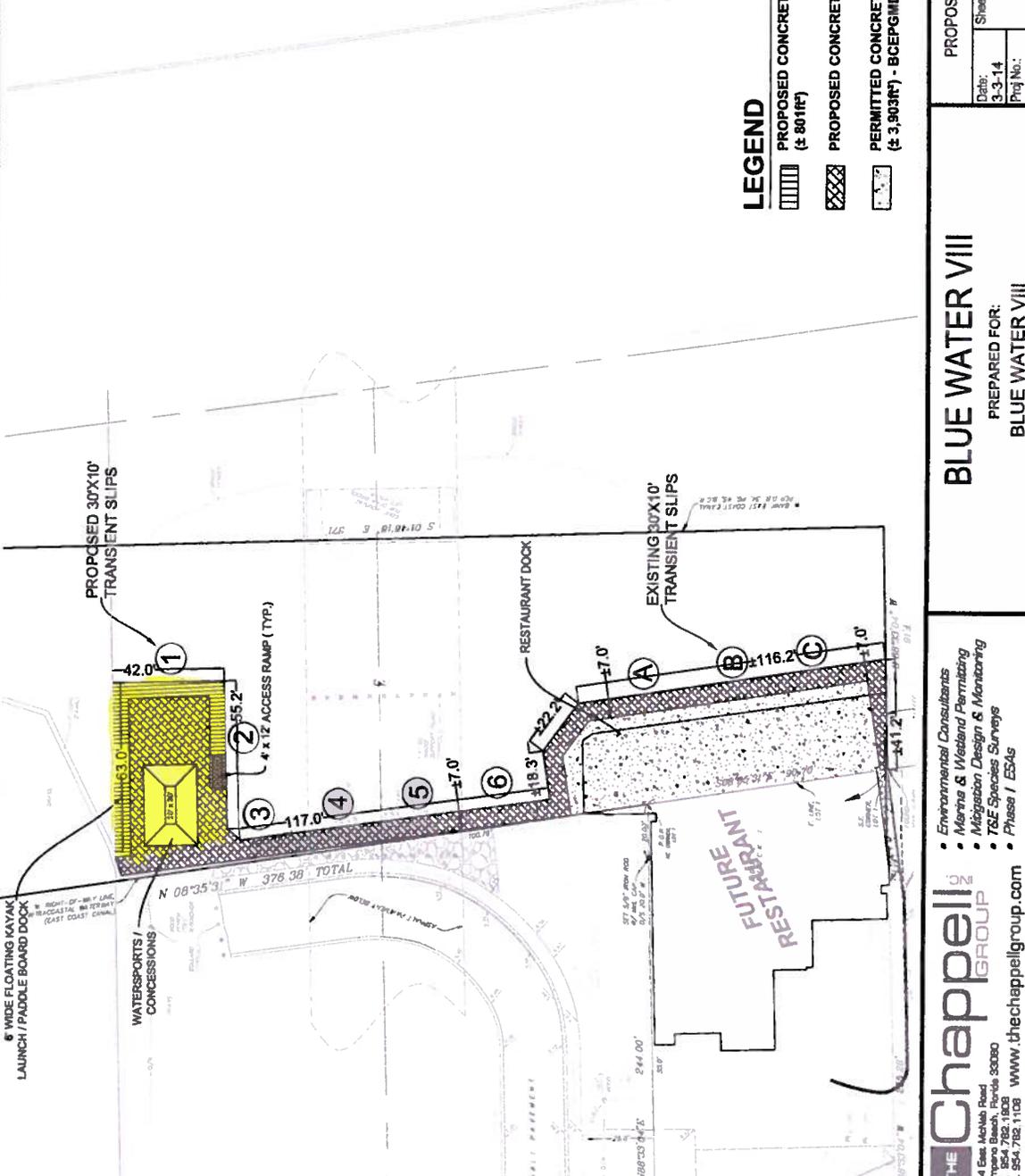
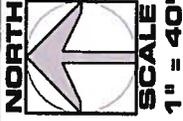
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WATER'S EDGE PEDESTRIAN BOARDWALK

PREPARED FOR:
BLUE WATER VIII

PROPOSED CONDITIONS		
Date: 5.8.14	Sheet :	of :
Proj No.: 06-0042.003	1	1



LEGEND

-  PROPOSED CONCRETE FLOATING DOCK (± 801ft²)
-  PROPOSED CONCRETE DOCK (± 4,260ft²)
-  PERMITTED CONCRETE MARGINAL DOCK (± 3,903ft²) - BCEFGMD DF09-1046 MOD #2

PROPOSED CONDITIONS	
Date: 3-3-14	Sheet: 1 of 1
Proj No.: 06-0042-003	

BLUE WATER VIII
PREPARED FOR:
BLUE WATER VIII

- Environmental Consultancies
- Marina & Wetland Permitting
- Mitigation Design & Monitoring
- T&E Species Surveys
- Phase I ESAs

THE Chappell GROUP
714 East McAlister Road
Pompano Beach, Florida 33060
tel. 954.782.1908
fax. 954.782.1108 www.thechappellgroup.com

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This instrument prepared by:

James W. Govin, Esq.
Saavedra, Pelosi, Goodwin & Hermann
312 SE 17th Street, Second Floor
Fort Lauderdale, FL 33316

NON-EXCLUSIVE GRANT OF EASEMENT

THIS GRANT OF EASEMENT (“Easement”) is made and entered into May ____, 2014 by and between **BLUE WATER VIII, LLC**, a Florida limited liability company, its successors and assigns (hereinafter referred to as “Grantor”), and the **CITY OF DEERFIELD BEACH**, a Florida municipal corporation, whose address is _____ (hereinafter referred to as “Grantee”).

W I T N E S S E T H:

NOW, THEREFORE, for Ten (\$10.00) Dollars and other good and valuable consideration, and the representations, warranties, covenants and agreements herein contained and other valuable consideration, the receipt and adequacy whereof are hereby acknowledged, the parties hereto hereby, intending to be legally bound, represent, warrant, covenant and agree as follows:

1. Access Easement. Grantor has granted and does hereby grant to Grantee an easement and right-of-way for a seven foot (7’) public access way in, upon, over, and across that certain real property described on the attached Exhibit “A.”
2. Easement in Perpetuity; Survival of Covenants. The duration of this Grant of Easement shall be perpetual. Notwithstanding anything contained herein to the contrary, the provisions (including, without limitation, covenants, agreements, representations, warranties, obligations and liabilities described therein) of this Grant of Easement shall not expire and shall continue to be binding upon the applicable party.
3. No Partnership. Nothing in this Grant of Easement creates any relationship between the parties other than that of Grantor and Grantee and nothing in this Grant of Easements constitutes any party a partner of the other party or a joint venturer or member of a common enterprise with the other party.
4. Joint Cooperation. The parties hereto agree to cooperate in good faith to carry out the intent of this Easement. Upon request, each party shall join in and consent to any application, petition or other document required for a regulatory permit or approval or which may reasonably be required by any other party or any utility having jurisdiction over the

easement area or other matters referenced in this Agreement. Nothing herein shall be construed as entitling either party to any additional consideration for any modifications or relocation.

5. Binding on Heirs and Assigns in Perpetuity. This Grant of Easement for shall run with the land and shall be binding and shall inure to the benefit of the parties hereto, their heirs, successors, agents, tenants, licensees, mortgagees, invitees and/or assigns.

IN WITNESS WHEREOF, Grantor has hereunto executed this Grant of Easement on the day first above written.

WITNESSES:

Grantor:

Printed Name

BLUE WATER VIII, LLC, a Florida limited liability company

By: PRS CAPITAL, LP, a Florida limited partnership

BY: PRS CAPITAL GP, LLC, a Florida limited liability company as General Partner

Printed Name

By: _____

Name: PHILLIP ARTHUR SCHUMAN, Manager

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Phillip Arthur Schuman, as Manager of PRS CAPITAL GP, LLC, General Partner of PRS CAPITAL, LP, a Florida limited partnership, the Managing Member of Blue Water VIII LLC, a Florida limited liability company, freely and voluntarily under authority duly vested in him by said corporation. He is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of May, 2014.

Notary Public

Typed, printed or stamped name of Notary Public

My Commission Expires:

Exhibit A

The Pedestrian Access is depicted on the attached Composite Exhibit B. There are three possible configurations of the Pedestrian Access listed B-1, B-1A, and B-2 in order of preference. It is understood that permitting considerations may cause the preferred alternatives to not be achievable, but the parties acknowledged that configuration B-2, at a minimum shall be constructed. Blue Water shall, with the approval of the City, design and obtain all necessary permits, permissions, and authority from all applicable governmental authorities or agencies for the Pedestrian Access at its sole cost and expense. The parties shall make appropriate modifications to the proposed alternatives which are in keeping with the spirit and intent of each alternative and the concept of an attractive and effective Pedestrian Access if necessary to secure necessary approvals. As part of all three iterations, Blue Water shall, at its sole cost and expense, design, permit, and construct that portion of the Pedestrian Access as depicted on Exhibit B which is referred to as the Adjacent Deck because it is directly adjacent to the outside eating area of the proposed restaurant; Blue Water shall also be responsible for the costs to design and construct one of the three alternatives at its sole cost and expense.

From: [O'Leary Mike](#)
To: [Kris Mory](#)
Subject: Fwd: Water's Edge Pedestrian Boardwalk
Date: Thursday, May 08, 2014 10:11:45 AM
Attachments: [image001.png](#)

Begin forwarded message:

From: "Matt Mitchell" <matt@thechappellgroup.com>
Date: March 24, 2014 10:29:26 AM EDT
To: <olearym57@aol.com>
Cc: "Tyler Chappell" <tyler@thechappellgroup.com>
Subject: **Water's Edge Pedestrian Boardwalk**

Good Morning Mike,

As requested, the rough cost estimate for the structures is as follows, and is based on current #s on square foot cost of each:

\$ 341,000.00 For the 7' fixed concrete extension (off of the restaurant dock) and extending to the fixed deck for the pavilion

\$ 80,000.00 for the floating dock

421,000.00

Please let me know if you need anything further.

Regards,
Matt

Matt Mitchell
Project Manager



A Certified MBE/CBE/SBE Firm

714 East McNab Road

Pompano Beach, FL 33060

tel. (954) 782-1908 ext. 302

fax. (954) 782-1108

matt@thechappellgroup.com

www.thechappellgroup.com

Offices in Pompano Beach & Miami Shores

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RESOLUTION NO. 2014/

A RESOLUTION OF THE BOARD OF THE DEERFIELD BEACH COMMUNITY REDEVELOPMENT AGENCY (CRA) AUTHORIZING THE POTENTIAL FUNDING OF A PORTION OF THE COST OF THE CONSTRUCTION OF PUBLIC PEDESTRIAN ACCESS FACILITIES FROM SULLIVAN PARK TO THE COVE SHOPPING CENTER AS PER THE TERMS OF BLUE WATERS VIII, LLC DEVELOPER'S AGREEMENT

WHEREAS, the City of Deerfield Beach CRA is planning an expansion and redevelopment of Sullivan Park which plans include constructing a pedestrian boardwalk that connects to the Cove Shopping Center; and

WHEREAS, as part of the developers agreement (Developer's Agreement) relating to a site plan for a restaurant just south of Hillsboro Boulevard within the Cove Shopping Center (the Restaurant Project), the City of Deerfield Beach and the Restaurant Project developer will agree to a series of quit claim actions in exchange for the construction of a public access walkway (the Pedestrian Access); and

WHEREAS, the draft of the Developer's Agreement contains several development contingencies and associated cost sharing and maintenance arrangements for the Pedestrian Access; and

WHEREAS, the initial cost estimate of the cost of the Pedestrian Access is approximately \$431,000; and

WHEREAS, the Developer's Agreement provides that if Blue Waters is successful in getting a dock facility providing certain recreational amenities permitted, it will bear 100% of the cost of constructing the public access facility; and

WHEREAS, if Blue Waters is not successful in gaining approval of the dock facility, it will share the cost of constructing the public access facility on a 50/50 basis with the CRA and the CRA would be obligated to pay half (\$215,500) of the construction cost, as documented by invoices, lien releases and inspection records; and

WHEREAS, the execution of the developer's agreement will be a condition of the Blue Waters site plan approval that is scheduled for City Commission consideration on May 20, 2014; and

WHEREAS, the CRA Board finds that the construction of the Pedestrian Access will further the CRA plan and shall further the goals and objectives of the CRA and that adequate funds are available for this expense;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced “Whereas” clauses are true and correct and made a part hereof.

Section 2. If the Developer’s Agreement is executed, the CRA Board does hereby approve funding in the amount of up to \$215,500.00 for a portion of the cost of construction of the public access facility if Blue Waters is not successful in gaining approval of the dock facility pursuant to the Developer’s Agreement. The CRA Director is authorized to take necessary actions to implement this approval.

Section 3. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2014.

JEAN M. ROBB, CHAIR
CRA BOARD

ATTEST:

ADA GRAHAM-JOHNSON, MMC, CITY CLERK

Deerfield/CRA/Resolutions/Blue Water Developers Agreement funding .reso - CRA

**Deerfield Beach
Community Redevelopment Agency
Monthly Expenditure Report**

5/13/2014

As per CRA Resolution 2011-011

Expenditures

Date	Project	Expenditure Description	Amount
		None to report	

Stolen Cars Recovered	
Business Checks	5
Citizen contact	15
F.I. Cards	
Back ups	1
A.O.A.	
P/C forms	
Event Reports	
Moving Citations	
Non Moving Citations	
NTA's:	
Arrests:	
Trespass	
Battery	
Assault	
Robbery	
Other – Explain (Parking citations)	
Prisoners Transported	

CATEGORY	TOTAL
Fights / Disorderly Conduct	1
Stolen Cars Recovered	
Business Checks	15
Citizen contacts	5
F.I. Cards	
Back ups	2
A.O.A.	
P/C forms	
Event Reports	
Moving Citations	
Non Moving Citations	
NTA's:	
Arrests:	
Trespass	
Battery	
Assault	
Robbery	
Other – Explain	
Prisoners Transported	

CATEGORY	TOTAL
Fights / Disorderly Conduct	
Stolen Cars Recovered	
Business Checks	10
Citizen contacts	15
F.I. Cards	
Back ups	2
A.O.A.	
P/C forms	
Event Reports	
Moving Citations	
Non Moving Citations	
NTA's:	
Arrests:	
Trespass	
Battery	
Assault	
Robbery	
Other – Explain	
Prisoners Transported	

4/4/14 Deerfield Beach C R A detail

Date: Friday 4/4/14 Sergeant Guaglione

Deputy #1 Sergeant Guaglione, CCN 4692

Times worked 1800-0200

TIME	LOCATION	INCIDENT & CASE NUMBER
1800	Cove Businesses	Area check
1820	Publix parking lot	Area check
1900	Pier Area	Area check
1930	Sullivan Park 1700 Riverview Road	Traffic stop reference several subject drinking in park and left when they observed a marked police vehicle. 1998 Ford min van FLA Tag #x020hg Driven by Keith Upham w/m 11/8/58 (at large Deerfield), occupied by Joseph Young w/m, 6/14/60 (At Large Deerfield) and Sheila Thorpe w/f, 10/1/74 (at large Deerfield). Upham arrested for driving on a habitual suspended license and 5 citations issued. Area Check completed
2030	Pier parking lot / north pavilion beach area	Area check
2100	NE 2 St & A1A	Businesses area check
2130	200 S. Federal Hwy.	Publix parking lot
2200	SE 1, 2, 3 Streets along beach area	Area check
2230	100-400 SE 12 Ave.	Area check reference complaint regarding suspicious vehicle and drug activity in area.
2300	1400-1500 SE 2&3 Streets	Area check
2330	Pier area	Area check
0000	A1A	Area check north & south of the pier
0030	Cove Businesses	Area check
0115	200 S. Federal Hwy	Business check
0145	Pier Area	Area Check
0200		End of Shift

CATEGORY	TOTAL
Fights / Disorderly Conduct	1
Stolen Cars Recovered	
Business Checks	20
Citizen contacts	25
F.I. Cards	3
Back ups	3
A.O.A.	
P/C forms	1
Event Reports	
Moving Citations	
Non Moving Citations	5
NTA's:	
Arrests:	1 (traffic)
Trespass	
Battery	
Assault	
Robbery	
Other – Explain (Parking citations)	9
Prisoners Transported	

CATEGORY	TOTAL
Fights / Disorderly Conduct	1
Stolen Cars Recovered	
Business Checks	5
Citizen contact	15
F.I. Cards	
Back ups	1
A.O.A.	
P/C forms	
Event Reports	
Moving Citations	
Non Moving Citations	
NTA's:	
Arrests:	
Trespass	
Battery	
Assault	
Robbery	
Other – Explain (Parking citations)	
Prisoners Transported	

CATEGORY	TOTAL
Fights / Disorderly Conduct	
Stolen Cars Recovered	
Business Checks	27
Citizen contacts	75
F.I. Cards	
Back ups	4
A.O.A.	
P/C forms	
Event Reports	
Moving Citations	
Non Moving Citations	
NTA's:	
Arrests:	
Trespass	
Battery	
Assault	
Robbery	
Other – Explain	
Prisoners Transported	

4/5 - 4/6

~~R. McHenry~~ R. McHenry

~~5 Contact~~

19:25 Starbucks 130 S Fed. Dari McGrew (manager)
Homeless people in morning and afternoon on patio

19:32 Office Depot 270 S Fed. Katiana (employee)

19:40 Publix 150 S. Fed. Perry Smith (manager)

19:48 Crime a Burger 1200 E Hills Business Check

19:53 Antonio's Restaurant 1636 ^{SE 3rd Ct} ~~E Hills~~ Business Check

19:57 Las Andes Restaurant 1631 SE 3rd Ct Business Check

20:02 American Rock 1600 Gustava Leonard

20:08 Beach Garage Garage Check

20:21 Beachside 7/eleven Warrall

2

20:23 Island Water Sports 20:23-2045 Parking lot

20:55 Burger Fi

21:35 Ocean 234

22:15 Am Rock Business Check

22:17 Los Andes Business Check

22:25 Public

Cocktails 12:00

CATEGORY	TOTAL
Fight/ Disorderly Conduct	
Stolen Cars Recovered	
Business Checks	30
Citizen Contacts	25
F.I. Cards	
Back ups	
A.O.A.	
P/C forms	
Event Reports	
Moving Citations	
Non Moving Citations	
NTA's:	
Arrests:	
Trespass	
Battery	
Assault	
Robbery	
Other – Explain (Parking citations)	
Prisoners Transported	

CATEGORY	TOTAL
Fights / Disorderly Conduct	1
Stolen Cars Recovered	
Business Checks	20
Citizen contacts	5
F.I. Cards	
Back ups	5
A.O.A.	
P/C forms	
Event Reports	
Moving Citations	
Non Moving Citations	
NTA's:	
Arrests:	
Trespass	
Battery	
Assault	
Robbery	
Other – Explain	
Prisoners Transported	

CATEGORY	TOTAL
Fights / Disorderly Conduct	
Stolen Cars Recovered	
Business Checks	20
Citizen contacts	25
F.I. Cards	
Back ups	2
A.O.A.	
P/C forms	
Event Reports	
Moving Citations	
Non Moving Citations	
NTA's:	
Arrests:	
Trespass	
Battery	
Assault	
Robbery	
Other – Explain	
Prisoners Transported	

CATEGORY	TOTAL
Fights / Disorderly Conduct	
Stolen Cars Recovered/Repossession	
Business Checks	
Citizen contacts	
F.I. Cards	
Back ups	
A.O.A.	
P/C forms	
Event Reports	
Moving Citations	
Non Moving Citations	
NTA's:	
Arrests:	
Trespass	
Battery	
Assault	
Robbery	
Other – Explain	
Prisoners Transported	

CATEGORY	TOTAL
Fights / Disorderly Conduct	
Stolen Cars Recovered	
Business Checks	20
Citizen contacts	25
F.I. Cards	
Back ups	
A.O.A.	
P/C forms	
Event Reports	
Moving Citations	
Non Moving Citations	
NTA's:	
Arrests:	
Trespass	
Battery	
Assault	
Robbery	
Other – Explain	
Prisoners Transported	

CATEGORY	TOTAL
Fights / Disorderly Conduct	
Stolen Cars Recovered	
Business Checks	20
Citizen contacts	25
F.I. Cards	
Back ups	1
A.O.A.	
P/C forms	
Event Reports	
Moving Citations	
Non Moving Citations	1
NTA's:	
Arrests:	
Trespass	
Battery	
Assault	
Robbery	
Other – Explain (Parking citations)	
Prisoners Transported	

CATEGORY	TOTAL
Fights / Disorderly Conduct	
Stolen Cars Recovered	
Business Checks	20
Citizen contacts	14
F.I. Cards	
Back ups	6
A.O.A.	
P/C forms	
Event Reports	
Moving Citations	
Non Moving Citations	
NTA's:	
Arrests:	
Trespass	
Battery	
Assault	
Robbery	
Other – Explain	
Prisoners Transported	

CATEGORY	TOTAL
Fights / Disorderly Conduct	
Stolen Cars Recovered	
Business Checks	5
Citizen contacts	1
F.I. Cards	
Back ups	
A.O.A.	
P/C forms	
Event Reports	
Moving Citations	
Non Moving Citations	
NTA's:	
Arrests:	
Trespass	
Battery	
Assault	
Robbery	
Other – Explain	
Prisoners Transported	

CATEGORY	TOTAL
Fights / Disorderly Conduct	1
Stolen Cars Recovered	
Business Checks	20
Citizen contacts	1
F.I. Cards	
Back ups	3
A.O.A.	
P/C forms	
Event Reports	
Moving Citations	
Non Moving Citations	
NTA's:	
Arrests:	
Trespass	
Battery	
Assault	
Robbery	
Other - Explain - <i>Parking citations</i>	14
Prisoners Transported	

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CATEGORY	TOTAL
Fights / Disorderly Conduct	
Stolen Cars Recovered	
Business Checks	20
Citizen contacts	30
F.I. Cards	
Back ups	
A.O.A.	
P/C forms	
Event Reports	
Moving Citations	
Non Moving Citations	
NTA's:	
Arrests:	
Trespass	
Battery	
Assault	
Robbery	
Other – Explain	
Prisoners Transported	

CATEGORY	TOTAL
Fights / Disorderly Conduct	
Stolen Cars Recovered	
Business Checks IIII IIII	9
Citizen contacts IIII II	7
F.I. Cards	
Back ups II	2
A.O.A.	
P/C forms	
Event Reports	
Moving Citations	
Non Moving Citations 5	5
NTA's:	
Arrests:	
Trespass	
Battery	
Assault	
Robbery	
Other – Explain Foot pedal IIII IIII	8
Prisoners Transported	

CATEGORY	TOTAL
Fights / Disorderly Conduct	
Stolen Cars Recovered	
Business Checks	25
Citizen contacts	35
F.I. Cards	
Back ups	
A.O.A.	
P/C forms	
Event Reports	
Moving Citations	
Non Moving Citations	
NTA's:	
Arrests:	
Trespass	
Battery	
Assault	
Robbery	
Other – Explain	
Prisoners Transported	

CATEGORY	TOTAL
Fights / Disorderly Conduct	
Stolen Cars Recovered	
Business Checks	10
Citizen contacts	5
F.I. Cards	1
Back ups	1
A.O.A.	
P/C forms	1
Event Reports	1
Moving Citations	
Non Moving Citations	
NTA's:	
Arrests:	1
Trespass	
Battery	
Assault	
Robbery	
Other – Explain	
Prisoners Transported	
Parking tickets	18

CATEGORY	TOTAL
Fights / Disorderly Conduct	1
Stolen Cars Recovered	
Business Checks	20
Citizen contacts	25
F.I. Cards	0
Back ups	2
A.O.A.	
P/C forms	0
Event Reports	
Moving Citations	2
Non Moving Citations	0
NTA's:	
Arrests:	
Trespass	
Battery	
Assault	
Robbery	
Other – Explain (Parking citations)	
Prisoners Transported	

CATEGORY	TOTAL
Fights / Disorderly Conduct	
Stolen Cars Recovered/Repossession	
Business Checks	
Citizen contacts	
F.I. Cards	
Back ups	
A.O.A.	
P/C forms	
Event Reports	
Moving Citations	
Non Moving Citations	7
NTA's:	
Arrests:	
Trespass	
Battery	
Assault	
Robbery	
Other – Explain	
Prisoners Transported	

CATEGORY	TOTAL
Fights / Disorderly Conduct	
Stolen Cars Recovered	
Business Checks	20
Citizen contacts	30
F.I. Cards	
Back ups	1
A.O.A.	
P/C forms	
Event Reports	
Moving Citations	
Non Moving Citations	
NTA's:	
Arrests:	
Trespass	
Battery	
Assault	
Robbery	
Other – Explain	
Prisoners Transported	

CATEGORY	TOTAL
Fights / Disorderly Conduct	2
Stolen Cars Recovered	
Business Checks	22
Citizen contacts	
F.I. Cards	
Back ups	4
A.O.A.	
P/C forms	
Event Reports	
Moving Citations	
Non Moving Citations	
NTA's:	
Arrests:	
Trespass	
Battery	
Assault	
Robbery	
Other – Explain	
Prisoners Transported	