

Prepared by:  
Goldasich  
JJ Goldasich and Associates, Inc.  
7050 W Palmetto Park Road, 15-507  
Boca Raton, FL 33433

Return original or certified  
recorded document to (Agency):  
Broward County - EPD  
1 University Drive, Mailbox 201  
Plantation, Florida 33324

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## Joint Deed of Conservation Easement Standard (within Broward County)

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**THIS JOINT DEED OF CONSERVATION EASEMENT** ("Conservation Easement") is given this 26th day of April, 2024 by PRH-Dania Beach, LLC ("Grantor") whose mailing address is 2850 Tigertail Avenue, 8th Floor, Coconut Grove, FL 33133 to the South Florida Water Management District, 3301 Gun Club Road, West Palm Beach, FL 33406 and Broward County, a political subdivision of the state of Florida, 115 South Andrews Avenue, Room 409, Fort Lauderdale, Florida 33301 (collectively referred to as "Grantees"). As used herein, the term "Grantor" shall include any and all heirs, successors, or assigns of Grantor, and all subsequent owners of the "Conservation Easement Area" (as hereinafter defined) and the term "Grantees" shall include any successor or assignee of Grantees.

### WITNESSETH

**WHEREAS**, Grantor is the fee simple owner of certain lands situated in Broward County, Florida, and more specifically depicted on the location map in Exhibit "A" attached hereto and incorporated herein (the "Property"); and

**WHEREAS**, South Florida Water Management District Permit No. 06-80202-P ("Permit") and Broward County License No. DF20-1158 ("License") (collectively "Permit and License") and any modifications thereto issued by the Grantees authorize certain activities which could affect wetlands, surface waters, or other aquatic resources in or of the State of Florida; and

**WHEREAS**, Grantor, in consideration of the consent granted by the Permit and License or other good and valuable consideration provided to Grantor, is agreeable to granting and securing to the Grantees a perpetual Conservation Easement as defined in Section 704.06, Florida Statutes (F.S.), over the area of the Property described on Exhibit "B" ("Conservation Easement Area"); and

**WHEREAS**, Grantor grants this Conservation Easement as a condition of the Permit and License solely to off-set or prevent adverse impacts to natural resources, fish and wildlife, and wetland functions; and



**NOW, THEREFORE,** in consideration of the issuance of the Permit and License to construct and operate the permitted and licensed activity, and as an inducement to Grantees in issuing the Permit and License, together with other good and valuable consideration provided to Grantor, the adequacy and receipt of which are hereby acknowledged, Grantor hereby voluntarily grants, creates, conveys, and establishes a perpetual Conservation Easement for and in favor of Grantees upon the Conservation Easement Area described on Exhibit "B" which shall run with the land and be binding upon Grantor, and shall remain in full force and effect forever.

The scope, nature, and character of this Conservation Easement shall be as follows:

1. **Recitals.** The recitals hereinabove set forth are true and correct and are hereby incorporated into and made a part of this Conservation Easement.

2. **Purpose.** It is the purpose of this Conservation Easement to retain land or water areas in their existing, natural, vegetative, hydrologic, scenic, open, or wooded condition and to retain such areas as suitable habitat for fish, plants, or wildlife in accordance with Section 704.06, F.S. Those wetland and upland areas included in this Conservation Easement which are to be preserved, enhanced, restored, or created pursuant to the Permit and License (or any modifications thereto) and any Management Plan attached hereto as Exhibit "C" ("Management Plan") which has been approved in writing by Grantees, shall be retained and maintained in the preserved, enhanced, restored, or created condition required by the Permit and License (or any modifications thereto).

To carry out this purpose, the following rights are conveyed to Grantees by this Conservation Easement:

a. To enter upon the Conservation Easement Area at reasonable times with any necessary equipment or vehicles to inspect, to determine compliance with the covenants and prohibitions contained in this Conservation Easement, and to enforce the rights herein granted in a manner that will not unreasonably interfere with the use and quiet enjoyment of the Conservation Easement Area by Grantor at the time of such entry; and

b. To proceed at law or in equity to enforce the provisions of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and to require the restoration of such areas or features of the Conservation Easement Area that may be damaged by any activity or use that is inconsistent with this Conservation Easement.

3. **Prohibited Uses.** Except for activities that are permitted and licensed or required by the Permit and License (or any modification thereto) (which may include preservation, enhancement, restoration, creation, maintenance, monitoring activities, or surface water management improvements) or other activities described herein or in the Management Plan (if any), any activity on or use of the Conservation Easement Area inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities are expressly prohibited in or on the Conservation Easement Area:

a. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;

b. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;

c. Removing, destroying or trimming trees, shrubs, or other vegetation, except:

i. The removal of dead trees and shrubs or leaning trees that could cause damage to property is authorized;

ii. The destruction and removal of noxious, nuisance or exotic invasive plant species as listed on the most recent Florida Exotic Pest Plant Council's List of Invasive Species is authorized;

iii. Activities authorized by the Permit and License, described in the Management Plan, or otherwise approved in writing by Grantees are authorized; and

- iv. Activities conducted in accordance with a wildfire mitigation plan developed with the Florida Forest Service that has been approved in writing by Grantees are authorized. No later than thirty (30) days before commencing any activities to implement the approved wildfire mitigation plan, Grantor shall notify Grantees in writing of its intent to commence such activities. All such activities may only be completed during the time period for which Grantees approved the plan;
- d. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface;
- e. Surface use except for purposes that permit the land or water area to remain in its natural, restored, enhanced, or created condition;
- f. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation including, but not limited to, ditching, diking, clearing, and fencing;
- g. Acts or uses detrimental to such aforementioned retention of land or water areas; and
- h. Acts or uses which are detrimental to the preservation of the structural integrity or physical appearance of sites or properties having historical, archaeological, or cultural significance.

4. **Grantor's Reserved Rights.** Grantor reserves all rights as owner of the Conservation Easement Area, including the right to engage or to permit or invite others to engage in all uses of the Conservation Easement Area that are not prohibited herein and which are not inconsistent with the Permit and License (or any modifications thereto), Management Plan (if any), or the intent and purposes of this Conservation Easement.

5. **No Dedication.** No right of access by the general public to any portion of the Conservation Easement Area is conveyed by this Conservation Easement.

6. **Grantees' Liability.** Grantees' liability is limited as provided in Sections 704.06(10) and 768.28, F.S. Additionally, Grantees shall not be responsible for any costs or liabilities related to the operation, upkeep, or maintenance of the Conservation Easement Area.

7. **Enforcement.** Enforcement of the terms, provisions, and restrictions of this Conservation Easement shall be at the reasonable discretion of Grantees, and any forbearance on behalf of Grantees to exercise their rights hereunder in the event of any breach hereof by Grantor, shall not be deemed or construed to be a waiver of Grantees' rights hereunder. Grantees shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement.

8. **Taxes.** When perpetual maintenance is required by the Permit or License, Grantor shall pay before delinquency any and all taxes, assessments, fees, and charges of whatever description levied on or assessed by competent authority on the Conservation Easement Area, and shall furnish Grantees with satisfactory evidence of payment upon request.

9. **Assignment.** Grantees will hold this Conservation Easement exclusively for conservation purposes. Grantees will not assign their rights and obligations under this Conservation Easement except to another organization or entity qualified to hold such interests under the applicable state laws.

10. **Severability.** If any provision of this Conservation Easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this Conservation Easement shall not be affected thereby, as long as the purpose of the Conservation Easement is preserved.

11. **Terms and Restrictions.** Grantor shall insert the terms and restrictions of this Conservation Easement in any subsequent deed or other legal instrument by which Grantor divests itself of any interest in this Conservation Easement.

12. **Written Notice.** All notices, consents, approvals, or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.

13. **Modifications.** This Conservation Easement may be amended, altered, released, or revoked only by written agreement between the parties hereto or their heirs, assigns or successors-in-interest, which shall be recorded in the Official Records of Broward County, Florida.

14. **Recordation.** Grantor shall record this Conservation Easement in timely fashion in the Official Records of Broward County, Florida, and shall rerecord it at any time Grantees may require to preserve its rights. Grantor shall pay all recording costs and taxes necessary to record this Conservation Easement in the public records. Grantor will hold Grantees harmless from any recording costs or taxes necessary to record this Conservation Easement in the public records.

**TO HAVE AND TO HOLD** unto Grantees forever. The covenants, terms, conditions, restrictions, and purposes imposed with this Conservation Easement shall be binding upon Grantor, and shall continue as a servitude running in perpetuity with the Conservation Easement Area.

Grantor hereby covenants with Grantees that Grantor is lawfully seized of said Conservation Easement Area in fee simple; that the Conservation Easement Area is free and clear of all encumbrances that are inconsistent with the terms of this Conservation Easement; all mortgages and liens on the Conservation Easement Area, if any, have been subordinated to this Conservation Easement; that Grantor has good right and lawful authority to convey this Conservation Easement; and that it hereby fully warrants and defends record title to the Conservation Easement Area hereby conveyed against the lawful claims of all persons whomsoever.

(INTENTIONALLY LEFT BLANK)

PRH-Dania Beach LLC

IN WITNESS WHEREOF, ("Grantor") has hereunto set its authorized hand this 26<sup>th</sup> day of April, 20 24.

A Florida corporation or  LLC (choose one)

By: [Signature]  
(Signature)

Name: Patrick Campbell

Title: Vice President

2850 Tigertail Ave suite 800  
Miami, FL 33133

Signed, sealed and delivered in our presence as witnesses:

By: [Signature]  
(Signature)

Name: Annia Febles  
(Print)

2850 Tigertail Avenue, Suite 800, Miami, FL 33133

By: [Signature]  
(Signature)

Name: Jessica Viana  
(Print)

2850 Tigertail Avenue, Suite 800, Miami, FL 33133

STATE OF FLORIDA

COUNTY OF Miami Dade

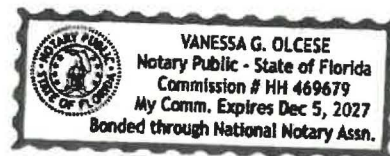
On this 26<sup>th</sup> day of April, 2024, before me, the undersigned notary public, personally appeared Patrick Campbell, the person who subscribed to the foregoing instrument, as the V.P. (title), of PRH-Dania Beach, LLC  (corporation), a Florida corporation, or  LLC (choose one) and acknowledged that he/she executed the same on behalf of said  corporation, or  LLC (choose one) and that he/she was duly authorized to do so. He/She is personally known to me or has produced a \_\_\_\_\_ (state) driver's license as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

[Signature]  
(Signature)

Vanessa Olcese  
(Name)



My Commission Expires: 12/05/2027

**Mortgagee (Lender) Joinder, Consent, and Subordination**

For Ten Dollars (\$10.00) and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, \_\_\_\_\_, the owner and holder of a mortgage dated \_\_\_\_\_, in the original principal amount of \$ \_\_\_\_\_, given by \_\_\_\_\_ ("Mortgagor/Borrower") to \_\_\_\_\_ ("Mortgagee/Lender"), encumbering the real property described on Exhibit "B" attached hereto ("Conservation Easement Area"), which is recorded in Official Records Book \_\_\_\_\_ at Page \_\_\_\_\_, together with that certain Assignment of Leases and Rents recorded in Official Records Book \_\_\_\_\_, at Page \_\_\_\_\_, and those certain UCC-1 Financing Statement(s) recorded in Official Records Book \_\_\_\_\_, at Page \_\_\_\_\_, all of the Public Records of Broward County, Florida (said mortgage, assignment of leases and rents, and UCC-1 Financing Statements, as modified, are hereinafter referred to as the "Mortgage"), hereby joins in, consents to and subordinates the lien of its Mortgage, as it has been, and as it may be, modified, amended and assigned from time to time, to the foregoing Conservation Easement, granted to Choose an item. and Broward County, as said Conservation Easement may be modified, amended, and assigned from time to time, with the intent that the Mortgage shall be subject and subordinate to the Conservation Easement.

**IN WITNESS WHEREOF**, this Mortgagee/Lender Joinder, Consent, and Subordination is made this \_

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_ (Mortgagee/Lender)

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

Title: \_\_\_\_\_  
(Print)

WITNESSES:

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Print)

Name: \_\_\_\_\_  
(Print)

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by \_\_\_\_\_ (print name), as \_\_\_\_\_  
\_\_\_\_\_ (title) of \_\_\_\_\_ (Mortgagee/Lender), on behalf of the \_\_\_\_\_  
\_\_\_\_\_  (corporation), a Florida corporation, or  \_\_\_\_\_  
\_\_\_\_\_ (choose one). He/She is personally known to me or has produced  
a \_\_\_\_\_ (state) driver's license as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

My Commission Expires: \_\_\_\_\_

**EXHIBIT A**

LOCATION MAP



**McLAUGHLIN ENGINEERING COMPANY**  
 A DIVISION OF CONTROL POINT ASSOCIATES, FL, LLC LB 8137  
 TRADITIONAL METHODS | MODERN APPROACHES  
 1700 N.W. 64th STREET #400, FORT LAUDERDALE, FLORIDA 33309  
 PHONE: (954) 763-7611 \* EMAIL: DDONAHOE@CPASURVEY.COM

**SKETCH AND DESCRIPTION  
OVERALL ALDER SITE**

A portion of the West one-half (W 1/2) of the Southeast one-quarter (SE 1/4) of the Northeast one-quarter (NE 1/4) of the Southwest one-quarter (SW 1/4) of Section 35, Township 50 South, Range 42 East, Broward County, Florida, Less right-of-way for Dania Beach Boulevard, more fully described as follows:

A portion of the West one-half (W 1/2) of the Southeast one-quarter (SE 1/4) of the Northeast one-quarter (NE 1/4) of the Southwest one-quarter (SW 1/4) of Section 35, Township 50 South, Range 42 East, Broward County, Florida, Less right-of-way for Dania Beach Boulevard, more fully described as follows:

Beginning at the Southwest corner of THE PAVILION, according to the plat thereof, as recorded in Plat Book 77, Page 20, of the public records of Broward County, Florida; thence North 00°44'37" East, on the West line of Lots 1 and 2 of said THE PAVILION, being the East line of the West one-half (W 1/2) of the Southeast one-quarter (SE 1/4) of the Northeast one-quarter (NE 1/4) of the Southwest one-quarter (SW 1/4) of said Section 35, a distance of 571.77 feet; thence South 89°39'38" West, on the South line of Lot 3 of said THE PAVILION, being the North line of the West one-half (W 1/2) of the Southeast one-quarter (SE 1/4) of the Northeast one-quarter (NE 1/4) of the Southwest one-quarter (SW 1/4) of said Section 35, a distance of 332.45 feet; thence South 00°45'08" West, on the East line of RODDY DANIA PLAT NO. 1, according to the plat thereof, as recorded in Plat Book 102, Page 26, of the public records of Broward County, Florida, being the West line of the West one-half (W 1/2) of the Southeast one-quarter (SE 1/4) of the Northeast one-quarter (NE 1/4) of the Southwest one-quarter (SW 1/4) of said Section 35, a distance of 569.80 feet; thence North 90°00'00" East, on the North right-of-way line of Dania Beach Boulevard (State Road A-1-A, 100 foot right-of-way), a distance of 332.50 feet to the Point of Beginning.

Said lands situate, lying and being in the City of Dania Beach, Broward County, Florida and containing 189,748 square feet or 4.3560 acres more or less.

**PROPOSED "ALDER PLAT"**

**NOTES:**

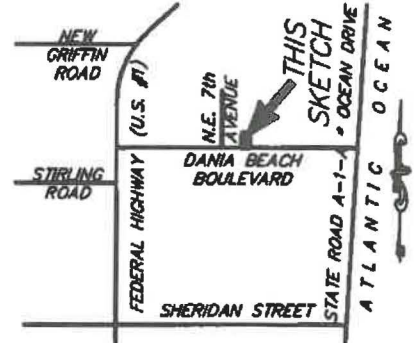
- 1) This sketch reflects all easements and rights-of-way, as shown on above referenced record plat(s). The subject property was not abstracted for other easements, road reservations or rights-of-way of record by McLaughlin Engineering Company, A Division of Control Point Associates, FL, LLC.
- 2) Legal description prepared by McLaughlin Engineering Co., A Division of Control Point Associates, FL, LLC.
- 3) This drawing is not valid unless sealed with an appropriate surveyors seal.
- 4) THIS IS NOT A BOUNDARY SURVEY.
- 5) Bearings shown are based on State Plane Coordinates 1983 NAD and references the West line of THE PAVILION (77/20 B.C.R.) as North 00°44'37" East.

**CERTIFICATION**

Certified Correct. Dated at Fort Lauderdale, Florida this 20th day of March, 2024.

McLAUGHLIN ENGINEERING COMPANY  
A DIVISION OF CONTROL POINT ASSOC. FL, LLC.

*Jerald A. McLaughlin*  
**JERALD A. McLAUGHLIN**  
 Registered Land Surveyor No. LS5269  
 State of Florida.



**LOCATION MAP  
NOT TO SCALE**

FIELD BOOK NO. REF. DWG.: 89-3-035

DRAWN BY: JMMjr

JOB ORDER NO. 15-230008-01

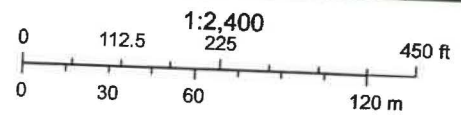
CHECKED BY: \_\_\_\_\_

C: \JMMjr\2024\15-230008-01 (SKETCHES)



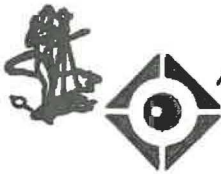


January 30, 2020



**EXHIBIT B**

**LEGAL DESCRIPTION AND SKETCH OF CONSERVATION AREA**



**McLAUGHLIN ENGINEERING COMPANY**  
 A DIVISION OF CONTROL POINT ASSOCIATES, FL, LLC LB 8137  
 TRADITIONAL METHODS | MODERN APPROACHES  
 1700 N.W. 64th STREET #400, FORT LAUDERDALE, FLORIDA 33309  
 PHONE: (954) 763-7611 \* EMAIL: DDONAHOE@CPASURVEY.COM

**SKETCH AND DESCRIPTION  
 CONSERVATION EASEMENT  
 ALDER SITE**

**LEGAL DESCRIPTION:**

A portion of the West one-half (W 1/2) of the Southeast one-quarter (SE 1/4) of the Northeast one-quarter (NE 1/4) of the Southwest one-quarter (SW 1/4) of Section 35, Township 50 South, Range 42 East, Broward County, Florida, Less right-of-way for Dania Beach Boulevard, more fully described as follows:



**LOCATION MAP  
 NOT TO SCALE**

Commencing at the Southwest corner of THE PAVILION, according to the plat thereof, as recorded in Plat Book 77, Page 20, of the public records of Broward County, Florida; thence North 00°44'37" East, on the West line of Lots 1 and 2 of said THE PAVILION, being the East line of the West one-half (W 1/2) of the Southeast one-quarter (SE 1/4) of the Northeast one-quarter (NE 1/4) of the Southwest one-quarter (SW 1/4) of said Section 35, a distance of 445.77 feet to the Point of Beginning; thence continuing North 00°44'37" East, on said West line of Lot 2, THE PAVILION, being the East line of the West one-half (W 1/2) of the Southeast one-quarter (SE 1/4) of the Northeast one-quarter (NE 1/4) of the Southwest one-quarter (SW 1/4) of said Section 35, a distance of 126.00 feet; thence South 89°39'38" West, on the South line of Lot 3 of said THE PAVILION, being the North line of the West one-half (W 1/2) of the Southeast one-quarter (SE 1/4) of the Northeast one-quarter (NE 1/4) of the Southwest one-quarter (SW 1/4) of said Section 35, a distance of 332.45 feet; thence South 00°45'08" West, on the East line of RODDY DANIA PLAT NO. 1, according to the plat thereof, as recorded in Plat Book 102, Page 26, of the public records of Broward County, Florida, being the West line of the West one-half (W 1/2) of the Southeast one-quarter (SE 1/4) of the Northeast one-quarter (NE 1/4) of the Southwest one-quarter (SW 1/4) of said Section 35, a distance of 126.00 feet; thence North 89°39'38" East, a distance of 332.47 feet to the Point of Beginning.

Said lands situate, lying and being in the City of Dania Beach, Broward County, Florida and containing 41,882 square feet or 0.9615 acres more or less.

**PORTION OF PROPOSED "ALDER PLAT"**

**CERTIFICATION**

**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, A Division of Control Point Associates, FL, LLC.
- 2) Legal description prepared by McLaughlin Engineering Co., A Division of Control Point Associates, FL, LLC.
- 3) This drawing is not valid unless sealed with an appropriate surveyors seal.
- 4) THIS IS NOT A BOUNDARY SURVEY.
- 5) Bearings shown are based on State Plane Coordinates 1983 NAD and references the West line of THE PAVILION (77/20 B.C.R.) as North 00°44'37" East.

Certified Correct. Dated at Fort Lauderdale, Florida this 20th day of March, 2024.

McLAUGHLIN ENGINEERING COMPANY  
 A DIVISION OF CONTROL POINT ASSOC. FL, LLC.

  
 JERALD A. McLAUGHLIN  
 Registered Land Surveyor No. LS5269  
 State of Florida.

FIELD BOOK NO. REF. DWG.: 89-3-035

DRAWN BY: JMMjr

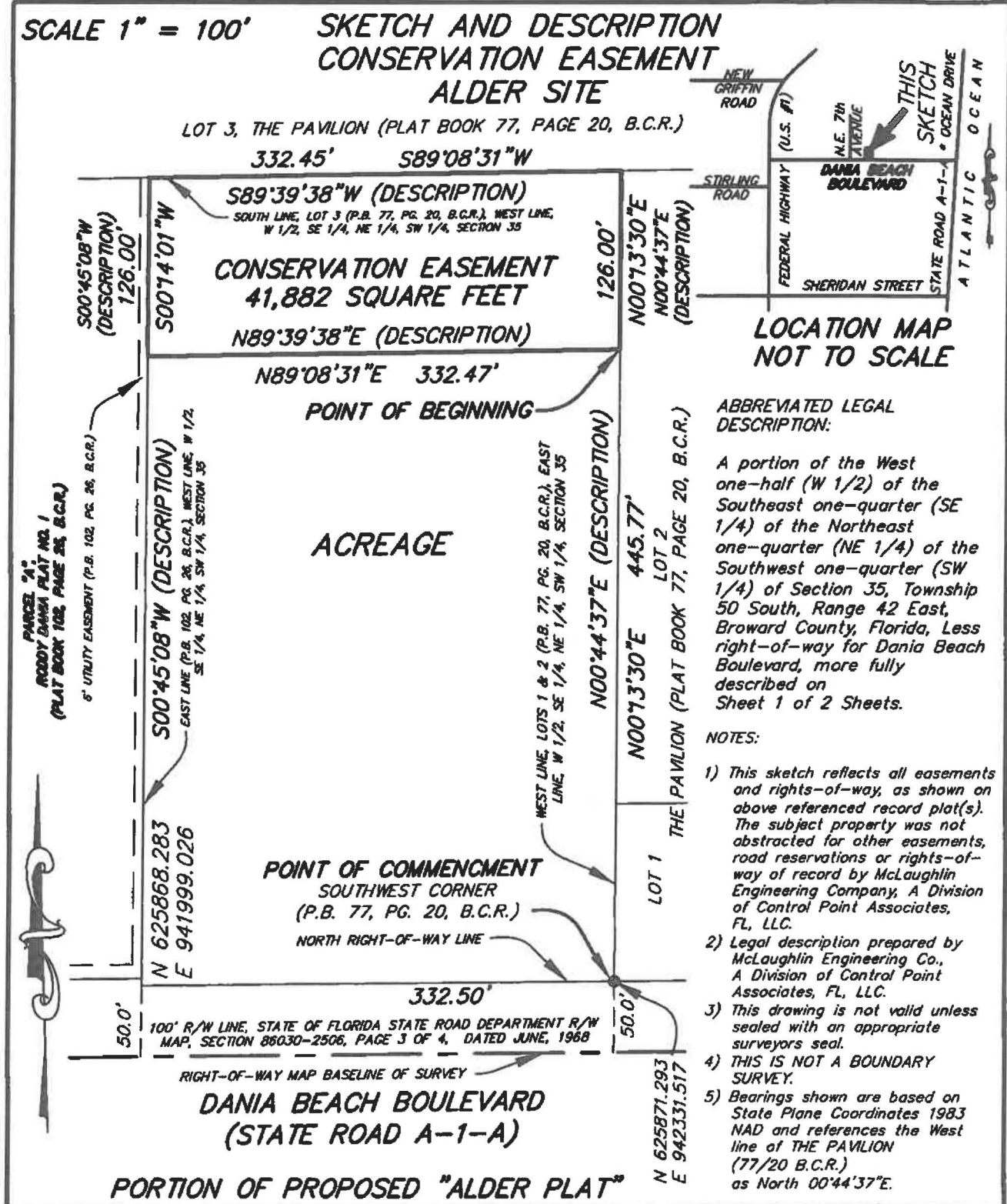
JOB ORDER NO. 15-230008-01

CHECKED BY: \_\_\_\_\_

C: \JMMjr\2024\15-230008-01 (SKETCHES)



**McLAUGHLIN ENGINEERING COMPANY**  
 A DIVISION OF CONTROL POINT ASSOCIATES, FL, LLC LB 8137  
 TRADITIONAL METHODS | MODERN APPROACHES  
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FIELD BOOK NO. REF. DWG.: 89-3-035

DRAWN BY: JMMjr

JOB ORDER NO. 15-230008-01

CHECKED BY: \_\_\_\_\_

C: \JMMjr\2024\15-230008-01 (SKETCHES)

Document Path: F:\My Documents\PRH Related-Adler\_Parcel\Aerial with LIDAR.mxd



**Legend (Total Site = 4.36 acres)**

Adler Site Limits	Wetland Fill (~2.08 acres, ~33,000 cu. yds.)	Onsite Avoidance and Enhancement (~0.97 acres)
PRH Temporary Silt Fence	Wetland Restoration (~0.001 acres)	Upland Area (~1.31 acres)

Initial: 11/26/2020	Revised: 11/02/2021
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**J. J. Goldasich and Associates, Incorporated**

Ecological Services  
Natural System Analysis  
DESIGN/PERMIT-BUILD-MAINTAIN

(561) 883-9555  
jjg@jgoldasich.com  
Seagrass to Sawgrass

**PRH-Dania Beach, LLC**

Onsite Wetland Protection Area  
over 2021 Aerial Photograph  
Broward County, Florida

<b>Onsite Wetland Protection Area Plan</b>
--

www.GoldasichEnvironmental.com

**EXHIBIT C**

**STATE PERMIT AND COUNTY LICENSES**



February 06, 2025

Exhibit 1

PRH-Dania Beach LLC  
Attention: Jorge Perez  
2850 Tigertail Avenue, Suite 800  
Miami, FL 33133

Page 17 of 65

RE: PARKVIEW APARTMENTS  
City of Dania Beach, S/T/R (35-50-42)

This is to notify you of the Resilient Environment Department's (RED) action concerning your application received 10/13/2023. The application has been reviewed for compliance with the following requirements:

**ERP Review - GRANTED**

RED has the authority to review the project for compliance with the provisions of Chapter 373, Part IV, Florida Statutes pursuant to an agreement between RED, DEP and the SFWMD. The agreement is outlined in a document entitled "DELEGATION AGREEMENT AMONG THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT, AND BROWARD COUNTY."

Based on the information submitted, Environmental Resource Permit No. 06-80202-P was issued on 02/06/2025.

Should you object to the conditions of the Environmental Resource Permit, please refer to the attached "Notice of Rights" which addresses the procedures to be followed if you desire a public hearing or other review of the proposed action. Please contact this office if you have any questions concerning this matter. If we do not hear from you in accordance with the attached "Notice of Rights", we will assume you concur with the action taken by RED.

**Broward County Surface Water Management Review - GRANTED**

RED has reviewed the project for compliance with the Surface Water Management requirements of Chapter 27, Article V Sec. 27-191 through 27-202 of the Broward County Code.

Based on the information submitted, Surface Water Management License No. SWM2025-008-0 was issued on 02/06/2025. The above named licensee is hereby authorized to perform the work or operate the facility shown on the approved drawing(s), plans, documents and specifications, as submitted by licensee, and made a part hereof.

Please be advised that no Certificate of Occupancy can be issued on this project until released, in writing, by all RED divisions as required. Such release will be pending approval of any engineering certifications required by specific condition No. 15.

**Broward County Environmental Resource License Review - GRANTED**

RED has reviewed the project, and the construction shall be in accordance with Application DEP form 62-343.900 (1), the RED Addendum, and all associated information received on 06/16/2020. Based on the information submitted, the plans have been approved and stamped with Broward County Environmental Resource License (ERL) No. DF20-1158.

The above referenced approvals will remain in effect subject to the following:

1. Not receiving a filed request for a Chapter 120, Florida Statutes administrative hearing;
2. the attached SFWMD General Conditions;
3. the attached SFWMD Special Conditions;
4. the attached Broward County General Conditions;
5. the attached Broward County Specific Conditions;
6. the attached 29 exhibits.

Issuance of the above referenced Broward County license(s) constitutes a final agency determination. A person with a substantial interest may file a petition to request review of or to intervene in a review of a final administrative determination, subject to the provisions of Section 27-14, Broward County Code of Ordinance.





Broward County Board of County Commissioners  
**Environmental Permitting Division**

Surface Water Management Licensing Program

# “What to Expect When We Are Inspecting Surface Water Management Systems”

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A guideline for **engineers, contractors, and licensees** of surface water management systems when applying for the release of Certificate(s) of Occupancy.

The intent of this document is to establish some guidelines to achieve compliance with the Code while maximizing customer service needs to licensees and their agents and the local building departments by facilitating the Certificate(s) of Occupancy (CO) release procedure for building projects. It is also the intent of this document to encourage licensees and their agents and the local building departments to not put our inspection staff on the “critical path”. ***We recognize that the local building departments must adhere to the requirements of the Florida Building Code and the requirements of Article I of the Broward County Natural Resource Protection Code.***

The Environmental Permitting Division (EPD) - Surface Water Management Licensing program has the responsibility of reviewing designs, licensing, and inspecting surface water management systems within portions of Broward County under the provisions of the Broward County Natural Resource Protection Code, Chapter 27, Section 27-191 through Section 27-201. This includes enforcement for the purpose of protecting our natural resources. This document contains specific information about the EPD’s surface water management inspection procedures, review of record/as-built drawings, and time required to complete the procedure successfully. Please be advised this document may be included with the approved license and may be modified on an as-needed basis.

***The following certification package must be submitted at least two (2) weeks prior to the anticipated date of occupancy; exceptions may be made on a case by case basis.***

***Note: Items 1, 2 & 3 may apply to plans stamped as General Licenses (GL##-###) if approved license is conditioned to provide construction certification.***

1. Final Record/As-built Drawings (hard copy and electronic) of the site, lake/canal slopes, control structure(s) or overflow structure(s) (where applicable), and Finished Floor Elevation(s); etc.
2. Signed and sealed letter from a Florida-Registered Professional Engineer certifying all components of the surface water management system were constructed in substantial conformance with the approved plans; and
3. When requesting a partial certification include a \$100 partial certification fee (fees are subject to change). The certifying engineer must indicate that a substantial amount of the water management system has been constructed to serve the partial phase to satisfy the water quality and water quantity requirements of the Code and exactly which lots/buildings are requested for release.

Staff will perform an inspection on a first-come first-served basis of the above items. A successful submittal of the required items will prevent unwanted delays in the inspection and CO release processes.

***What we look for During the Record/As-Built Drawing Review and During the Inspection***

1. The engineer's letter must contain the appropriate certification language. The suggested wording is located in the Code and in the specific conditions of the license. The letter must be signed and sealed. It is imperative that the engineer of record describe any minor modifications to the system that were made during the construction of the project. However, substantial modifications must have received prior approval by the Surface Water Licensing Program.
2. The as-built/record drawing must document the Finished Floor Elevation(s) showing substantial conformance with approved plans.
3. In addition to rim, manhole, and pipe invert elevations, the plans should contain a sufficient amount of survey information to show that the site grades and perimeter grades were constructed in substantial conformance with the approved plans.
4. If part of the approved system, lake and canal slope as-built plans should contain a substantial number of cross sections (a minimum of 1 section per 50 linear feet is preferred) to show compliance with the Department's slope criteria. The staff reserves the right to require additional slope cross sections as necessary as well as slope regrading. Surface area calculations at the control elevation should be submitted for lakes.
5. Control structure or overflow structure information must show all (as-built) dimensions and elevations.
6. All catch basin and manhole structures must have appropriate mudwork to prevent seepage that could lead to structure/asphalt failures and subsequent turbidity violations.
7. All catch basins, manholes, and pipes must be relatively free of sediment and debris and must be accessible to staff. Arrangements should be made with staff for inspecting basins that are covered with fabric materials for sediment control purposes. Fabric must be removed by the licensee or other appropriate personnel prior to the inspection.
8. Lake, canal, swale, dry detention/retention area slopes must be stabilized through appropriate measures, i.e., no evidence of erosion or sedimentation should be encountered during the inspection. Arrangements should be made with staff with regards to timeliness of sodding or seeding slopes and bottoms of dry detention/retention areas.
9. All baffle mechanisms must be made water tight at all contact surfaces of basin walls by a durable gasket device.

***Successful compliance with the above items will insure a timely release of the Certificate(s) of Occupancy from division staff.***

Upon completion of the field inspection, arrangements with inspection staff will be made to correct all observed field deficiencies. With your cooperation, the Operation Letter will be released upon correction of all field deficiencies.

**Environmental Permitting Division**

Surface Water Management Licensing Program  
1 North University Drive, Mailbox 201 • Plantation, Florida 33324  
Phone 954-519-1483 FAX 954-519-1412

## NOTICE OF RIGHTS

As required by Sections 120.569(1), and 120.60(3), Fla. Stat., following is notice of the opportunities which may be available for administrative hearing or judicial review when the substantial interests of a party are determined by an agency. Please note that this Notice of Rights is not intended to provide legal advice. Not all the legal proceedings detailed below may be an applicable or appropriate remedy. You may wish to consult an attorney regarding your legal rights.

### RIGHT TO REQUEST ADMINISTRATIVE HEARING

A person whose substantial interests are or may be affected by the Broward County Environmental Protection and Growth Management Department's (RED, formerly known as Department of Planning and Environmental Protection or DPEP) action under the "Delegation Agreement Among the Florida Department of Environmental Protection, The South Florida Water Management District and Broward County" has the right to request an administrative hearing on that action pursuant to Sections 120.569 and 120.57, Fla. Stat. Persons seeking a hearing on an RED decision which does or may determine their substantial interests shall file a petition for hearing with the RED Environmental Compliance Administrator, within 21 days of receipt of written notice of the decision, unless the following shorter time period applies: within 14 days of service of an Administrative Order pursuant to Subsection 373.119(1), Fla. Stat. "Receipt of written notice of agency decision" means receipt of either written notice through mail, or electronic mail, or posting that the RED has or intends to take final agency action, or publication of notice that the RED has or intends to take final agency action. Any person who receives written notice of an RED decision and fails to file a written request for hearing within the timeframe described above waives the right to request a hearing on that decision.

### Filing Instructions

The Petition must be filed with the RED Enforcement Administration Section's Environmental Compliance Administrator. Filings with the Environmental Compliance Administrator may be made by mail, hand-delivery or facsimile. **Filings by facsimile will not be accepted after October 1, 2014.** A petition for administrative hearing is deemed filed upon receipt during normal business hours by the Environmental Compliance Administrator, at the Broward County government offices in Plantation, Florida. Any document received by the RED Enforcement Administration after 5:00 p.m. shall be filed as of 8:00 a.m. on the next regular business day. Additional filing instructions are as follows:

- Filings by mail must be addressed to the Environmental Compliance Administrator, Enforcement Administration Section, 1 N University Drive, Suite 307, Plantation, FL 33324.
- Filings by hand-delivery must be delivered to the RED Enforcement Administration Section. **Delivery of a petition to the Broward County security desk does not constitute filing. To ensure proper filing, it will be necessary to request the Broward County security officer to contact the Environmental Compliance Administrator's office.** An employee of the Environmental Compliance Administrator's office will receive and file the petition.
- Filings by e-mail must be transmitted to the RED Enforcement Administration Section at [epdhotline@broward.org](mailto:epdhotline@broward.org). The filing date for a document transmitted by electronic mail shall be the date the RED Enforcement Administration Section receives the complete document. A party who files a document by e-mail shall (1) represent that the original physically signed document will be retained by that party for the duration of the proceeding and of any subsequent appeal or subsequent proceeding in that cause and that the party shall produce it upon the request of other parties; and (2) be responsible for any delay, disruption, or interruption of the electronic signals and accepts the full risk that the document may not be properly filed.

### **Initiation of an Administrative Hearing**

Pursuant to Rules 28-106.201 and 28-106.301, Fla. Admin. Code, initiation of an administrative hearing shall be made by written petition to the RED in legible form and on 8 and 1/2 by 11 inch white paper. All petitions shall contain:

1. Identification of the action being contested, including the permit number, application number, RED file number or any other RED identification number, if known.
2. The name, address and telephone number of the petitioner and petitioner's representative, if any.
3. An explanation of how the petitioner's substantial interests will be affected by the agency determination.
4. A statement of when and how the petitioner received notice of the RED 's decision.
5. A statement of all disputed issues of material fact. If there are none, the petition must so indicate.
6. A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the RED 's proposed action.
7. A statement of the specific rules or statutes the petitioner contends require reversal or modification of the RED 's proposed action.
8. If disputed issues of material fact exist, the statement must also include an explanation of how the alleged facts relate to the specific rules or statutes.
9. A statement of the relief sought by the petitioner, stating precisely the action the petitioner wishes the RED to take with respect to the RED 's proposed action.

A person may file a request for an extension of time for filing a petition. The RED may, for good cause, grant the request. Requests for extension of time must be filed with the RED prior to the deadline for filing a petition for hearing. Such requests for extension shall contain a certificate that the moving party has consulted with all other parties concerning the extension and that the RED and any other parties agree to or oppose the extension. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

If the RED takes action with substantially different impacts on water resources from the notice of intended agency decision, the persons who may be substantially affected shall have an additional point of entry pursuant to Rule 28-106.111, Fla. Admin. Code, unless otherwise provided by law.

### **Mediation**

The procedures for pursuing mediation are set forth in Section 120.573, Fla. Stat., and Rules 28-106.111 and 28-106.401-.405, Fla. Admin. Code. The RED is not proposing mediation for this agency action under Section 120.573, Fla. Stat., at this time.

### **RIGHT TO SEEK JUDICIAL REVIEW**

Pursuant to Sections 120.60(3) and 120.68, Fla. Stat., a party who is adversely affected by final RED action may seek judicial review of the RED 's final decision by filing a notice of appeal pursuant to Florida Rule of Appellate Procedure 9.110 in the Fourth District Court of Appeal or in the appellate district where a party resides and filing a second copy of the notice with the Environmental Compliance Administrator within 30 days of rendering of the final RED action.

## SFWMD General Conditions

1. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with Rule 62-330.315, F.A.C. Any deviations that are not so authorized may subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.
2. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the Agency staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.
3. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation June 2007), and the Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), which are both incorporated by reference in subparagraph 62-330.050 (9)(b)5, F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.
4. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the Agency a fully executed Form 62-330.350(1), 'Construction Commencement Notice,' indicating the expected start and completion dates. A copy of this form may be obtained from the Agency, as described in subsection 62-330.010 (5), F.A.C. If available, an Agency website that fulfills this notification requirement may be used in lieu of the form.
5. Unless the permit is transferred under Rule 62-330.340, F.A.C., or transferred to an operating entity under Rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms and conditions of the permit for the life of the project or activity.
6. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:
  - a. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex - 'Construction Completion and Inspection Certification for Activities Associated With a Private Single-Family Dwelling Unit' [Form 62-330.310(3)]; or
  - b. For all other activities - 'As-Built Certification and Request for Conversion to Operational Phase' [Form 62-330.310(1)].
  - c. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.
7. If the final operation and maintenance entity is a third party:
  - a. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as-built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.3 of Volume I) as filed with the Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.
  - b. Within 30 days of submittal of the as-built certification, the permittee shall submit 'Request for Transfer of Environmental Resource Permit to the Perpetual Operation Entity' [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.
8. The permittee shall notify the Agency in writing of changes required by any other regulatory agency that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.

9. This permit does not:
  - a. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;
  - b. Convey to the permittee or create in the permittee any interest in real property;
  - c. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
  - d. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.
10. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.
11. The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.
12. The permittee shall notify the Agency in writing:
  - a. Immediately if any previously submitted information is discovered to be inaccurate; and
  - b. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.
13. Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.
14. If any prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, work involving subsurface disturbance in the immediate vicinity of such discoveries shall cease. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section, at (850) 245-6333 or (800) 847-7278, as well as the appropriate permitting agency office. Such subsurface work shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and notification shall be provided in accordance with Section 872.05, F.S.
15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.
16. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.
17. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the Agency will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.
18. Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with Rule 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.

1. The permittee shall be responsible for the correction of any erosion, shoaling or water quality problems that result from the construction or operation of the surface water management system.
2. Measures shall be taken during construction to insure that sedimentation and/or turbidity problems are not created in the receiving water.
3. The District reserves the right to require that additional water quality treatment methods be incorporated into the drainage system if such measures are shown to be necessary.
4. Facilities other than those stated herein shall not be constructed without an approved modification of this permit.
5. The conditions outlined in the Broward County Specific Conditions section, except where language specifically relates to Broward County Code, are incorporated into these SFWMD Special Conditions.
6. A stable, permanent and accessible elevation reference shall be established on or within one hundred (100) feet of all permitted discharge structures no later than the submission of the certification report. The location of the elevation reference must be noted on or with the certification report.
7. Operation of the surface water management system shall be the responsibility of permittee.
8. This permit expires on 02/06/2030.
9. If prehistoric or historic artifacts such as pottery or ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, the permitted project should cease all activities involving subsurface disturbance in the immediate vicinity of such discoveries. The Permittee or other designee should contact the Florida Department of State, Division of Historical Resources, Review and Compliance Section at 850-245-6333 or 800-847-7278, as well as the appropriate permitting agency office. Project activities should not resume without verbal and/or written authorization from the Division of Historical Resources.

In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with section 872.05, Florida Statutes.

1. The terms, conditions, requirements, limitations and restrictions set forth herein are accepted by the Licensee and must be completed by the Licensee and are enforceable by Resilient Environment Department (RED) pursuant to Chapter 27 of the Broward County Code of Ordinances (BCC). RED will review this license periodically and may revoke or suspend the license, and initiate administrative and/or judicial action for any violation of the conditions by the Licensee, its agents, employees, servants or representatives.
2. This license is valid only for the specific uses set forth in the license application and any deviation from the approved uses may constitute grounds for revocation, suspension, and/or enforcement action by RED.
3. In the event the Licensee is temporarily unable to comply with any of the conditions of the license or with Chapter 27 BCC, the Licensee shall notify RED within eight (8) hours or as stated in the specific section of Chapter 27 BCC. Within three (3) working days of the event, the Licensee shall submit a written report to RED that describes the incident, its cause, the measures being taken to correct the problem and prevent its reoccurrence, the owner's intention regarding the repair, replacement and reconstruction of destroyed facilities and a schedule of events leading toward operation with the license condition.
4. The issuance of this license does not convey any vested rights or exclusive privileges, nor does it authorize any injury to public or private property or any invasion of personal rights, or any violation of federal, state or local laws or regulations.
5. This license must be available for inspection on the Licensee's premises during the entire life of the license.
6. By accepting this license, the Licensee understands and agrees that all records, notes, monitoring data and other information relating to the construction or operation of this licensed facility or activity, that are submitted to the county, may be used by the county as evidence in any enforcement proceeding arising under Chapter 27 BCC, except where such use is prohibited by section 403.111, Florida Statutes.
7. The Licensee agrees to comply and shall comply with all provisions of the most current version of Chapter 27 BCC.
8. Any new owner or operator of a licensed facility shall apply by letter for a transfer of license within thirty (30) days after sale or legal transfer. The transferor shall remain liable for performance in accordance with the license until the transferee applies for and is granted a transfer of license. The transferee shall be liable for any violation of Chapter 27 BCC that results from the transferee's activities. The transferee shall comply with the transferor's original license conditions when the transferee has failed to obtain its own license.
9. The Licensee, by acceptance of this license, specifically agrees to allow access and shall allow access to the licensed source, activity or facility at times to RED personnel for the purposes of inspection and testing to determine compliance with this license and Chapter 27 BCC.
10. This license does not constitute a waiver or approval of any other license, approval, or regulatory requirement by this or any other governmental agency that may be required.
11. Enforcement of the terms and provisions of this license shall be at the reasonable discretion of RED, and any forbearance on behalf of RED to exercise its rights hereunder in the event of any breach by the Licensee, shall not be deemed or construed to be a waiver of RED's rights hereunder.

1. The licensee shall allow authorized personnel of the Resilient Environment Department (RED), municipality or local water control district to conduct such inspections at reasonable hours, as are necessary to determine compliance with the requirements of the license and the approved plans and specifications.
2. The responsible entity shall agree to maintain the operating efficiency of the water management works. Except in cases where the responsible entity is a governmental agency, the agreement shall further require that if the water management works is not adequately maintained, the County may undertake the required work and bill all associated costs to the responsible entity. If the payment for such obligations is not satisfied within 30 days, said obligation shall become a lien against the property associated with the water management works. Where ownership of the water management works is separate from property ownership, the RED shall require these agreements to be recorded.
3. The licensee shall execute the work authorized in a manner so as to minimize any adverse impact of the works on fish, wildlife, natural environmental values, and water quality. The licensee shall institute necessary measures during the construction period, including fill compaction of any fill material placed around newly installed structures, to reduce erosion, turbidity, nutrient loading and sedimentation in the receiving waters. Any erosion, shoaling or deleterious discharges due to permitted actions will be corrected promptly at no expense to the County.
4. The licensee shall comply with all applicable local land use and subdivision regulations and other local requirements. In addition, the licensee shall obtain all necessary Federal, State, local and special district authorizations prior to the start of any construction alteration of works authorized by this license.
5. Off-site discharges during construction and development shall be made only through the facilities authorized by this license. Water discharged from the project shall be through structures having a mechanism for regulating upstream water stages. Stages may be subject to operating schedules satisfactory to the appropriate regulatory agency.
6. The licensee shall hold and save the County harmless from any and all damages, claims, or liabilities which may arise by reason of the construction, operation, maintenance or use of any facility authorized by the license.
7. The license does not convey property rights nor any rights or privileges other than those specified therein.
8. No construction authorized by the license shall commence until a responsible entity acceptable to the RED has been established and has agreed to operate and maintain the efficiency of the system. The entity must be provided with sufficient ownership so that it has control over all water management facilities authorized therein. Upon receipt of written evidence of the satisfaction of this condition, the RED will issue authorization to commence the construction.
9. No beautification, or erection of any structure that will prohibit or limit access of maintenance equipment or vehicles in the right-of-way or easements will be allowed.
10. Any license which grants any entity the permission to place a structure on property which is owned by Broward County or upon which Broward County has an easement shall be construed to create a revocable license for that structure to remain on the property. Broward County may require removal of such a structure at no cost to the County.
11. The area under license will be maintained in a safe and operating condition at all times. Equipment will be promptly removed from the right-of-way or easement and the right-of-way or easement will be restored to its original or better condition within a reasonable time on termination of the authorized use.

12. The RED will be notified, as required in the license or as indicated on the approved plans, to coordinate and schedule inspections.

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13. The operation or construction will be in accordance with the approved details and plans submitted with the application. Any modification must be submitted to the RED in writing and receive prior approval.

14. Monitoring may be required for sites with high pollutant generating potential, such as industrial sites, Class I and II solid waste disposal sites, and projects discharging to areas identified in the Broward County Resource Management Code, Article V, Section 27-200 (b) (1) o. Such monitoring will be under the cognizance of the RED.

15. Upon completion of the construction of a surface water management system or phase thereof licensed by the RED, it is a requirement of the issuance of the license, and hence transfer of operation and maintenance responsibility, that a Florida Registered Professional Engineer certify that the surface water management system was indeed constructed as licensed. Certified record drawings shall accompany the certification. Suggested wording for this is as follows:

I HEREBY CERTIFY TO THE CONSTRUCTION COMPLETION OF ALL THE COMPONENTS OF THE SURFACE WATER MANAGEMENT FACILITIES FOR THE ABOVE REFERENCES PROJECT AND THAT THEY HAVE BEEN CONSTRUCTED IN SUBSTANTIAL CONFORMANCE WITH THE PLANS AND SPECIFICATIONS APPROVED BY THE BROWARD COUNTY RED, AND HEREBY AFFIX MY SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(SEAL)

16. Water management areas shall be legally reserved to the operation entity and for that purpose by dedication on the plat, deed restrictions, easements, etc., so that subsequent owners or others may not remove such areas from their intended use. Management areas, including maintenance easements, shall be connected to a public road or other location from which operation and maintenance access is legally and physically available.

17. The licensee shall notify the RED in writing within twenty-four (24) hours of the start, finish, suspension, and/or abandonment of any construction or alteration of works authorized by this license.

18. A prorated share of surface water management retention/detention areas, sufficient to provide the required flood protection and water quality treatment, must be provided prior to occupancy of any building or residence.

19. The operation license shall be valid for a specific period of time not to exceed five (5) years from the date the license is transferred to the operation phase. The operation license shall be renewed in accordance with the Broward County Resource Management Code, Article V, Section 27 - 198 (d) (2).

20. The RED reserves the right to require additional water quality treatment methods be incorporated into the drainage system if such measures are shown to be necessary.

21. This permit does not constitute the approval required by the Broward County Hazardous Material Code, Article XII, Section 27-353(i), to conduct dewatering operations at or within one-quarter mile radius of a contaminated site. Please contact the Environmental Assessment and Remediation Section at (954) 519-1478 for further information.

22. The licensee shall keep a log of the operation and maintenance schedule for all components of the surface water management system.

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23. The surface water management system must be inspected by the RED to verify compliance with Specific Condition No. 15 of the license. In accordance with the Broward County Natural Resource Protection Code, Article I, Sec. 27-66 (f), the County agency or municipal agency charged with issuing a certificate of occupancy (CO) shall not issue a CO until notified of the Broward County RED approval. Partial certifications will be handled in accordance with Specific Condition No. 18.

24. The licensee is advised that he/she is required to submit a Storm Water Notice of Intent (NOI) application at least 48 hours prior to the commencement of construction to the Florida Department of Environmental Protection, NPDES Stormwater Notices Center, MS #3585 at 2600 Blair Stone Road - Tallahassee, Florida 32399-2400.

25. The Licensee shall submit a copy of the Department of Environmental Protection permit authorizing the construction and operation for the proposed Class V drainage well(s). In the event the proposed drainage well(s) is unpermittable or does not meet the intent of the original design in the field, the Licensee shall submit to the Broward County RED an application with appropriate fee to modify the surface water management license and propose an alternate design to the system.

**AQUATIC AND WETLAND RESOURCES PROGRAM:**

**GENERAL CONDITIONS FROM BROWARD COUNTY AQUATICS AND WETLANDS RESOURCE PROGRAM**

1. The terms, conditions, requirements, limitations and restrictions set forth herein are accepted by the licensee and enforceable by Resilient Environment Department (RED) pursuant to Chapter 27 of the Broward County Code of Ordinances. RED will review this license periodically and may revoke the license, initiate administrative and/or judicial action for any violation of the conditions by the licensee, its agents, employees, servants or representatives or principals.
2. This license is valid only for the specific uses set forth in the license application, and any deviation from the approved uses may constitute grounds for revocation and enforcement action by RED.
3. In the event the licensee is temporarily unable to comply with any of the conditions of the license, the licensee shall notify RED within twelve (12) hours. Within five (5) working days of the event, the licensee shall submit a written report to RED that describes the incident, its cause, the measures being taken to correct the problem and prevent its reoccurrence, the owner's intention toward repair, replacement, and reconstruction of destroyed facilities, and a schedule of action leading toward operation within the license conditions.
4. The issuance of this license does not convey any vested rights or exclusive privileges, nor does it authorize any injury to public or private property or any invasion of personal rights, or any violations of federal, state or local laws or regulations.
5. This license must be available for inspection on the licensee's premises during the entire life of the license.
6. By accepting this license, the licensee understands and agrees that all records, notes, monitoring data and other information relating to the construction or operation of this permitted source, that are submitted to RED, may be used by RED as evidence in any enforcement proceeding arising under Chapter 27 of the Broward County Code of Ordinances, except where such use is prohibited by § 403.111, F.S.
7. The licensee agrees to comply with Chapter 27 of the Broward County Code of Ordinances, as amended.
8. Any new owner of a licensed facility shall apply by letter for a transfer of license within thirty (30) days after sale or legal transfer. The transferor shall remain liable for performance in accordance with the license until the transferee applies for, and is granted the transfer of license. The transferee shall also be liable for performance in accordance with the license.
9. The licensee, by acceptance of this license, specifically agrees to allow access to the licensed source at reasonable times by RED personnel for the purposes of inspection and testing to determine compliance with this license and this Chapter 27 of the Broward County Code of Ordinances.
10. This license does not constitute a waiver or approval of any other license that may be required for other aspects of the total project.
11. If the licensee wishes to renew a license or extend its term, the licensee shall make application sixty (60) days prior to its expiration. Expired licenses are not renewable.
12. In addition to the general conditions set forth above, each license issued by RED shall contain specific conditions determined by site conditions and requirements pursuant to the regulations as determined by the director of RED. The licensee agrees that specific conditions are enforceable by RED for any violation thereof.
13. Enforcement of the terms and provisions of this license shall be at the reasonable discretion of RED, and any forbearance on behalf of RED to exercise its rights hereunder in the event of any breach by the licensee, shall not be deemed or construed to be a waiver of RED's rights hereunder.

**SPECIFIC CONDITIONS FROM BROWARD COUNTY AQUATICS AND WETLANDS RESOURCE PROGRAM**

**A. STANDARD CONDITIONS**

1. **Notify the Department in writing a minimum of 48 hours prior to project commencement and a maximum of 48 hours after project completion.** Commencement notification should include such information as the intended start date, estimated duration of construction, and the name and contact information of the firm contracted to do the work. Failure to comply with this condition may result in enforcement action.
2. Any project caused environmental problem(s) shall be reported immediately to the Department's Environmental Response Line at 954-519-1499.
3. All project generated solid waste and/or spoil material must be disposed of in a suitable approved manner in accordance with current regulations at an upland location (not including surface waters and wetlands).
4. Turbidity screens, silt fences, or equivalent shall be properly employed and maintained as necessary to effectively contain suspended sediments and/or runoff during construction activities. Dredging, filling, excavation, seawall removal, seawall construction, and other projects which result in similar degrees of disturbance to wet sediments shall in all cases employ turbidity control measures designed to effectively enclose the entire work area.
5. Turbidity levels shall be monitored and recorded if a visible turbidity plume is observed leaving the site during construction activities. If monitoring reveals that turbidity levels exceed 29 NTU's above natural background 50 feet downstream of the point of discharge, project activities shall immediately cease, and work shall not resume until turbidity levels drop to within these limits [62-302.530(69) FAC].
6. Only clean fill shall be placed in the water bodies being filled. Any fill material used shall be free of garbage, rubbish, refuse, asphalt, hazardous materials, organic matter such [as] wood, lumber, tree or tree trimmings, or other contaminants. The disposal of any putrescible or deleterious debris in any water body is prohibited.

**B. CONSTRUCTION CONDITIONS**

1. If the approved license drawings and/or license attachments/plans conflict with the specific conditions, then the specific conditions shall prevail.
2. Demolition and construction related debris must be disposed of at an approved upland location and may not be left in the wetlands or any surface waters.
3. This license does not eliminate the necessity to obtain any required federal, state, local or special district authorizations prior to the start of any activity approved by this license.

**C. MANGROVE PRESERVATION AREA**

1. Adjacent wetland areas shall be protected from construction activities and construction-related runoff using siltation screening and/or haybales around the perimeter of the scrapedown area adjacent to wetlands. The erosion protection devices shall be placed before the initiation of any other ground-disturbing activities and shall remain in place until all ground disturbing activities within the project have concluded, and the site has stabilized, at which time the screening or haybales shall be removed completely from the site.
2. Spoil generated from the excavation authorized by this license must be placed on the upland portion of the site and must be contained in such a manner as to prevent erosion into the adjacent mangrove

wetlands or other surface waters.

**D. COMPENSATORY MITIGATION CONDITIONS (OFF-SITE)**

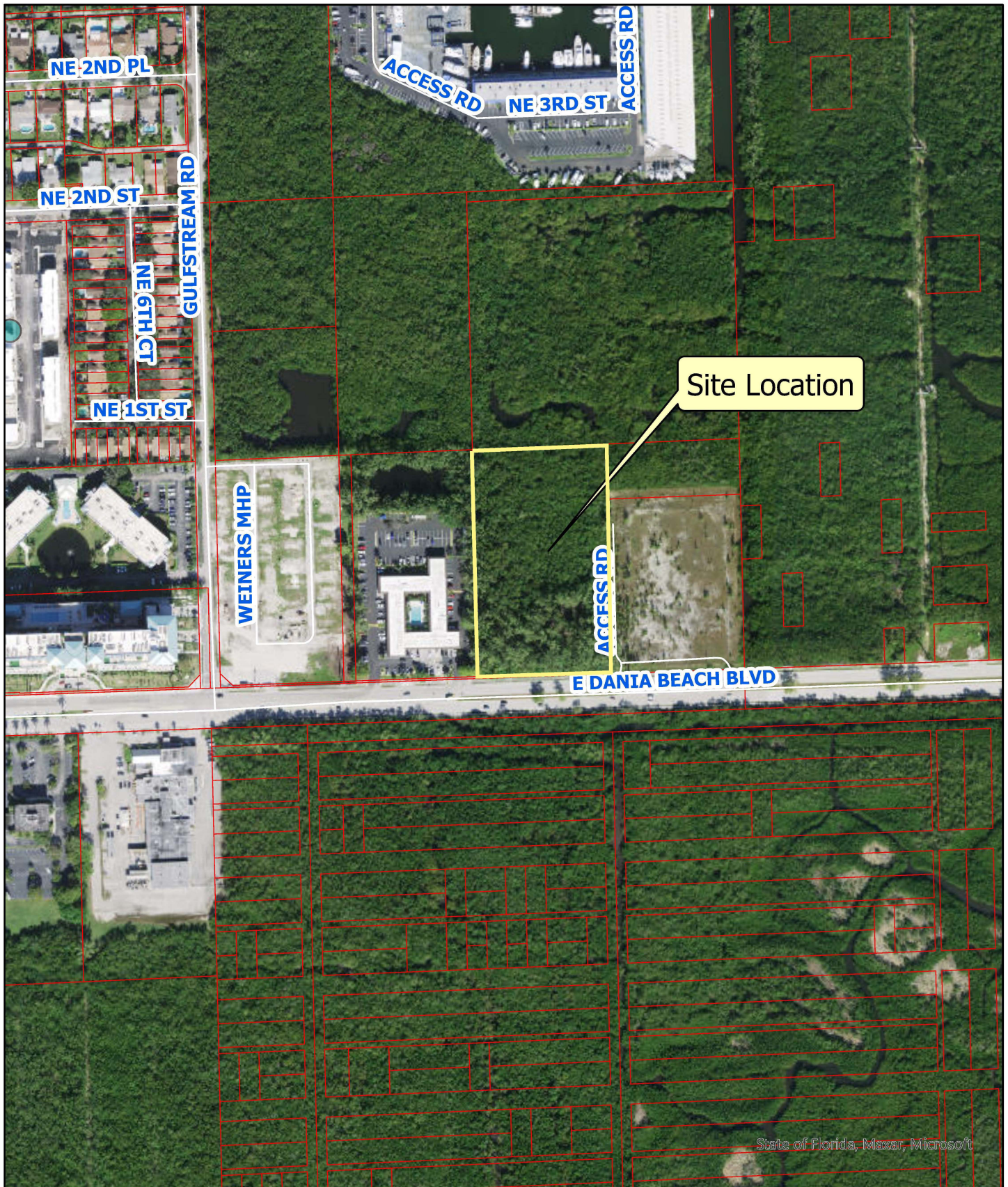
1. Off-site mitigation for the authorized wetland impacts shall be comprised of 1.56 saltwater mitigation credits in the Everglades Mitigation Bank which shall be formalized via a modification of the Florida Department of Environmental Protection (FDEP) Environmental Resource Permit No. 132637449 and/or 13262249 as appropriate. Proof of the modification shall be submitted to this Department within 45 days of license issuance.
2. Pursuant to the "Agreement between (Florida Power & Light Company) and Broward County concerning the "South Dade (Everglades) Mitigation Bank", FP&L agrees to provide monitoring reports consistent with applicable FDEP license conditions to the County and to provide reasonable access to the bank by the Broward County staff for purposes of ensuring compliance with this Environmental Resource License and FDEP Environmental Resource Permit No. 132637449 or Permit File No. 0193232.
3. Prior to impacting wetlands, the licensee shall submit verification from EMB that 1.56 credits have been debited from the bank's credit ledger as mitigation for impacts associated with this project.
4. Once purchased the mitigation credits for the Everglades Mitigation Bank shall be the perpetual responsibility of Florida Power and Light Company.

**E. CONSERVATION EASEMENT/FINANCIAL ASSURANCE**

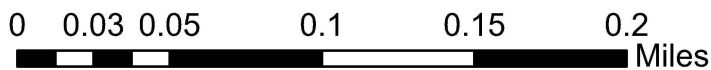
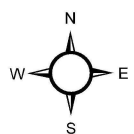
1. An executed Joint Conservation Easement has been submitted by the applicant and has been approved to form by the County Attorney's office. Once approved by the Board of County Commissioners, the Conservation Easement and a copy of this license will be recorded in the public records of the County. It is the Licensee's responsibility to pay the recording costs. A check made payable to the "Board of County Commissioners" shall be submitted to the Department within fifteen (15) days of receipt of the notice of recording costs.
2. An updated Opinion of Title must be provided within 30 days of issuance of the license / permit and a fully executed Conservation Easement and a copy of the issued license must be recorded within six months of license issuance or prior to any COs being issued for the project whichever comes first.
3. If the property ownership changes prior to the Conservation Easement being recorded, a new Conservation Easement draft and updated Opinion of Title must be provided within 30 days of the ownership transfer.
4. The conservation area shall be the perpetual responsibility of the underlying landowner and may in no way be altered from their natural or licensed state as documented in this license, with the exception of restoration activities. Activities prohibited within the conservation area(s) include, but are not limited to: construction or placement of soil or other substances such as trash; removal or destruction of trees, shrubs or other vegetation (with the exception of exotic/nuisance vegetation) removal; excavation, dredging, or removal of soil material; diking or fencing; and any other activities detrimental to drainage, flood control, water conservation, erosion control or fish and wildlife habitat conservation or preservation.

**F. A COPY OF THIS LICENSE SHALL BE KEPT ON SITE DURING ALL PHASES OF LICENSED CONSTRUCTION.**

# LOCATION MAP



State of Florida, Maxar, Microsoft



**STAFF REPORT**

**Project Name:** PARKVIEW APARTMENTS  
**Permit Number:** 06-80202-P                      **License Number:** SWM2025-008-0, DF20-1158  
**Application Number** 240329-60                      **Concurrent Application** L2023-246  
**Application Type:** New Environmental Resource  
**Location** Broward County                      **Section-Township-Range** 35-50-42  
**Permittee's Name:** PRH-Dania Beach LLC

---

**Project Area:** 4.36 acres                      **Drainage Area:** 4.36 acres  
**Project Land Use:** Residential  
**Drainage Basin:** Coastal  
**Receiving Body:** Tidal Canal

---

**Purpose**

The construction and operation of a surface water management system to serve a proposed 4.36-acre residential development.

**Project Evaluation**

**Project Site Description:**

The site is presently undeveloped and is located East of Gulfstream Rd and North of E Dania Beach Blvd in the city of Dania Beach.

**Proposed Project Design:**

The proposed construction will include 1.768 acres of building area, 0.936 acres of paved area and the proposed drainage system. A system of swales, inlets and culverts will direct the storm runoff to 0.11 acres of dry detention area(s); 2128 LF of 5' W x 4' H exfiltration trench for water quality treatment and storm runoff attenuation. The discharge will be directed through a control structure consisting of a 1.9' wide weir with a crest at elevation 6' NAVD into the 0.95 acre existing wetlands. The discharge into four Class V Group 6 drainage wells will be directed through control structures consisting of inverted baffles with crests at elevation 5.0' NAVD. The final well reports must show an overall achieved minimum capacity of 600 gpm/ft-head (four wells at 150 gpm/ft-head).

A southern portion of the property will be dedicated to the right of way. An FDOT permit was submitted showing authorization for a turn lane served by 135 LF of exfiltration trench. FDOT will assume responsibility for the drainage in the right of way once the applicant has finished construction.

The applicant's consultant has demonstrated through plans and calculations that no adverse water quality or water quantity impacts will occur as a result of the proposed project.

**Control Elevation:**

Control Elevation = 1 ft, NAVD    WSWT Elevation = 1 ft, NAVD  
Method of Determination = 2060 Future GW Map

**Discharge Rate:**

A perimeter berm will be provided at elevation 6.7' NAVD, above the 25-yr, 3-day design storm stage.

<u>Frequency</u>	<u>Rainfall</u>	<u>Basin Name</u>	<u>Allowable Disch</u>	<u>Method of Determination</u>	<u>Peak Disch.</u>	<u>Peak Stage</u>
25YR-3DAY	14 in.	PARKVIEW APARTM	3.40 cfs	Pre-vs-Post	3.20 cfs	6.66' NAVD

**Finished Floors**

The finished floor elevations have been designed to be above the computed 100-yr, 3-day zero discharge stage, the Broward County 100-yr, 3-day flood map elevation, the Broward County Future Conditions 100-yr Flood Elevation of 4' NAVD and the minimum required by FEMA.

<u>Frequency</u>	<u>Rainfall</u>	<u>Basin Name</u>	<u>Peak Stage</u>	<u>Prop. Min. Fin. Floors</u>	<u>BC 100-yr Map Elev.</u>
100YR-3DAY	16 inches	PARKVIEW APARTMENTS	6.32' NAVD	8' NAVD	6.50' NAVD

**Water Quality Design**

Water quality treatment will be provided in the exfiltration trench system for 2.5 inches times the percent impervious over the entire site.

<u>Basin Name</u>	<u>Treatment Type</u>	<u>Treatment Method</u>	<u>Volume Required</u>	<u>Volume Provided</u>
PARKVIEW APARTMENTS	Treatment	Exfiltration Trench	0.41 ac-ft	0.42 ac-ft
			Total: 0.42 ac-ft	

## **Environmental Summary:**

### **Wetlands And Other Surface Waters:**

This project involves the construction of a 4.36-acre residential development and associated surface water management system. Currently, the site contains 1.20 acres of uplands, 3.16 acres of jurisdictional wetlands, and no existing surface waters. The following regulated activities are proposed during construction of the development: (1) the filling of approximately 2.09 acres of existing wetlands with approximately 33,000 cubic yards of fill; (2) the preservation of 0.9615 acres of existing wetland to be encumbered by a conservation easement.

The 4.36-acre project area contains 1.20 acres of disturbed uplands in the southern portion of the site and 3.16 acres of wetlands in the northern portion of the property. The wetlands can be generally described as high-quality tidal mangrove forest system, composed predominately of red mangroves (*Rhizophora mangle*) and black mangroves (*Avicennia germinans*). These wetlands are also hydrologically connected to offsite forested wetlands in West Lake Park to the north and northeast.

### **Elimination and Reduction of Impacts**

The project will result in 2.16 acres of direct impacts to wetlands to wetlands as described in the table below. A total of 0.9615 acres of tidal forested wetlands will be preserved onsite under a conservation easement dedicated to the state and Broward County.

The applicant proposes to address direct impacts to wetlands through the purchase of saltwater mitigation credits from the FPL Everglades Mitigation Bank. Per conditions of the Department of Environmental Protection Permit No. 132622449 a WATER (Wetland Assessment Technique for Environmental Reviews) assessment of the impact site was conducted. Based on the WATER assessment direct impacts to 2.09 acres of wetlands will be offset through the purchase of 1.56 saltwater mitigation credits from FPL Everglades Mitigation Bank.

A credit reservation letter has been submitted by the applicant for the purchase of a total of 1.56 saltwater mitigation credits. Prior to commencement of construction, the applicant must provide verification from the Florida Department of Environmental Protection (FDEP) that a total of 1.56 saltwater mitigation credits have been deducted from the FPL Everglades Mitigation bank ledger.

### **Secondary Impacts**

The project is separated from the wetland preservation area by a retaining wall due to the elevation difference of ~six to eight feet, including a retaining wall for safety. Additionally, the building is separated from the wetland by a 30-foot-wide area containing the road and plantings. With all the above in consideration, secondary impacts were not assessed.

### **Cumulative Impacts**

The proposed offsite wetland mitigation at the FPL Everglades Mitigation Bank is located within a different cumulative impact basin (East Everglades) than the proposed wetland impacts (New River). In addition to research conducted by staff, the Department has accepted the cumulative impact assessment provided by the applicant. Based on this information, the Department has determined that the project will not result in unacceptable cumulative impacts to the New River Cumulative Impact Basin pursuant to Section 10.2.8 of Volume 1, AH.

**Special Concerns**

**Operating Entity** PRH-Dania Beach LLC  
Attention: Jorge Perez  
2850 Tigertail Avenue, Suite 800  
Miami, FL 33133

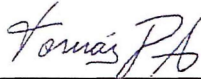
**Waste Water System/Supplier:** Hollywood

**STAFF RECOMMENDATION:**

South Florida Water Management District and Broward County rules have been adhered to and an Individual Permit should be granted.

**06-80202-P; SWM2025-008-0; DF20-1158; STAFF REVIEW:**

**Surface Water Management Program:**



\_\_\_\_\_  
Tomas Perez Abeniagar, Licensed Engineer

**GIOVANNI  
CONDE**

Digitally signed by  
GIOVANNI CONDE  
Date: 2025.02.06  
15:46:43 -05'00'

FOR

\_\_\_\_\_  
Johana Narvaez, M.S., Environmental Program Manager

**Aquatic and Wetland Resources Program:**

Michelle

Decker

Digitally signed by Michelle  
Decker  
Date: 2025.02.05 15:26:55  
-05'00'

\_\_\_\_\_  
Michelle Decker, Environmental Project Coordinator



\_\_\_\_\_  
Linda Sunderland, Environmental Program Supervisor



### S-1 & S-2 PLAN

### S-3 & S-4 PLAN

### WELL STRUCTURE SCHEDULE

STRUCTURE NUMBER	DIMENSION (FT)			ELEVATION NAVD				CASING DIA. (IN)	WELL DIA. (IN)	WELL DEPTH (FT)	WELL TYPE
	A	B	C	D	E	F	G				
S-1	4.07	5.07	5.83	2.06	4.00	2.00	5.83	4.50	24	N/A	
S-2	4.07	5.07	5.83	2.06	4.00	2.00	5.83	4.50	24	N/A	
S-3	4.07	5.07	5.83	2.06	4.00	2.00	5.83	4.50	24	N/A	
S-4	4.07	5.07	5.83	2.06	4.00	2.00	5.83	4.50	24	N/A	

### DRAINAGE WELL DETAIL

S-1: LAT. 26°03'14.07" N - LON. 80°07'38.85" W  
 S-2: LAT. 26°03'12.24" N - LON. 80°07'38.76" W  
 S-3: LAT. 26°03'13.79" N - LON. 80°07'41.97" W  
 S-4: LAT. 26°03'15.21" N - LON. 80°07'41.92" W

### DRAINAGE STRUCTURES SECTION DETAILS

### CONCRETE SIDEWALK DETAIL

### BRACKET DETAIL

### POLLUTION RETARDANT BASIN DEBRIS BAFFLE DETAIL

### TYPE 'D' CURB

### TYPE 'F' CURB DETAIL

### TABLE 1

D	BAFFLE DIA.
10"	15"
15"	24"
18"	30"
24"	36"
30"	48"
36"	54"

### PRH Related, Dania Beach, Florida

#### Typical Cross Section

**Legend**

- MHW Elevation (~1.5 NAVD)
- Proposed Retaining Wall
- Proposed Fill (~1.86 ac., ~30,000 cu. yds.)
- Existing Wetlands (~2.85 ac.)
- Existing Uplands (~1.44 ac.)
- Base Limestone
- Temporary Silt Fence

**NOTES:**

- Wetlands to be filled will be isolated by silt fencing prior to beginning filling to protect remaining wetland areas.
- Area to be filled will be cleared of vegetation prior to placement of clean fill material.
- Only clean sand and limestone will be used for fill.
- All spoil and undesirable material will be removed from the site and disposed of in an approved manner.
- Enhancement of remaining wetlands will be conducted by hand or small machine and include:
  - Exotic vegetation removal.
  - Removal of debris and spoil where possible so as to limit wetland impacts.
  - Scraping to wetland elevations as needed.
  - Maintenance of remaining wetland areas in perpetuity.
- All development work to be conducted behind turbidity protection devices.

**RETAINING WALL DETAIL**

**BRACKET DETAIL**

**POLLUTION RETARDANT BASIN DEBRIS BAFFLE DETAIL**

**TYPE 'D' CURB**

**TYPE 'F' CURB DETAIL**

Initial Date: 02/22/2020 Revision Date: 01/11/2023

**L.J. Goldschick and Associates, Incorporated**  
 NOT TO SCALE (see dimensions)  
 Ecological Services  
 Natural System Analysis  
 (813) 883-9555  
 lgoldschick@ljas.com

**PRH Related**  
 Typical Fill Cross Section  
 City of Dania Beach  
 Broward County, Florida

**Typical Cross Section**

REVISIONS:  
 1. CITY COMMENTS/10.24.23  
 2. COORDINATION/10.24.23

CLIENT:  
**Related Group**  
 2850 Tigertail Avenue, 4th floor  
 Miami, FL 33133

PROJECT:  
**DANIA BEACH**  
 Parkview Place  
 CONSTRUCTION DETAILS

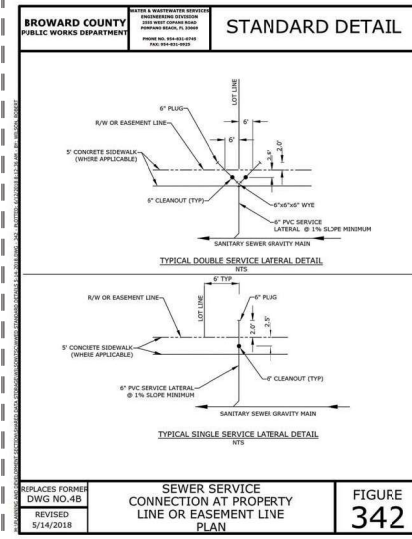
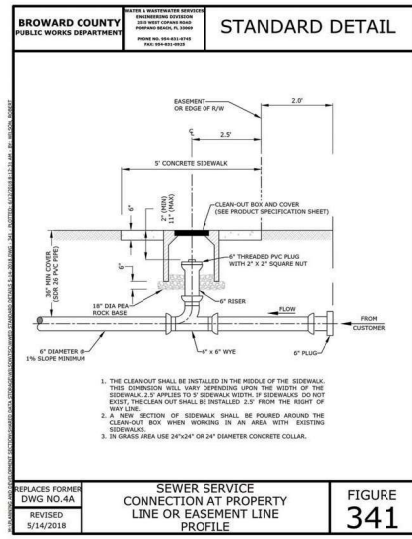
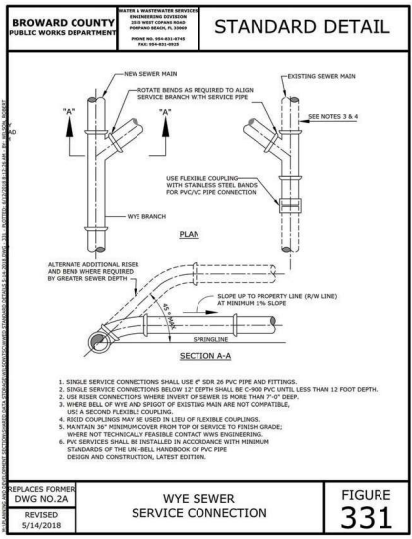
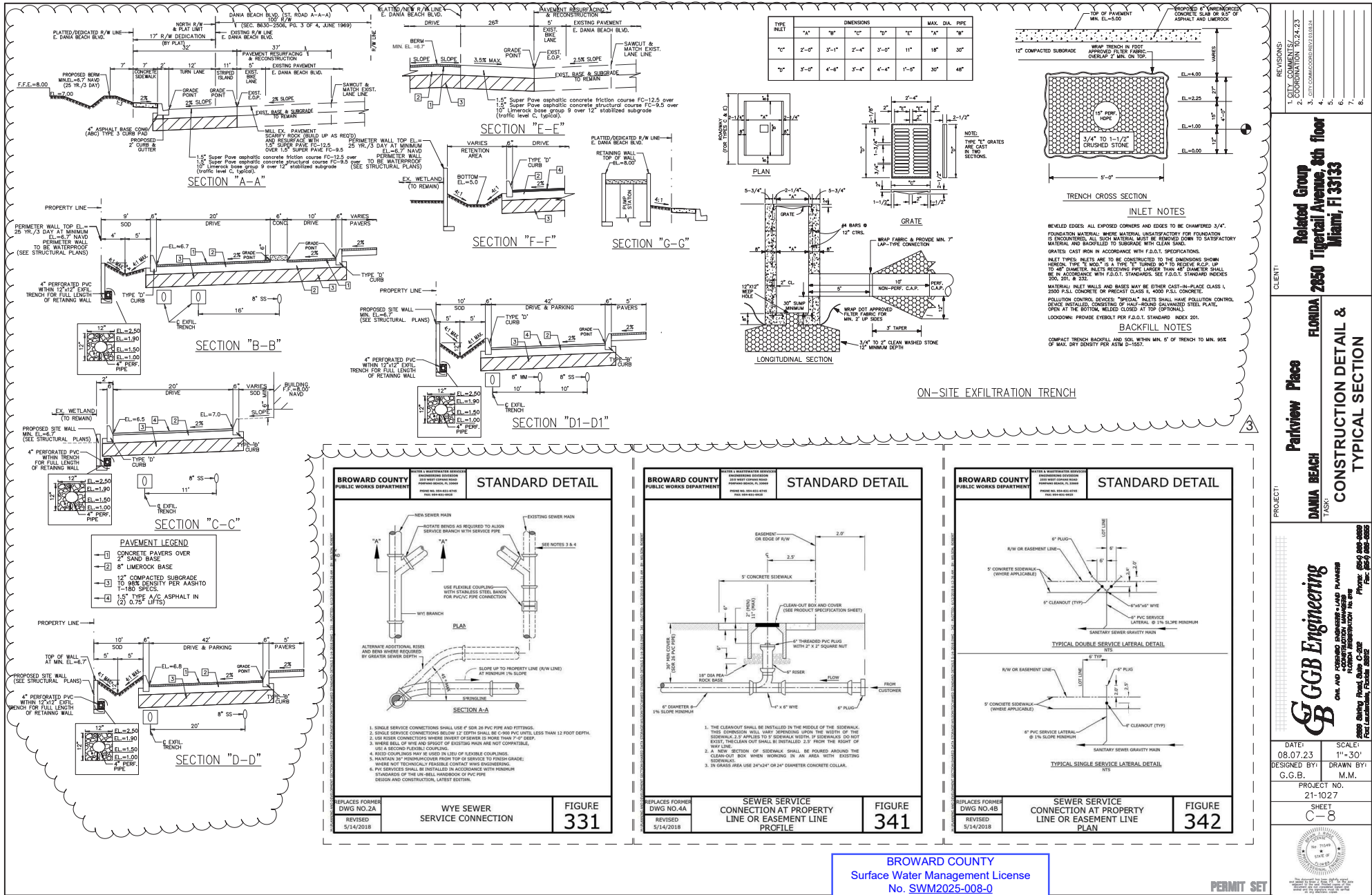
TASK:  
 CONSTRUCTION DETAILS

DATE: 08.07.23 SCALE: 1" = 30"  
 DESIGNED BY: G.G.B. DRAWN BY: M.M.  
 PROJECT NO. 21-1027  
 SHEET 7

**GGB Engineering**  
 CIVIL AND ENVIRONMENTAL ENGINEERS  
 1000 N. UNIVERSITY AVENUE, SUITE 1000  
 MIAMI, FLORIDA 33136  
 PHONE: (305) 596-8888  
 FAX: (305) 596-8889

DATE: 08.07.23 SCALE: 1" = 30"  
 DESIGNED BY: G.G.B. DRAWN BY: M.M.  
 PROJECT NO. 21-1027  
 SHEET 7

**GGB Engineering**  
 CIVIL AND ENVIRONMENTAL ENGINEERS  
 1000 N. UNIVERSITY AVENUE, SUITE 1000  
 MIAMI, FLORIDA 33136  
 PHONE: (305) 596-8888  
 FAX: (305) 596-8889



**BROWARD COUNTY**  
Surface Water Management License  
No. **SWM2025-008-0**  
ERP No. **06-80202-P**  
Date **2/6/2025**

**REVISIONS:**

1.	CITY COMMENTS:
2.	CORRECTION 10/24/23
3.	CITY COMMENTS/REVISIONS
4.	
5.	
6.	
7.	
8.	

**CLIENT:** **Related Group**  
**2850 Tigertail Avenue, 4th floor**  
**Miami, FL 33133**

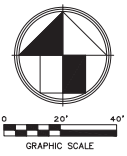
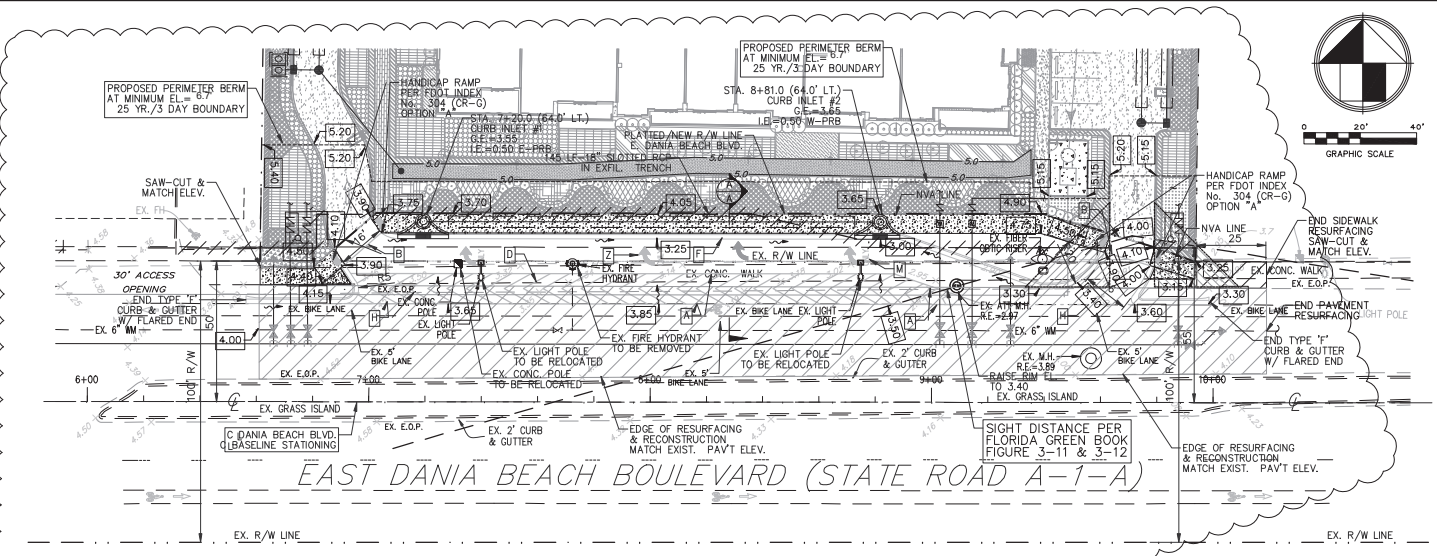
**PROJECT:** **Parkview Place**  
**DANIA BEACH**  
**FLORIDA**  
**CONSTRUCTION DETAIL & TYPICAL SECTION**

**TASK:** **GGB Engineering**  
OWN AND CONTROL OF THE LAND PARCELS  
PROVIDING DESIGN AND CONSTRUCTION MANAGEMENT SERVICES  
FOR THE PROJECT

DATE: 08.07.23  
SCALE: 1"=30"  
DESIGNED BY: G.G.B.  
DRAWN BY: M.M.

PROJECT NO. 21-1027  
SHEET C-8

**PERMIT SET**



REVISIONS:

- DATE: 08/23/23
- COORDINATION: 10/24/23
- CITY COM/COORD REV: 03/24/24
- 
- 
- 
- 
- 

CLIENT:  
Related Group  
2850 Tropical Avenue, 8th floor  
Miami, FL 33133

PROJECT:  
FLORIDA  
Parkview Place  
DANIA BEACH  
TURN LANE PLAN

DATE: 08/23/23  
DESIGNED BY: G.C.B.  
PROJECT NO. 21-1027  
SHEET C-3A

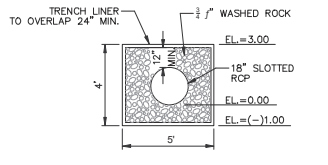
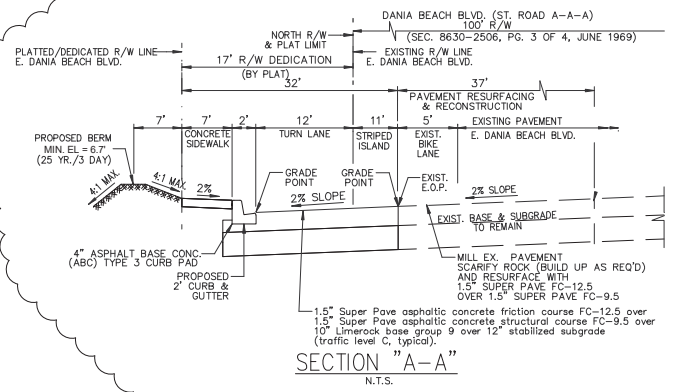
**GGB Engineering**  
Civil and Mechanical Engineering  
Florida Registration No. 00000000  
Professional Seal: 00000000

DATE: 08/23/23  
SCALE: 1" = 20'  
DRAWN BY: M.M.  
PERMIT SET

NOTE:  
PAVEMENT MARKINGS FOR PARKING FACILITIES SHALL BE PROVIDED IN STRICT CONFORMITY TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, LATEST EDITION.

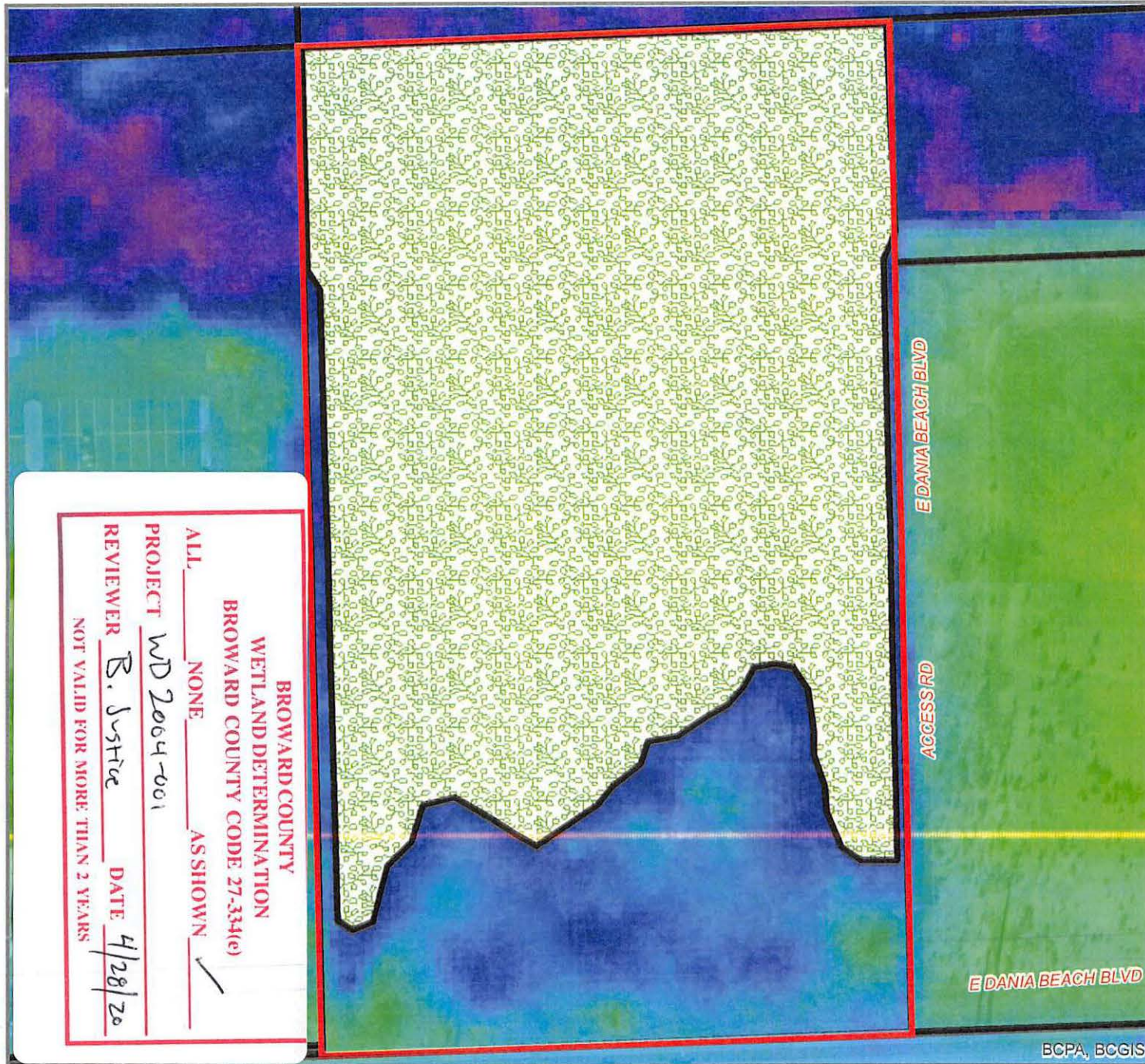
**LEGEND**

R.E.	RIM ELEVATION
G.E.	GRATE ELEVATION
I.E.	INVERT ELEVATION
A	6" SOLID WHITE
B	12" SOLID WHITE CROSSWALK
D	18" SOLID WHITE
F	2" TYPE "F" CURB & GUTTER
H	6" SKIP WHITE TYP. (2'-4')
M	WHITE PAVEMENT MESSAGE
Z	WHITE DIRECTIONAL ARROWS
	DIRECTION OF OVERLAND FLOW
P.R.B.	POLLUTION RETARDANT BASIN
	EXISTING OR FUTURE UTILITIES
	STRUCTURE DESIGNATION
	LENGTH, SIZE OF STORM DRAIN
	EXISTING GRADE
3.25	PROPOSED ASPHALT GRADE
3.75	PROPOSED CONCRETE GRADE
	25 YR./3 DAY BOUNDARY AT MINIMUM EL. = 5.14' NAVD
	PAVEMENT RESTORATION & RESURFACING
	R/W DEDICATION
	NON-VEHICULAR ACCESS LINE
	CONCRETE SIDEWALK
	PAVEMENT RESURFACING
	SIGHT DISTANCE TRIANGLES PER SEC. 229-10 OF THE CODE OF ORDINANCES



BROWARD COUNTY  
Surface Water Management License  
No. SWM2025-008-0  
ERP No. 06-80202-P  
Date 2/6/2025

# Wetland Map



Adler Property  
WD2004-001  
Folio #: 504235000220  
Notes: Mangrove dominated wetland



**BROWARD COUNTY**  
**WETLAND DETERMINATION**  
**BROWARD COUNTY CODE 27-334(e)**

ALL NONE AS SHOWN

PROJECT WD 2004-001

REVIEWER B. Justice DATE 4/28/20

NOT VALID FOR MORE THAN 2 YEARS

**Legend**

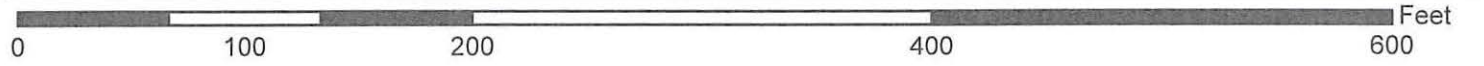
- Wetlands ~ 3.16 Acres
- Surface Waters

**LiDAR Value**

High : 10  
Low : -5

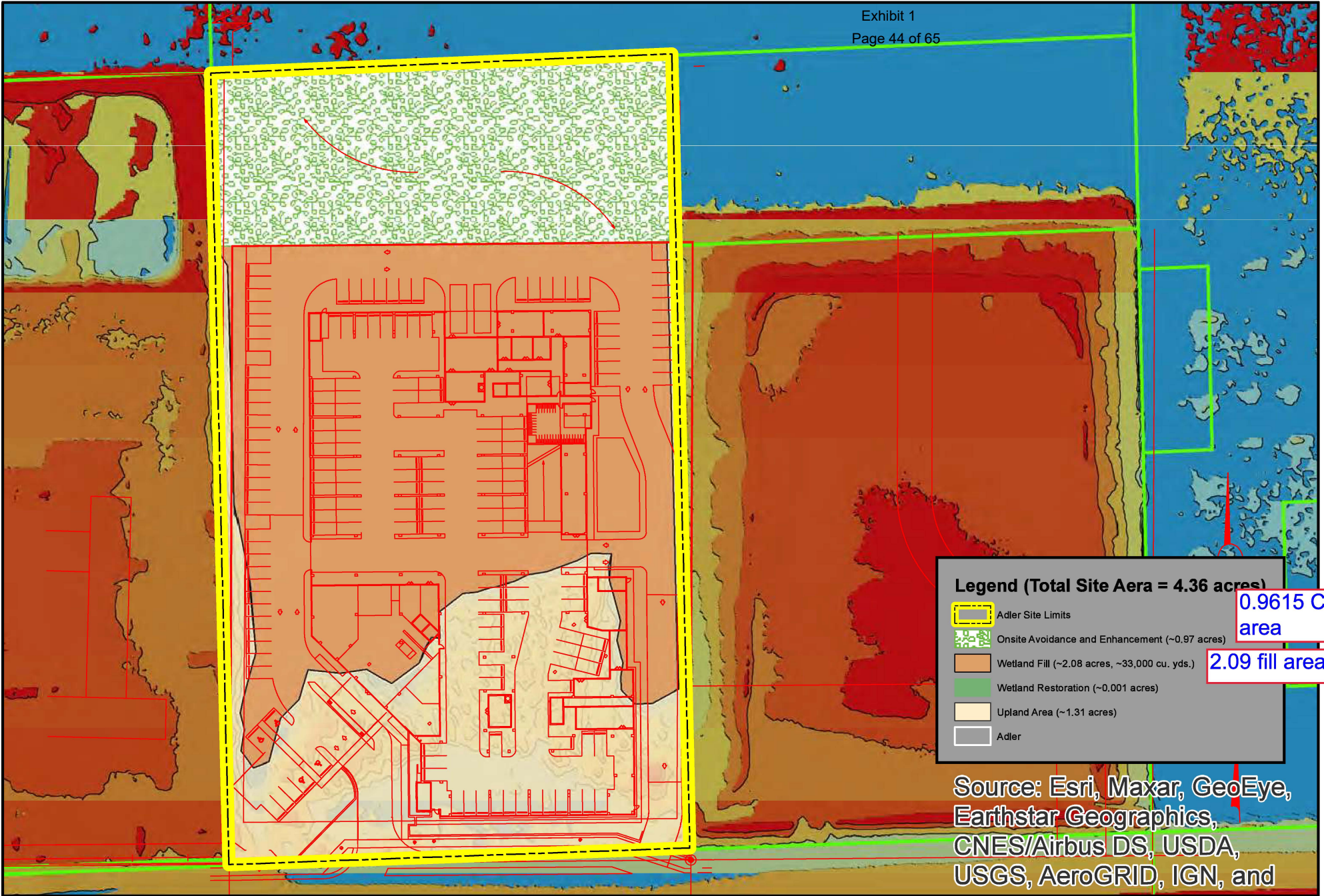
Date: 4/28/2020  
User Name: BJUSTICE

N



1 inch = 83 feet

**EXHIBIT - 7**



**Legend (Total Site Area = 4.36 acres)**

- Adler Site Limits
- Onsite Avoidance and Enhancement (~0.97 acres)
- Wetland Fill (~2.08 acres, ~33,000 cu. yds.)
- Wetland Restoration (~0.001 acres)
- Upland Area (~1.31 acres)
- Adler

0.9615 CE area

2.09 fill area

Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and

Document Path: F:\My Documents\PRH Related-Adler Parcel\Aerial with LIDAR.mxd

www.GoldasichEnvironmental.com

Initial: 11/26/2020	Revised: 11/02/2021
<p>40 20 0 40 80 120 160 200 Feet</p>	

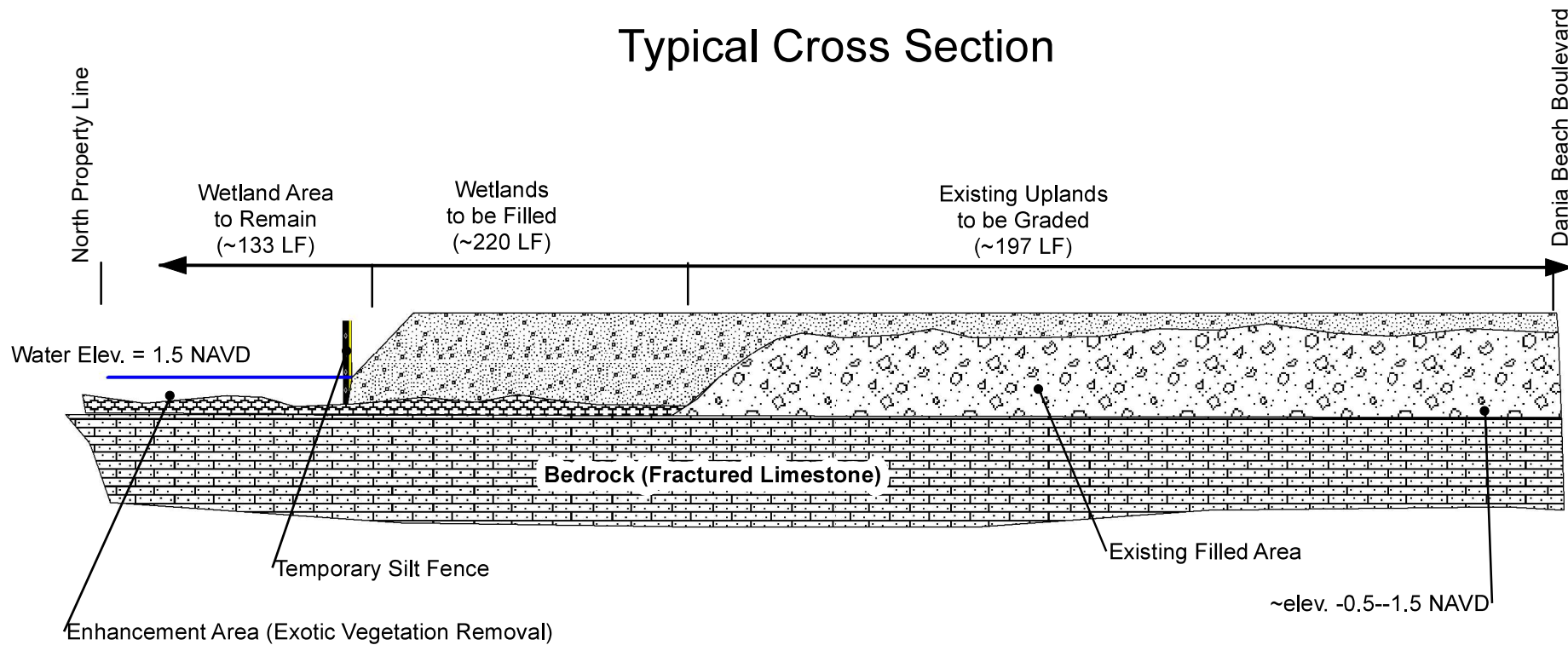
**J. J. Goldasich and Associates, Incorporated**

Ecological Services  
Natural System Analysis  
DESIGN/PERMIT-BUILD-MAINTAIN






(561) 883-9555  
jjg@jigoldasich.com  
Seagrass to Sawgrass

<b>PRH-Dania Beach, LLC</b>	<b>LiDAR with Wetland Quantities/Impacts</b>
Dredge Fill Quantities over LiDAR DEM Broward County, Florida	

## Typical Cross Section



### Legend

-  Proposed Fill (~1.86 ac., ~30,000 cu. yds.)
-  Existing Wetlands (~2.86 ac.)
-  Existing Uplands (~1.44 ac.)
-  Base Limestone
-  Water Elevation (1.5 NAVD)
-  Temporary Silt Fence

### NOTES:

Wetlands to be filled will be isolated by silt fencing prior to beginning filling.  
 Area to be filled will be cleared of vegetation prior to placement of fill material  
 Only clean sand and limestone will be used for fill  
 All spoil and undesirable material will be removed from the site and disposed of in an approved manner  
 Enhancement of remaining wetlands will be conducted by hand or small machine and include:  
 Exotic vegetation removal,  
 Removal of debris and spoil,  
 Scraping to wetland elevations,  
 Maintenance of remaining wetland areas

Initial Date: 02/22/2020

Revised: 05/18/2020

J. J. Goldasich and Associates, Incorporated

NOT TO SCALE  
(see dimensions)

Ecological Services  
Natural System Analysis



(561) 883-9555  
jjg@jjgoldasich.com

**LeClair / Adler Parcel**

Typical Fill Cross Section  
City of Dania Beach  
Broward County, Florida

**Typical  
Cross  
Section**

**W.A.T.E.R. - Wetland Assessment Technique for Environmental Reviews**

Scoring conducted by Ashworth, Bedsworth and Mallet

**Mitigation Bank Wetland Function Evaluation & Impact Site Evaluation Matrix**

Data collected on  
**6-Mar-23**

Based on WBI, WQI, WRAP, HGM and 4th Priority Project List (PPL) with technical advise from EPA, FDEP, ACOE, NMFS, USF & W, SFWMD & Miami-Dade County (W.A.T.E.R. created by: Bill L. Maus)

Parameter/ Function	Scoring Criteria	Ratings	Polygon	Polygon	Polygon	Polygon	Polygon	Polygon
			Mangrove wetlands					
<b>1. Fish &amp; Wildlife Functions</b> Apply to freshwater, saltwater, brackish and mitigation systems			<b>2.09</b>					
a. Waterfowl, wading birds, wetland dependent, or aquatic birds of prey. (Mit. Bank - High specie count w/ low pop. #'s score 1)	7 or more species commonly observed	3	2					
	3-6 species commonly observed	2						
	1-2 species commonly observed	1						
	0 species commonly observed	0						
b. Fish (Mit. Bank - High specie count w/ low pop. #'s score 1 Restoration that causes 12% pop. Increases-higher score)	7 or more species commonly observed	3	2					
	3-6 species commonly observed	2						
	1-2 species commonly observed	1						
	0 species commonly observed	0						
c. Mammals (Mit. Bank - High specie count w/ low pop. #'s score 1 Restoration that causes 12% pop. Increases-higher score)	Top predator (carnivore) &/or large mammals	3	1					
	Medium sized mammals , (adult weight > 6 lbs.)	2						
	Small animals (rodents, etc.) , (adult weight < 6 lbs.)	1						
	0 species present	0						
d. Aquatic macroinvertebrates, amphibians (Mit. Bank - High specie count w/ low pop. #'s score 1 Restoration that causes 12% pop. Increases-higher score)	7 or more species commonly observed	3	3					
	3-6 species commonly observed	2						
	1-2 species commonly observed	1						
	0 species commonly observed	0						
e. Aquatic reptiles (Mit. Bank - High specie count w/ low pop. #'s score 1 Restoration that causes 12% pop. Increases-higher score)	Large species observed	3	1					
	Aquatic turtles	2						
	Snakes & lizards	1						
	No evidence of species present	0						

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Parameter/ Function	Scoring Criteria	Ratings	Polygon	Polygon	Polygon	Polygon	Polygon	Polygon
			Mangrove wetlands					
<b>2. Vegetative Functions</b> Apply to freshwater, saltwater, brackish and mitigation systems								
a. Overstory/shrub canopy	Desirable trees/shrub healthy & providing appropriate habitat (seedlings present) & no inappropriate species	3	3					
	Desirable trees/shrubs exhibit signs of stress (no seedlings) few inappropriate species present	2						
	Inappropriate trees/shrubs shading or overcoming desirable tree/shrubs	1						
	Very little or no desirable tree/shrubs present (evidence suggests there should be)	0						
b. Vegetative ground cover	Assessment area exhibits <2% inappropriate herbaceous ground cover for specific wetland systems and groundcover is present	3	2					
	Assessment area contains >2% but <30% inappropriate herbaceous groundcover, or lack of groundcover >2% but < 30%	2						
	Assessment area contains >30% to <70% inappropriate herbaceous groundcover, or lack of ground cover >30% to <70%	1						
	Assessment area >70% inappropriate herbaceous groundcover or lack of groundcover >70%	0						
c. Periphyton mat coverage	Periphyton (Blue-green algae) present with average mat thickness >1 1/4 in. (measure active & dead layer)	3	0					
	Periphyton (Blue-green algae) present with average mat thickness between 3/4 in. to 1 1/4 in. (active & dead layer)	2						
	Periphyton (Blue-green algae) present with average mat thickness between 1/4 in. to 3/4 in. (active & dead layer)	1						
	Periphyton (Blue-green algae) not present or if present with average thickness of 0.0 to 1/4 in. (active & dead layer)	0						
d. Category 1 and Category 2 exotic plants or (non-native) species	< (or = to) 1 % exotic plant cover	3	2.5					
	>1 % to 10 % exotic plant cover	2						
	>10 % to 65 % exotic plant cover	1						
	> 65 % exotic plant cover	0						
e. Habitat diversity (vegetative) <i>(within assessment area)</i>	>3 native species communities on site within assessment area	3	2					
	2 or 3 native specie communities on site within assessment area	2						
	1 native species community with 75 % to 90 % coverage within assessment area	1						
	1 native species community has > 90 % coverage within assessment area	0						
f. Biological diversity within 3000 feet <i>(approximately 1/2 mile from edge of assessment area)</i>	> 3 alternative habitats available (including upland)	3	2					
	2 to 3 alternative habitats	2						
	1 alternative habitat	1						
	Same habitat type, or inappropriate / impacted	0						

# W.A.T.E.R. - Wetland Assessment Technique for Environmental Reviews

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## Mitigation Bank Wetland Function Evaluation & Impact Site Evaluation Matrix

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Parameter/ Function	Scoring Criteria	Ratings	Polygon	Polygon	Polygon	Polygon	Polygon	Polygon
			Mangrove wetlands					
<b>3. Hydrologic Functions</b>								
<b>a. Surface water hydrology / sheet flow</b> <i>Apply to freshwater, saltwater, brackish and mitigation systems</i>	Major connection ( <i>Flowing water/ river or floodplain/ uniform flow through natural systems</i> )	3	3					
	Moderate connection ( <i>Natural restriction of flow or Flowing water due to hydrologic engineering</i> )	2						
	Minor connection ( <i>Runoff collection point, or uneven flow due to berms, ditches, roadways etc.</i> )	1						
	Hydrologically isolated, no net lateral movement	0						
<b>b. Hydroperiod (normal year) fresh systems</b>	> 8 months inundated with no reversals & every year drydown	3						
	>5 months < 8 months or >5 years continuous inundation (look for strong water stains on persistent vegetation)	2						
	>1 month < 5 months, with possible reversals (look for soft or less distinct water stains on persistent vegetation)	1						
	< 4 weeks cumulative annual inundation or < 2 weeks continuous inundation	0						
<b>b-1 Alternate to b. for</b> Short Hydroperiod (normal year) fresh systems:	>10 weeks of continuous inundation including soil saturation	3						
	> 6 weeks but <10 weeks of continuous inundation including soil saturation	2						
	>2 weeks but <6 weeks of inundation, including soil saturation	1						
	<2 weeks of continuous inundation	0						
<b>b-2 Alternate to b. for</b> Saltwater, brackish (tidal) systems	Inundated by >90% high tides	3	3					
	Inundated by "spring" high tides (bi-monthly)	2						
	Inundated by "extreme high" tides only (biannually)	1						
	Inundated by storm surges only	0						
<b>b-3 Alternate to b. for</b> High Marsh ( <i>Juncus-Distichlis</i> )	Inundated by high "spring" tides (monthly) and flushed by fresh water sheetflow every 10 days average	3						
	Inundated by high "spring" tides (monthly) and flushed by fresh water sheetflow every 30 days on the average	2						
	Inundated by high "spring" tides (monthly) and exposed to rain only	1						
	Inundated by >50% high tides and exposed to rain only	0						
<b>b-4 Alternate to b. for</b> Riverine systems	Inundated by high tides (daily) and/or receives and maintains fresh water at least into first half of dry season	3						
	Inundated by high tides (daily) and/or receives and maintains fresh water during rainy season only	2						
	Inundated by high tides (daily) and/or receives fresh water but does not maintain (reversal) during rainy season	1						
	Inundated by spring tides (bi-monthly) and/or experiences frequent reversals of fresh water (flashy)	0						

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Scoring conducted by Ashworth, Bedsworth and Mallet

### Mitigation Bank Wetland Function Evaluation & Impact Site Evaluation Matrix

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Parameter/ Function	Scoring Criteria	Ratings	Polygon	Polygon	Polygon	Polygon	Polygon	Polygon
			Mangrove wetlands					
<b>3. Hydrologic Functions continued</b>								
c. Hydropattern (fresh system)	>1 ft. water depth for at least 2.5 months and <6 in. for >1 month (measure water mark/ lichen line), or water depth ideal for specific wetland system.	3						
	>6 in to 1 ft. for at least 2.5 months (measure water mark/ lichen line) or water depth borderline over or under for specific wetland system	2						
	<6 in. for at least 2.5 months (measure water mark/ lichen line) or water depth incorrect for specific wetland system	1						
	<6 in. in association with either canals, ditches, swales, culverts, pumps, and/or wellfields, or these factors cause water depth to be too deep for specific system.	0						
c-1 Alternate to c. for Saltwater, brackish (tidal) systems	>1 ft. water depth <2 ft. on 90% high tides	3	3					
	> 6 in. water depth <1 ft. on >50% high tides	2						
	< 6 in. water depth , but > than saturated	1						
	Saturated by saline water table only	0						
c-2 Alternate to c. for High Marsh (Juncus-Distichlis)	>10 in. water depth <2 ft. on regular basis during growing season	3						
	>5 in. to 10in. water depth on regular basis during growing season	2						
	>1 in. to 5 in. water depth on regular basis during growing season	1						
	>0.0 in. to 1 in. water depth sporadically during growing season	0						
c-3 Alternate to c. for Riverine systems	>2 ft. water depth (main channel) <6 ft. for 8 months	3						
	>2 ft. water depth (main channel) <4 ft. for 6 months	2						
	>1 ft. water depth (main channel) <2.5 ft. for 4 months	1						
	<1 ft. water depth, but dry for >4 weeks (dry season)	0						

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EPA, FDEP, ACOE, NMFS, USF & W, SFWMD & Miami-Dade County (W.A.T.E.R. created by: Bill L. Maus)

Parameter/ Function	Scoring Criteria	Ratings	Polygon	Polygon	Polygon	Polygon	Polygon	Polygon
			Mangrove wetlands					
<b>3. Hydrologic Functions continued</b>								
d. Water Quality	No indication of poor water quality (lab testing required, all values within acceptable range)	3	2					
	No visual indicators of poor water quality observed (1 value just over or under acceptable range)	2						
	Visual indicators of poor water quality questionable (2 values over or under acceptable range)	1						
	Visual indicators of poor water quality observed or lab verified (values are out of acceptable range)	0						
e. Intactness of historic topography (soil disturbance)	Unaltered	3	2					
	Slightly altered soil disturbance, < 10% of assessment area	2						
	Moderately altered soil disturbance, < 25% of assessment area	1						
	Extremely altered soil disturbance, may exceed 50% of assessment area	0						
f. Soils, organic (fresh systems)	Organic soil classified hydric soil >12 in. or any thickness over bedrock/caprock with perched water table and either condition covering >90% of surface area	3						
	Organic soil classified hydric soil >6 in. but <12 in. and covering >90% of surface area	2						
	Organic soil classified hydric soil >1 in. but <6 in. and covering >50% but <90% of surface area	1						
	Organic soil classified non-hydric soil <1 in. for >50% of surface area	0						
f-1 Alternate to f. for <i>Freshwater, saltwater systems</i>	Sandy soil classified hydric soil with distinct mottling and concretions present in greater than 40% of horizon.	3	3					
	Sandy soil classified hydric soil with mottling and concretions present in > 20% but < 40% of horizon.	2						
	Sandy soil classified hydric soil with light or sparse mottling and concretions < 2 mm diameter or < 20% of horizon.	1						
	Sandy soil exhibits strong evidence of disturbance or mechanical manipulations or is fill material.	0						
f-2 Alternate to f. for <i>Freshwater, saltwater, brackish (tidal) systems</i>	Calcareous loam >12 in. and >90 % of surface area	3						
	Calcareous loam >6 in. to <12 in. and >90% of surface area	2						
	Calcareous loam >1 in. to <6 in. and covering >50% but <90% of surface area	1						
	Calcareous loam <1 in. for >50% of surface area	0						

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Parameter/ Function	Scoring Criteria	Ratings	Polygon	Polygon	Polygon	Polygon	Polygon	Polygon
			Mangrove wetlands					
<b>4. Salinity Parameters</b> Apply to freshwater, saltwater, brackish, hypersaline and mitigation systems - <b>Choose 1</b>								
a. Optimum salinity for fresh systems during growing season based on mean high salinity for a normal year. <i>Apply to freshwater systems within 5 miles of the coast</i>	<2 parts per thousand (ppt)	3						
	2 to 3 parts per thousand (ppt)	2						
	4 to 5 parts per thousand (ppt)	1						
	>5 parts per thousand (ppt)	0						
a-1. <b>Alternate to a.</b> Optimum salinity for brackish systems during growing season based on mean high salinity for a normal year. <i>Apply to brackish (tidal) systems only</i>	6 to 8 parts per thousand (ppt)	3	3					
	9 to 13 parts per thousand (ppt)	2						
	14 to 16 parts per thousand (ppt)	1						
	>16 parts per thousand (ppt)	0						
a-2. <b>Alternate to a.</b> Optimum salinity for saline systems during growing season based on mean high salinity for a normal year. <i>Apply to saline marsh (tidal) systems only</i>	17 to 19 parts per thousand (ppt)	3						
	20 to 22 parts per thousand (ppt)	2						
	23 to 25 parts per thousand (ppt)	1						
	>25 parts per thousand (ppt)	0						
a-3. <b>Alternate to a.</b> Optimum salinity for hypersaline systems during growing season based on mean high salinity for a normal year. <i>Apply to hypersaline (tidal) systems only</i>	26 to 41 parts per thousand (ppt)	3						
	42 to 46 parts per thousand (ppt)	2						
	47 to 51 parts per thousand (ppt)	1						
	>51 parts per thousand (ppt)	0						
a-4 <b>Alternate to a.</b> Optimum salinity for riverine/tidal creek system during growing season based on mean high salinity for a normal year. <i>Apply to riverine systems only</i>	bottom (lower) third between 12 to 25 ppt	3						
	middle third between 5 to 11 ppt.							
	upper (top) third between 0 to 4 ppt.							
	bottom (lower) third between 25 to 32 ppt	2						
	middle third between 6 to 24 ppt.							
	upper (top) third between 0 to 5 ppt.	1						
	bottom (lower) third between 30 to 40 ppt							
	middle third between 8 to 29 ppt.							
upper (top) third between 0 to 7 ppt.	0							
bottom (lower) third between 35 to 50 ppt								
middle third between 10 to 34 ppt.								
upper (top) third between 0 to 9 ppt.		na						

Acres: 2.09

Cumulative Score (SC) 39.5 0 0

Maximum Possible Score (MPS) 54.00 0.00 0.00

W.A.T.E.R. = Cumulative Score/Maximum Possible Score

0.7 #DIV/0! #DIV/0!

1.5594 #DIV/0! #DIV/0!

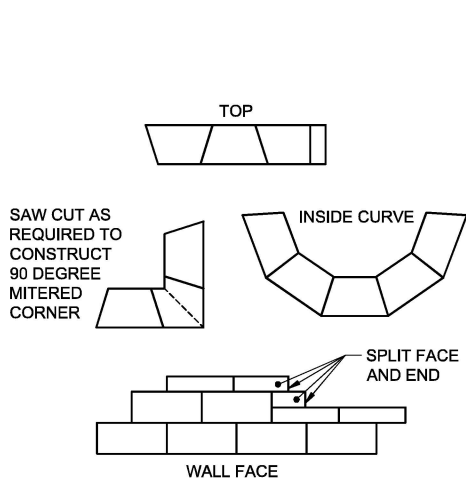
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W.A.T.E.R. created by: Bill L. Maus

11/1/1998

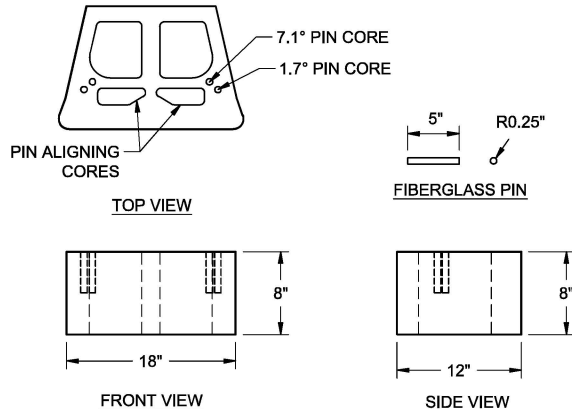
Suitability Multiplier: 1.05

© 4" ANCHOR WALL SYSTEMS, INC.

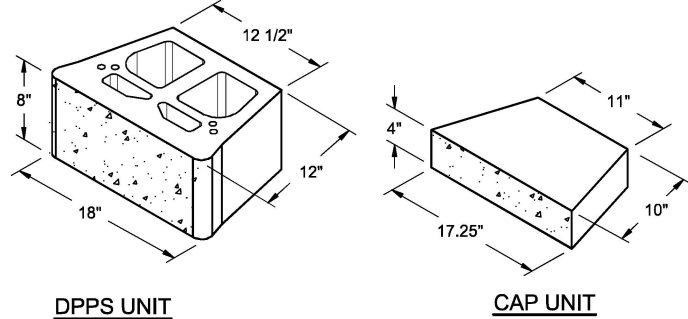


1. ALWAYS START CAPPING WALL FROM THE LOWEST ELEVATION.
2. LAYOUT CAPS PRIOR TO USING ADHESIVE.
3. CUT CAPS TO FIT. VARIOUS COMBINATIONS OF LONG AND SHORT CAP FACES WILL BE NECESSARY FOR RADII GREATER THAN THE MINIMUM.
4. ALTERNATE SHORT AND LONG CAP FACES EVERY OTHER CAP TO ACHIEVE A STRAIGHT ROW OF CAPS.
5. USE EXTERIOR-GRADE CONSTRUCTION ADHESIVE TO SECURE CAPS.
6. REFER TO DETAIL 2 ON SHEET W8 FOR ADDITIONAL INFORMATION.

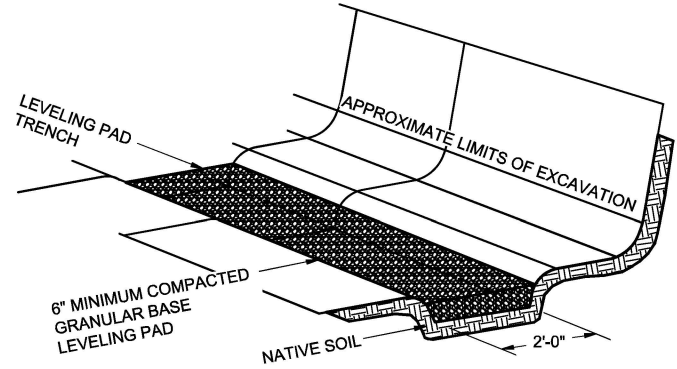
**1**  
W8  
**DIAMOND PRO PS®  
CAPPING DETAILS  
(NOT TO SCALE)**



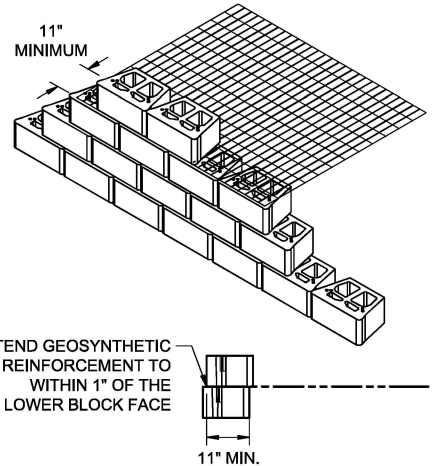
**2**  
W8  
**DIAMOND PRO PS®  
3-WAY BLOCK VIEWS  
(NOT TO SCALE)**



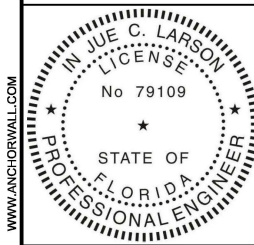
**3**  
W8  
**DIAMOND PRO PS®  
ISOMETRIC BLOCK VIEWS  
(NOT TO SCALE)**



**4**  
W8  
**DIAMOND PRO PS®  
TYPICAL BASE PREPARATION  
(NOT TO SCALE)**



**5**  
W8  
**DIAMOND PRO PS®  
REINFORCEMENT CONNECTION DETAIL  
(NOT TO SCALE)**



This item has been digitally signed and sealed by In Jue C. Larson, PE on the date adjacent to the seal.  
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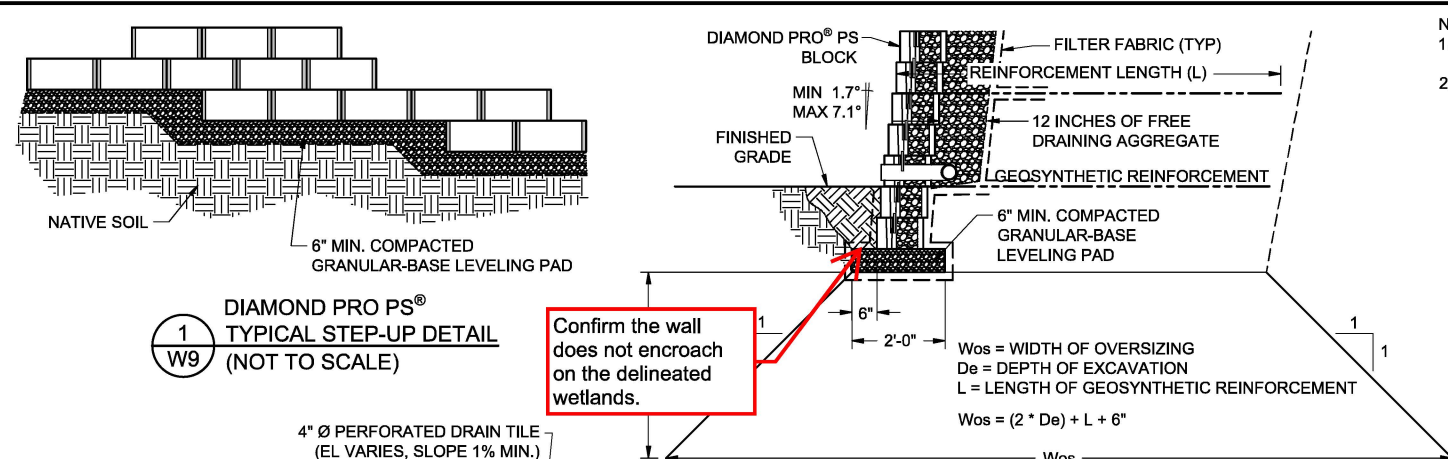
**ANCHOR WALL ENGINEERING, LLC**  
5909 BAKER ROAD, SUITE 550  
MINNETONKA, MN 55345-5996  
PHONE: (952) 933-8855

DESIGN ENGINEER: IN JUE C. LARSON  
FLORIDA REGISTRATION: 79109  
CERT. OF AUTHORIZATION: 27077

Scale: AS SHOWN		0 1 VERIFY THAT THE BAR ABOVE IS 1". IF NOT, ADJUST THE SCALE ACCORDINGLY.		PROPOSED SEGMENTAL RETAINING WALL TOWN HOLLYWOOD - WALL 1 HOLLYWOOD, FLORIDA			
Proj. No: AF 23-308		Reviewed By: DJA		OLDCASTLE COASTAL			
Date: 11/7/23		Drawn By: MAH		REVISION DATES (SEE SHEET W1 FOR REVISION HISTORY):			
				TAMPA, FL			
TYPICAL DETAILS						Sheet W8	of 13

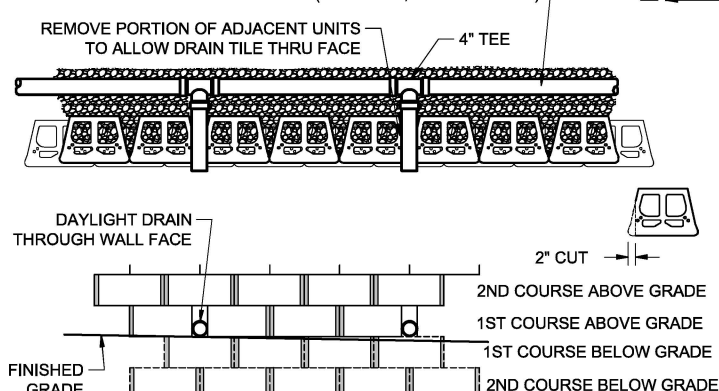
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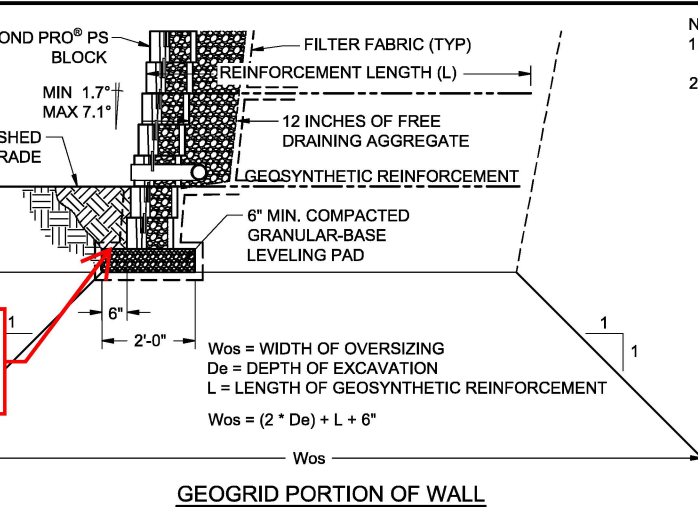
**1**  
W9  
**DIAMOND PRO PS®  
TYPICAL STEP-UP DETAIL  
(NOT TO SCALE)**

Confirm the wall does not encroach on the delineated wetlands.



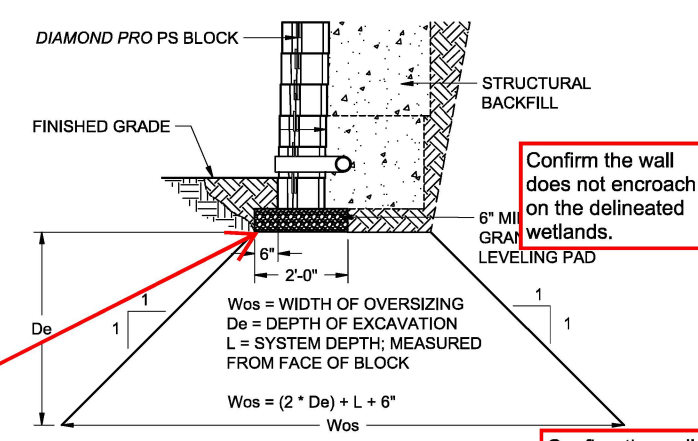
**2**  
W9  
**DIAMOND PRO PS®  
DAYLIGHT DRAINTILE THROUGH WALL  
(NOT TO SCALE)**

Confirm the wall does not encroach on the delineated wetlands.



**3**  
W9  
**TYPICAL EXCAVATION OVERSIZING CROSS SECTION  
(NOT TO SCALE)**

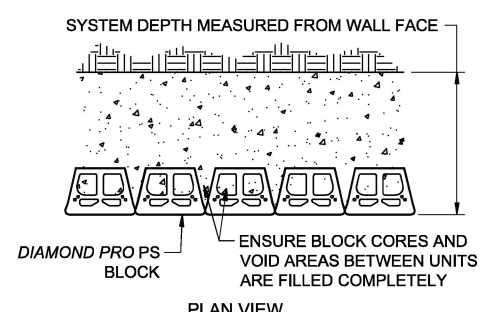
Confirm the wall does not encroach on the delineated wetlands.



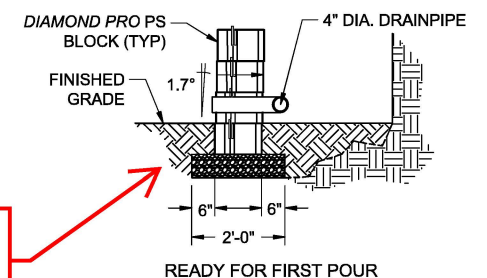
**4**  
W9  
**ANCHORPLEX™ TYPICAL FIRST POUR  
(NOT TO SCALE)**

Confirm the wall does not encroach on the delineated wetlands.

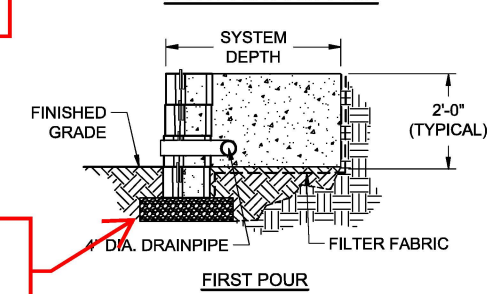
- NOTES:
1. STRUCTURAL BACKFILL IS TO BE PLACED IN 8- TO 24-INCH (TYP) LIFTS
  2. STRUCTURAL BACKFILL MUST BE MANIPULATED INTO ALL BLOCK CORES AND VOIDS BETWEEN BLOCKS TO ENSURE ADEQUATE BOND BETWEEN BLOCK AND CONCRETE MASS.



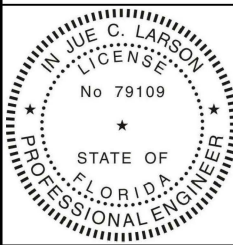
**5**  
W9  
**PLAN VIEW  
(NOT TO SCALE)**



**6**  
W9  
**READY FOR FIRST POUR  
(NOT TO SCALE)**



**7**  
W9  
**FIRST POUR  
(NOT TO SCALE)**



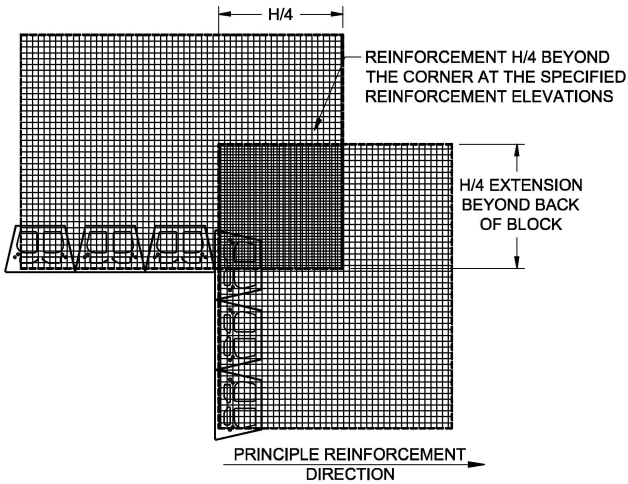
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Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

**ANCHOR WALL ENGINEERING, LLC**  
5909 BAKER ROAD, SUITE 550 MINNETONKA, MN 55345-5996  
PHONE: (952) 933-8855

DESIGN ENGINEER: IN JUE C. LARSON  
FLORIDA REGISTRATION: 79109  
CERT. OF AUTHORIZATION: 27077

Scale:		0 1 VERIFY THAT THE BAR ABOVE IS 1". IF NOT, ADJUST THE SCALE ACCORDINGLY.		PROPOSED SEGMENTAL RETAINING WALL TOWN HOLLYWOOD - WALL 1 HOLLYWOOD, FLORIDA				TAMPA, FL	
AS SHOWN				OLDCASTLE COASTAL				Sheet of	
Proj. No:	AF 23-308	Reviewed By:	DJA	REVISION DATES (SEE SHEET W1 FOR REVISION HISTORY):				W9 13	
Date:	11/7/23	Drawn By:	MAH	11/10/23					

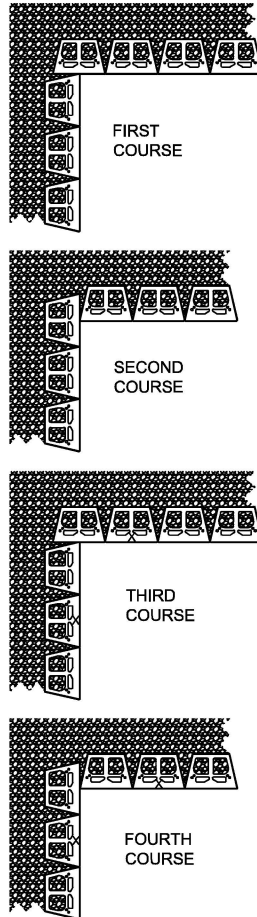
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**GEOGRID LAYOUT**

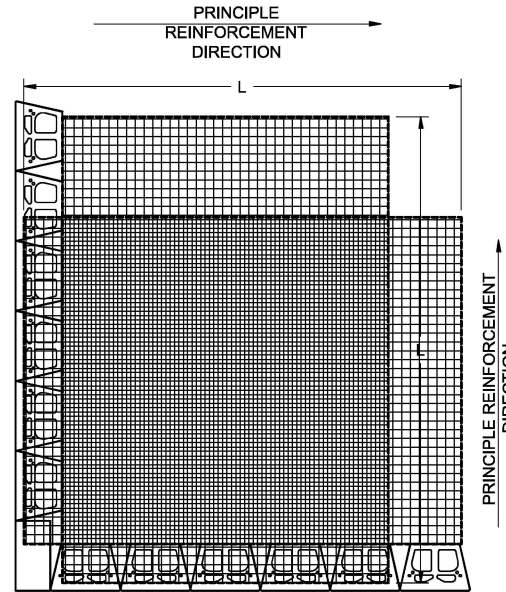
NOTE: USE ADHESIVE ON EXPOSED PARTIAL UNITS. CUT UNITS (X) TO MAINTAIN RUNNING BOND

**1**  
**DIAMOND PRO PS®**  
**INSIDE CORNERS DETAILS**  
**(NOT TO SCALE)**

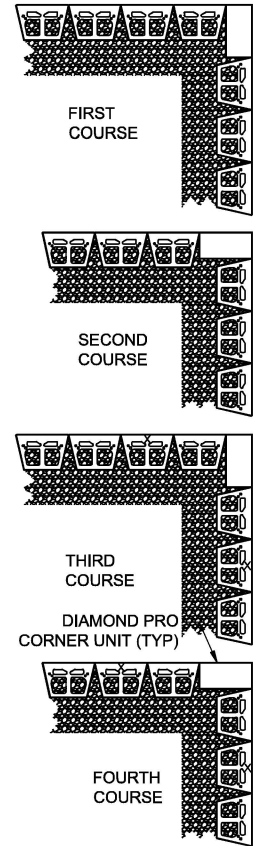


**BLOCK LAYOUT**

NOTE:  
IN THE "CROSS-OVER AREA" OF REINFORCEMENT, ONE OF THE LAYERS OF REINFORCEMENT SHOULD BE LOWERED OR RAISED ONE COURSE TO ALLOW PLACEMENT OF THE REINFORCEMENT WITH THE PRINCIPLE REINFORCEMENT STRENGTH DIRECTION PROPERLY ORIENTATED. THE REINFORCEMENT SHOULD NOT EXTEND INTO THE SEGMENTAL RETAINING WALL UNITS ON THE RETURN LEG OF THE 90-DEGREE CORNER.



**GEOGRID LAYOUT**

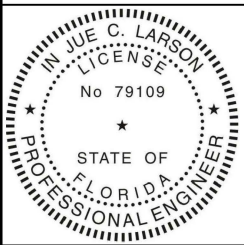


**BLOCK LAYOUT**

NOTE: USE ADHESIVE ON EXPOSED PARTIAL UNITS. CUT UNITS (X) TO MAINTAIN RUNNING BOND

**2**  
**DIAMOND PRO PS®**  
**90-DEGREE OUTSIDE CORNER DETAILS**  
**(NOT TO SCALE)**

WWW.ANCHORWALL.COM

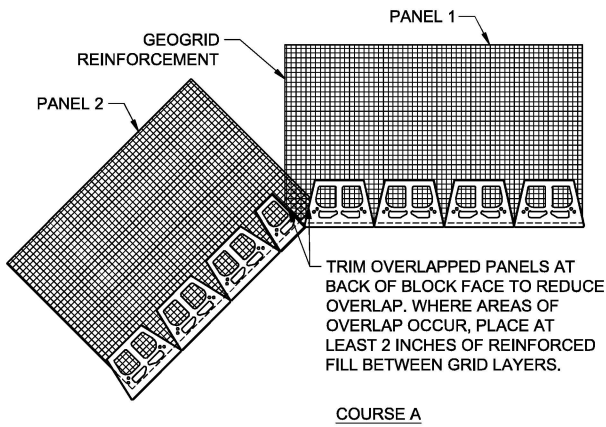


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Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

**ANCHOR WALL ENGINEERING, LLC**  
5909 BAKER ROAD, SUITE 550 MINNETONKA, MN 55345-5996  
DESIGN ENGINEER: IN JUE C. LARSON  
FLORIDA REGISTRATION: 79109  
PHONE: (952) 933-8855  
CERT. OF AUTHORIZATION: 27077

Scale: AS SHOWN		0 1 VERIFY THAT THE BAR ABOVE IS 1". IF NOT, ADJUST THE SCALE ACCORDINGLY.		<b>PROPOSED SEGMENTAL RETAINING WALL</b> <b>TOWN HOLLYWOOD - WALL 1</b> <b>HOLLYWOOD, FLORIDA</b>				TAMPA, FL	
Proj. No: AF 23-308		Reviewed By: DJA		REVISION DATES (SEE SHEET W1 FOR REVISION HISTORY):				Sheet of	
Date: 11/7/23		Drawn By: MAH		11/10/23				TYPICAL DETAILS W10 of 13	

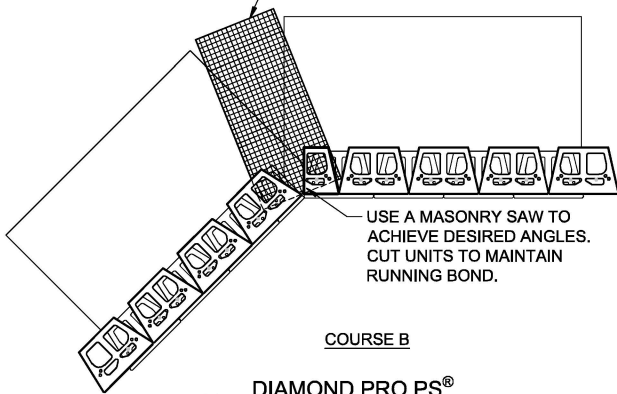
© 4" ANCHOR WALL SYSTEMS, INC.



**COURSE A**

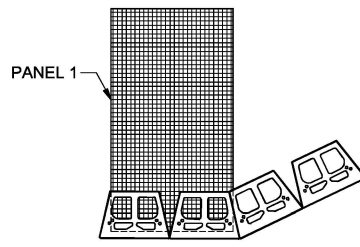
NOTE: FREE-DRAINING AGGREGATE (NOT SHOWN) TO SPAN 10 FT. ALONG THE WALL FACE AND TO THE BACK OF THE REINFORCED ZONE

PLACE ADDITIONAL PANEL AT CORNER TO PROVIDE 100% GEOGRID COVERAGE OF REINFORCED FILL. THIS PANEL SHOULD BE PLACED ONE COURSE ABOVE MAIN REINFORCEMENT.



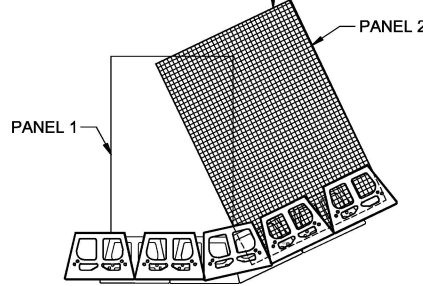
**COURSE B**

**1**  
W11 **DIAMOND PRO PS®  
INSIDE ANGLE DETAILS**  
(NOT TO SCALE)



**COURSE A**

PLACE GEOGRID REINFORCEMENT SUCH THAT ITS ALIGNMENT IS PERPENDICULAR TO FACE OF WALL AND THAT 100% COVERAGE OF REINFORCED FILL IS PROVIDED.

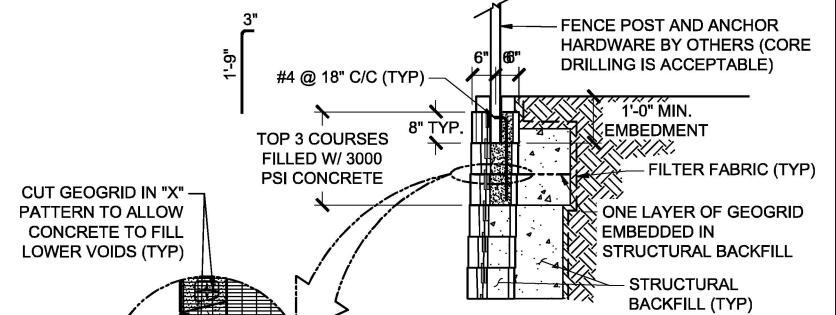


**COURSE B**

**NOTES:**

1. ALTERNATE COURSES "A" & "B" AS NEEDED TO FULL HEIGHT OF WALL.
2. MODIFY UNITS AS NEEDED TO MAINTAIN RUNNING BOND.
3. ADHERE ALL PARTIAL UNITS WITH CONSTRUCTION GRADE ADHESIVE.
4. ADJUST PLACEMENT IN FIELD TO ACHIEVE DESIRED ANGLE.
5. FREE-DRAINING AGGREGATE (NOT SHOWN) TO SPAN 10 FT. ALONG THE WALL FACE AND TO THE BACK OF THE REINFORCED ZONE

**2**  
W11 **DIAMOND PRO PS®  
OUTSIDE ANGLE DETAILS**  
(NOT TO SCALE)

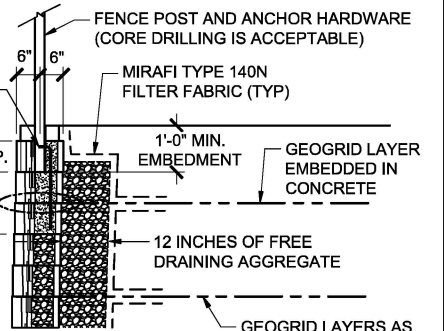


**ANCHORPLEX WALLS**

ENSURE THAT CONCRETE FILLS VOIDS IN AND BETWEEN BLOCKS ON ALL COURSES

TOP 3 COURSES FILLED W/ 3000 PSI CONCRETE

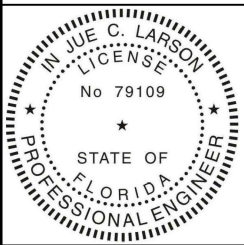
- FENCE NOTES:**
- GEOGRID TO BE PLACED BELOW SECOND COURSE FROM TOP.
  - CUT "X" PATTERN IN GEOGRID AT VOIDS TO ALLOW CONCRETE TO FILL THIRD COURSE.
  - TOP 3 COURSES TO BE FILLED WITH 3000 PSI CONCRETE.
  - HANDRAIL CONTRACTOR TO DETERMINE THE MINIMUM ANCHOR SIZE AND TYPE.
  - CENTER OF POST SHALL BE NO LESS THAN 6" FROM THE FACE OF THE TOP COURSE (NOT FROM THE FACE OF THE CAP).
  - CORE DRILLED POST EMBEDMENT SHALL BE NO LESS THAN 1'-0" FROM TOP OF CAP.
  - ALTERNATE ANCHORAGE TO HAVE EQUIVALENT EMBEDMENT NO LESS THAN 1'-0" FROM TOP OF CAP.
  - USE VISTA BLOCK FOR TOP COURSE IN AREAS WHERE BACK OF BLOCK WILL BE EXPOSED (IF REQUIRED)



**GEOGRID WALLS**

**3**  
W11 **DIAMOND PRO PS®  
FENCE ON TOP OF WALL**  
(NOT TO SCALE)

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**ANCHOR WALL ENGINEERING, LLC**  
5909 BAKER ROAD, SUITE 550 MINNETONKA, MN 55345-5996  
PHONE: (952) 933-8855

DESIGN ENGINEER: IN JUE C. LARSON  
FLORIDA REGISTRATION: 79109  
CERT. OF AUTHORIZATION: 27077

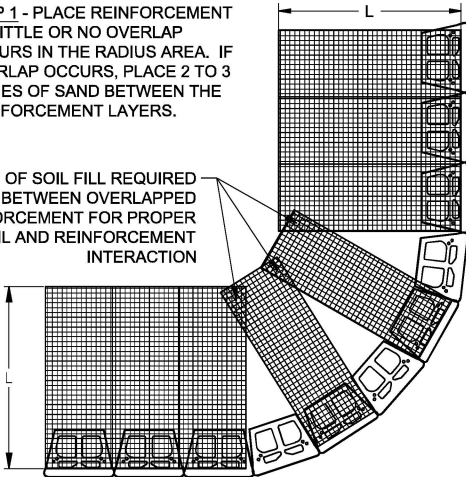
Scale:		0 1 VERIFY THAT THE BAR ABOVE IS 1". IF NOT, ADJUST THE SCALE ACCORDINGLY.		<b>PROPOSED SEGMENTAL RETAINING WALL TOWN HOLLYWOOD - WALL 1 HOLLYWOOD, FLORIDA</b>			
<b>AS SHOWN</b>				<b>OLDCASTLE COASTAL</b>		<b>TAMPA, FL</b>	
Proj. No:	AF 23-308	Reviewed By:	DJA	REVISION DATES (SEE SHEET W1 FOR REVISION HISTORY):			
Date:	11/7/23	Drawn By:	MAH	11/10/23			
				TYPICAL DETAILS		Sheet	of
				W11		13	

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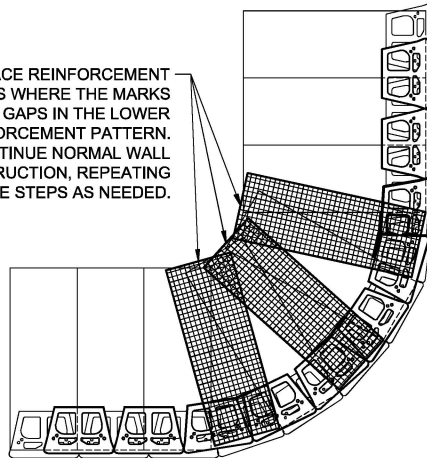
PRINCIPLE REINFORCEMENT DIRECTION

STEP 1 - PLACE REINFORCEMENT SO LITTLE OR NO OVERLAP OCCURS IN THE RADIUS AREA. IF OVERLAP OCCURS, PLACE 2 TO 3 INCHES OF SAND BETWEEN THE REINFORCEMENT LAYERS.

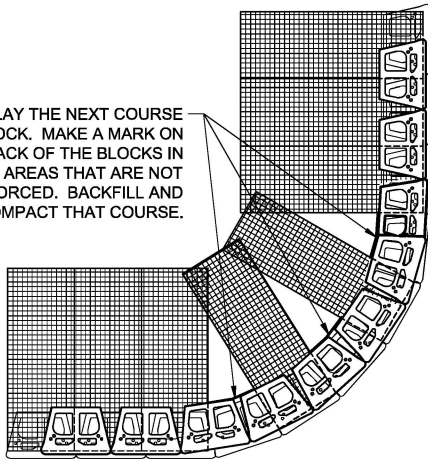
2"-3" OF SOIL FILL REQUIRED BETWEEN OVERLAPPED REINFORCEMENT FOR PROPER SOIL AND REINFORCEMENT INTERACTION



STEP 3: PLACE REINFORCEMENT IN THE AREAS WHERE THE MARKS SHOW GAPS IN THE LOWER REINFORCEMENT PATTERN. CONTINUE NORMAL WALL CONSTRUCTION, REPEATING THESE STEPS AS NEEDED.



STEP 2: LAY THE NEXT COURSE OF BLOCK. MAKE A MARK ON THE BACK OF THE BLOCKS IN THE AREAS THAT ARE NOT REINFORCED. BACKFILL AND COMPACT THAT COURSE.

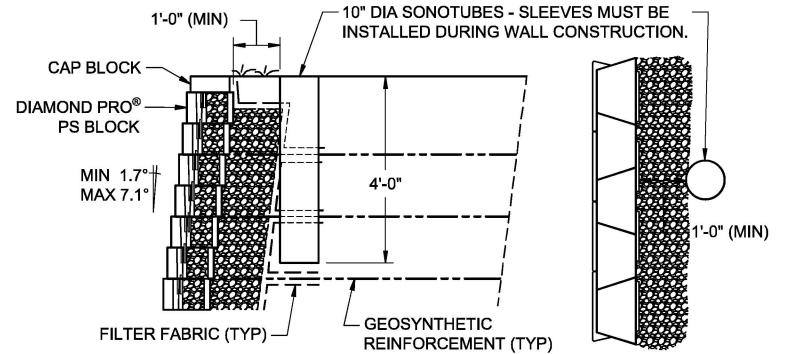


NOTES:

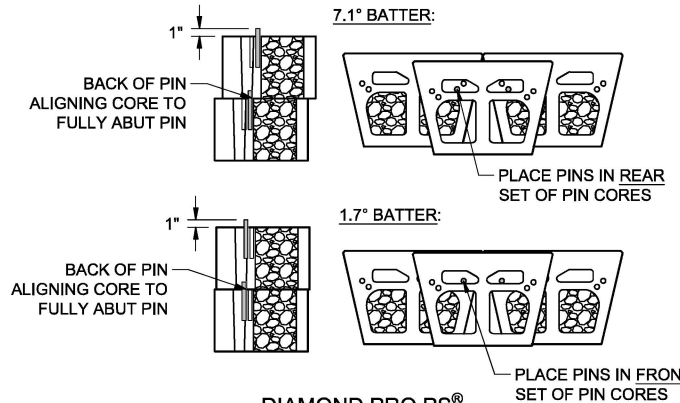
1. DRAINAGE AGGREGATE NOT SHOWN FOR CLARITY
2. MINIMUM RADIUS: 4 FT. TO FACE

1  
W12  
DIAMOND PRO PS®  
OUTSIDE CURVE DETAILS  
(NOT TO SCALE)

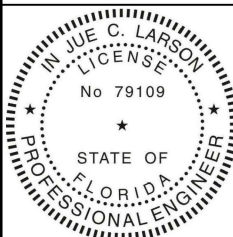
THE SITE CIVIL ENGINEER IS RESPONSIBLE FOR DETERMINING WHEN AND WHERE FENCING, GUIDE RAILS, OR TRAFFIC BARRIERS ARE NEEDED ON A SITE. THE STRUCTURAL DESIGN OF THESE ITEMS IS THE RESPONSIBILITY OF THE STRUCTURAL ENGINEER AND DETAILING THE INCORPORATION OF THESE STRUCTURES WITHIN A SRW IS THE RESPONSIBILITY OF THE WALL DESIGN ENGINEER.



2  
W12  
DIAMOND PRO PS®  
SLEEVES FOR FUTURE FENCE BEHIND WALL 1  
(NOT TO SCALE)



3  
W12  
DIAMOND PRO PS®  
PIN INSTALLATION DETAIL  
(NOT TO SCALE)



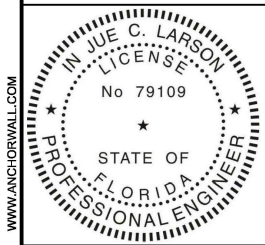
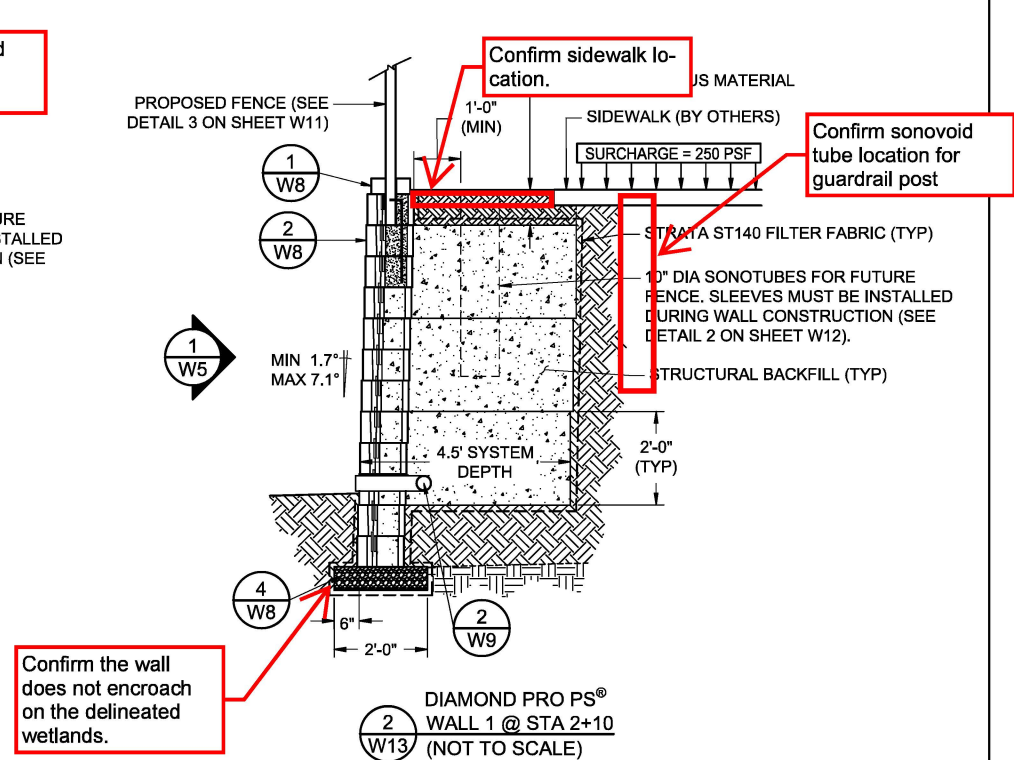
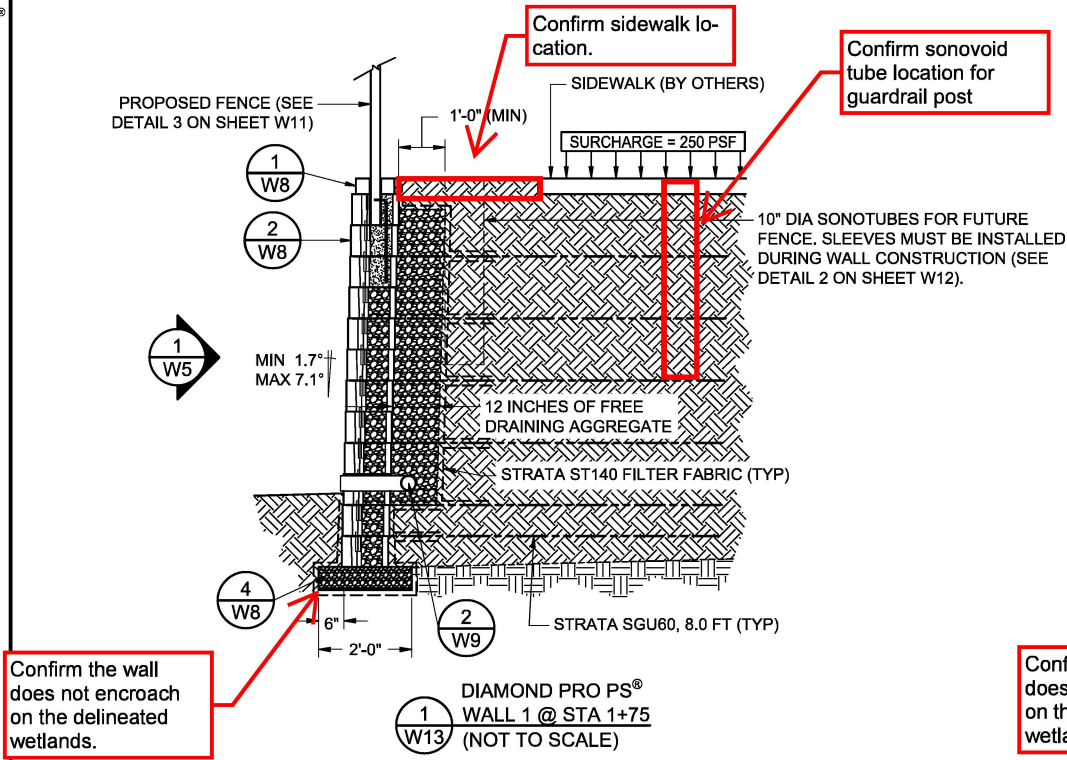
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**ANCHOR WALL ENGINEERING, LLC**  
5909 BAKER ROAD, SUITE 550 DESIGN ENGINEER: IN JUE C. LARSON  
MINNETONKA, MN 55345-5996 FLORIDA REGISTRATION: 79109  
PHONE: (952) 933-8855 CERT. OF AUTHORIZATION: 27077

Scale: AS SHOWN		0 1 VERIFY THAT THE BAR ABOVE IS 1". IF NOT, ADJUST THE SCALE ACCORDINGLY.		PROPOSED SEGMENTAL RETAINING WALL TOWN HOLLYWOOD - WALL 1 HOLLYWOOD, FLORIDA				TAMPA, FL	
Proj. No: AF 23-308		Reviewed By: DJA		REVISION DATES (SEE SHEET W1 FOR REVISION HISTORY):				Sheet of	
Date: 11/7/23		Drawn By: MAH		11/10/23				TYPICAL DETAILS W12 of 13	

© 4" ANCHOR WALL SYSTEMS, INC.

NOTE: IF ANY UTILITIES ARE LOCATED WITHIN THE REINFORCED ZONE, THEY MUST BE INSTALLED CONCURRENTLY WITH THE WALL. WALL CONTRACTOR TO COORDINATE WITH UTILITY CONTRACTOR TO ENSURE NO GRID IS DAMAGED DURING INSTALLATION OF THE UTILITIES.



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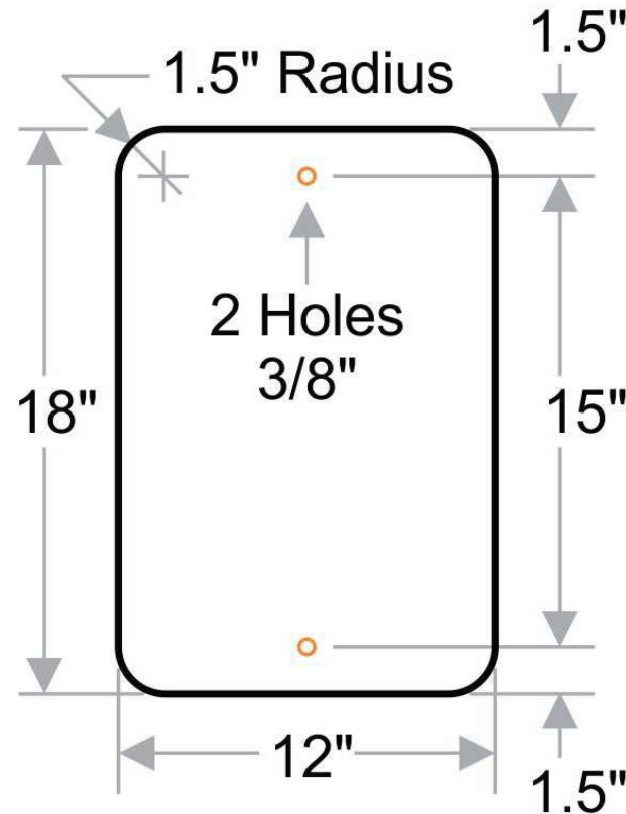
**ANCHOR WALL ENGINEERING, LLC**  
5909 BAKER ROAD, SUITE 550  
MINNETONKA, MN 55345-5996  
PHONE: (952) 933-8855

DESIGN ENGINEER: IN JUE C. LARSON  
FLORIDA REGISTRATION: 79109  
CERT. OF AUTHORIZATION: 27077


Scale:		0 1		PROPOSED SEGMENTAL RETAINING WALL			
AS SHOWN		VERIFY THAT THE BAR ABOVE IS 1". IF NOT, ADJUST THE SCALE ACCORDINGLY.		TOWN HOLLYWOOD - WALL 1			
				HOLLYWOOD, FLORIDA			
				TAMPA, FL			
Proj. No:	AF 23-308	Reviewed By:	DJA	REVISION DATES (SEE SHEET W1 FOR REVISION HISTORY):			
Date:	11/7/23	Drawn By:	MAH	11/10/23			
CROSS SECTIONS							Sheet of
							W13 13



The CE area signs will be installed on the development facing side of the retaining wall approximately 5 to 7 feet above the ground. The precise wording of the CE area sign may be different from what is shown but will identify the area as an environmentally protected area with no unauthorized entry or dumping allowed. The signs will be a minimum of 18 inches tall by 12 inches wide.



Document Path: F:\My Documents\PRH Related-Adler Parcel\Cross Section\_v2-with CE Sign.mxd

Initial Date: 02/22/2020	Revision Date: 5/30/2024	<b>J. J. Goldasich and Associates, Incorporated</b>  Ecological Services Natural System Analysis (561) 883-9555 jjg@jjgoldasich.com	<b>PRH-Dania, LLC</b> Typical Conservation Area Sign City of Dania Beach Broward County, Florida	<b>Typical CE Area Sign Detail</b>
NOT TO SCALE (see dimensions)				

**EVERGLADES MITIGATION BANK**  
**MITIGATION CREDIT PURCHASE AND SALE AGREEMENT**

**THIS MITIGATION CREDIT PURCHASE AND SALE AGREEMENT** (“Agreement”) is made on this 17<sup>th</sup> day of June, 2024, by and between Florida Power & Light Company, a Florida corporation (“FPL”) and PRH-Dania Beach, LLC (“Purchaser”).

WITNESSETH

**WHEREAS**, FPL has obtained authorization to construct and maintain the Everglades Mitigation Bank, located in Miami-Dade County, Florida (“Mitigation Bank”); and

**WHEREAS**, FPL has obtained Mitigation Bank Permit Nos. 132622449, 132637449 and 0193232-001 from the Florida Department of Environmental Protection (“FDEP”) pursuant to Chapter 62-342, Florida Administrative Code (collectively, the “FDEP Permits”); Permit Nos. 199500155 (IP-GS) and SAJ-1995-155 (IP-TKW) from the U.S. Army Corps of Engineers (“ACOE”) pursuant to the Clean Water Act Section 404, 33 U.S.C. § 1344 (collectively, the “ACOE Permit”); and Permit No. CC96-303/FW95-035 from the Miami-Dade County Department of Environmental Resources Management (“DERM Permit”) to construct, operate, manage, and maintain the Mitigation Bank, and to transfer credits from the Mitigation Bank (“Mitigation Credits”) to satisfy the mitigation requirements of third parties; and

**WHEREAS**, for the benefit of the Purchaser, Purchaser is in the process of obtaining the following permits (collectively, the “Purchaser’s Permit”) from the following agencies to impact wetlands under that agency’s regulatory jurisdiction which requires the Purchaser to provide mitigation: (a) Permit Number SAJ-2020-00481 from the Army Corps of Engineers (“ACOE”); (b) Permit Number (pending) from the South Florida Water Management District (“SFWMD”); and (c) Permit Number DF20-1158 from Broward County Environmental Protection and Growth Management Department (“BCEPGMD”) (collectively with ACOE, SFWMD, and BCEPGMD referred to hereinafter as the “Agency”); and

**WHEREAS**, the Purchaser is in the process of obtaining Agency approval or the Agency has approved the use of Mitigation Credits from the Mitigation Bank to fulfill the mitigation requirements of Purchaser’s Permit.

**NOW, THEREFORE**, in consideration of the premises herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Purchase Price.**

FPL hereby agrees to allocate to Purchaser up to a maximum of 1.56 Joint Saltwater Mitigation Credits in the Mitigation Bank to partially or totally fulfill the mitigation requirements of the Purchaser’s Permit in consideration of the total sum of Two Hundred and Thirty-Four Thousand Dollars (\$234,000.00) (“Purchase Price”), payable in U.S. dollars in cash or

immediately available funds, subject to the terms herein. The Purchase Price shall be payable to FPL as follows:

- a) Two Hundred and Thirty-Four Thousand Dollars (\$234,000.00) simultaneously upon Purchaser's execution of this Agreement.

The Purchase Price is nonrefundable, except as provided in this Paragraph and in Paragraph 3 and 12 hereof. If the Agency determines that Purchaser needs less than 1.56 Mitigation Credits, Purchaser shall notify FPL of the number of Mitigation Credits that Purchaser requires, and the parties shall reduce the Purchase Price based on a price of One Hundred Fifty Thousand Dollars (\$150,000.00) per Mitigation Credit. In such event, Purchaser shall be entitled to receive a corresponding refund of the Purchase Price paid and FPL shall retain those Mitigation Credits for which Purchaser received the refund. If the Agency differs in its determination of the number of Mitigation Credits to be purchased by Purchaser, then the Purchase Price shall be governed by the individual Agency determination reflecting the highest Mitigation Credit required.

2. **FPL's Obligations under this Agreement.**

- a. FPL shall cooperate with the Purchaser and with the Agency and other applicable regulatory agencies to facilitate and expedite the transfer of the Mitigation Credits to the Purchaser to fulfill the mitigation requirements of Purchaser's Permit.

- b. Upon FPL's receipt of Purchase Price and Purchaser providing to FPL the Purchaser's Permit, FPL shall assume the responsibility for fulfilling the mitigation requirements of Purchaser's Permit. This responsibility will be met by FPL's compliance with the terms and conditions of its FDEP Permits and ACOE Permit. Except as provided in Paragraph 3 below, FPL bears no responsibility or obligation relating to Purchaser's efforts to secure all necessary construction permits.

3. **Credit Purchase Conditioned on Agency Approval of Use of Mitigation Credits as Mitigation.**

Purchase of the Mitigation Credits under this Agreement is conditioned on the Purchaser obtaining the approval of each Agency for the use of the Mitigation Credits to fulfill the mitigation requirements of Purchaser's Permit. Purchaser shall provide FPL with a copy of the Purchaser's Permit within ten (10) days of Purchaser's Permit being issued by each respective Agency to enable FPL to submit the credit withdrawal request as required in Paragraph 4. If Purchaser's inability to provide FPL with a copy of Purchaser's Permit is due to Agency denial of Purchaser's Permit, then Purchaser shall be entitled to receive a refund of the Purchase Price paid and FPL shall retain all Mitigation Credits reserved on Purchaser's behalf. A "denial" shall be deemed to occur in the event the Agency's governing body with the authority to approve or deny the Purchaser's Permit has taken final agency action after Purchaser has made a good faith effort to obtain the Purchaser's Permit.

4. **Withdrawal of Credits.**

Upon FPL's receipt of the full Purchase Price within the time period required and Purchaser providing to FPL the Purchaser's Permit, FPL shall submit a Mitigation Credit withdrawal request to the FDEP and/or ACOE as appropriate pursuant to the Mitigation Credit withdrawal process established in the Mitigation Bank Permits within ten (10) business days of receipt of Purchaser's Permits.

After obtaining approval of the Mitigation Credit withdrawal as provided in the FDEP Permits and/or ACOE Mitigation Banking Instrument, FPL shall provide to the Purchaser copies of the Agency approvals to evidence the transfer of the Mitigation Credits from FPL to the Purchaser.

5. **Acceptance of Purchase Agreement**

Purchaser shall execute and return this Agreement to FPL within thirty (30) days of receipt. If FPL fails to receive Purchaser's executed counterpart to this Agreement within such thirty (30) day time period, then FPL, in its sole discretion, may withdraw its offer to enter into a Purchase Agreement with Purchaser.

6. **Fees**

Any returned checks shall be subject to a \$50.00 service charge.

7. **Successors and Assigns.**

This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto. This Agreement may be assigned by Purchaser to another party, with the prior written consent of FPL, which consent shall not be unreasonably withheld or delayed.

8. **Applicable Law.**

This Agreement shall be construed and enforced in accordance with the laws of the State of Florida.

9. **Notices.**

All notices required or remitted by the Agreement shall be in writing and shall be sent by Certified or Registered Mail, by national overnight courier service, or hand-delivered to the address below. Notices shall be deemed delivered and given when mailed, if mailed; or upon receipt, if delivered by hand or by courier.

Notices to FPL shall be sent to: Florida Power & Light Company  
Environmental Services JES/JB  
700 Universe Blvd.

Juno Beach, FL 33408  
Attn: Brian Yates

Notices to Purchaser shall be sent to: PRH-Dania Beach, LLC  
2850 Tigertail Avenue, 8<sup>th</sup> Floor  
Coconut Grove, FL 33133

10. **No Third Party Beneficiaries.**

This Agreement does not confer any benefits to persons or entities whom are not either (a) parties to this Agreement, or (b) successors and permitted assigns of the parties to this Agreement.

11. **Remedies.**

Purchaser's failure to make the payments due under this Agreement within the time periods required herein shall constitute the Purchaser's default of this Agreement. In the event of Purchaser's default hereunder and Purchaser's failure to cure such default within five (5) business days, FPL shall be entitled to terminate the Agreement and retain the Purchaser's deposits, any Purchase Price due and/or paid and all Mitigation Credits reserved or withdrawn on Purchaser's behalf as its sole remedy. If FPL defaults hereunder, Purchaser's sole remedy shall be to terminate this Agreement and obtain a refund of the Purchaser's deposits and any Purchase Price paid. The parties agree and acknowledge that FDEP and the ACOE have exclusive jurisdiction to enforce FPL's compliance with the terms and conditions of their respective permits authorizing the Mitigation Bank, and Purchaser agrees it shall not be entitled to sue FPL, and hereby covenants not to sue FPL, to enforce compliance with the terms and conditions of the FDEP Permits and ACOE Permit.

12. **Disputes.**

In connection with any legal proceeding between FPL and Purchaser brought to enforce the terms and conditions of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all costs, expenses and reasonable attorneys' and paralegals' fees incurred by said prevailing party in such proceedings, including all costs, expenses, and reasonable attorneys' and paralegals' fees incurred on appeal, in administrative proceedings or in any arbitration.

13. **Brokers.**

Purchaser and FPL represent to each other that neither they nor anyone on their behalf has dealt with or consulted with any broker, agent, or other person in connection with this matter, and that no commission or finder's fee will be payable as a result of the execution of this Agreement or the consummation of the transaction contemplated hereby. In the event a broker, agent, or other person claims to have dealt with one of the parties contrary to the foregoing representation, the party with whom the broker, agent, or other person claims to have dealt or

consulted agrees to indemnify and hold the other party harmless against any such claims or demands, including reasonable attorneys' fees and costs incurred by such other party.

14. **Construction.**

This Agreement shall not be construed more strictly against one party than the other by virtue of the fact that it was prepared by counsel for one of the parties.

15. **Interpretation.**

In the interpretation of this Agreement, a single number includes the plural, the words "person" and "party" include corporations, partnerships, firms or associations whenever the context so requires. Captions of paragraphs and sections are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify or amplify or limit the scope or content of the interpretation, construction or meaning of the provisions of this Agreement.

16. **Confidentiality.**

The terms of this Agreement are confidential and may not be disclosed to third parties except as provided by law or with the written permission of FPL and Purchaser.

17. **Waiver of Jury Trial.**

Purchaser and FPL agree with each other that each knowingly, voluntarily and intentionally waives the right it may have to a trial by jury in respect of any litigation based hereon, or arising out of, under or in connection with this Agreement, or any document contemplated to be executed in conjunction herewith, or any course of conduct, course of dealing, statement (whether oral or written) or action of the other party.

18. **Entire Agreement.**

The terms and conditions of this Agreement constitute the sole and entire agreement between the parties with respect to the subject matter hereof. This Agreement may be amended, modified or altered only by the written agreement of the parties. This Agreement supersedes any and all previous oral or written agreements and understandings relating to the subject matter hereof and contains the entire agreement of the parties relating to the subject matter thereof. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute a single agreement.

19. **Recitals.** The above-mentioned recitals are true and correct and incorporated herein by reference.

[Signatures appear on following page.]


IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.

**FPL:**  
Florida Power & Light Company,  
a Florida corporation

By:   
John Hampp, Director, Environmental Services

Date: 6/17/2024

**Purchaser:**  
PRH-Dania Beach, LLC

By:   
Patricia Campbell, Vice President

Date: 6/10/24

**STAFF REPORT DISTRIBUTION LIST  
ADDRESSES**

**Owner:**

PRH-Dania Beach LLC  
Attention: Jorge Perez  
2850 Tigertail Avenue, Suite 800  
Miami, FL 33133

**Applicant:**

PRH-Dania Beach LLC  
Attention: Jorge Perez  
2850 Tigertail Avenue, Suite 800  
Miami, FL 33133

**Engineering Consultant:**

GGB Engineering, Inc.  
Attention: Mr. Gary G. Bloom, P.E., President  
2699 Stirling Road, Suite C-202  
Hollywood, FL 33312

**Other:**

City of Dania Beach Building Official