

# CONSTRUCTION ENGINEERING INSPECTION REPORT

## CANAL#277 CANAL RESTORATION PROJECT

### TROPICAL BAY ESTATES BETWEEN WARBLER AND KILLDEER LANE BIG PINE KEY, MONROE COUNTY, FLORIDA KEYS



PREPARED BY:

**AMEC FOSTER WHEELER ENVIRONMENT & INFRASTRUCTURE, INC.**  
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Miami Lakes, Florida 33014

Amec Foster Wheeler Project No. 6783-14-2614

October 2016



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## 1.0 BACKGROUND/PURPOSE

The purpose of this report is to document the completion of construction activities in Canal #277 located in Big Pine Key, FL. This project is one of the Monroe County Canal Restoration Demonstration Projects testing various canal water quality improvement technologies to determine the cost and water quality improvement effectiveness. The large volume of water, the lack of tidal flushing, and the presence of significant oxygen consuming sediments, nutrients, and organic matter in Canal #277 have caused depleted oxygen levels which is preventing the inhabitation of fish or other marine organisms. The Monroe County *Canal Management Master Plan*, which addresses all of the County residential canals, recommends installing one 60 inch diameter circular, 184 foot long culvert to provide a hydraulic connection between the east and west segments. This technology will improve tidal flushing and water quality within upstream areas of the canal system. This restoration is being monitored for the next two years by Florida International University (FIU) to determine the effectiveness. This monitoring data will be used in the canal program planning to determine if additional technologies are required in Canal 277 to improve the water quality to FDEP standards

Amec Foster Wheeler completed the construction administration and engineering inspection services for the installation of the air curtain. The Amec Foster Wheeler organizational chart included the following personnel:

- Ricardo Fraxedas, P.E. – Principal Engineer
- Stephen Hanks, P.E. – Engineer of Record
- Greg Corning, P.E. – Project Engineer
- Jeremy Paris, P.W.S. – Project Scientist
- Derek Dadesky, E.I. – Field Engineer

Monroe County applied and received a \$50,000 water quality improvement grant from FDEP for the installation of the culvert at Canal #277. Douglas N. Higgins, Inc. was contracted by Monroe County to complete the installation for the culvert. The installation contract value was \$423,957.

## 1.1 PROJECT AREA

The project site is located across State Road 4a (Watson Blvd.) between Killdeer Lane and Warbler Lane, in Tropical Bay Estates, Big Pine Key, Florida; Section 14 & 25, Township 66 S, Range 29 E, (Latitude: 24°41'51.66" North; Longitude: - 81°21'24.58" West). **Figure 1** provides a site location map.

**Figure 1 - TROPICAL BAY ESTATES**





## 1.2 PROJECT OVERVIEW

The project consisted of installing a circular culvert, 60 inches in diameter and 184 feet in length, underneath State Road 4a (Watson Blvd.) that connects two segments of Canal #277. To install the reinforced concrete pipe, approximately 20 cubic yards of sediment was excavated to -10 feet NAVD88 within a 220 square foot area with the top of the submerged culvert being placed at -3.5 feet NAVD88. Two 20 linear foot segments of rock rip rap headwall were removed and replaced with rock rip rap and sand cement bags. These construction activities resulted in a total of 40 cubic yards of backfill. Permanent manatee grates were installed at both ends of the culvert. Short term dewatering was required for this project and floating turbidity curtains were deployed at both ends of the culvert throughout the duration of the project. All excavated material was placed in a dump truck and moved to an approved location.

## 2.0 CONSTRUCTION ENGINEERING & INSPECTION

Amec Foster Wheeler provided construction engineering and inspection services for the oversight of the canal restoration project to ensure that all permit requirements and design specifications were followed. The field activities extended from March 28<sup>th</sup>, 2016 through May 27<sup>th</sup>, 2016. Turbidity and endangered species monitoring was conducted during the in-water work associated with the canal restoration. An activity summary table is provided below.

### 2.1 SUMMARY OF ACTIVITIES

General Field notes were prepared each day of construction and photo documentation of the activities were collected. Copies of photo documentation are included in **Attachment A** and the table below provides a weekly summary.



**Table 1. Weekly Construction Summary**

Construction Week	Activities Description
Week # 1 : March 28 to April 2	A kick off meeting was held on March 30 <sup>th</sup> . Giannetti (subcontractor installed sediment and erosion controls according to plans. Subcontractor spent the rest of the week setting up equipment and beginning the excavation activities.
Week # 2 : April 4 to 9	The subcontractor installed the first segment and by the end of the week the subcontractor has installed approximately 100 feet of pipe.
Week # 3 : April 11 to 16	The subcontractor completed the installation of the 60 inch RCP and riprap was installed on either side of pipe as shown on the design plans. MOT was implemented according to plans and steel plates were used to cover the trench along Watson Blvd to allow for normal traffic operations. Sub-contractor began demobilization process, removing the dewatering tank from the project area at the end of the week.
Week # 4: April 18 to 23	Site restoration activities continue while the Contractor waits on the manatee grates to arrive.
Week # 5: April 25 to 30	Contractor installed the manatee grates and turbidity curtains were removed once in water work was completed.
Week # 6: May 2 to 7	Site restoration work continues. Clean up of rock and debris from the properties. Grade area to be planted with sod.
Week # 7: May 9 to 14	The rock riprap was removed and reinstalled on the east side of Watson Blvd. Site restoration work continued.
Week # 8: May 16 to 21	Mangroves were planted on east side of Watson Blvd. Sod Installation began and Contractor set up sprinkler system.
Week # 9: May 23 to 28	Sod Installation was completed and the three palm trees along Watson Blvd were planted. The culvert was fully functional and the project completed.

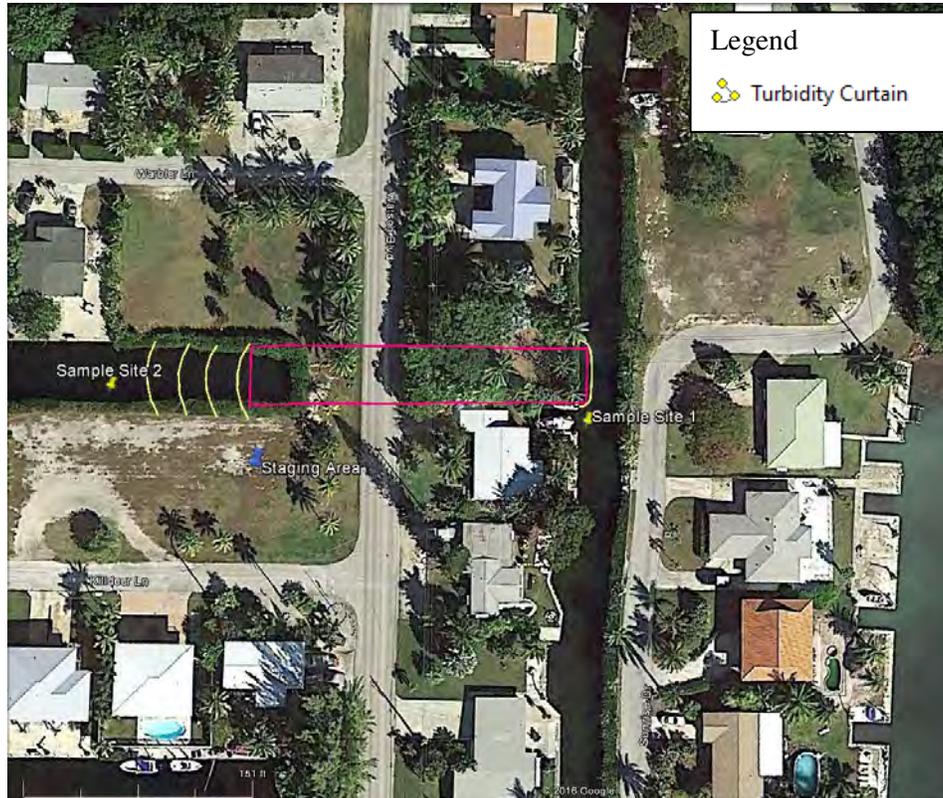


## 2.2 SUMMARY OF TURBIDITY MONITORING

Water quality samples were taken by Amec Foster Wheeler to ensure that turbidity measurements were in compliance with South Florida Water Management District (SFWMD) Permit Nos. 44-00602-W and 44-00603-P, U.S. Army Corps of Engineers (USACE) Permit No. SAJ-2015-03343 (NW-MIB), and Florida Keys National Marine Sanctuary (FKNMS) Permit No. FKNMS-2015-153. Per State requirements, turbidity within Florida Outstanding Waters is not to exceed an increase of 0 NTU above background levels at the canal mouth. Water samples were collected using Florida Department of Environmental Protection (FDEP) Standard Operating Procedures (SOP), and turbidity was measured using a Hach 2100Q portable turbidity monitor. The turbidity meter was calibrated every day prior to processing water samples.

Throughout the course of the project turbidity readings were taken at two locations once a day during an outgoing tide (**See Figure 2: Water Quality Sample Site Map**). The sample sites were taken just outside the floating turbidity curtains to document compliance with a 0 NTU increase within the Florida Outstanding Waters. The water sample was taken to measure turbidity at 1 foot below the water's surface. Initial samples were collected the week prior to dredging and dewatering activities within the canal and averaged to establish a background turbidity value (see table below).

**FIGURE 2 – TROPICAL BAY ESTATES - WATER QUALITY SAMPLE SITES**



Over the course of the project the turbidity at the sample site was mostly consistent within background levels in the canal outside the turbidity curtains. Increased turbidity levels at the sample sites were correlated to dewatering activities that were suspended at times to allow for settling of the turbidity within the project area. The table below summarizes the average turbidity measurements at the sample site compared to background turbidity levels. The turbidity measurements during the project were in compliance with the requirements set forth in the permits.

**Table 2. Average Turbidity Measurements**

Sample Locations	Turbidity Measurements (NTUs)	
	Average Background at 1'	Average at 1'
Sample Site 1	3.3	3.6
Sample Site 2	3.3	4.5

**Conclusion:** Through the course of this project, turbidity did not have any major impacts on the project's progress. Turbidity readings at the sample site outside the canal were mostly consistent with background levels. There were some days where turbidity measurements were slightly greater than 1 NTU above background but this correlated to dewatering activities which were suspended at times to allow for settling of the turbidity within the project area. Water quality outside of the canal remained unaffected by the construction activities based upon continuous visual observations during construction activities.

### 2.3 SUMMARY OF THREATENED AND ENDANGERED SPECIES ISSUES

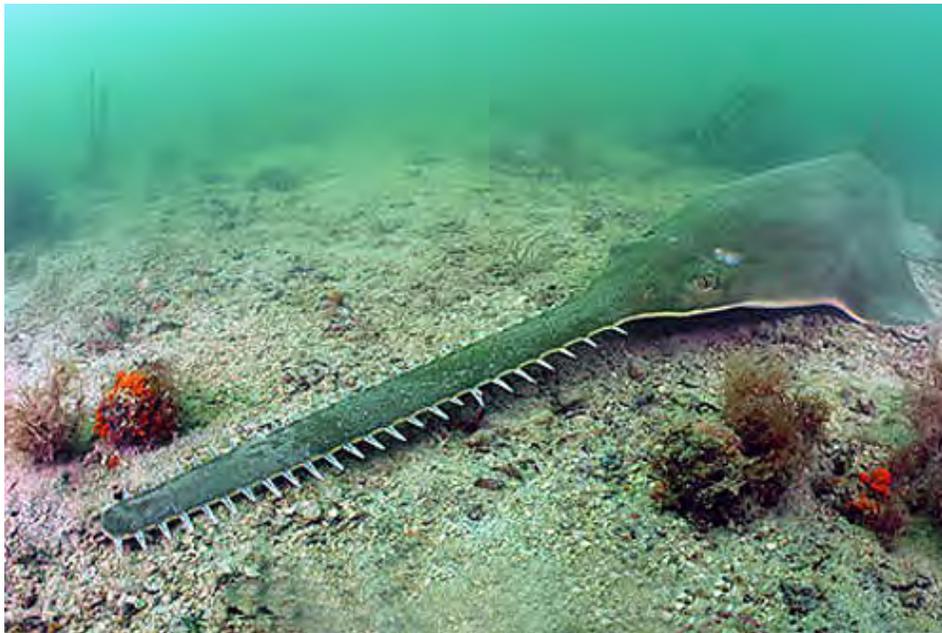
The project site is located within an area accessible to and within the known habitat of several Federal and State listed endangered and threatened species. The species of environmental concern includes the West Indian manatee (*Trichechus manatus latirostris*), the smalltooth sawfish (*Pristis pectinate*), the Kemp's ridley sea turtle (*Lepidochelys kempii*), leatherback sea turtle (*Dermochelys coriacea*), loggerhead sea turtle (*Caretta caretta*), green sea turtle (*Chelonia mydas*), and hawksbill sea turtle (*Eremochelys imbricate*). The West Indian manatee and smalltooth sawfish were the species most likely to be encountered and a brief description of these animals and their involvement with the project are discussed below:

**West Indian manatee** - Manatees have large, seal-shaped bodies with paired flippers and a round, paddle-shaped tail. They are typically grey in color (color can range from black to light brown) and occasionally spotted with barnacles or colored by patches of green or red algae. The muzzle is heavily whiskered and coarse, single hairs are sparsely distributed throughout the body. Adult manatees, on average, are about nine feet long (3 meters) and weigh about 1,000 pounds. At birth, calves are between three and four feet long (1 meter) and weigh between 40 and 60 pounds. The West Indian manatee is listed as endangered by the USFWS, and is federally protected by the Marine Mammal Protection Act of 1972 and the Endangered Species Act of 1973. West

Indian manatees are also protected in the state of Florida by the Manatee Sanctuary Act of 1978.



**Smalltooth sawfish** – Sawfish have long, flat snouts edged with pairs of teeth which are used to locate, stun, and kill prey. They have 25-29 teeth per side. Smalltooth sawfish are listed as endangered by the USFWS. Their diet includes mostly fish but also some crustaceans. Adult smalltooth sawfish are occasionally found inshore but most commonly found in deeper water. Juveniles most often inhabit brackish water within a mile of land. They can be found in a wide range of habitats, including mud bottoms, sand bottoms, oyster bars, red mangrove shorelines, docks, seawall-lined canals and piers.



**Conclusion:** The project was not affected by the presence of threatened and endangered species. There were no sightings of manatees, smalltooth sawfish, or sea turtles.

## 2.4 COMPLIANCE WITH PERMIT AND DESIGN SPECIFICATIONS

Prior to construction activities, a pre-construction meeting was held with permitting agencies, the Contractor, and Amec Foster Wheeler to discuss the project specifications. During the meeting, it was determined that the culvert on the west side of Watson Blvd. needed to be shifted approximately 4 feet south of the design plans and field layout stakes in order to be located within the center of the canal. The disparity between the on-site center point of the canal and the center point identified in the design drawings is associated with inaccuracies with the canal feature that was used to generate the design drawings.

In order to comply with the specifications it was required that the Contractor provide an as-built survey certified by a licensed surveyor to demonstrate that the components identified in the Project Drawings have been properly installed; that the alignment of the culvert is within one foot of the target location of the centerline end points; that the crown elevation of the culvert is below -3.5 feet NAVD88; and that the invert elevation of the culvert is not below -9.2 feet NAVD88. Upon review of the as-built survey, the center point of the west end of the culvert was within 0.74 feet of the modified target location,



and the east end of the culvert was within 2.02 feet of the target location. The disparity of the location on the east side is because the culvert terminated 1.9 feet to the west of the target location and is not the result of improper alignment. Therefore, location of the east section of the culvert is not considered non-conforming. The Contractor met the invert requirement on either side of the pipe, but didn't meet the crown elevation requirement on the east side of the pipe, with the as-built survey indicating a crown elevation of -2.6 feet NAVD88 on the east side. However, the crown elevation on the east side of the pipe is 1.3 feet below the mean low water elevation, and therefore meets the requirements of being a submerged culvert. Also it should be noted that specification for a crown elevation less than -3.5 feet NAVD 88 was to allow for sufficient clearance below the utilities located below Watson Blvd and was not performance based. Copies of the surveys are included in **Attachment B**.

Prior to installation, the County entered into an agreement to access with the properties located at 1757 Baileys Lane and 30369 Killdeer Lane, Big Pine Key to install the culvert for the project. After installation was completed, the staging area was restored to preconstruction conditions. A letter stating that the owners of the staging area properties approved the final restoration was obtained. A copy of the access agreements and staging area approval letters are included as **Attachment C and D**.

A punch list detailing the completion of the required project elements is provided below. The project was completed per all design and permit requirements as detailed in the table below and copies of permit close out documents are included as **Attachment E**.

**Table 3. Permit Documentation**

Permit Agency	Permit Number	Issue Date
SFWMD	44-00602-W & 44-00603-P	December 14 and 16, 2015
USACE	SAJ-2015-03343 (NW-MIB)	January 27, 2016
FKNMS	FKNMS-2015-153	December 30, 2015
Monroe County	16100159 & 16100160	February 16, 2016



## 2.5 CONTRACT ADMENMENTS AND CHANGE ORDERS

Throughout the duration of the January 20<sup>th</sup>, 2016 Agreement between Monroe County BOCC and Douglas N. Higgins, Monroe County approved the following Douglas N. Higgins requested contract change order to complete the project, see table below.

**Table 4. Contract Amendments and Change Orders**

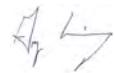
Contract Modifications	Description	Date Approved
Change Order #1	Contract deduction for the removal of the asphalt work activities for Canal #277 due to Florida Keys Aqueduct Authority already performing the work under their sewer installation contract with their vendor. The deduction shall include line items 15, 16, and 17 from the Schedule of Values which totals \$8,665.	June 10, 2016



Project: Canal #277 Canal Restoration Water Quality Improvement Demonstration Project  
 Location: Across Watson Blvd between Killdeer Lane and Warbler Lane, in Tropical Bay Estates, Big Pine Key, Florida  
 Contractor: Douglas N. Higgins, Inc.  
 Date: 27-May-16

ITEM NO.	DESCRIPTION	REQUIRED QUANTITY	OBSERVED QUANTITY	COMMENTS
1	Mobilization and Demobilization	1	1	All equipment was brought to the site as per the contract and removed from the project at project completion.
2	Maintenance of Traffic	1	1	MOT was adequately addressed through signage, construction barricades at corners, radio communications, and site personnel directing truck traffic to the staging area.
3	Erosion and Sediment Controls	1	1	Wattles were placed around construction area. They were properly maintained during construction activities and removed from the site at project completion.
4	Culvert Structure	1	1	The culvert structure was composed of 23 segments of Reinforced Concrete Pipe with each segment being 60" in diameter and 8 ft. in length, resulting in a total length of 184 ft.
5	Dewatering Pump and Tank	1	1	Short term dewatering pump and tank were used to set the first segments of culvert.
6	Construction Surveys	1	1	As-built surveys for the culvert installation were completed by a licensed surveyor.
7	Rehabilitation of Staging Areas to Original Condition	1	1	All equipment was removed from the staging areas upon completion of the project. The staging areas were rehabilitated to match original condition. Property owners approved the restoration activities.

**PROJECT CLOSEOUT DATE: 05/27/2016**

**SIGN OFF ON COMPLETION:**  \_\_\_\_\_

**PRINTED NAME: Greg Corning**

## **ATTACHMENT A**

## **PROJECT PHOTOGRAPHS**



**Equipment Staging (photo dated March 24, 2016)**



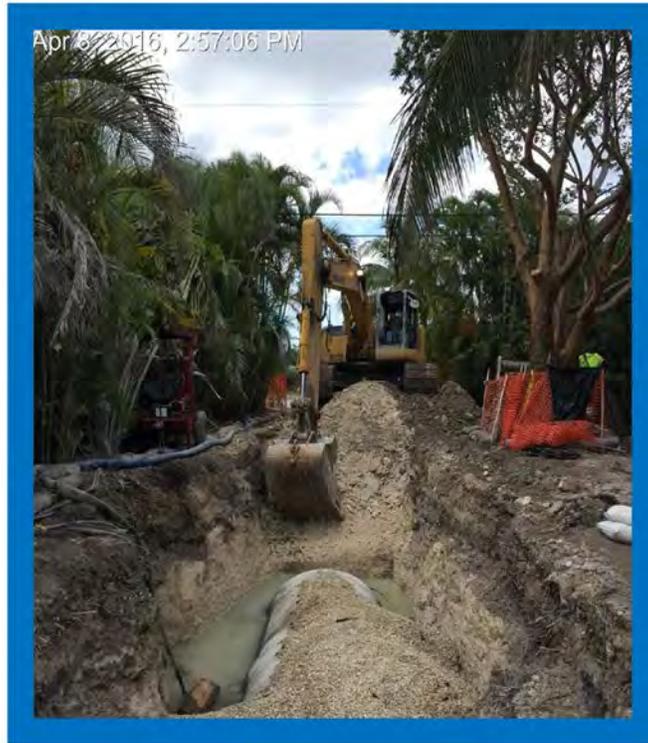
**Turbidity Curtains installed prior to start of construction (photo dated April 5, 2016)**



**Excavating to install the submerged culvert (photo dated April 5, 2016)**



**60-inch reinforced concrete pipe segment (photo dated April 5, 2016)**



**Culvert installation (photo dated April 8, 2016)**



**Dump Truck collecting excavated material (photo dated April 8, 2016)**



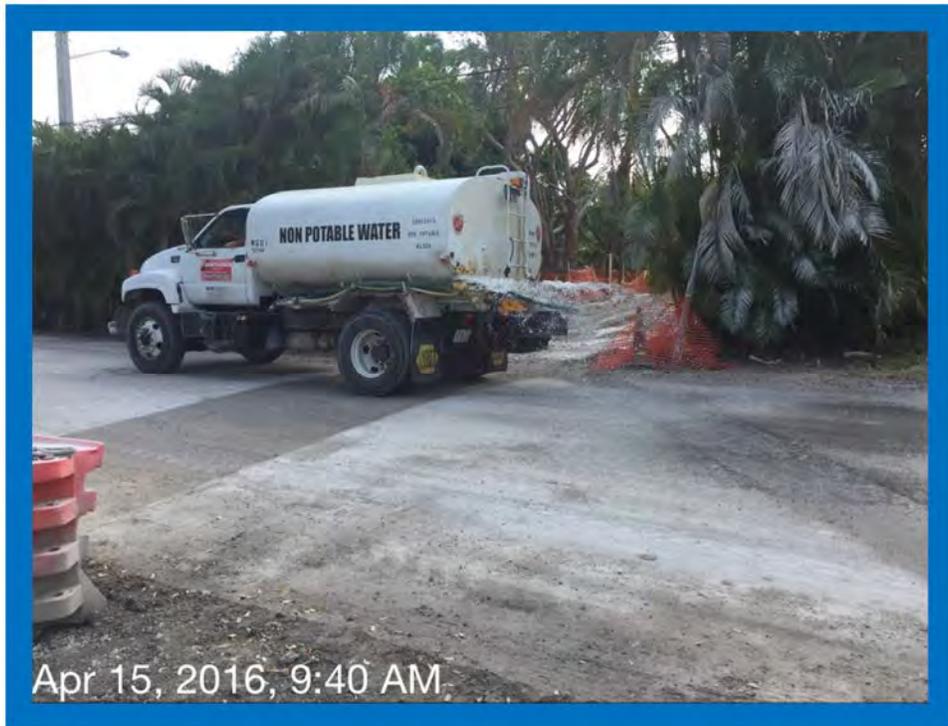
**Installing Culvert across Watson Blvd (photo dated April 11, 2016)**



**Culvert Installation activities with maintenance of traffic measures (photo dated April 12, 2016)**



**Pouring flowable fill concrete to along Watson Blvd. (photo dated April 12, 2016)**



**Water truck for dust control on Watson Blvd. (photo dated April 15, 2016)**



**Rip Rap headwall placed along the slope of the canal (photo dated April 15, 2016)**



**Manatee Grate to be installed on either end of the submerged culvert (photo dated April 26, 2016)**



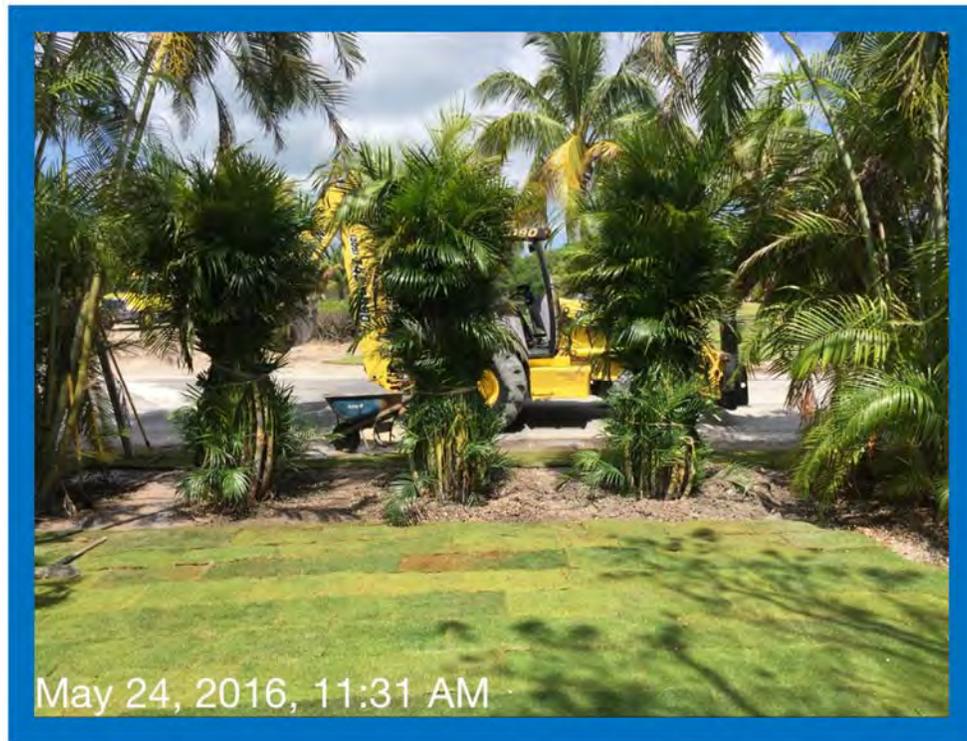
Site restoration activities (photo dated April 26,2016)



Sand cement bag headwall installation along the canal (photo dated May 12,2016)



Site restoration activities (photo dated May 18,2016)



Site restoration activities (photo dated May 24,2016)

## **ATTACHMENT B**

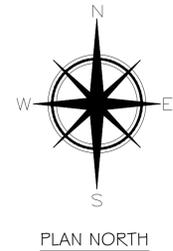
### **SURVEYS**

# AS-BUILT SURVEY

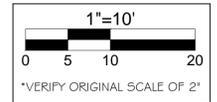
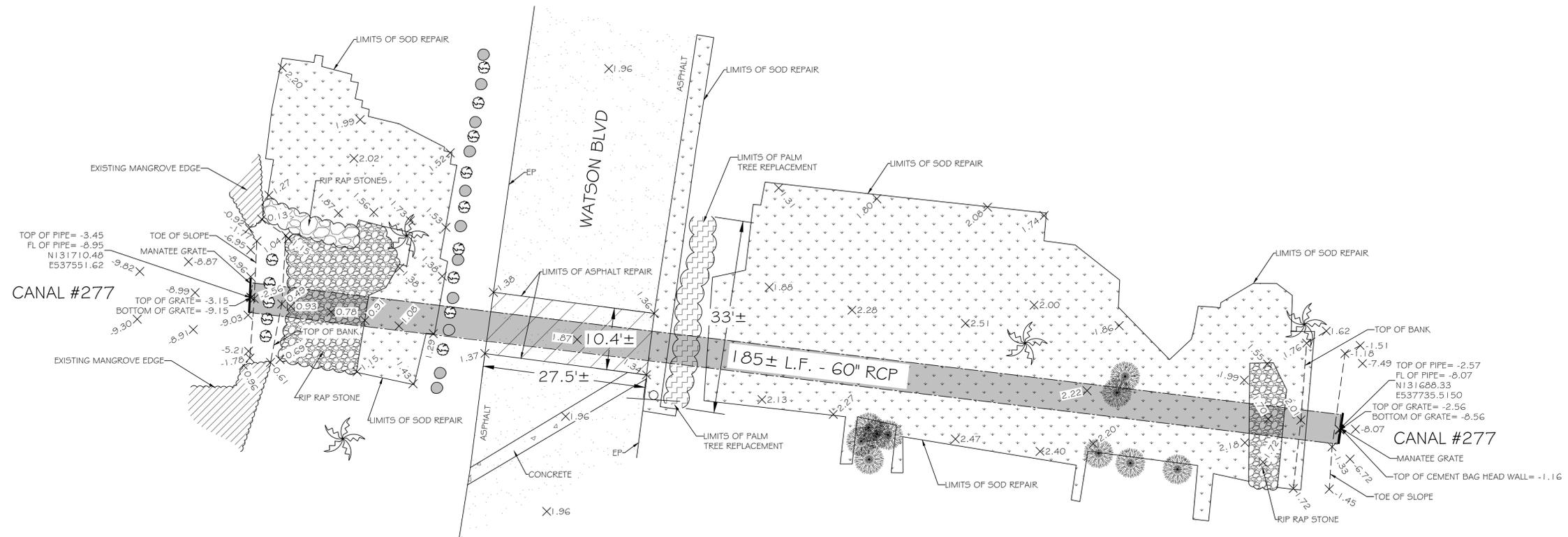
## CANAL #277 CULVERT RESTORATION

### WATSON BOULEVARD

### BIG PINE KEY, MONROE COUNTY, FLORIDA



LOCATION MAP - NTS  
SEC. 14-T66S-R29E



#### SURVEYOR NOTES

THIS IS NOT A BOUNDARY SURVEY. ANY BOUNDARY OR RIGHT OF WAY LINES SHOWN HEREON ARE FOR REFERENCE PURPOSES ONLY, AND ARE A GRAPHICAL REPRESENTATION OF THE BOUNDARY BASED ON THE RECOVERY OF SUFFICIENT BOUNDARY MONUMENTATION TO SPATIALLY DEFINE THE BOUNDARY LINES. NO ATTEMPT WAS MADE TO RESOLVE CONFLICTS BETWEEN THE RECOVERED BOUNDARY INFORMATION AND THE OCCUPATIONAL LINES.

HORIZONTAL COORDINATES AND BEARINGS SHOWN ARE REFERENCED TO PROJECT SURVEY CONTROL POINTS.

ALL UNITS ARE SHOWN IN U.S. SURVEY FEET.

ELEVATIONS SHOWN HEREON ARE IN FEET AND BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 1988).

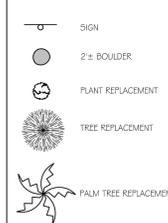
ELEVATIONS WERE ESTABLISHED BY USING PROJECT SURVEY CONTROL POINTS.

ADDITIONS OR DELETIONS TO SURVEY MAP OR REPORT BY OTHERS THAN THE SIGNING PARTY IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY.

THE UNDERGROUND UTILITIES SHOWN HEREON HAVE BEEN LOCATED FROM FIELD EVIDENCE. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN HEREON ENCOMPASS ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. FURTHERMORE, THE SURVEYOR DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE EVIDENCE AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

LEGAL DESCRIPTIONS HAVE BEEN FURNISHED BY THE CLIENT OR HIS/HER REPRESENTATIVE. PUBLIC RECORDS HAVE NOT BEEN RESEARCHED BY THE SURVEYOR TO DETERMINE THE ACCURACY OF THESE DESCRIPTIONS NOR HAVE ADJOINING PROPERTIES BEEN RESEARCHED TO DETERMINE OVERLAPS OR HIATUS. ADDITIONS OR DELETIONS TO SURVEY MAP OR REPORT BY OTHER THAN THE SIGNING PARTY IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY. THE BOLD LINE SHOWN HEREON REPRESENTS THE SURVEYOR'S OPINION OF THE DEED LINES. THE MEAN HIGH WATER LINE WAS NOT DETERMINED FOR THIS SURVEY. THE APPARENT MEAN HIGH WATER LINE IS SHOWN FOR REFERENCE ONLY.

#### SYMBOL LEGEND:



NOTE: FOUNDATIONS BENEATH THE SURFACE ARE NOT SHOWN. MEASURED DIMENSIONS EQUAL FLATTED OR DESCRIBED DIMENSIONS UNLESS INDICATED OTHERWISE. THE FOLLOWING IS A LIST OF ABBREVIATIONS THAT MAY BE FOUND ON THIS SHEET.

BFP = BACK-FLOW PREVENTER	GLY = GUY WIRE	POC = POINT OF COMMENCEMENT
BO = BLOW OUT	HB = HOSE BIB	PRC = POINT OF REVERSE CURVE
C 4 2 = 2" CONCRETE CURB & GUTTER	IP = IRON PIPE	PRM = PERMANENT REFERENCE MONUMENT
CB = CONCRETE BLOCK	IR = IRON ROD	PT = POINT OF TANGENT
CBW = CONCRETE BLOCK WALL	L = ARC LENGTH	R = RADIUS
CL = CENTERLINE	LS = LANDSCAPING	RAW = RIGHT OF WAY LINE
CLF = CHAINLINK FENCE	MB = MAILBOX	SSCO = SANITARY SEWER CLEAN-OUT
CM = CONCRETE MONUMENT	MEAS = MEASURED	SW = SIDE WALK
CONC = CONCRETE	MF = METAL FENCE	TBM = TEMPORARY BENCHMARK
CPF = CONCRETE POWER POLE	MHW = MEAN HIGH WATER LINE	TOP = TOP OF BANK
COVD = COVERED	NGVD = NATIONAL GEODETIC VERTICAL DATUM (1929)	TOS = TOE OF SLOPE
DELTA = CENTRAL ANGLE	NTS = NOT TO SCALE	TS = TRAFFIC SIGN
DEASE = DRAINAGE EASEMENT	OH = ROOF OVERHANG	TYP = TYPICAL
EL = ELEVATION	DNCL = ENCLOSURE	UR = UNRELIABLE
EP = EDGE OF PAVEMENT	PC = POINT OF CURVE	UE = UTILITY EASEMENT
FF = FINISHED FLOOR ELEVATION	PM = PARKING METER	WD = WOOD DECK
FI = FENCE INSIDE	PCP = POINT OF COMPOUND CURVE	WF = WOOD FENCE
FO = FENCE OUTSIDE	PK = PARKER KALON NAIL	WL = WOOD LANDING
FOL = FENCE ON LINE	POB = POINT OF BEGINNING	WM = WATER METER
	PI = POINT OF INTERSECTION	WPP = WOOD POWER POLE
		WRACK LINE = LINE OF DEBRIS ON SHOULDER
		WV = WATER VALVE

NOTE: LEGAL DESCRIPTIONS HAVE BEEN FURNISHED BY THE CLIENT OR HIS/HER REPRESENTATIVE. PUBLIC RECORDS HAVE NOT BEEN RESEARCHED BY THE SURVEYOR TO DETERMINE THE ACCURACY OF THESE DESCRIPTIONS NOR HAVE ADJOINING PROPERTIES BEEN RESEARCHED TO DETERMINE OVERLAPS OR HIATUS. ADDITIONS OR DELETIONS TO SURVEY MAP OR REPORT BY OTHER THAN THE SIGNING PARTY IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY. THE BOLD LINE SHOWN HEREON REPRESENTS THE SURVEYOR'S OPINION OF THE DEED LINES. THE MEAN HIGH WATER LINE WAS NOT DETERMINED FOR THIS SURVEY. THE APPARENT MEAN HIGH WATER LINE IS SHOWN FOR REFERENCE ONLY.

SCALE:	1" = 10'
FIELD WORK DATE:	06/03/2016
REVISION DATE:	06/23/2016
SHEET:	1 OF 1
DRAWN BY:	MPB
CHECKED BY:	EAI
INVOICE NO.:	-----

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTERS 2014-147 & 51-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES AND COMPLIES WITH CHAPTER 177, PART II FLORIDA STATUTES.

NOT VALID WITHOUT THE SIGNATURE AND THE RAISED SEAL OF A FLORIDA SURVEYOR AND MAPPER.

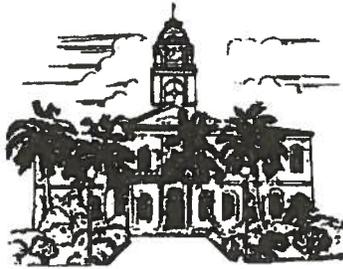
SIGNED:   
ERIC A. ISAACS, REG #6783, PROFESSIONAL SURVEYOR AND MAPPER, LB# 7847



**FLORIDA KEYS  
LAND SURVEYING**  
1996G OVERSEAS HIGHWAY  
SUGARLOAF KEY, FL 33042  
PHONE: (305) 394-3690  
EMAIL: FKL5email@gmail.com

## **ATTACHMENT C**

# **HOMEOWNER APPROVALS OF CONSTRUCTION STAGING AREA USED FOR RESTORATION**



**BOARD OF COUNTY COMMISSIONERS**

Danny L. Kolhage, District 1  
Mayor Heather Carruthers, District 3  
Mayor Pro Tem George Neugent, District 2  
David Rice, District 4  
Sylvia J. Murphy, District 5



June 7, 2016

Michael Bloch and Nancy Chicca-Bloch  
1757 Watson Blvd  
Big Pine Key, FL 33043

Subject: Satisfaction with Restoration Work on Your Property  
Related to Use as a Staging Area for Culvert Installation for Water Quality Improvement  
Lots 19, 20, and 21 on Watson Boulevard, Big Pine Key, FL, 33043. Parcel Identification Numbers  
0031950-0000000 and 0031278-000000

Dear Mr. Bloch and Mrs. Chicca-Bloch,

The County has completed the Culvert Installation water quality improvement project on your canal. We greatly appreciate the use of your property for staging of material and equipment!

Please note Item #2 of the Hold Harmless/Maintenance Agreement you signed stated:

*During the Culvert Installation Project, a 20 foot wide trench will be excavated to place 1-60 inch reinforced concrete culvert in the trench. Approximately 125 linear feet of the 60 inch culvert is located on the subject properties. During the installation of the culvert a 32 foot wide section of the natural rock seawall located along the canals will be removed and replaced with sand-cement bags and rock seawall. The contractor will be responsible for replacing in-kind any damage to private property.*

Please note Item #3 of the Hold Harmless/Maintenance Agreement you signed stated:

*Once the Culvert Installation Project is complete, the Contractor will return the properties to their original or better condition which includes re-grading, re-sodding or resurfacing of disturbed areas and replacement or replanting of trees affected by the project.*

All of the work related to use of your property for culvert installation has been completed. The property has been restored to its original or better conditions. Please inspect the videos/photographs provided to you and/or the actual property and acknowledge that the restoration meets your approval

Please return the signed notarized acceptance of the restoration work at your property to my attention or to an Amec Foster Wheeler representative.

Sincerely,

Greg Corning, P.E.  
Amec Foster Wheeler  
Environment & Infrastructure Americas  
5845 NW 158<sup>th</sup> Street  
Miami Lakes, FL 33014  
Cell Phone – (314) 920-8359

**ACCEPTANCE OF RESTORATION WORK**

We, Michael Bloch and Nancy Chicca-Bloch, acknowledge that We are satisfied with the restoration work completed on our properties located at Lots 19, 20, and 21 on Watson Boulevard, Big Pine Key, FL, 33043, Parcel Identification Numbers 0031950-0000000 and 0031278-0000000 in association with completion of the Monroe County water quality improvement culvert installation project.

IN WITNESS WHEREOF, the parties have agreed to the acceptance of the restoration work on this 15 day of JUNE, 2016

By: Michael Bloch  
**Michael Bloch**, Property Owner  
Date: 6-15-16

STATE OF Florida  
COUNTY OF Monroe

The foregoing instrument was acknowledged before me this 15 day of JUNE, 2016 by Michael Bloch, owner of the property listed above. Who is personally known to me or has produced his FDL as identification.

Signature of Notary Public Donna M. Kajfasz  
DONNA M. KAJFASZ Commission No. FF103944  
Print Notary Name or Stamp  My commission expires: 3-26-2018

By: Nancy Chicca Bloch  
**Nancy-Chicca Bloch**, Property Owner  
Date: 7-1-16

*see attach certificate for notary.*  
*8/21/16*

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by Nancy Chicca-Bloch, owner of the property listed above. Who is personally known to me or has produced his \_\_\_\_\_ as identification.

Signature of Notary Public \_\_\_\_\_  
Commission No. \_\_\_\_\_  
Print Notary Name or Stamp \_\_\_\_\_  
My commission expires: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

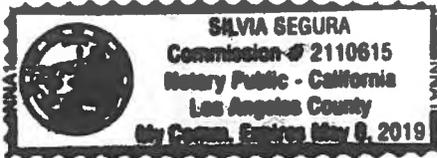
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Los Angeles )  
On July 1, 2016 before me, Silvia Segura, Notary Public,  
Date Here Insert Name and Title of the Officer  
personally appeared Nancy Chicca Bloch  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Silvia Segura  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Acceptance of Restoration Work Document Date: 07/01/2016  
Number of Pages: (4) Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Nancy Chicca Bloch  
 Corporate Officer - Title(s): \_\_\_\_\_  
 Partner -  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer - Title(s): \_\_\_\_\_  
 Partner -  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

**ATTACHMENT #1**

**Photographs of the Pre-Construction and Restored Conditions of the Properties**



**Photo No. 1. Pre-Construction Conditions on Canal #277**



**Photo No. 2. Pre-Construction Conditions on Canal #277**

May 23, 2016, 1:40:05 PM



**Photo No. 3. Post Construction Conditions on Canal #277**

May 27, 2016, 12:06:16 PM



**Photo No. 4. Post Construction Conditions on Canal #277**



**BOARD OF COUNTY COMMISSIONERS**

Danny L. Kolhage, District 1  
Mayor Heather Carruthers, District 3  
Mayor Pro Tem George Neugent, District 2  
David Rice, District 4  
Sylvia J. Murphy, District 5



June 7, 2016

Joseph and Evelyn Rambo  
10677 Baldwin Road  
Bridgman, MI 49106-9724

Subject: Satisfaction with Restoration Work on Your Property  
Related to Use as a Staging Area for Culvert Installation for Water Quality Improvement  
Lots 9 and 10 on Watson Boulevard, Big Pine Key, FL, 33043. Parcel Identification Number  
00313940-000000

Dear Mr. and Mrs. Rambo,

The County has completed the Culvert Installation water quality improvement project on your canal. We greatly appreciate the use of your property for staging of material and equipment!

Please note Item #2 of the Hold Harmless/Maintenance Agreement you signed stated:  
*During the Culvert Installation Project, a 20 foot wide trench will be excavated to place 1-60 inch reinforced concrete culvert in the trench. Approximately 25 linear feet of the culvert is located on the subject property. During the installation of the culvert an 8 foot wide section of the natural rock seawall located along the canal will be removed and replaced with sand-cement bags and rock seawall. The contractor will be responsible for replacing in-kind any damage to private property.*

Please note Item #3 of the Hold Harmless/Maintenance Agreement you signed stated:  
*Once the Culvert Installation Project is complete, the Contractor will return the property to its original or better condition which includes re-grading, re-sodding or resurfacing of disturbed areas and replacement of trees affected by the project.*

All of the work related to use of your property for culvert installation has been completed. The property has been restored to its original or better conditions. Please inspect the videos/photographs provided to you and/or the actual property and acknowledge that the restoration meets your approval

Please return the signed notarized acceptance of the restoration work at your property to my attention or to an Amec Foster Wheeler representative.

Sincerely,

Greg Corning, P.E.  
Amec Foster Wheeler  
Environment & Infrastructure Americas  
5845 NW 158<sup>th</sup> Street  
Miami Lakes, FL 33014  
Cell Phone – (314) 920-8359

## ACCEPTANCE OF RESTORATION WORK

We, Joseph and Evelyn Rambo, acknowledge that We are satisfied with the restoration work completed on our property located at Lots 9 and 10 on Watson Boulevard, Big Pine Key, FL, 33043, Parcel Identification Number 00313940-000000 in association with completion of the Monroe County water quality improvement culvert installation project.

IN WITNESS WHEREOF, the parties have agreed to the acceptance of the restoration work on this \_\_\_\_\_ day of \_\_\_\_\_, 2016

By: \_\_\_\_\_  
**Joseph J. Rambo**, Property Owner

Date: \_\_\_\_\_

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by Joseph J. Rambo, owner of the property listed above. Who is personally known to me or has produced his \_\_\_\_\_ as identification.

Signature of Notary Public

\_\_\_\_\_  
\_\_\_\_\_

Print Notary Name or Stamp

Commission No. \_\_\_\_\_

My commission expires: \_\_\_\_\_

By: \_\_\_\_\_  
**Evelyn M. Rambo**, Property Owner

Date: \_\_\_\_\_

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by Evelyn M. Rambo, owner of the property listed above. Who is personally known to me or has produced his \_\_\_\_\_ as identification.

Signature of Notary Public

\_\_\_\_\_  
\_\_\_\_\_

Print Notary Name or Stamp

Commission No. \_\_\_\_\_

My commission expires: \_\_\_\_\_

**ATTACHMENT #1**

**Photographs of the Pre-Construction and Restored Conditions of the Properties**



Photo No. 1. Pre-Construction Conditions on Staging Area for Canal #277



Photo No. 2. Pre-Construction Conditions on Staging Area for Canal #277



Photo No. 3. Post Construction Conditions on Staging Area for Canal #277



Photo No. 4. Post Construction Conditions on Staging Area for Canal #277

## **ATTACHMENT D**

### **ACCESS AGREEMENT FOR EQUIPMENT**

**HOLD HARMLESS AGREEMENT AND EASEMENT  
BETWEEN MONROE COUNTY, FLORIDA  
AND  
MICHAEL BLOCH AND NANCY CHICCA-BLOCH  
REGARDING THE CANAL #277  
BIG PINE KEY TROPICAL BAY ESTATES CULVERT DESIGN PROJECT**

THIS AGREEMENT (the "Agreement") is made and entered into by Monroe County, Florida, a political subdivision of the State of Florida (the "County"), whose address is 1100 Simonton Street, The Gato Building, Room 205, Key West, FL 33040 and Michael Bloch and Nancy Chicca-Bloch (the "Property Owners"), whose address is 1757 Watson Boulevard, Big Pine Key, Florida 33043.

WHEREAS, the Property Owners own certain real property whose Parcel Identification Numbers are 00313950-000000 and 00312780-000000, which property abuts that body of water commonly known Canal #277 (the "Canal") more specifically identified in Exhibit "A" attached hereto and incorporated herein (the "Properties"); and

WHEREAS, the County is not under any obligation to install or maintain the culvert connecting the canals in any way; and

WHEREAS, the Culvert Installation Project is a voluntary project, and the Property Owners have fully agreed to the Culvert Installation Project scheduled for the canal which crosses a section of their Properties, and

WHEREAS, the Property Owners, whose properties abuts the canal, have agreed to assist the County with this demonstration Culvert Installation Project to aid in the improvement of water quality within the Canal (the "Culvert Installation Project"); and

WHEREAS, as part of the Culvert Installation Project, the County will utilize the Properties to install one 60 inch concrete reinforced culvert and will make other modifications as required or allowed by permit, for a period of up to six (6) months or until the project is completed, whichever is later, following issuance of a Notice to Proceed to the Contractor, more specifically identified on Exhibit "B" attached hereto and incorporated herein; and

WHEREAS, the County or Contractor, not the Property Owners, will obtain the requisite permits necessary for construction of the project; however the Property Owners may be required to sign certain application or permission forms in order for the contractor to use the Properties, and

WHEREAS, the Property Owners, whose properties the culvert crosses are aware of the potential danger to their property, the existing shoreline, docks, seawalls, trees and other collateral damage which may not be readily apparent or which may not manifest itself until long after the Culvert Installation Project is completed; and

WHEREAS, in spite of the inherent risks the Property Owners have requested the Culvert Installation Project go forward. The Property Owners, in exchange for the County's agreement to install the culvert, agree to hold the County harmless, now and forever, from any liability related to

the Culvert Installation Project performed within and about the Canal.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars and other mutual covenants herein provided and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Property Owners shall release, indemnify, defend (with counsel acceptable to the County) and hold harmless the County, their officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost and expenses (including but not limited to attorneys' fees, paralegals' fees, consultants' fees and costs at all administrative, pretrial, trial and appellate levels) of any kind or nature whatsoever arising out of or related in any way to the County's installation of a culvert for water quality improvement purposes, including without limitation all claims relating to injury to persons (including death) or to property. The Property Owners acknowledge that their willingness to provide the above indemnities was a specifically bargained for provision of this Agreement and that specific consideration was provided for their respective above indemnities and the County acknowledges that the willingness of the Property Owners to provide the above indemnities was a material factor in the County's willingness to provide improvements to the Canal. This provision survives the termination of this Agreement.

2. During the Culvert Installation Project, a 20 foot wide trench will be excavated to place 1-60 inch reinforced concrete culvert in the trench. Approximately 125 linear feet of the 60 inch culvert is located on the subject properties. During the installation of the culvert a 32 foot wide section of the natural rock seawall located along the canals will be removed and replaced with sand-cement bags and rock seawall. The Property Owners acknowledge that these dimensions may not be exact but are believed to be close to what will be installed. The contractor will be responsible for replacing in-kind any damage to private property. Specifically, work to be performed on the property is identified on Exhibit "B". The Property Owners, for and in consideration of the mutual covenants previously acknowledged, and of the benefits accruing to Property Owners by the culvert installation, as referenced above, hereby grants and conveys to the County, its agents and assigns, a construction easement and right of entry, attached hereto and made a part hereof as Exhibit "C" over the Properties to access and construct the Culvert Installation Project as identified in Exhibit "B." In addition, the Property Owners agree to sign application and/or permission forms as required in order to proceed with the project, such as application to place a culvert on the property.

3. Once the Culvert Installation Project is complete, the Contractor will return the properties to their original or better condition which includes re-grading, re-sodding or resurfacing of disturbed areas and replacement or replanting of trees affected by the project.

4. The Property Owners, in consideration of the mutual covenants previously acknowledged, hereby grants and conveys to the County, an Easement and Right of Entry over the Properties and Canal, for the purpose set forth in this Agreement, said Right of Entry given to the County and their assigns from the date the Notice to Proceed is issued to the contractor.

5. The County may terminate this Agreement at any time upon written notice to the Property Owners, notice is to be mailed to Property Owners at 1757 Watson Boulevard, Big Pine Key, Florida 33043. If County terminates prior to construction or if another site is chosen the agreement and easement are null and void; and no consideration will be due from either party. Accordingly, based upon the mutual covenants contained herein, Property Owners may not terminate this Agreement after execution by both parties.

6. The indemnification, defense, and hold harmless provisions contained herein shall survive termination and shall remain in full force and effect with regard to any and all claims, suits, judgments, demands, liabilities, damages, cost and expenses which may arise now or in the future that are determined to be a result of the Culvert Installation Project.

**{Remainder of this page left intentionally blank – signature page to follow}**

IN WITNESS WHEREOF, the parties have executed this HOLD HARMLESS/MAINTENANCE AGREEMENT AND EASEMENT on this 2 day of NOV, 2015.

ATTEST:  
Clerk of Courts

MONROE COUNTY, FLORIDA  
Board of County Commissioners

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

Date: \_\_\_\_\_

**Signatures of Michael Bloch and Nancy Chicca-Bloch:**

WITNESS to  
Michael Bloch:

J. Mel  
Witness  
Jessica Melse

Print Witness Name  
Date: 11/2/15

By: Michael Bloch, Property Owner

By: Michael Bloch  
Date: 11-2-15

STATE OF FLORIDA  
COUNTY OF MONROE

The foregoing instrument was acknowledged before me this 2 day of NOV, 2015 by Michael Bloch, the owner of the property listed above. Who individually is personally known to me or individually has produced his Fla Dr Lic as identification.

Signature of Notary Public

Shana Casey

Print Notary Name or Stamp  
Shana Casey

Commission No. \_\_\_\_\_  
My commission expires: \_\_\_\_\_



WITNESS to

Nancy Chicca-Bloch:  
Nancy Chicca Bloch

Witness  
Jessica Melse

Print Witness Name  
Date: 11-2-15

By: Nancy Chicca-Bloch, Property Owner

By: Nancy Chicca Bloch  
Date: 11-2-15

STATE OF FLORIDA  
COUNTY OF MONROE

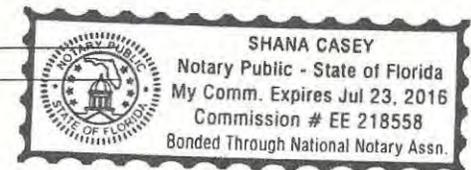
The foregoing instrument was acknowledged before me this 2 day of NOV, 2015 by Nancy Chicca Bloch, the owner of the property listed above. Who individually is personally known to me or individually has produced his Fla Dr Lic as identification.

Signature of Notary Public

Shana Casey

Print Notary Name or Stamp  
Shana Casey

Commission No. \_\_\_\_\_  
My commission expires: \_\_\_\_\_



**Exhibit "A"**

BK 9 LT 1 TROPICAL BAY 3RD ADDN BIG PINE KEY PB5-81 OR399-229/230E OR453-178/179 OR683-824 OR777-1960D/C OR777-1962 OR814-1927 OR1055-1170 OR1164-369 OR1607-900D/C OR1607-902/LET OR1607-903/11/WILL OR1607-913/14P/R

OR

LOT 1, BLOCK 9, TROPICAL BAY, TIDRD ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 81 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

AND

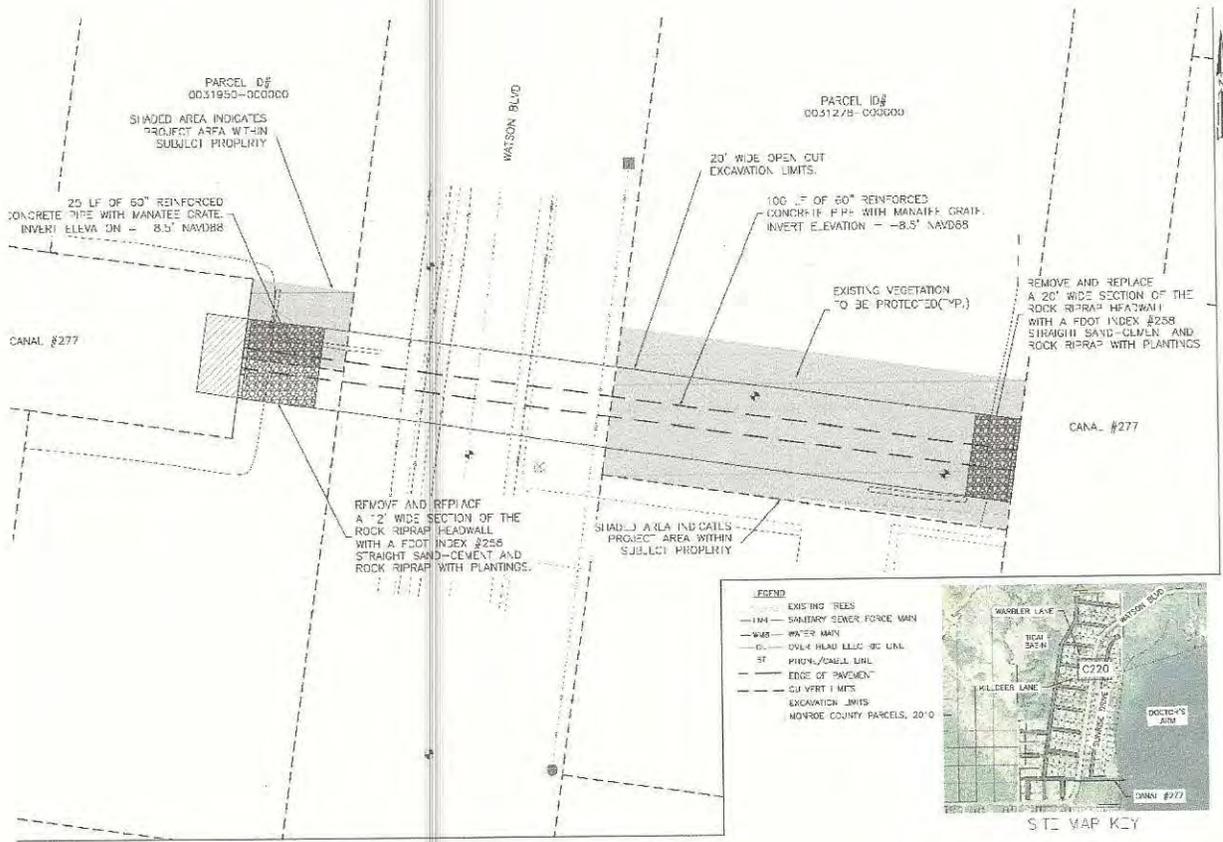
TROPICAL BAY PB4-106 BIG PINE KEY LOTS 19- 20 & S 50' 21 OR 388-192/93 OR393-551/552 OR886-977/AFF OR898-2122 OR944-2439 OR972-245/246 OR981-1147/1148Q/C OR1233-769/70 UNRECORDED DEATH CERT RE: 36279 COMBINED PER OWNERS REQUEST 5-11-87 OR1607-900D/C OR1607-902/LET OR1607-903/911/WILL OR1607-913/14P/R

OR

LOTS 19, 20, AND 21, TROPICAL BAY SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGE 106 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA LESS THE NORTHERLY 25 FEET OF LOT 21.

# Exhibit "B"

## Proposed Construction Activities



## Exhibit "C"

### GRANT OF EASEMENT AND RIGHT OF ENTRY

On this 13 day of Nov, I, Michael Bloch and Nancy Chicca-Bloch ("Owners"), in consideration of the benefits accruing to us, do hereby give, grant, bargain, and release to MONROE COUNTY ("County"), a political subdivision of the State of Florida this Grant of Easement and Right of Entry under, over, across and upon the properties described as Lot 1, Block 9, tropical bay, third addition, according to the plat thereof as recorded in plat book 5, page 81 of the public records of Monroe County, Florida. Lots 19, 20, and 21, tropical bay subdivision, according to the plat thereof as recorded in plat book 4, page 106 of the public records of Monroe County, Florida less the northerly 25 feet of lot 21.

1. The Owners do hereby state that they have sufficient authority and title to grant this easement and right of entry.
2. The Owners agree that the properties may be used during the County's Culvert Installation Project. During the Culvert Installation Project, a 20 foot wide trench will be excavated to place a 60-inch reinforced concrete culvert in the trench. Approximately 125 linear feet of the culvert is located on the subject property. During the installation of the culvert a 32 foot wide section of the natural rock seawall located along the canals will be removed and replaced with sand-cement bags and rock seawall. The contractor will be responsible for replacing in-kind any damage to private property. Property Owners acknowledge that these dimensions may not be exact but are believed to be close to what will be installed
3. The Proposed Work to be performed on these properties is generally identified on Exhibit "B" as Proposed Construction Activities; however Owners agree that this is not a complete list of equipment that may be required to accomplish the work and agrees that the amount and type of equipment is to be determined by County in its sole discretion.
4. All work on the Properties shall be accomplished under permits acquired by the COUNTY or its agents.
5. Owners shall furnish and maintain the easement area free of any obstruction and shall not construct, place, or allow the placing or construction of any obstruction which would interfere with County's safe or proper installation, operation, maintenance, inspection, or staging and use of equipment located in the easement area.
6. Owners affirm that the areas on the Properties where the culvert will be placed, on the date of execution of this document, contain no obstruction to the Proposed Work contemplated in this Easement. Any obstruction to the safe or proper operation, maintenance, or staging of equipment located on the land at the beginning of the Project or during the Project not placed on the land by the County or its agents, may be removed by the County at Owner's expense. The COUNTY or its agents shall notify Owner of any such obstruction prior to any action in this regard and allow Owners time to remove obstruction; except for emergency conditions during which the County may require immediate, unobstructed access to the Facilities.

7. The Contractor will return the properties to their original or better condition which includes re-grading, re-sodding or resurfacing of disturbed areas, and replanting of trees affected by the project.
8. Monroe County, or its agent Amec Foster Wheeler, will photograph the property prior to construction and again after restoration is complete and send the photographs to the Owners. The Owners shall inspect the photographs and/or the properties and advise the County or its agent of restoration concerns which the Owners believe should be alleviated by the contractor. These concerns shall be discussed and resolved between the Owners, the County and the contractor prior to the expiration of the six (6) month construction access period or completion of the project, whichever is later.
9. This easement will run with the land in perpetuity and will be binding on and will inure to the benefit of the parties hereto.
10. The Grantor warrants that it has full power of authority to grant this easement.

**{Remainder of this page left intentionally blank – signature page to follow}**

IN WITNESS WHEREOF, the parties have executed this Easement and Right of Entry on this day of NOV 2, 2015.

ATTEST:  
Clerk of Courts

MONROE COUNTY, FLORIDA  
Board of County Commissioners

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

Mayor

Date: \_\_\_\_\_

**Signatures of Michael Bloch and Nancy Chicca-Bloch:**

WITNESS to  
Michael Bloch:

J. Melse

Witness

Jessica Melse

Print Witness Name

Date: 11/2/15

By: Michael Bloch, Property Owner

By: Michael Bloch

Date: 11-2-15

STATE OF FLORIDA  
COUNTY OF MONROE

The foregoing instrument was acknowledged before me this 2 day of Nov, 2015 by Michael Bloch, the owner of the property listed above. Who individually is personally known to me or individually has produced his Fla. Dr Lic as identification.

Signature of Notary Public

Shana Casey

Commission No. \_\_\_\_\_

My commission expires: \_\_\_\_\_



Print Notary Name or Stamp

Shana Casey

WITNESS to

Nancy Chicca-Bloch:

Nancy Chicca Bloch

Witness

Jessica Melse

Print Witness Name

Date: 11/2/15

By: Nancy Chicca-Bloch, Property Owner

By: Nancy Chicca-Bloch  
Date: 11-2-15

STATE OF FLORIDA  
COUNTY OF MONROE

The foregoing instrument was acknowledged before me this 2 day of Nov, 2015 by Nancy Chicca Bloch, the owner of the property listed above. Who individually is personally known to me or individually has produced his Fla Dr Lic as identification.

Signature of Notary Public

Shana Casey

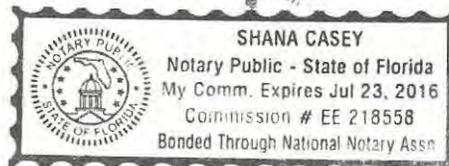
Commission No. \_\_\_\_\_

My commission expires: \_\_\_\_\_



Print Notary Name or Stamp

Shana Casey



**HOLD HARMLESS AGREEMENT AND EASEMENT  
BETWEEN MONROE COUNTY, FLORIDA  
AND  
JOSEPH J. AND EVELYN M. RAMBO  
REGARDING THE CANAL #277  
BIG PINE KEY TROPICAL BAY ESTATES CULVERT DESIGN PROJECT**

THIS AGREEMENT (the "Agreement") is made and entered into by Monroe County, Florida, a political subdivision of the State of Florida (the "County"), whose address is 1100 Simonton Street, The Gato Building, Room 205, Key West, FL 33040 and Joseph J. and Evelyn M. Rambo (the "Property Owners"), whose address is 10677 Baldwin Road, Bridgman, MI 49106-9724.

WHEREAS, the Property Owners own certain real property whose Parcel Identification Numbers are 00313940-000000, which property abuts that body of water commonly known Canal #277 (the "Canal") more specifically identified in Exhibit "A" attached hereto and incorporated herein (the "Properties"); and

WHEREAS, the County is not under any obligation to install or maintain the culvert connecting the canals in any way; and

WHEREAS, the Culvert Installation Project is a voluntary project, and the Property Owners have fully agreed to the Culvert Installation Project scheduled for the canal which crosses a section of their Properties, and

WHEREAS, the Property Owners, whose properties abuts the canal, have agreed to assist the County with this demonstration Culvert Installation Project to aid in the improvement of water quality within the Canal (the "Culvert Installation Project"); and

WHEREAS, as part of the Culvert Installation Project, the County will utilize the Property to install one 60 inch concrete reinforced culvert and will make other modifications as required or allowed by permit, for a period of up to six (6) months or until the project is completed, whichever is later, following issuance of a Notice to Proceed to the Contractor, more specifically identified on Exhibit "B" attached hereto and incorporated herein; and

WHEREAS, the County or Contractor, not the Property Owners, will obtain the requisite permits necessary for construction of the project; however the Property Owners may be required to sign certain application or permission forms in order for the contractor to use the Property, and

WHEREAS, the Property Owners, whose property the culvert crosses are aware of the potential danger to their property, the existing shoreline, docks, seawalls, trees and other collateral damage which may not be readily apparent or which may not manifest itself until long after the Culvert Installation Project is completed; and

WHEREAS, in spite of the inherent risks the Property Owners have requested the Culvert Installation Project go forward. The Property Owners, in exchange for the County's agreement to install the culvert, agree to hold the County harmless, now and forever, from any liability related to

the Culvert Installation Project performed within and about the Canal.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars and other mutual covenants herein provided and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Property Owners shall release, indemnify, defend (with counsel acceptable to the County) and hold harmless the County, their officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost and expenses (including but not limited to attorneys' fees, paralegals' fees, consultants' fees and costs at all administrative, pretrial, trial and appellate levels) of any kind or nature whatsoever arising out of or related in any way to the County's installation of a culvert for water quality improvement purposes, including without limitation all claims relating to injury to persons (including death) or to property. The Property Owners acknowledge that their willingness to provide the above indemnities was a specifically bargained for provision of this Agreement and that specific consideration was provided for their respective above indemnities and the County acknowledges that the willingness of the Property Owners to provide the above indemnities was a material factor in the County's willingness to provide improvements to the Canal. This provision survives the termination of this Agreement.

2. During the Culvert Installation Project, a 20 foot wide trench will be excavated to place 1-60 inch reinforced concrete culvert in the trench. Approximately 25 linear feet of the culvert is located on the subject property. During the installation of the culvert an 8 foot wide section of natural rock seawall located along the canal will be removed and replaced with sand-cement bags and rock seawall. The subject property will be used as a temporary construction staging area, which will include equipment and material, during the duration of the project. The Property Owners acknowledge that these dimensions may not be exact but are believed to be close to what will be installed. The contractor will be responsible for replacing in-kind any damage to private property. Specifically, work to be performed on the property is identified on Exhibit "B". The Property Owners, for and in consideration of the mutual covenants previously acknowledged, and of the benefits accruing to Property Owners by the culvert installation, as referenced above, hereby grants and conveys to the County, its agents and assigns, a construction easement and right of entry, attached hereto and made a part hereof as Exhibit "C" over the Property to access and construct the Culvert Installation Project as identified in Exhibit "B." In addition, the Property Owners agree to sign application and/or permission forms as required in order to proceed with the project, such as application to place a culvert on the property.

3. Once the Culvert Installation Project is complete, the Contractor will return the property to its original or better condition which includes re-grading, re-sodding or resurfacing of disturbed areas and replacement of trees affected by the project.

4. The Property Owners, in consideration of the mutual covenants previously acknowledged, hereby grants and conveys to the County, an Easement and Right of Entry over the Property and Canal, for the purpose set forth in this Agreement, said Right of Entry given to the

County and their assigns from the date the Notice to Proceed is issued to the contractor.

5. The County may terminate this Agreement at any time upon written notice to the Property Owners, notice is to be mailed to Property Owners at 10677 Baldwin Road, Bridgman, MI 49106-9724. If County terminates prior to construction or if another site is chosen the agreement and easement are null and void; and no consideration will be due from either party. Accordingly, based upon the mutual covenants contained herein, Property Owners may not terminate this Agreement after execution by both parties.

6. The indemnification, defense, and hold harmless provisions contained herein shall survive termination and shall remain in full force and effect with regard to any and all claims, suits, judgments, demands, liabilities, damages, cost and expenses which may arise now or in the future that are determined to be a result of the Culvert Installation Project.

**{Remainder of this page left intentionally blank – signature page to follow}**

IN WITNESS WHEREOF, the parties have executed this HOLD HARMLESS/MAINTENANCE AGREEMENT AND EASEMENT on this \_\_\_ day of \_\_\_\_\_, 2015.

ATTEST:  
Clerk of Courts

MONROE COUNTY, FLORIDA  
Board of County Commissioners

By: \_\_\_\_\_  
Mayor  
Date: \_\_\_\_\_

**Signatures of Joseph J. and Evelyn M. Rambo:**

WITNESS to

Joseph J. Rambo:

Witness *Joseph J. Rambo*

Print Witness Name Pamela D. Hahaj  
Date: 11/24/15

By: Joseph J. Rambo, Property Owner

By: *Joseph J. Rambo*  
Date: 11/24/15

STATE OF MICHIGAN  
COUNTY OF Berrien

The foregoing instrument was acknowledged before me this 4 day of November, 2015 by Joseph J. Rambo, the owner of the property listed above. Who individually is personally known to me or individually has produced his Driver's License as identification.

Signature of Notary Public

*Pamela D. Hahaj*

Print Notary Name or Stamp

Commission No. \_\_\_\_\_  
My commission expires: 8-2-2016

WITNESS to

Evelyn M. Rambo:

Witness *Pamela D. Hahaj*

Print Witness Name Pamela D. Hahaj

Date: 11/24/15

By: Evelyn M. Rambo, Property Owner

By: *Evelyn M. Rambo*  
Date: 11/24/2015

STATE OF MICHIGAN  
COUNTY OF Berrien

The foregoing instrument was acknowledged before me this 4 day of November, 2015 by Evelyn J. Rambo, the owner of the property listed above. Who individually is personally known to me or individually has produced his Driver's License as identification.

Signature of Notary Public

*Pamela D. Hahaj*

Print Notary Name or Stamp

Commission No. \_\_\_\_\_  
My commission expires: 8-2-2016

**Exhibit "A"**

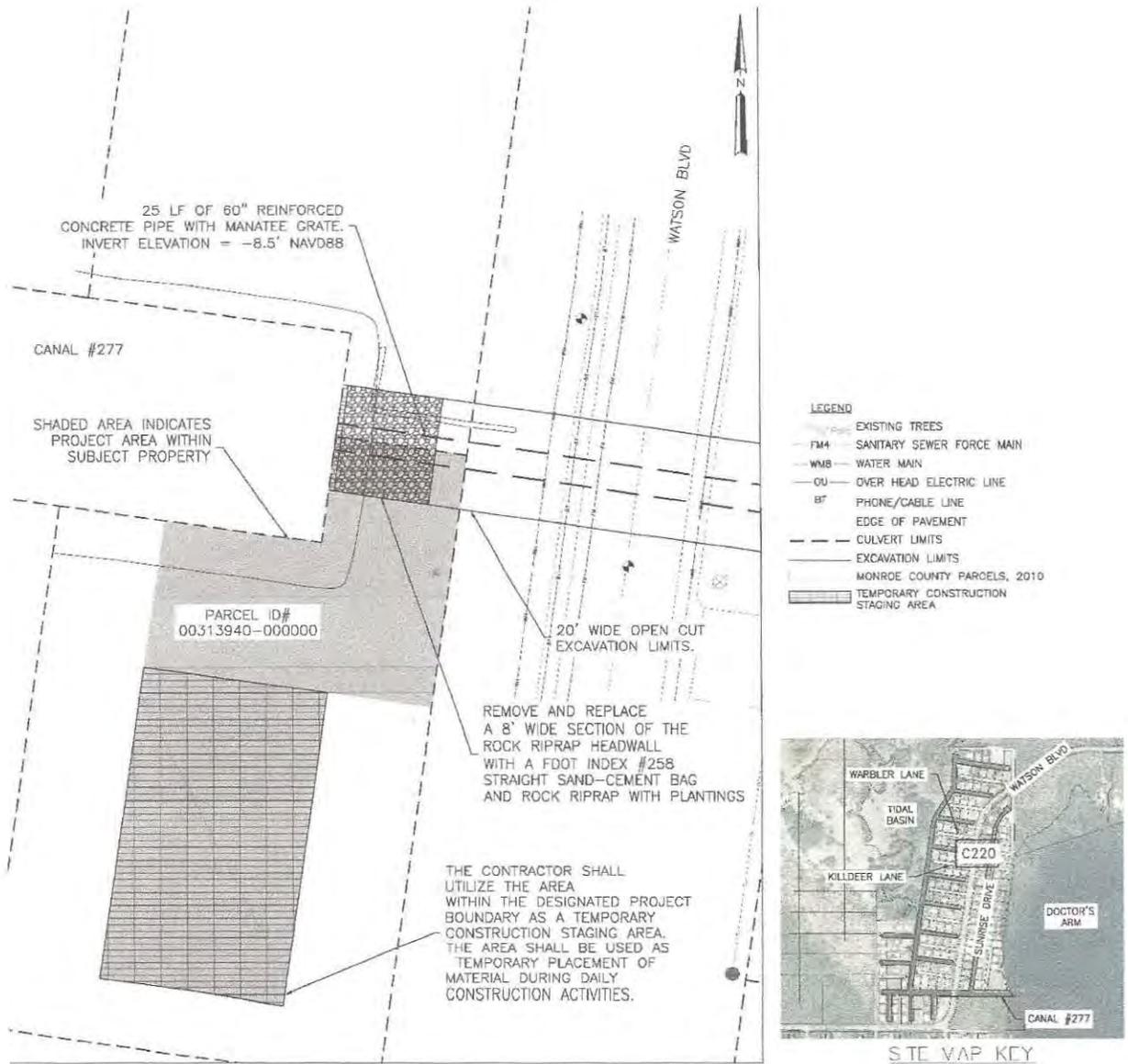
BK 8 LT 10 TROPICAL BAY 3RD ADDN BIG PINE KEY PB5-81 OR402-477 OR444-1026/27  
OR444-1024/25 OR1876-761 OR1876-767D/C OR1876-765AFF

OR

LOTS 9 AND 10, BLOCK 8, TROPICAL BAY, THIRD ADDITION, ACCORDING TO THE  
PLAT THEREOF RECORDED IN PLAT BOOKS, PAGE 81, OF THE PUBLIC RECORDS OF  
MONROE COUNTY, FLORIDA.

# Exhibit "B"

## Proposed Construction Activities



## Exhibit "C"

### GRANT OF EASEMENT AND RIGHT OF ENTRY

On this 4 day of November 2015, I, Joseph J. and Evelyn M. Rambo ("Owners"), in consideration of the benefits accruing to us, do hereby give, grant, bargain, and release to MONROE COUNTY ("County"), a political subdivision of the State of Florida this Grant of Easement and Right of Entry under, over, across and upon the properties described as Lots 9 and 10, Block 8, Tropical Bay, third addition, according to the plat thereof recorded in plat books, page 81, of the public records of Monroe County, Florida.

1. The Owners do hereby state that they have sufficient authority and title to grant this easement and right of entry.
2. The Owners agree that the property may be used during the County's Culvert Installation Project. During the Culvert Installation Project, a 20 foot wide trench will be excavated to place a 60-inch reinforced concrete culvert in the trench. Approximately 25 linear feet of the culvert is located on the subject property. During the installation of the culvert an 8 foot wide section of natural rock seawall located along the canal will be removed and replaced with sand-cement bags and rock seawall. The subject property will be used as a temporary construction staging area, which will include equipment and material, during the duration of the project. The contractor will be responsible for replacing in-kind any damage to private property. Property Owners acknowledge that these dimensions may not be exact but are believed to be close to what will be installed
3. The Proposed Work to be performed on these properties is generally identified on Exhibit "B" as Proposed Construction Activities; however Owners agree that this is not a complete list of equipment that may be required to accomplish the work and agrees that the amount and type of equipment is to be determined by County in its sole discretion.
4. All work on the Property shall be accomplished under permits acquired by the COUNTY or its agents.
5. Owners shall furnish and maintain the easement area free of any obstruction and shall not construct, place, or allow the placing or construction of any obstruction which would interfere with County's safe or proper installation, operation, maintenance, inspection, or staging and use of equipment located in the easement area.
6. Owners affirm that the area on the Property where the culvert will be placed, on the date of execution of this document, contain no obstruction to the Proposed Work contemplated in this Easement. Any obstruction to the safe or proper operation, maintenance, or staging of equipment located on the land at the beginning of the Project or during the Project not placed on the land by the County or its agents, may be removed by the County at Owner's expense. The COUNTY or its agents shall notify Owner of any such obstruction prior to any action in this regard and allow Owners time to remove obstruction; except for emergency conditions during which the County may require immediate, unobstructed access to the Facilities.

7. The Contractor will return the property to its original or better condition which includes re-grading, re-sodding or resurfacing of disturbed areas, and replanting of trees affected by the project.
8. Monroe County, or its agent Amec Foster Wheeler, will photograph the property prior to construction and again after restoration is complete and send the photographs to the Owners. The Owners shall inspect the photographs and/or the properties and advise the County or its agent of restoration concerns which the Owners believe should be alleviated by the contractor. These concerns shall be discussed and resolved between the Owners, the County and the contractor prior to the expiration of the six (6) month construction access period or completion of the project, whichever is later.
9. This easement will run with the land in perpetuity and will be binding on and will inure to the benefit of the parties hereto.
10. The Grantor warrants that it has full power of authority to grant this easement.

**{Remainder of this page left intentionally blank – signature page to follow}**

IN WITNESS WHEREOF, the parties have executed this Easement and Right of Entry on this day of \_\_\_\_\_, \_\_\_\_\_.

ATTEST:  
Clerk of Courts

MONROE COUNTY, FLORIDA  
Board of County Commissioners

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

Date: \_\_\_\_\_

**Signatures of Joseph J. and Evelyn M. Rambo:**

WITNESS to  
Joseph J. Rambo:

Pamela D. Hahaj

Witness

Pamela D. Hahaj  
Print Witness Name

Date: 11/4/15

By: Joseph J. Rambo, Property Owner

By: Joseph Rambo

Date: 11/4/15

STATE OF MICHIGAN  
COUNTY OF Berrien

The foregoing instrument was acknowledged before me this 4 day of November, 2015 by Joseph J. Rambo, the owner of the property listed above. Who individually is personally known to me or individually has produced his Drivers License as identification.

Signature of Notary Public

Pamela D Hahaj

Print Notary Name or Stamp

Commission No. \_\_\_\_\_  
My commission expires: Aug 2, 2016

WITNESS to  
Evelyn M. Rambo:

Pamela D. Hahaj

Witness

Pamela D. Hahaj  
Print Witness Name

Date: 11-4-15

By: Evelyn M. Rambo, Property Owner

By: Evelyn M Rambo

Date: 11/4/2015

STATE OF MICHIGAN  
COUNTY OF Berrien

The foregoing instrument was acknowledged before me this 4 day of November, 2015 by Evelyn M. Rambo, the owner of the property listed above. Who individually is personally known to me or individually has produced his Drivers License as identification.

Signature of Notary Public

Pamela D Hahaj

Print Notary Name or Stamp

PAMELA D. HAHAJ

Notary Public, Berrien County, MI

My Commission Expires Aug. 2, 2016

Commission No. \_\_\_\_\_  
My commission expires: Aug 2, 2016

## **ATTACHMENT E**

### **PERMIT CLOSE OUT DOCUMENTS**

# AS-BUILT CERTIFICATION AND REQUEST FOR CONVERSION TO OPERATION PHASE

Instructions: Complete and submit this page within 30 days of completion of the permitted activities, as required by the permit conditions. **Any components of the permitted activities that are not in substantial conformance with the permit must be corrected or a modification of the permit will be required in accordance with Rule 62-330.315, Florida Administrative Code (F.A.C.).** The operation phase of the permit is effective when the construction certification for the entire permit/application is approved by the Agency. If the final operation and maintenance entity is not the permittee, the permittee shall operate the system, works or other activities temporarily until such time as the transfer to the operation entity is finalized (use Form 62-330.310(2)).

Permit No.: 44-00603-P	Application No(s). 151113-12	Permittee: <b>Monroe County BOCC</b>
Project Name: <b>Canal 277 - Culvert Installation</b>		Phase (if applicable):

I HEREBY CERTIFY THAT (please choose accurately and check only one box):

- I hereby notify the Agency of the completion of construction of all the components of the system, works or other activities for the above referenced project and certify that it has been constructed in substantial conformance with the plans specifications and conditions permitted by the Agency. Any minor deviations will not prevent the system from functioning in compliance with the requirements of Chapter 62-330, F.A.C. Attached is documentary evidence of satisfaction of any outstanding permit conditions, other than long term monitoring and inspection requirements.
- At the time of final inspection, the works or activities were NOT completed in substantial conformance with the plans and specifications permitted by the Agency. (The registered professional shall describe the substantial deviation(s) in writing, and provide confirming depiction on the as-built drawings and information.)

If there were substantial deviations, plans must be submitted clearly labeled as "as-built" or "record" drawings reflecting the substantial deviations. If there are no substantial deviations, do not submit "as built" drawings.

**For activities that require certification by a registered professional:**



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

Greg Corning  
Print Name  
Amec Foster Wheeler  
Company Name  
5845 NW 158th Street, Miami Lakes, FL, 33014  
Company Address

FL P.E. No. 79293  
Fla. Lic. or Reg. No  
06-20-2016  
Date

**For activities that do not require certification by a registered professional:**

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

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

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
Date





# SOUTH FLORIDA WATER MANAGEMENT DISTRICT

June 22, 2016

*Delivered via email*

Monroe County Board of County Commissioners  
1100 Simonton Street  
Key West, FL 33040

Joseph and Evelyn Rambo  
10677 Baldwin Road  
Bridgman, MI 49106-9724

Michael Nancy Bloch  
1757 Watson Boulevard  
Big Pine Key, FL 33043

**Subject: Canal 277 Culvert Installation  
Construction Completion Certification Acceptance  
Permit No. 44-00603-P, Application No. 151113-12  
Monroe County, S14,25/T66S/R29E**

Dear Permittees:

This letter is to acknowledge receipt of your Florida registered professional's construction completion certification (CCC) pertaining to the stormwater management system referenced above. As discussed with South Florida Water Management District (District) staff and Greg Corning on June 20, 2016, the submitted information has been accepted and incorporated into the permit file.

This acceptance is based on the South Florida Water Management District's (District) review of the "As-built Certification and Request for Conversion to Operation Phase", Form 62-330.310(1), and a determination that construction is in substantial conformance with the plans and specifications approved by the District, in accordance with Section 62-330.310, Florida Administrative Code (FAC). The permit file has been updated to reflect this determination.

6-22-2016

DISTRICT HEADQUARTERS: 3301 Gun Club Road, West Palm Beach, Florida 33406 • (561) 686-8800 • (800) 432-2045  
LOWER WEST COAST SERVICE CENTER: 2301 McGregor Boulevard, Fort Myers, FL 33901 • (239) 338-2929 • (800) 248-1201  
OKEECHOBEE SERVICE CENTER: 3800 N.W. 16<sup>th</sup> Blvd, Suite A, Okeechobee, FL 34972 • (863) 462-5260 • (800) 250-4200  
ORLANDO SERVICE CENTER: 1707 Orlando Central Parkway, Suite 200, Orlando FL 32809 • (407) 858-6100 • (800) 250-4250

 [sfwmd.gov](http://sfwmd.gov)

By accepting the Florida registered professional's certification, District staff considers the stormwater management system permitted under the above-referenced application number(s) to be in compliance with permit conditions pertaining to the CCC and the above-referenced permit is hereby converted from the construction phase to the operation and maintenance phase.

Please be aware that all perpetual operation and maintenance requirements of this permit are the responsibility of the permittee and that the District reserves the right to inspect the project in the future to ensure continued compliance with the permit. If at any time it is determined that the constructed system is not operating as intended, you (Monroe County is the primary contact) may be required to correct any construction deficiencies in the system necessary to meet District rule criteria.

The District now has the capability of receiving certifications, as-built plans and AGI inspection reports, conversion/transfer forms and other documents electronically via the District's ePermitting website at [www.sfwmd.gov/ePermitting](http://www.sfwmd.gov/ePermitting). For first-time users, an account will need to be created. Reports can be submitted through eCompliance/Environmental Resource.

Should you have any questions or require additional assistance, please contact me at (561) 682-6876, or via e-mail at [dmeiers@sfwmd.gov](mailto:dmeiers@sfwmd.gov), in the Marathon Office.

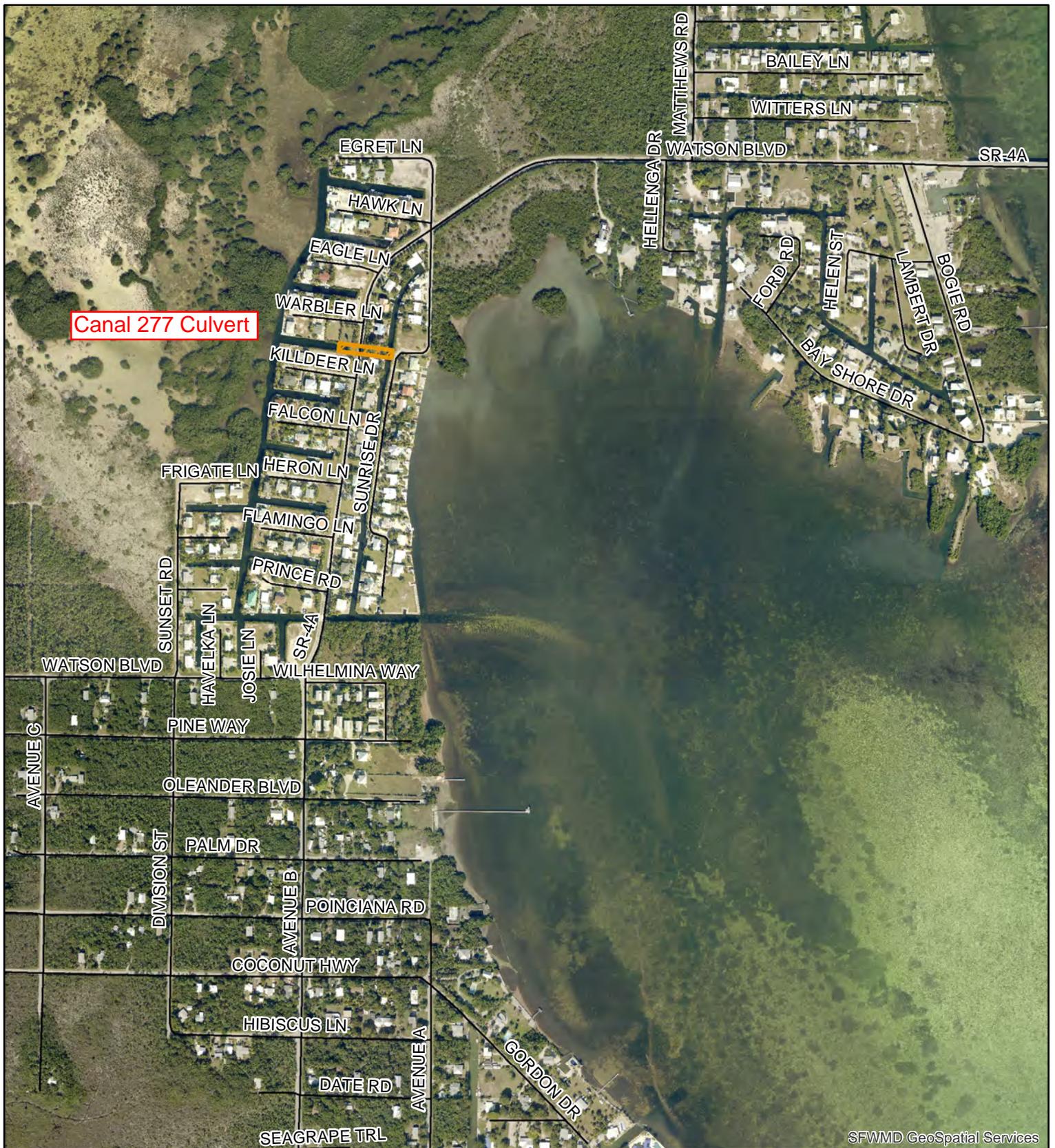
Sincerely,



Damon Meiers, PE, Staff Engineer  
Environmental Resource Bureau  
Marathon Office  
South Florida Water Management District

Enclosure(s): Location Map  
Notice of Rights

c: Ms. Rhonda Haag Monroe County (via Email)  
Mr. Greg Corning Amec Foster Wheeler (via Email)



SFWM District GeoSpatial Services

Exhibit No: 1

Exhibit Created On:  
2016-06-21

MONROE COUNTY, FL



Application

Permit No: 44-00603-P

Application Number: 151113-12



REGULATION DIVISION

Project Name: CANAL 277 CULVERT  
INSTALLATION

N



South Florida Water Management District

## NOTICE OF RIGHTS

As required by Sections 120.569 and 120.60(3), Fla. Stat., the 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 of 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 South Florida Water Management District's (SFWMD or District) action 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 a SFWMD decision which affects or may affect their substantial interests shall file a petition for hearing with the Office of the District Clerk of the SFWMD, in accordance with the filing instructions set forth herein, within 21 days of receipt of written notice of the decision, unless one of the following shorter time periods apply: (1) within 14 days of the notice of consolidated intent to grant or deny concurrently reviewed applications for environmental resource permits and use of sovereign submerged lands pursuant to Section 373.427, Fla. Stat.; or (2) within 14 days of service of an Administrative Order pursuant to Section 373.119(1), Fla. Stat. "Receipt of written notice of agency decision" means receipt of written notice through mail, electronic mail, or posting that the SFWMD has or intends to take final agency action, or publication of notice that the SFWMD has or intends to take final agency action. Any person who receives written notice of a SFWMD 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.

If the District takes final agency action which materially differs from the noticed intended agency decision, persons who may be substantially affected shall, unless otherwise provided by law, have an additional Rule 28-106.111, Fla. Admin. Code, point of entry.

Any person to whom an emergency order is directed pursuant to Section 373.119(2), Fla. Stat., shall comply therewith immediately, but on petition to the board shall be afforded a hearing as soon as possible.

A person may file a request for an extension of time for filing a petition. The SFWMD may, for good cause, grant the request. Requests for extension of time must be filed with the SFWMD 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 SFWMD and any other parties agree to or oppose the extension. A timely request for an extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

### **FILING INSTRUCTIONS**

A petition for administrative hearing must be filed with the Office of the District Clerk of the SFWMD. Filings with the Office of the District Clerk may be made by mail, hand-delivery, or e-mail. Filings by facsimile will not be accepted. A petition for administrative hearing or other document is deemed filed upon receipt during normal business hours by the Office of the District Clerk at SFWMD headquarters in West Palm Beach, Florida. The District's normal business hours are 8:00 a.m. – 5:00 p.m., excluding weekends and District holidays. Any document received by the Office of the District Clerk after 5:00 p.m. shall be deemed 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 Office of the District Clerk, P.O. Box 24680, West Palm Beach, Florida 33416.

- Filings by hand-delivery must be delivered to the Office of the District Clerk. Delivery of a petition to the SFWMD's security desk does not constitute filing. It will be necessary to request that the SFWMD's security officer contact the Office of the District Clerk. An employee of the SFWMD's Clerk's office will receive and file the petition.
- Filings by e-mail must be transmitted to the Office of the District Clerk at [clerk@sfwmd.gov](mailto:clerk@sfwmd.gov). The filing date for a document transmitted by electronic mail shall be the date the Office of the District Clerk 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 Sections 120.54(5)(b)4. and 120.569(2)(c), Fla. Stat., and Rules 28-106.201 and 28-106.301, Fla. Admin. Code, initiation of an administrative hearing shall be made by written petition to the SFWMD in legible form and on 8 1/2 by 11 inch white paper. All petitions shall contain:

1. Identification of the action being contested, including the permit number, application number, SFWMD file number or any other SFWMD identification number, if known.
2. The name, address, any email address, any facsimile number, 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 SFWMD'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 SFWMD's proposed action.
7. A statement of the specific rules or statutes the petitioner contends require reversal or modification of the SFWMD'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 SFWMD to take with respect to the SFWMD's proposed action.

### **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 SFWMD is not proposing mediation for this agency action under Section 120.573, Fla. Stat., at this time.

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

Pursuant to Section 120.68, Fla. Stat., and in accordance with Florida Rule of Appellate Procedure 9.110, a party who is adversely affected by final SFWMD action may seek judicial review of the SFWMD's final decision by filing a notice of appeal with the Office of the District Clerk of the SFWMD in accordance with the filing instructions set forth herein within 30 days of rendition of the order to be reviewed, and by filing a copy of the notice with the clerk of the appropriate district court of appeal.

**SELF-CERTIFICATION STATEMENT OF COMPLIANCE**

Permit Number: SAJ- 2015- 03343( NW -MIB)

Permittee's Name & Address (please print or type): Monroe County Board of County Commissioners

c/o Roman Gastesi, County Administrator

1100 Simonton Street, Key West, Florida 33040

Telephone Number: \_\_\_\_\_

Location of the Work: Big Pine Key, Florida

Date Work Started: 03/2016 Date Work Completed: 06/2016

**PROPERTY IS INACCESSIBLE WITHOUT PRIOR NOTIFICATION: YES \_\_\_ NO X**  
**PLEASE CONTACT \_\_\_\_\_ AT \_\_\_\_\_**  
**TO SCHEDULE AN INSPECTION**

Description of the Work (e.g. bank stabilization, residential or commercial filling, docks, dredging, etc.):

Install 60 inch reinforced concrete culvert underneath State Road State Road 4A/Watson Boulevard to provide a hydraulic connection between the east and west segments of the Canal 277 system, to improve tidal flushing and water quality within upstream areas of the canal system.

Acreage or Square Feet of Impacts to Waters of the United States: 217.8 SF

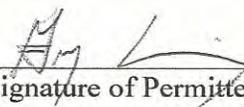
Describe Mitigation completed (if applicable): Monroe County purchased 0.0022 credits of tidal wetland from the Key Restoration Fund for the mangrove impact associated with the installation of the culvert.

Describe any Deviations from Permit (attach drawing(s) depicting the deviations):

N/A

\*\*\*\*\*

I certify that all work, and mitigation (if applicable) was done in accordance with the limitations and conditions as described in the permit. Any deviations as described above are depicted on the attached drawing(s).

 Engineering Consultant  
Signature of Permittee

6-20-2016  
Date

## Corning, Greg W

---

**From:** Joanne Delaney - NOAA Affiliate <joanne.delaney@noaa.gov>  
**Sent:** Tuesday, June 21, 2016 10:45 AM  
**To:** Corning, Greg W  
**Subject:** Re: Monroe County Canal 277 - Culvert Installation Project Completion - FKNMS-2015-153

Thank you, Greg, for this notification and the as built survey. No further information is required from FKNMS.

Sincerely,  
Joanne

-----  
Joanne Delaney  
Permit Coordinator  
NOAA/Florida Keys National Marine Sanctuary  
[joanne.delaney@noaa.gov](mailto:joanne.delaney@noaa.gov)  
(305) 809-4714  
[floridakeys.noaa.gov](http://floridakeys.noaa.gov)  
[Join us on Facebook](#)  
[Follow us on Twitter](#)

On Mon, Jun 20, 2016 at 1:31 PM, Corning, Greg W <[greg.corning@amecfw.com](mailto:greg.corning@amecfw.com)> wrote:

Joanne,

The construction activities for the Canal 277 culvert installation project have been completed. Please let us know if you need any additional information to close out the FKNMS-2015-153 permit.

Thanks again for all your assistance

**Greg Corning, P.E.**

Technical Professional III - Engineer

Amec Foster Wheeler

Environment & Infrastructure Americas

5845 NW 158 St.

Miami Lakes, Fl. 33014

**C** [314-920-8359](tel:314-920-8359)

**E** [greg.corning@amecfw.com](mailto:greg.corning@amecfw.com)

[amecfw.com](http://amecfw.com)



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Please click <http://amecfw.com/email-disclaimer> for notices and company information in relation to emails originating in the UK, Italy or France.



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**PERMIT INFORMATION**

**PLEASE NOTE: FEES LISTED ARE ESTIMATES ONLY. BEFORE WRITING ANY CHECKS, PLEASE CALL THE BUILDING DEPARTMENT TO CONFIRM.**

Permit Number	16100159	RE	<a href="#">0031278000000</a>
Permit Type	65 CAN	Balance Due	\$0.00
Property Address	1757 WATSON BLVD	Status	Closed

[Permit](#) | [Plan Reviews](#) | [Inspections](#) | [Fees](#) | [Contractors](#) | [All](#)

PERMIT

**PERMIT INFORMATION**

Application Date	01-11-2016	Operator	griffind
Issued Date	02-16-2016	Operator	ramireze
Master Number		Project Number	
C.O. Number		Operator	
C.O. Issued			
C-404 Type		Usage Class	COM
Applied Value	450000	Units	0
Calculated Value	0	Contractor ID	<a href="#">07591</a>

**PROPERTY ON PERMIT**

RE	<a href="#">0031278000000</a>
Unit	
Address	<a href="#">1757 WATSON BLVD</a>
City/State/Zip	BIG PINE KEY, FL 33043

**OWNER ON PERMIT**

Name	BLOCH MICHAEL I & NANCY
Address	21324 TULSA STREET
City/State/Zip	CHATSWORTH, CA 91324
Type	Private

**APPLICANT**

**No Applicant Information on file for this permit**

**MISCELLANEOUS INFORMATION / NOTES**

1757 WATSON BLVD CANAL 277 BIG PINE KEY

CANAL RESTORATION

NOTICE OF COMMENCEMENT NOT REQUIRED

\*\*\*\*\*



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**PERMIT INFORMATION**

**PLEASE NOTE: FEES LISTED ARE ESTIMATES ONLY. BEFORE WRITING ANY CHECKS, PLEASE CALL THE BUILDING DEPARTMENT TO CONFIRM.**

Permit Number	16100160	RE	<a href="#">0031394000000</a>
Permit Type	65 CAN	Balance Due	\$0.00
Property Address	30369 KILLDEER LANE	Status	Closed

[Permit](#) | [Plan Reviews](#) | [Inspections](#) | [Fees](#) | [Contractors](#) | [All](#)

PERMIT

**PERMIT INFORMATION**

Application Date	01-11-2016	Operator	griffind
Issued Date	02-16-2016	Operator	ramireze
Master Number		Project Number	
C.O. Number		Operator	
C.O. Issued			
C-404 Type		Usage Class	COM
Applied Value	50000	Units	0
Calculated Value	0	Contractor ID	<a href="#">07591</a>

**PROPERTY ON PERMIT**

RE	<a href="#">0031394000000</a>
Unit	
Address	<a href="#">30369 KILLDEER LANE</a>
City/State/Zip	BIG PINE KEY, FL 33043

**OWNER ON PERMIT**

Name	RAMBO JOSEPH J AND EVELYN M TRUST A
Address	10677 BALDWIN RD
City/State/Zip	BRIDGMAN, MI 49106
Type	Private

**APPLICANT**

**No Applicant Information on file for this permit**

**MISCELLANEOUS INFORMATION / NOTES**

30369 KILLDEER LANE, TROPICAL BAY, BIG PINE KEY

CANAL RESTORATION - CANAL 277

NOTICE OF COMMENCEMENT NOT REQUIRED

\*\*\*\*\*