SOUTH BROWARD DRAINAGE DISTRICT
CRITERIA MANUAL

APPENDIX

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SOUTH BROWARD DRAINAGE DISTRICT
CRITERIA MANUAL

APPENDIX A

SBDD STANDARD MAINTENANCE & INDEMNIFICATION AGREEMENT FORMS

On-Site Only

Prepared by: South Broward Drainage District
RETURN TO: 6591 S.W. 160 Avenue
Southwest Ranches, FL 33331

MAINTENANCE AND INDEMNIFICATION AGREEMENT

(PROJECT NAME)

THIS AGREEMENT, made and entered into this _____ day of _____, 20___, by and between SOUTH BROWARD DRAINAGE DISTRICT, a political subdivision of the State of Florida, whose address is 6591 S.W. 160th Avenue, Southwest Ranches, Florida 33331, hereinafter referred to as "District", and **NAME OF PROPERTY OWNER**, a _____, whose address is _____, hereinafter collectively referred to as "Owner".

W I T N E S S E T H:

WHEREAS, District is a political subdivision of the State of Florida charged with the responsibility of effecting drainage and water management within its geographical boundaries and approving all subdivision plats and development plans affecting lands within its geographical boundaries; and

WHEREAS, Owner is the Property Owner of a real estate development known as "NAME OF PROJECT" which is located within the boundaries of the District and Owner is or will be responsible for maintenance of all common areas within said property. The NAME OF PROJECT development is hereinafter referred to as "Subject Property" and is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO

WHEREAS, Owner acknowledges that Owner has the primary responsibility to maintain at its expense the surface water management and drainage system for the Subject Property and the drainage, flowage and storage of stormwater on and across the Subject Property (hereinafter, collectively referred to as the "Drainage System"); and

WHEREAS, as a condition of allowing the development of Subject Property, the District requires LIST EASEMENTS, AS APPLICABLE (hereinafter referred to as "Easements") for stormwater drainage, flowage and storage through and for the Subject Property; and

WHEREAS, the aforedescribed Easements have been dedicated to the District and are recorded in the Public Records of Broward County, Florida in OR Book _____, Pages _____

_____. The Owner acknowledges the dedication of these Easements and that the District has on a non-exclusive basis access to and the right to utilize the areas dedicated by said Easements (hereinafter collectively referred to as "Easement Areas") for the purpose of constructing, maintaining and repairing the Drainage System and appurtenances contained therein; and

WHEREAS, the Owner acknowledges that Owner has the primary responsibility to maintain drainage, flowage and storage of stormwater from Subject Property; and

WHEREAS, as a condition of allowing the development of Subject Property, the District requires Owner to enter into this Agreement, and as a condition of having issued a permit or permits for development of Subject Property to do the following:

(a) To indemnify and hold harmless the District from any and all liability as the result of the construction of the Drainage System; and

(b) To maintain the Drainage System for the Subject Property; and

(c) To keep the Easement Areas free and clear of all permanent obstructions, including, but not limited to, landscaping; and

WHEREAS, the Owner is agreeable to entering into this Agreement and to be responsible for any and all expenses incurred by the District as a result of the District agreeing to the issuance of a permit for construction of the Drainage System, and all other matters stated in this Agreement including, but not limited to, the provisions (a) through (c) of the preceding paragraph; and

WHEREAS, as part of the development of Subject Property, Owner will be constructing a ccess roads and adjacent roadside swales, all of which shall be maintained by the Owner and subject to the Indemnification and Maintenance Obligations stated herein; and IF APPLICABLE

WHEREAS, District requires the Owner to assign lien rights, if any, to District in the event the Owner fails and/or refuses to collect the monies which may be due the District as a result of expenses incurred by District arising out of this Agreement; and

WHEREAS, Owner shall pay to District those monies which may be due the District as the result of expenses incurred by District arising out of this Agreement; and

WHEREAS, District and Owner are desirous of entering into an agreement to provide for construction and maintenance of the Drainage System [and for maintenance of access roads and roadside swales adjacent to said access roads IF APPLICABLE];

WHEREAS, notwithstanding anything stated herein, the District has the right, but not the

obligation to maintain the Drainage System; and

NOW, THEREFORE, in consideration of the premises and Ten and No/100 ($10.00) Dollars and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by District and Owner, each intending to be legally bound, do hereby represent, warrant, covenant and agree as follows:

1. The foregoing statements are true and correct and are incorporated herein by reference as though set forth verbatim.

2. The Owner agrees that Owner shall be responsible for such work as may be necessary to maintain the Drainage System in a condition required by the District and other governmental agencies other than District which have jurisdiction over Subject Property.

3. The Owner acknowledges that if it fails to maintain the Drainage System, the District may perform the required maintenance work in accordance with the terms of this Agreement.

4. The Owner acknowledges that in the event the District's employees and/or agents are required to maintain any portion of the Drainage System, and should the work of District's employees and/or agents cause any harm whatsoever to any improvements on the Subject Property, that the Owner shall be responsible for any work which may be necessary in order to return the improvements back to their original condition as required by the District, and/or other governmental agencies which have jurisdiction over Subject Property. This responsibility shall remain solely that of the Owner and its assigns, unless such harm or damage to the improvements is caused by the willful or wanton acts or gross negligence of the District, its employees or agents and such harm is not reasonably avoidable. District's employees and agents will use their best efforts not to cause harm to the improvements and District agrees to give Owner reasonable notice prior to entering the Subject Property unless an emergency exists in which case the District will notify Owner as soon as reasonably practical under the circumstances.

5. During the period of time beginning with commencement of construction of the Drainage System, the Owner agrees that, for and in consideration of an additional $10.00 and other good and valuable consideration, the receipt of which is acknowledged by the Owner, the Owner shall indemnify and hold harmless the District from any and all actions or claims which the District may sustain or incur by reason of or in consequence of the Owner's negligence in the construction and completion of the Drainage System and/or negligence of the Owner and its employees or agents in the performance of the

work to be performed by Owner under this Agreement. This indemnification includes, but is not limited to, any and all personal injuries which may be suffered by any individuals or entities as a result of Owner's and/or Owner's employees' or agents' negligence in the construction of the Drainage System. The Owner agrees to take over and defend such claims or actions filed against District with respect to the indemnity contained in this paragraph 5. Nothing contained herein shall be deemed, however, to constitute a waiver by District of any limitations of its liability that may be accorded it by virtue of Section 768.28, Florida statues, or any subsequent similar law. Further, nothing contained herein shall be construed to provide that either party may be liable to any person not a party to this Agreement and neither party waives any defenses it may have against claims from such persons.

6. After completion of construction by Owner, the Owner shall indemnify and hold harmless the District from any and all actions or claims which the District may sustain or incur by reason of or in consequence of the Owner's negligence in the maintenance of the Drainage System and/or negligence of the Owner and its employees or agents in the performance of the work to be performed by the Owner under this Agreement. The indemnification includes, but is not limited to, any and all personal injuries which may be suffered by any individuals or entities as a result of Owner's and/or its employees' or agents' negligence in the maintenance of the Drainage System. The Owner agrees to take over and defend such claims or actions filed against District with respect to the indemnity contained in this paragraph 6. Nothing contained herein shall be deemed, however, to constitute a waiver by District of any limitations of its liability that may be accorded it by virtue of Section 768.28, Florida Statutes, or any subsequent similar law. Further, nothing contained herein shall be construed to provide that either party may be liable to any person not a party to this Agreement and neither party waives any defenses it may have against claims from such persons.

7. Owner acknowledges that the District has no obligations or responsibility regarding any portion of the Drainage System, that any damage which may be caused to the Drainage System shall be repaired by the Owner, and the District shall have no obligation to repair or be responsible for any damage which may be caused to the Drainage System as a result of either activities of the District or by third parties unless caused by willful or wanton acts or gross negligence of the District, its employees or agents and such harm is not reasonably avoidable. District's employees and agents will use their best efforts not to cause harm to the Drainage System, and District agrees to give Owner reasonable notice prior to entering the Easement Areas, except in the event of an emergency as solely determined by the

District. In this event, the District will make a reasonable attempt to notify Owner as soon as reasonably practical under the circumstances. This Paragraph does not and is not intended to release third parties from any damage that the third parties may cause to the Drainage System.

8. The Owner shall be responsible for restoring in kind any fences, berms, side ditches, culverts, landscaping or any other structures and appurtenances which are required to be restored as a result of construction and maintenance of the Drainage System and shall provide for and coordinate any necessary utility relocations. In addition, the Owner shall take all necessary precautions to confine construction and maintenance of the Drainage System and all associated tasks to within the Easement Areas.

9. The Owner agrees that during construction and maintenance of the Drainage System, Owner shall proceed in such a manner that the drainage of the Subject property will be maintained at all times and the Owner shall take all reasonable and necessary steps to prevent pollution of the Subject Property and Drainage System during the construction and maintenance of the Drainage System.

10. The Owner during construction and maintenance of the Drainage System shall be responsible to repair any damage which Owner's contractors cause to the District's existing drainage systems including appurtenances thereto. The Owner agrees to reimburse District for all costs incurred by District to repair any damage to the District's existing drainage system which occur as a result of the aforementioned obligations to be performed by the Owner pursuant to this Agreement. The Owner does not waive any defenses or admit any liability by such agreement, nor is this Agreement meant to absolve the contractors, subcontractors or third parties from liability for their own actions.

11. In the event that the Drainage System is not being constructed or maintained pursuant to the plans approved by the District and/or requirements of the District, the Owner agrees that within twenty (20) consecutive calendar days after written notice by District, the Owner will commence to repair and correct any deviations from the approved plans and District requirements, said repairs and/or corrections to be completed within sixty (60) days of said notice. If this is not done, the Owner shall, as directed by the District, remove that portion of the Surface Water Management System which District requires to be removed. If any part of the Drainage System is removed pursuant to this Paragraph, any other portion of the District's drainage system which has been removed or altered shall be restored to its original condition or District criteria as of the date of this Agreement. In the alternative, the Drainage System shall be completed.

12. The Owner agrees that if construction, maintenance or lack of maintenance of the Drainage System causes or is causing damage to District's drainage systems (including appurtenances thereto) or if the Drainage System is not constructed or maintained in accordance with the original approved plans or District requirements, that within twenty (20) consecutive calendar days after written notice by District to Owner and the contractor, which notice shall specifically describe the nature and extent of the damage or improper construction or maintenance, that the District may order and direct that all or a portion of the Drainage System being constructed or worked on by the Owner shall cease. If District gives notice as provided herein, Owner and contractor shall cease work and not begin again for that portion which is stopped until damage or threat of damage has been repaired or removed or correction of the improper construction or maintenance has commenced, and the District authorizes resumption of said work in writing. The Owner agrees to notify contractor constructing or maintaining the work described in this Agreement of the District's right to stop the contractor's work upon said notice and to provide contractor with such notice if notice is given to Owner.

13. After completion of the Drainage System, and prior to final acceptance by District, the Owner shall provide to District as-built drawings of the Drainage System, including invert elevations and locations of culverts and appurtenances associated therewith, and all other drainage improvements constructed as part of the Drainage System and as required under the permit issued by the District.

14. After completion of the Drainage System to the satisfaction of the District, the District shall issue written approval of the Drainage System following which the Owner shall assume responsibility for maintenance of the Drainage System.

15. The Owner acknowledges and agrees that the Drainage System shall be re-certified by a Florida Registered Professional Engineer every 5 years in accordance with the District's Charter and Criteria Manual.

16. At all times following the execution of this Agreement, Owner agrees to allow the District, its successors and assigns access to and across all Easement Areas.

17. The Owner's obligations under this Agreement are assignable in whole or in part by Owner to a successor owner or to a property owners association. Such assignment to a successor owner or property owners association may be made by Owner only with the consent of District in writing of the document effecting said assignment, and upon acknowledgment in writing that the assignee has read and understands the assignment which must provide that the assignee agrees to perform Owner's obligations

hereunder and to be bound by the terms of this Agreement. Upon the delivery of said document to District, acceptance of said document in writing by District and upon recording in the Broward County Public Records of said document, all with respect to an assignment to a successor owner, and upon written approval of the Drainage System by the District, Owner shall have no responsibility to perform pursuant to the terms of this Agreement. Upon delivery of said acceptance to the Owner or its successors, the Owner and successor owner(s) shall have no responsibility to perform pursuant to the terms of this Agreement. Notwithstanding anything to the contrary herein contained, Owner and any subsequent assignor will continue to be liable for any damage arising out of events which occurred prior to the assignment of such party's obligations as stated herein. District's approval as stated herein will not be unreasonably withheld. To be effective, the assignment to a successor owner or property owners association, signed by the successor owner or property owners association and written consent of the District, must be recorded in the Broward County Public Records.

18. Nothing contained in this Agreement shall create any obligation of District to maintain any drainage structures or culverts within Subject Property and maintenance of all internal drainage structures, culverts and outfalls into the Subject Property Drainage System shall be the responsibility of the Owner.

19. In addition to its obligations stated herein, Owner shall maintain the internal access roadways within Subject Property, the access road drainage swales and all drainage structures within Subject Property, which maintenance obligation shall be subject to the Owner's Maintenance and Indemnification obligations stated in this Agreement. IF APPLICABLE

21. If exercised by District, the District's responsibility for maintaining the Drainage System shall consist primarily of maintaining flowage through the Drainage System.

22. In the event District is required to perform maintenance as stated herein, District shall do so to the best of its ability without unreasonable interference with Owners business operations on Subject Property.

23. Any expenses or costs, including reasonable attorney's fees incurred by the District with respect to the matters for which the District has been indemnified under this Agreement, or as a result of any work performed by the District as provided for in this Agreement, or for damages incurred by the District for which the Owner has indemnified the District, shall be paid to District by Owner, its successors or assigns, as applicable, within thirty (30) days after receiving a statement for same with support

documentation (invoices and the like) for all charges shown.

24. In the event payment is not received within thirty (30) days from the billing for such charges, the District shall be entitled to file a lien in the Broward County Public Records upon all non-governmental owned property within Subject Property, which lien shall be inferior to any existing mortgage then encumbering the property, ad valorem taxes, and any such other liens, impositions and assessments as may be given priority by applicable statutes. This lien shall be effective upon the recording of a claim of lien in the public records of Broward County, Florida, and will be for the unpaid sums due the District, including reasonable attorney's fees, together with interest thereon at eighteen percent (18%) per year or the highest non-usurious rate allowable by law, whichever is less. The District agrees to grant partial releases of any lien in its favor upon payment of a proportionate share of the lien amount based upon and for the real property sought to be released. In the alternative, the District shall be entitled to include said unpaid expenses or costs on the annual tax bill for Subject Property issued by the Broward County Property Appraiser or Revenue Collector.

25. Owner shall at all times provide the District with the name and phone number of an individual or individuals who shall be available to answer questions and complaints regarding the responsibility of maintenance of the Drainage System and adjacent drainage facilities.

26. All notices of request, demand and other communications hereunder shall be addressed to the parties as follows:

As to District:

South Broward Drainage District
Attn: District Director
6591 S.W. 160th Avenue
Southwest Ranches, Florida 33331

with a copy to:

Douglas R. Bell, Esquire
Cumberland Building, Suite 505
800 East Broward Boulevard
Fort Lauderdale, Florida 33301

As to Owner:

NAME AND ADDRESS

unless the address is changed by a party by notice given to the other parties. Notice shall be in writing,

mailed certified mail, return receipt requested, postage prepaid and shall be deemed delivered when mailed or upon hand delivery to the address indicated. Notwithstanding the foregoing, notices, requests or demands or other communications referred to in this Agreement may be sent by facsimile, electronic mail, telegraph or private courier, but shall be deemed to have been given when received.

27. In the event of any litigation under this Agreement or litigation with respect to the enforcement of any liens of the District, the prevailing party shall be entitled to an award of its court costs and reasonable attorney's fees at trial and all appellate levels of judicial proceedings.

28. To the extent permitted by law, the indemnifications and hold harmless, as applicable, set forth in this Agreement shall survive the execution of this Agreement and the completion of all activities and/or construction to be completed by the Owner or its contractors, subcontractors, designees, or agents, and its successors or assigns in or on the Drainage System.

29. In addition to this Agreement, the Owner is subject to all rules and regulations of the District regarding construction of the Drainage System.

30. The District agrees to issue its permit to the Owner for construction of the Drainage System contemplated herein in accordance with the terms and conditions of this Agreement.

31. No waiver of any provision of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted and any such written wavier shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

32. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which will constitute one and the same Agreement.

33. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors, assigns, grantees and to those persons who are specifically assigned in writing any rights or obligations hereunder. Further, this Agreement shall be a covenant running with the land described as Subject Property and binding upon all owners of such land. The Owner shall disclose this Agreement in writing to all persons acquiring any portion of Subject Property subsequent to the date of this Agreement and any declaration of covenants, conditions or restrictions recorded with respect to Subject Property subsequent to the date of this Agreement shall specially refer to this Agreement.

34. The Exhibit hereto contains additional terms of This Agreement shall be construed and interpreted according to the laws of the State of Florida and the venue with respect to any litigation with respect to this Agreement shall be Broward County, Florida.

35. All terms and words used in this Agreement, regardless of the number and gender in which used, shall be deemed to include any other gender or number as the context or the use thereof may require.

36. This Agreement shall not be modified (and no purported modification thereof shall be effective) unless in writing and signed by the party to be charged.

37. The exhibit hereto contains additional terms of this Agreement. Typewritten or handwritten provisions inserted in this Agreement or exhibit (and initialed by the parties) shall control all printed provisions in conflict therewith.

38. Whenever approvals of any nature are required by any party to this Agreement, it is agreed that same shall not be unreasonably withheld.

39. This Agreement shall be severable and if any part or portion of this Agreement shall be found to be invalid or unenforceable, such findings shall not affect the remainder of this Agreement.

40. This Agreement merges and supersedes any and all previous agreements on the subject matter between the parties, whether oral or written, and constitutes the entire agreement between the parties.

41. The District and Owner agree that notwithstanding anything in this Agreement or elsewhere to the contrary, Owner shall have the right to establish and record in the Public Records of Broward County, Florida, such use restrictions and covenants as the Owner shall determine with respect to the Drainage System and adjacent drainage facilities. Further, the Owner shall have the unconditional right to enforce said restrictions and covenants by all means allowable by law or such other means as may be contained in any instrument of record pertaining to such restrictions and covenants. The use restrictions and covenants established with respect to the Drainage System and adjacent drainage facilities and other property as established by the Owner shall be deemed covenants running with the land. Notwithstanding the foregoing, in no event shall any of Owner's use restrictions or covenants interfere with the rights of the District pursuant to this Agreement and if a use or covenant is restricted or

prohibited by the District, the Owner cannot override or exclude said restricted or prohibited use or covenant. The terms and provisions of this Paragraph shall survive the execution and delivery of this Agreement.

42. The Owner agrees to reimburse District and pay for all reasonable attorneys fees and costs incurred by District in negotiating this Agreement and the cost of recording this Agreement in the Public Records of Broward County, Florida.

43. This Agreement shall be recorded in the public records of Broward County, Florida.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of:

"District"
(SOUTH BROWARD DRAINAGE DISTRICT)

_____
Witness Signature

_____
Witness Printed Name

_____
By: Scott Hodges, Chairperson

Attest:

_____
Witness Signature

_____
Robert E. Goggin IV, Secretary

_____
Witness Printed Name

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

The foregoing Agreement was acknowledged before me this ____ day of _____, 20___ by SCOTT HODGES and ROBERT E. GOGGIN, IV as Chairperson and Secretary, respectively of the SOUTH BROWARD DRAINAGE DISTRICT, a political subdivision of the State of Florida, on behalf of SOUTH BROWARD DRAINAGE DISTRICT. They are personally known to me.

WITNESS my hand and official seal in the county and state last aforesaid this _____ day of_____, 20___.

NOTARY SEAL OR STAMP

_____
NOTARY PUBLIC

"Owner"
NAME, a _____

_____
Witness Signature

_____
Witness Printed Name

_____
Witness Signature

_____
Witness Printed Name

By: _____
NAME, TITLE

STATE OF FLORIDA)
)
COUNTY OF _____)

The foregoing Agreement was acknowledged before me this _____ day of _____, 20_____ by NAME, as TITLE of COMPANY NAME, a _____ _____, as Owner, who (is personally known to me) or (has produced _____ as identification).

Witness my hand and official seal in the county and state last aforesaid this _____ day of _____, 20____.

[NOTARY SEAL, STAMP, COMMISSION AND EXPIRATION]

_____
NOTARY PUBLIC:

Prepared by: South Broward Drainage District
RETURN TO: 6591 SW 160 Avenue
Southwest Ranches, FL 33331

MAINTENANCE AND INDEMNIFICATION AGREEMENT

(PROJECT NAME)

THIS AGREEMENT, made and entered into this _____ day of _____, 20___, by and between SOUTH BROWARD DRAINAGE DISTRICT, a political subdivision of the State of Florida, whose address is 6591 S.W. 160th Avenue, Southwest Ranches, Florida 33331, hereinafter referred to as "District", and **NAME OF PROPERTY OWNER**, a _____, whose address is _____, hereinafter collectively referred to as "Owner".

W I T N E S S E T H:

WHEREAS, District is a political subdivision of the State of Florida charged with the responsibility of effecting drainage and water management within its geographical boundaries and approving all subdivision plats and development plans affecting lands within its geographical boundaries; and

WHEREAS, Owner is the Property Owner of a real estate development known as "NAME OF PROJECT" which is located within the boundaries of the District and Owner is or will be responsible for maintenance of all common areas within said property. The NAME OF PROJECT development is hereinafter referred to as "Subject Property" and is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO

WHEREAS, Owner acknowledges that Owner has the primary responsibility to maintain at its expense the surface water management and drainage system for the Subject Property and the drainage, flowage and storage of stormwater on and across the Subject Property (hereinafter, collectively referred to as the "Drainage System"); and

WHEREAS, as a condition of allowing the development of Subject Property, the District requires LIST EASEMENTS, AS APPLICABLE (hereinafter referred to as "Easements") for stormwater drainage, flowage and storage through and for the Subject Property, and for flowage of stormwater drainage from

neighboring properties; and

WHEREAS, the aforedescribed Easements have been dedicated to the District and are recorded in the Public Records of Broward County, Florida in OR Book _____, Pages _____ _____. The Owner acknowledges the dedication of these Easements and that the District has on a non-exclusive basis, access to and the right to utilize the areas dedicated by said Easements (hereinafter collectively referred to as "Easement Areas") for the purpose of constructing, maintaining and repairing the Drainage System and appurtenances contained therein; and

WHEREAS, Owner acknowledges and agrees that the District shall have the authority to issue permits in the future that will allow and permit the use of the Drainage System and the construction and installation of new drainage improvements over, under and across the aforedescribed Easement Areas for off-site properties to connect to the proposed lake system for the Subject Property and to flow through the Drainage System; and

WHEREAS, the future connections to the Drainage System by off-site properties have been taken into account by the Owner's Engineer in the design of the Drainage System; and

WHEREAS, the Owner acknowledges that Owner has the primary responsibility to maintain drainage, flowage and storage of stormwater from Subject Property; and

WHEREAS, as a condition of allowing the development of Subject Property, the District requires Owner to enter into this Agreement, and as a condition of having issued a permit or permits for development of Subject Property to do the following:

(a) To indemnify and hold harmless the District from any and all liability as the result of the construction of the Drainage System; and

(b) To maintain the Drainage System for the Subject Property; and

(c) To keep the Easements Areas free and clear of all permanent obstructions, including, but not limited to, landscaping; and

WHEREAS, the Owner is agreeable to entering into this Agreement and to be responsible for any and all expenses incurred by the District as a result of the District agreeing to the issuance of a permit for construction of the Drainage System, and all other matters stated in this Agreement including, but not limited to, the provisions (a) through (c) of the preceding paragraph; and

WHEREAS, as part of the development of Subject Property, Owner will be constructing a ccess roads and adjacent roadside swales, all of which shall be maintained by the Owner and subject to the

Indemnification and Maintenance Obligations stated herein; and IF APPLICABLE

WHEREAS, District requires the Owner to assign lien rights, if any, to District in the event the Owner fails and/or refuses to collect the monies which may be due the District as a result of expenses incurred by District arising out of this Agreement; and

WHEREAS, Owner shall pay to District those monies which may be due the District as the result of expenses incurred by District arising out of this Agreement; and

WHEREAS, District and Owner are desirous of entering into an agreement to provide for construction and maintenance of the Drainage System [and for maintenance of access roads and roadside swales adjacent to said access roads IF APPLICABLE];

WHEREAS, notwithstanding anything stated herein, the District has the right, but not the obligation to maintain the Drainage System; and

NOW, THEREFORE, in consideration of the premises and Ten and No/100 ($10.00) Dollars and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by District and Owner, each intending to be legally bound, do hereby represent, warrant, covenant and agree as follows:

1. The foregoing statements are true and correct and are incorporated herein by reference as though set forth verbatim.

2. The Owner agrees that Owner shall be responsible for such work as may be necessary to maintain the Drainage System in a condition required by the District and other governmental agencies other than District which have jurisdiction over Subject Property.

3. The Owner acknowledges that if it fails to maintain the Drainage System, the District may perform the required maintenance work in accordance with the terms of this Agreement.

4. The Owner acknowledges that in the event the District's employees and/or agents are required to maintain any portion of the Drainage System, and should the work of District's employees and/or agents cause any harm whatsoever to any improvements on the Subject Property, that the Owner shall be responsible for any work which may be necessary in order to return the improvements back to their original condition as required by the District, and/or other governmental agencies which have jurisdiction over Subject Property. This responsibility shall remain solely that of the Owner and its assigns, unless such harm or damage to the improvements is caused by the willful or wanton acts or gross negligence of the District, its employees or agents and such harm is not reasonably avoidable.

District's employees and agents will use their best efforts not to cause harm to the improvements and District agrees to give Owner reasonable notice prior to entering the Subject Property unless an emergency exists in which case the District will notify Owner as soon as reasonably practical under the circumstances.

5. During the period of time beginning with commencement of construction of the Drainage System, the Owner agrees that, for and in consideration of an additional $10.00 and other good and valuable consideration, the receipt of which is acknowledged by the Owner, the Owner shall indemnify and hold harmless the District from any and all actions or claims which the District may sustain or incur by reason of or in consequence of the Owner's negligence in the construction and completion of the Drainage System and/or negligence of the Owner and its employees or agents in the performance of the work to be performed by Owner under this Agreement. This indemnification includes, but is not limited to, any and all personal injuries which may be suffered by any individuals or entities as a result of Owner's and/or Owner's employees' or agents' negligence in the construction of the Drainage System. The Owner agrees to take over and defend such claims or actions filed against District with respect to the indemnity contained in this paragraph 5. Nothing contained herein shall be deemed, however, to constitute a waiver by District of any limitations of its liability that may be accorded it by virtue of Section 768.28, Florida statues, or any subsequent similar law. Further, nothing contained herein shall be construed to provide that either party may be liable to any person not a party to this Agreement and neither party waives any defenses it may have against claims from such persons.

6. After completion of construction by Owner, the Owner shall indemnify and hold harmless the District from any and all actions or claims which the District may sustain or incur by reason of or in consequence of the Owner's negligence in the maintenance of the Drainage System and/or negligence of the Owner and its employees or agents in the performance of the work to be performed by the Owner under this Agreement. The indemnification includes, but is not limited to, any and all personal injuries which may be suffered by any individuals or entities as a result of Owner's and/or its employees' or agents' negligence in the maintenance of the Drainage System. The Owner agrees to take over and defend such claims or actions filed against District with respect to the indemnity contained in this paragraph 6. Nothing contained herein shall be deemed, however, to constitute a waiver by District of any limitations of its liability that may be accorded it by virtue of Section 768.28, Florida Statutes, or any subsequent similar law. Further, nothing contained herein shall be construed to provide that either party

may be liable to any person not a party to this Agreement and neither party waives any defenses it may have against claims from such persons.

7. Owner acknowledges that the District has no obligations or responsibility regarding any portion of the Drainage System, that any damage which may be caused to the Drainage System shall be repaired by the Owner, and the District shall have no obligation to repair or be responsible for any damage which may be caused to the Drainage System as a result of either activities of the District or by third parties unless caused by willful or wanton acts or gross negligence of the District, its employees or agents and such harm is not reasonably avoidable. District's employees and agents will use their best efforts not to cause harm to the Drainage System, and District agrees to give Owner reasonable notice prior to entering the Easement Areas, except in the event of an emergency as solely determined by the District. In this event, the District will make a reasonable attempt to notify Owner as soon as reasonably practical under the circumstances. This Paragraph does not and is not intended to release third parties from any damage that the third parties may cause to the Drainage System.

8. The Owner shall be responsible for restoring in kind any fences, berms, side ditches, culverts, landscaping or any other structures and appurtenances which are required to be restored as a result of construction and maintenance of the Drainage System and shall provide for and coordinate any necessary utility relocations. In addition, the Owner shall take all necessary precautions to confine construction and maintenance of the Drainage System and all associated tasks to within the Easement Areas.

9. The Owner agrees that during construction and maintenance of the Drainage System they shall proceed in such a manner that the drainage of the Subject property and areas adjacent to the Subject Property which drain into and through the Drainage System will be maintained at all times and the Owner shall take all reasonable and necessary steps to prevent pollution of the Subject Property and Drainage System during the construction and maintenance of the Drainage System.

10. The Owner during construction and maintenance of the Drainage System shall be responsible to repair any damage which Owner's contractors cause to the District's existing drainage systems including appurtenances thereto. The Owner agrees to reimburse District for all costs incurred by District to repair any damage to the District's existing drainage system which occur as a result of the aforementioned obligations to be performed by the Owner pursuant to this Agreement. The Owner does not waive any defenses or admit any liability by such agreement, nor is this Agreement meant to absolve

the contractors, subcontractors or third parties from liability for their own actions.

11. In the event that the Drainage System is not being constructed or maintained pursuant to the plans approved by the District and/or requirements of the District, the Owner agrees that within twenty (20) consecutive calendar days after written notice by District, the Owner will commence to repair and correct any deviations from the approved plans and District requirements, said repairs and/or corrections to be completed within sixty (60) days of said notice. If this is not done, the Owner shall, as directed by the District, remove that portion of the Drainage System which District requires to be removed. If any part of the Drainage System is removed pursuant to this Paragraph, any other portion of the District's drainage system which has been removed or altered shall be restored to its original condition or District criteria as of the date of this Agreement. In the alternative, the Drainage System shall be completed.

12. The Owner agrees that if construction, maintenance or lack of maintenance of the Drainage System causes or is causing damage to District's drainage systems (including appurtenances thereto) or if the Drainage System is not constructed or maintained in accordance with the original approved plans or District requirements, that within twenty (20) consecutive calendar days after written notice by District to Owner and the contractor, which notice shall specifically describe the nature and extent of the damage or improper construction or maintenance, that the District may order and direct that all or a portion of the Drainage System being constructed or worked on by the Owner shall cease. If District gives notice as provided herein, Owner and contractor shall cease work and not begin again for that portion which is stopped until damage or threat of damage has been repaired or removed or correction of the improper construction or maintenance has commenced, and the District authorizes resumption of said work in writing. The Owner agrees to notify contractor constructing or maintaining the work described in this Agreement of the District's right to stop the contractor's work upon said notice and to provide contractor with such notice if notice is given to Owner.

13. After completion of the Drainage System, and prior to final acceptance by District, the Owner shall provide to District as-built drawings of the Drainage System and adjacent drainage facilities, including invert elevations and locations of culverts and appurtenances associated therewith, and all other drainage improvements constructed as part of the Drainage System and as required under the permit issued by the District.

14. After completion of the Drainage System to the satisfaction of the District, the District shall issue written approval of the Drainage System following which the Owner shall assume responsibility

for maintenance of the Drainage System.

15. The Owner acknowledges and agrees that the Drainage System shall be re-certified by a Florida Registered Professional Engineer every 5 years in accordance with the District's Charter and Criteria Manual.

16. At all times following the execution of this Agreement, Owner agrees to allow the District, its successors and assigns access to and across all Easement Areas

17. The Owner's obligations under this Agreement are assignable in whole or in part by Owner to a successor owner or to a property owners association. Such assignment to a successor owner or property owners association may be made by Owner only with the consent of District in writing of the document effecting said assignment, and upon acknowledgment in writing that the assignee has read and understands the assignment which must provide that the assignee agrees to perform Owner's obligations hereunder and to be bound by the terms of this Agreement. Upon the delivery of said document to District, acceptance of said document in writing by District and upon recording in the Broward County Public Records of said document, all with respect to an assignment to a successor owner, and upon written approval of the Drainage System by the District, Owner shall have no responsibility to perform pursuant to the terms of this Agreement. Upon delivery of said acceptance to the Owner or its successors, the Owner and successor owner(s) shall have no responsibility to perform pursuant to the terms of this Agreement. Notwithstanding anything to the contrary herein contained, Owner and any subsequent assignor will continue to be liable for any damage arising out of events which occurred prior to the assignment of such party's obligations as stated herein. District's approval as stated herein will not be unreasonably withheld. To be effective, the assignment to a successor owner or property owners association, signed by the successor owner or property owners association and written consent of the District, must be recorded in the Broward County Public Records.

18. Nothing contained in this Agreement shall create any obligation of District to maintain any drainage structures or culverts within Subject Property and maintenance of all internal drainage structures, culverts and outfalls into the Subject Property Drainage System shall be the responsibility of the Owner.

19. In addition to its obligations stated herein, Owner shall maintain the internal access roadways within Subject Property, the access road drainage swales and all drainage structures within Subject Property, which maintenance obligation shall be subject to the Owner's Maintenance and

Indemnification obligations stated in this Agreement. IF APPLICABLE

20. If exercised by District, the District's responsibility for maintaining the Drainage System shall consist primarily of maintaining flowage through the Drainage System.

21. In the event District is required to perform maintenance as stated herein, District shall do so to the best of its ability without unreasonable interference with Owners business operations on Subject Property.

22. Any expenses or costs, including reasonable attorney's fees incurred by the District with respect to the matters for which the District has been indemnified under this Agreement, or as a result of any work performed by the District as provided for in this Agreement, or for damages incurred by the District for which the Owner has indemnified the District, shall be paid to District by Owner, its successors or assigns, as applicable, within thirty (30) days after receiving a statement for same with support documentation (invoices and the like) for all charges shown.

23. In the event payment is not received within thirty (30) days from the billing for such charges, the District shall be entitled to file a lien in the Broward County Public Records upon all non-governmental owned property within Subject Property, which lien shall be inferior to any existing mortgage then encumbering the property, ad valorem taxes, and any such other liens, impositions and assessments as may be given priority by applicable statutes. This lien shall be effective upon the recording of a claim of lien in the public records of Broward County, Florida, and will be for the unpaid sums due the District, including reasonable attorney's fees, together with interest thereon at eighteen percent (18%) per year or the highest non-usurious rate allowable by law, whichever is iess. The District agrees to grant partial releases of any lien in its favor upon payment of a proportionate share of the lien amount based upon and for the real property sought to be released. In the alternative, the District shall be entitled to include said unpaid expenses or costs on the annual tax bill for Subject Property issued by the Broward County Property Appraiser or Revenue Collector.

24. Owner shall at all times provide the District with the name and phone number of an individual or individuals who shall be available to answer questions and complaints regarding the responsibility of maintenance of the Drainage System and adjacent drainage facilities.

25. All notices of request, demand and other communications hereunder shall be addressed to the parties as follows:

As to District:

South Broward Drainage District
Attn: District Director
6591 S.W. 160th Avenue
Southwest Ranches, Florida 33331

with a copy to:

Douglas R. Bell, Esquire
Cumberland Building, Suite 505
800 East Broward Boulevard
Fort Lauderdale, Florida 33301

As to Owner:

NAME AND ADDRESS

unless the address is changed by a party by notice given to the other parties. Notice shall be in writing, mailed certified mail, return receipt requested, postage prepaid and shall be deemed delivered when mailed or upon hand delivery to the address indicated. Notwithstanding the foregoing, notices, requests or demands or other communications referred to in this Agreement may be sent by facsimile, electronic mail, telegraph or private courier, but shall be deemed to have been given when received.

26. In the event of any litigation under this Agreement or litigation with respect to the enforcement of any liens of the District, the prevailing party shall be entitled to an award of its court costs and reasonable attorney's fees at trial and all appellate levels of judicial proceedings.

27. To the extent permitted by law, the indemnifications and hold harmless, as applicable, set forth in this Agreement shall survive the execution of this Agreement and the completion of all activities and/or construction to be completed by the Owner or its contractors, subcontractors, designees, or agents, and its successors or assigns in or on the Drainage System.

28. In addition to this Agreement, the Owner is subject to all rules and regulations of the District regarding construction of the Drainage System.

29. The District agrees to issue its permit to the Owner for construction of the Drainage System contemplated herein in accordance with the terms and conditions of this Agreement.

30. No waiver of any provision of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted and any such written wavier shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

31. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which will constitute one and the same Agreement.

32. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors, assigns, grantees and to those persons who are specifically assigned in writing any rights or obligations hereunder. Further, this Agreement shall be a covenant running with the land described as Subject Property and binding upon all owners of such land. The Owner shall disclose this Agreement in writing to all persons acquiring any portion of Subject Property subsequent to the date of this Agreement and any declaration of covenants, conditions or restrictions recorded with respect to Subject Property subsequent to the date of this Agreement shall specially refer to this Agreement.

33. This Agreement shall be construed and interpreted according to the laws of the State of Florida and the venue with respect to any litigation with respect to this Agreement shall be Broward County, Florida.

34. All terms and words used in this Agreement, regardless of the number and gender in which used, shall be deemed to include any other gender or number as the context or the use thereof may require.

35. This Agreement shall not be modified (and no purported modification thereof shall be effective) unless in writing and signed by the party to be charged.

36. The exhibit hereto contains additional terms of this Agreement. Typewritten or handwritten provisions inserted in this Agreement or exhibit (and initialed by the parties) shall control all printed provisions in conflict therewith.

37. Whenever approvals of any nature are required by any party to this Agreement, it is agreed that same shall not be unreasonably withheld.

38. This Agreement shall be severable and if any part or portion of this Agreement shall be found to be invalid or unenforceable, such findings shall not affect the remainder of this Agreement.

39. This Agreement merges and supersedes any and all previous agreements on the subject matter between the parties, whether oral or written, and constitutes the entire agreement between the parties.

40. The District and Owner agree that notwithstanding anything in this Agreement or elsewhere to the contrary, Owner shall have the right to establish and record in the Public Records of Broward County, Florida, such use restrictions and covenants as the Owner shall determine with respect to the Drainage System and adjacent drainage facilities. Further, the Owner shall have the unconditional right to enforce said restrictions and covenants by all means allowable by law or such other means as may be contained in any instrument of record pertaining to such restrictions and covenants. The use restrictions and covenants established with respect to the Drainage System, adjacent drainage facilities and other property as established by the Owner shall be deemed covenants running with the land. Notwithstanding the foregoing, in no event shall any of Owner's use restrictions or covenants interfere with the rights of the District pursuant to this Agreement and if a use or covenant is restricted or prohibited by the District, the Owner cannot override or exclude said restricted or prohibited use or covenant. The terms and provisions of this Paragraph shall survive the execution and delivery of this Agreement.

41. The Owner agrees to reimburse District and pay for all reasonable attorneys fees and costs incurred by District in negotiating this Agreement and the cost of recording this Agreement in the Public Records of Broward County, Florida.

42. This Agreement shall be recorded in the public records of Broward County, Florida.

{The remainder of this page left intentionally blank}

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of:

"District"
(SOUTH BROWARD DRAINAGE DISTRICT)

_____
Witness Signature

_____
Witness Printed Name

_____
By: Scott Hodges, Chairperson

Attest:

_____
Witness Signature

_____
Robert E. Goggin IV, Secretary

_____
Witness Printed Name

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

The foregoing Agreement was acknowledged before me this ____ day of _____, 20___by SCOTT HODGES and ROBERT E. GOGGIN, IV as Chairperson and Secretary, respectively of the SOUTH BROWARD DRAINAGE DISTRICT, a political subdivision of the State of Florida, on behalf of SOUTH BROWARD DRAINAGE DISTRICT. They are personally known to me.

WITNESS my hand and official seal in the county and state last aforesaid this _____ day of_____, 20___.

NOTARY SEAL OR STAMP

_____
NOTARY PUBLIC

"Owner"
NAME, a _____

_____
Witness Signature

_____
Witness Printed Name

_____
Witness Signature

_____
Witness Printed Name

By: _____
NAME, TITLE

STATE OF FLORIDA)
)
COUNTY OF _____)

The foregoing Agreement was acknowledged before me this _____ day of _____, 20_____ by NAME, as TITLE of COMPANY NAME, a _____ _____, as Owner, who (is personally known to me) or (has produced _____ as identification).

Witness my hand and official seal in the county and state last aforesaid this _____ day of _____, 20____.

[NOTARY SEAL, STAMP, COMMISSION AND EXPIRATION]

_____
NOTARY PUBLIC:

Prepared by: South Broward Drainage District
RETURN TO: 6591 S.W. 160 Avenue
Southwest Ranches, FL 33331

MAINTENANCE AND INDEMNIFICATION AGREEMENT
(Project Name)

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between **SOUTH BROWARD DRAINAGE DISTRICT**, a political subdivision of the State of Florida, whose address is 6591 S.W. 160th Avenue, Southwest Ranches, Florida 33331, hereinafter referred to as "District", and **Name of Property Owner, a** _____ whose address is____ _____, hereinafter referred to as "Owner".

WITNESSETH:

WHEREAS, District is a political subdivision of the State of Florida charged with the responsibility of effecting drainage and water management within its geographical boundaries and approving all subdivision plats and development plans affecting lands within its geographical boundaries; and

WHEREAS, Owner is the Property Owner of a real estate development known as NAME OF PROJECT which is located within the boundaries of the District and Owner is or will be responsible for maintenance of all common areas within said property. The NAME OF PROJECT is hereinafter referred to as "Subject Property" and is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO

WHEREAS, Owner acknowledges that Owner has the primary responsibility to maintain at its expense the surface water management and drainage system for the Subject Property and the drainage, flowage and storage of stormwater on and across the Subject Property (hereinafter, collectively referred to as the "Drainage System"); and

WHEREAS, a portion of the Subject Property will be used as a Wetland Mitigation and Conservation Area and over which a Conservation Easement has been dedicated to Broward County, a political subdivision of the State of Florida and South Florida Water Management District, a political subdivision of the State of Florida; and

WHEREAS, the property which the Wetland Mitigation and Conservation Area and Conservation Easement is over is described on Exhibit "B" attached hereto is hereinafter referred to as "Mitigation Area";

and

WHEREAS, the Conservation Easement has been recorded in Broward County, Florida Public Records at Official Records Book _____, Page _____; and

WHEREAS, as a condition of allowing the development of Subject Property and the Mitigation Area, the District requires LIST EASEMENTS, AS APPLICABLE (hereinafter referred to as "Easements") for stormwater drainage, flowage and storage through and for the Subject Property; and

WHERAS, the aforedescribed Easements have been dedicated to the District and are recorded in the Public Records of Broward County, Florida in OR Book _____, Pages _____ _____. The Owner acknowledges the dedication of these Easements and that the District has on a non-exclusive basis, access to and the right to utilize the area dedicated by said Easements (hereinafter referred to as "Easement Areas") for the purpose of constructing, maintaining and repairing the Drainage System, together with any necessary appurtenances incidental and necessary thereto. Notwithstanding anything to the contrary contained herein, in performing such work to maintain the Easements, the District shall use its best efforts to not degrade the quality of any wetlands enhanced or created within the Mitigation Area. If such degradation occurs, the Owner or Licensee of Broward County Environmental Protection and Growth Management Department (EP&GMD) License No. _____ referred to in said License shall be responsible for rectifying such degradation; and

WHEREAS, the Owner acknowledges that Owner has the primary responsibility to maintain drainage, flowage and storage of stormwater from Subject Property and through and over the Mitigation Area; and

WHEREAS, District requires the unrestricted right to maintain stormwater flowage across, over and through the Mitigation Area and requires that the Mitigation Area remain open, clear and free of obstructions which would restrict said stormwater flowage; and

WHEREAS, collectively, the Mitigation Area, Drainage System and all related easements, will hereinafter be referred to as the "Surface Water Management System"; and

WHEREAS, as a condition of allowing the development of Subject Property and of allowing the Mitigation Area to be located across the Drainage/Flowage/Storage Easement, the District requires Owner to enter into this Agreement and as a condition of issuing a permit or permits for development of Subject Property and the Mitigation Area to do the following:

(a) to indemnify and hold harmless the District from any and all liability as the result of the

construction of the Drainage System; and

(b) to indemnify and hold harmless the District from any and all liability as a result of the construction and placement of the Mitigation Area over the Drainage Easements and Drainage, Flowage and Storage Easement; and

(c) to maintain stormwater drainage, flowage and storage into and through the Mitigation Area; and

(d) to maintain the Mitigation Area in accordance with the requirements of the District and other applicable governmental requirements; and

(e) to maintain the Surface Water Management System for the Subject Property; and

(f) to remove trees, landscaping and other debris which falls into or blows onto any portion of the Mitigation Area; and

(g) to keep the Easement Areas, free and clear of all permanent obstructions, including but not limited to, landscaping; and

WHEREAS, the Owner is agreeable to entering into this Agreement and to be responsible for any and all damages and expenses incurred by the District as a result of the District agreeing to the issuance of a permit for construction of the Surface Water Management System constructed thereon, and other improvements described herein and all other matters stated in this Agreement including, but not limited to, the provisions (a) through (g) of the preceding paragraph; and

WHEREAS, the Owner acknowledges that the Owner has the primary responsibility to maintain at its expense, the Surface Water Management System and related Easement Areas; and

[WHEREAS, as part of the development of Subject Property, Owner will be constructing adjacent roads and adjacent roadside swales, all of which shall be maintained by the Owner and subject to the Indemnification and Maintenance Obligations stated herein; and] IF APPLICABLE

WHEREAS, District requires the Owner to assign its lien rights, if any, to District in the event the Owner fails and/or refuses to collect the monies which may be due the District as a result of expenses incurred by District to enforce this Agreement or arising out of this Agreement; and

WHEREAS, Owner shall pay to District those monies which may be due the District as the result of expenses incurred by District arising out of this Agreement; and

WHEREAS, District and Owner are desirous of entering into an agreement to provide for construction and maintenance of the Surface Water Management System [and for maintenance of access

roads and roadside swales adjacent to said access roads] IF APPLICABLE;

WHEREAS, notwithstanding anything stated herein, the District has the right, but not the obligation to maintain the Surface Water Management System; and

NOW, THEREFORE, in consideration of the premises and Ten and No/100 ($10.00) Dollars and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by District and Owner, each intending to be legally bound, do hereby represent, warrant, covenant and agree as follows:

1. The foregoing statements are true and correct and are incorporated herein by reference as though set forth verbatim.

2. The Owner agrees that Owner shall be responsible for such work as may be necessary to maintain the Surface Water Management System in the condition required by the District, and other governmental agencies other than the District which have jurisdiction over Subject Property and the Mitigation Area.

3. The Owner acknowledges that if it fails to maintain the Surface Water Management System, the District will perform the required maintenance work in accordance with the terms of this Agreement.

4. The Owner acknowledges that in the event the District's employees and/or agents are required to maintain any portion of the Mitigation Area and should the work of District's employees and/or agents cause any harm whatsoever to the Mitigation Area improvements that the Owner shall be responsible for replanting or other work which may be necessary in order to return the Mitigation Area improvements back to their condition as required by the District, and/or other governmental agencies which have jurisdiction over Subject Property. This responsibility shall remain solely that of the Owner and its assigns, unless such harm or damage to the Mitigation Area improvements is caused by the willful or wanton acts or gross negligence of the District, its employees or agents and such harm is not reasonably avoidable. District's employees and agents will use their best efforts not to cause harm to the Mitigation improvements and District agrees to give Owner reasonable notice prior to entering the Mitigation Area unless an emergency exists in which case the District will notify Owner as soon as reasonably practical under the circumstances

5. The Owner acknowledges that in the event the District's employees and/or agents are required to maintain any portion of the Surface Water Management System, and should the work of

District's employees and/or agents cause any harm whatsoever to any improvements on the Subject Property, that the Owner shall be responsible for any work which may be necessary in order to return the improvements back to their original condition as required by the District, and/or other governmental agencies which have jurisdiction over Subject Property. This responsibility shall remain solely that of the Owner and Owners assigns, unless such harm or damage to the improvements is caused by the willful or wanton acts or gross negligence of the District, its employees or agents and such harm is not reasonably avoidable. District's employees and agents will use their best efforts not to cause harm to the improvements and District agrees to give Owner reasonable notice prior to entering the Subject Property unless an emergency exists in which case the District will notify Owner as soon as reasonably practical under the circumstances.

6. During the period of time beginning with commencement of construction of the Surface Water Management System the Owner agrees that, for and in consideration of an additional $10.00 and other good and valuable consideration, the receipt of which is acknowledged by the Owner, the Owner shall indemnify and hold harmless the District from any and all actions or claims which District may sustain or incur by reason of or in consequence of the Owner's negligence in the construction and completion of the Surface Water Management System and/or negligence of the Owner and its employees or agents in the performance of the work to be performed by the Owner under this Agreement. This indemnification includes, but is not limited to, any and all personal injuries which may be suffered by any individuals or entities as a result of Owner's and/or Owners employees' or agents' negligence in the construction of the Surface Water Management System. The Owner agrees to take over and defend such claims or actions filed against District with respect to the indemnity contained in this Paragraph 6. Nothing contained herein shall be deemed, however, to constitute a waiver by District of any limitations of its liability that may be accorded it by virtue of Section 768.28, Florida Statutes, or any subsequent similar law. Further, nothing contained herein shall be construed to provide that either party may be liable to any person not a party to this Agreement and neither party waives any defenses it may have against claims from such persons.

7. After completion of construction by Owner, the Owner shall indemnify and hold harmless the District from any and all actions or claims which District may sustain or incur by reason of or in consequence of the Owner's negligence in the maintenance of the Surface Water Management System and/or negligence of the Owner and its employees or agents in the performance of the work to be performed by the Owner under this Agreement. This indemnification includes, but is not limited to, any and

all personal injuries which may be suffered by any individuals or entities as a result of Owner's and/or its employees' or agents' negligence in the maintenance of the Surface Water Management System. The Owner shall take over and defend such claims or actions filed against District with respect to the indemnity contained in this Paragraph 7. Nothing contained herein shall be deemed, however, to constitute a waiver by District of any limitations of its liability that may be accorded it by virtue of Section 768.28, Florida Statutes, or any subsequent similar law. Further, nothing contained herein shall be construed to provide that either party may be liable to any person not a party to this Agreement and neither party waives any defenses it may have against claims from such persons.

8. Owner acknowledges that the District has no obligation or responsibility regarding any portion of the Surface Water Management System, that any damage which may be caused to Surface Water Management System shall be repaired by the Owner, and the District shall have no obligation to repair or be responsible for any damage which may be caused to the Surface Water Management System as a result of either activities of the District or by third parties unless caused by willful or wanton acts or gross negligence of District, its employees or agents and such harm is not reasonably avoidable. District's employees and agents will use their best efforts not to cause harm to the Surface Water Management System and District agrees to give Owner reasonable notice prior to entering the Conservation Easement Area, except in the event of an emergency as solely determined by the District. In this event, the District will make a reasonable attempt to notify Owner as soon as reasonably practical under the circumstances. This Paragraph does not and is not intended to release third parties from any damage that the third parties may cause to the Surface Water Management System.

9. The Owner shall be responsible for restoring in kind any fences, berms, side ditches, culverts, or any other structures and appurtenances which are required to be restored as a result of construction and maintenance of the Surface Water Management System and shall provide for and coordinate any necessary utility relocations. In addition, the Owner shall take all necessary precautions to confine construction and maintenance of the Surface Water Management System and all associated tasks to within the Easement Areas.

10. The Owner agrees that during construction and maintenance of the Surface Water Management System, Owner shall proceed in such a manner that the drainage of Subject Property and areas adjacent to Subject Property which drain into and through the Surface Water Management System will be maintained at all times and that the Owner shall take all reasonable and necessary steps to prevent

pollution of the Subject Property and the Surface Water Management System during the construction and maintenance of the Surface Water Management System.

11. The Owner during construction and maintenance of the Surface Water Management System shall be responsible to repair any damage which Owner and Owner's Contractors cause to the District's existing drainage systems including appurtenances thereto. The Owner agrees to reimburse District for all costs incurred by District to repair any damage to the District's existing drainage system which occur as a result of the aforementioned obligations to be performed by the Owner pursuant to this Agreement. The Owner does not waive any defenses or admit any liability by such agreement, nor is this Agreement meant to absolve the contractors, subcontractors or third parties from liability for their own actions.

12. In the event the Surface Water Management System is not being constructed or maintained pursuant to the plans approved by the District and/or requirements of the District, the Owner agrees that within twenty (20) consecutive calendar days after written notice by District, the Owner will commence to repair and correct any deviations from the approved plans and District requirements, said repairs and/or corrections to be completed within sixty (60) working days of said notice. If this is not done, the Owner shall, as directed by the District, remove that portion of the Surface Water Management System which District requires to be removed. If any part of the Surface Water Management System is removed pursuant to this Paragraph, any other portion of the District's drainage system which has been removed or altered shall be restored to its original condition or District criteria as of the date of this Agreement. In the alternative, the Surface Water Management System shall be completed.

13. The Owner agrees that if construction, maintenance or lack of maintenance of the Surface Water Management System causes or is causing damage to District's drainage systems (including appurtenances thereto) or the Surface Water Management System is not being constructed or maintained in accordance with the original approved plans or District requirements, that within twenty (20) consecutive calendar days after receipt of written notice by District to Owner and the contractor, which notice shall specifically describe the nature and extent of the damage or improper construction or maintenance, that the District may order and direct that all or a portion of the Surface Water Management System being constructed or worked on by the Owner shall cease. If District gives notice as provided herein, Owner and contractor shall cease work and the work shall not begin again for that portion which is stopped until damage or threat of damage has been repaired or removed or correction of the improper construction or

maintenance has commenced, and the District authorizes resumption of said work in writing. The Owner agrees to notify the contractor constructing the work described in this Agreement of the District's right to stop the contractor's work upon said notice and to provide the contractor with such notice if notice is given to Owner.

14 After completion of the Surface Water Management System and prior to final acceptance by the District, the Owner shall provide to District as-built drawings of the Surface Water Management System and adjacent drainage facilities, including inverts, elevations and locations of culverts and appurtenances associated therewith, and all other drainage improvements constructed as part of the Surface Water Management System and as required by the permit issued by the District.

15. After completion of the Surface Water Management System to the satisfaction of the District, the District shall issue written approval of the Surface Water Management System following which the Owner shall assume responsibility for maintenance of the Surface Water Management System.

16. The Owner acknowledges and agrees that the Drainage System shall be re-certified by a Florida Registered Professional Engineer every 5 years in accordance with the District's Charter and Criteria Manual.

17. In the event the District is required to maintain any portion of the Surface Water Management System, the District's right to maintain will not include any portion of the Mitigation Area improvements. Also, District agrees not to treat the Mitigation Area plant or aquatic growth or that portion of the Surface Water Management System which lies adjacent to the Mitigation Area by spraying herbicides, unless no other reasonable means of treatment are available. In addition, the District will make a reasonable effort to give Owner, seven (7) days notice of District's intent to spray herbicides and the areas to be sprayed. The Owner acknowledges and agree that any damages to the Mitigation Area improvements or the Surface Water Management System or appurtenances thereto, caused by spraying or the lack of spraying and/or maintenance as contemplated by this Agreement, is not the responsibility of the District and the District has no obligation to repair said damages, unless caused by the willful or wanton acts of the District or its agents or employees.

18. The Mitigation Area shall be located with markers as required and approved by the District to designate its actual location. These markers shall be maintained and replaced by the Owner if removed or damaged.

19. At all times following the execution of this Agreement, the District agrees to allow the

Owner and its successors and assigns, access to the Conservation Easement across the Mitigation Area and the Owner agrees to allow the District, its successors and assigns access to and across the Mitigation Area.

20. The Owner's obligations under this Agreement are assignable in whole or in part by Owner to a successor owner or to a property owners association. Such assignment to a successor owner or property owners association may be made by Owner only with the consent of District in writing of the document effecting said assignment, and upon acknowledgment in writing that the assignee has read and understands the assignment which must provide that the assignee agrees to perform Owner's obligations hereunder and to be bound by the terms of this Agreement. Upon the delivery of said document to District, acceptance of said document in writing by District, recording in the Broward County Public Records of said document, all with respect to an assignment to a successor owner, subject to written approval of the Surface Water Management System by the District, Owner shall have no responsibility to perform pursuant to the terms of this Agreement. Notwithstanding anything to the contrary herein contained, Owner and any subsequent assignor will continue to be liable for any damage arising out of events which occurred prior to the assignment of such party's obligations as stated herein. District's approval as stated herein will not be unreasonably withheld. To be effective, the assignment to a successor owner or property owners association, signed by the successor owner or property owners association and written consent of the District, must be recorded in the Broward County Public Records.

21. If exercised by District, the District's responsibility for maintaining the Surface Water Management System shall consist primarily of maintaining flowage through the Surface Water Management System, including the Mitigation Area.

22. Nothing contained in this Agreement shall create any obligation of District to maintain any drainage structures or culverts within Subject Property and maintenance of all internal drainage structures, culverts and outfalls into the Subject Property Surface Water Management System shall be the responsibility of the Owner.

23. In addition to its obligations stated herein, Owner shall maintain the internal access roadways within Subject Property, the access road drainage swales and all drainage structures within Subject Property, which maintenance obligation shall be subject to the Owner's Maintenance and Indemnification obligations stated in this Agreement. IF APPLICABLE

24. In the event District is required to perform maintenance as stated herein, District shall do so to the best of its ability without unreasonable interference with Owners business operations on Subject Property.

25. Any expenses or costs, including reasonable attorney's fees incurred by the District with respect to the matters for which the District has been indemnified under this Agreement or as a result of any work performed by the District as provided for in this Agreement, or damages incurred by the District for which the Owner has indemnified the District, shall be paid to District by Owner, its successors or assigns, as applicable, within thirty (30) days after receiving a statement for same with support documentation (invoices and the like) for all charges shown.

26. In the event payment is not received within thirty (30) days from the billing for such charges, the District shall be entitled to file a lien in the Broward County Public Records upon all non-governmental owned property within Subject Property, which lien shall be inferior to any existing mortgage then encumbering the property, ad valorem taxes, and any such other liens, impositions and assessments as may be given priority by applicable statutes. This lien shall be effective upon the recording of a claim of lien in the public records of Broward County, Florida, and will be for the unpaid sums due the District, including reasonable attorney's fees, together with interest thereon at eighteen percent (18%) per year or the highest non-usurious rate allowable by law, whichever is less. The District agrees to grant partial releases of any lien in its favor upon payment of a proportionate share of the lien amount based upon and for the real property sought to be released. In the alternative, the Drainage District shall be entitled to include said unpaid expenses or costs on the annual tax bill for Subject Property issued by the Broward County Property Appraiser or Revenue Collector.

27. To the extent the Owner is determined to be the cause of any damage to adjacent property owners as a result of construction of the proposed Surface Water Management Area, Owner agrees to take responsibility for such damage, without waiving any defenses or admitting any liability thereto or absolving any of Owner's contractors or subcontractors or third parties from liability for their own actions.

28. The Owner hereby undertakes to indemnify and hold harmless, the District and its agents, employees and commissioners, from any and all liability, loss or damage the District, its agents, employees or commissioners, may suffer as a result of claims, demands, costs, attorney's fees, judgments, liens, penalties, or interest, as a result of any damage caused by the District, its agents or employees, to the vegetation located in the Mitigation Area, except for such damages which are caused by the willful or

wanton acts or gross negligence of the District, its employees or agents and such harm is not reasonably avoided. District's employees and agents will use their best efforts not to cause harm to the Mitigation Area improvements and District agrees to give Owner reasonable notice prior to entering the Mitigation Area improvements unless an emergency and then District will notify Owner as soon as reasonably practical under the circumstances. In addition, the Owner and District acknowledge that:

A. After receipt of notification of a claim or action against the District, the District shall notify the Owner, in writing within fifteen (15) consecutive calendar days or as reasonably practical, by registered or certified mail, of any such claim made or action filed against the District of the obligations indemnified against hereunder.

B. The Owner agrees to defend any such claims brought, or actions filed against the District, its agents, employees or commissioners, with respect to the subject of the indemnity contained herein, including but not limited to any claims of SFWMD, Broward County EP & GMD, the State of Florida DEP and/or the Federal EPA including, but not limited to claims associated with nutrient level criteria, whether such claims or actions are rightfully or wrongfully brought or filed. In case a claim should be brought or an action filed with respect to the subject of the indemnity herein, the District agrees that the Owner, may employ attorneys of their own selection to appear and defend the claim or action on behalf of the District at the expense of the Owner. The Owner shall have the primary authority for the direction of the defense and may make recommendations to the District concerning the acceptability of any promise or settlement of any claims or actions against the District. The District retains the right to reject any settlement offer which may be proposed pursuant to this Agreement and no settlement shall be made without approval by the District's Board of Commissioners, provided, however, District does not have the right to reject a settlement and Owner, as applicable, shall not be required to obtain District's approval of a settlement involving only the payment of money by Owner, pursuant to the indemnity contained in this Agreement, provided that the settlement releases the District and its agents, employees and commissioners from any and all liability arising out of the proceeding being settled. Copies of all correspondence and pleadings associated with any litigation arising out of this paragraph shall be mailed to District and District's attorney and as directed by the District; and

C. In the event any employee or agent of the District is charged with a violation of any local, state or federal law as a result of damage sustained by the plants or other growth within the Mitigation Area, the Owner agrees to provide that employee or agent with legal representation to defend any and all

charges filed against said employee or agent and to pay any and all costs, fines, or other penalties incurred by or assessed against the employee or agent and/or the District unless such employee or agent causes such damage willfully, wantonly or through gross negligence.

29. Both before and after completion of the Surface Water Management System, the Owner shall at all times provide the District with the name and phone number of an individual or individuals who shall be available to answer questions and complaints regarding the responsibility of maintenance of the Surface Water Management Area and adjacent drainage facilities.

30. Notwithstanding anything to the contrary in this Agreement, the Owner acknowledges that the assessment and lien rights which the District is entitled to exercise in the event the Owner or a successor owner fails or refuses to pay over to District all monies due the District arising out of this Agreement, shall be and are superior to any other lien rights of Owner or a successor owner which may be placed on any part of Subject Property before or after transfer of parcels or parts of parcels which comprise Subject Property. However, District acknowledges that Owner and said successor owner is not assigning District any voting or governance rights as part of the covenants contained in this Agreement.

31. All notices of request, demand and other communications hereunder shall be addressed to the parties as follows:

As to District:

South Broward Drainage District
Attn: District Director
6591 S.W. 160th Avenue
Southwest Ranches, Florida 33331

with a copy to:

Douglas R. Bell, Esquire
Cumberland Building, Suite 505
800 East Broward Boulevard
Fort Lauderdale, Florida 33301

As to Owner:

NAME AND ADDRESS

unless the address is changed by a party by notice given to the other parties. Notice shall be in writing,

mailed certified mail, return receipt requested, postage prepaid and shall be deemed delivered when mailed or upon hand delivery to the address indicated. Notwithstanding the foregoing, notices, requests or demands or other communications referred to in this Agreement may be sent by facsimile, electronic mail, telegraph or private courier, but shall be deemed to have been given when received.

32. In the event of any litigation under this Agreement or litigation with respect to the enforcement of any liens of the District, the prevailing party shall be entitled to an award of its court costs and reasonable attorney's fees at trial and all appellate levels of judicial proceedings.

33. To the extent permitted by law, the indemnifications and hold harmless, as applicable, set forth in this Agreement shall survive the execution of this Agreement and the completion of all activities and/or construction to be completed by the Owner or its contractors, subcontractors, designees, or agents, and its successors or assigns in or on the Surface Water Management System.

34. In addition to this Agreement, the Owner is subject to all rules and regulations of the District regarding construction of the Surface Water Management System.

35. The District agrees to issue its permit to the Owner for construction of the Surface Water Management System contemplated herein in accordance with the terms and conditions of this Agreement.

36. No waiver of any provision of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted and any such written wavier shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

37. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which will constitute one and the same Agreement.

38. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors, assigns, grantees and to those persons who are specifically assigned in writing any rights or obligations hereunder. Further, this Agreement shall be a covenant running with the land described as Subject Property and as Mitigation Area and binding upon all owners of such land. The Owner shall disclose this Agreement in writing to all persons acquiring any portion of Subject Property and Mitigation Area subsequent to the date of this Agreement and any declaration of covenants, conditions or restrictions recorded with respect to Subject Property subsequent to the date of this Agreement shall specially refer to this Agreement.

39. This Agreement shall be construed and interpreted according to the laws of the State of Florida and the venue with respect to any litigation with respect to this Agreement shall be Broward County, Florida.

40. All terms and words used in this Agreement, regardless of the number and gender in which used, shall be deemed to include any other gender or number as the context or the use thereof may require.

41. This Agreement shall not be modified (and no purported modification thereof shall be effective) unless in writing and signed by the party to be charged.

42. The Exhibits hereto contain additional terms of this Agreement. Typewritten or handwritten provisions inserted in this agreement or exhibits (and initialed by the parties) shall control all printed provisions in conflict therewith.

43. Whenever approvals of any nature are required by any party to this agreement, it is agreed that same shall not be unreasonably withheld.

44. This Agreement shall be severable and if any part or portion of this Agreement shall be found to be invalid or unenforceable, such findings shall not affect the remainder of this Agreement.

45. This Agreement merges and supersedes any and all previous agreements on the subject matter between the parties, whether oral or written, and constitutes the entire agreement between the parties.

46. The District and Owner agree that notwithstanding anything in this Agreement or elsewhere to the contrary, Owner shall have the right to establish and record in the Public Records of Broward County, Florida, such use restrictions and covenants as the Owner shall determine with respect to the Surface Water Management System and adjacent drainage facilities. Further, the Owner shall have the unconditional right to enforce said restrictions and covenants by all means allowable by law or such other means as may be contained in any instrument of record pertaining to such restrictions and covenants. The use restrictions and covenants established with respect to the Surface Water Management System, adjacent drainage facilities and other property as established by the Owner shall be deemed covenants running with the land. Notwithstanding the foregoing, in no event shall any of Owner's use restrictions or covenants interfere with the rights of the District pursuant to this Agreement and if a use or covenant is restricted or prohibited by the District, the Owner cannot override or exclude said restricted or prohibited

use or covenant. The terms and provisions of this Paragraph shall survive the execution and delivery of this Agreement.

47. The Owner agrees that if it is necessary for District to remove any of the Mitigation Area improvements or Surface Water Management System constructed pursuant to this Agreement and restore the District's existing drainage system, or complete the Surface Water Management System, that the Owner will reimburse the District for any and all costs incurred to effect said removal, restoration and/or completion, including reasonable attorneys fees and costs expended in connection with such removal, restoration and/or completion.

48. The Owner agrees to reimburse District and pay for all reasonable attorneys fees and costs incurred by District in negotiating this Agreement and the cost of recording this Agreement in the Public Records of Broward County, Florida.

49. This Agreement shall be recorded in the public records of Broward County, Florida.

{Remainder of this page left intentionally blank}

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of:

"District"
(SOUTH BROWARD DRAINAGE DISTRICT)

_____
Witness Signature ↑

_____
Witness Printed Name ↑

_____
By: Scott Hodges, Chairperson

Attest:

_____
Witness Signature ↑

_____
Robert E. Goggin IV, Secretary

_____
Witness Printed Name ↑

STATE OF FLORIDA)
)§
COUNTY OF BROWARD)

The foregoing Agreement was acknowledged before me this ____ day of _____, 20___ by SCOTT HODGES and ROBERT E. GOGGIN, IV as Chairperson and Secretary, respectively of the SOUTH BROWARD DRAINAGE DISTRICT, a political subdivision of the State of Florida, on behalf of SOUTH BROWARD DRAINAGE DISTRICT. They are personally known to me.

WITNESS my hand and official seal in the county and state last aforesaid this _____ day of_____, 20___.

NOTARY SEAL OR STAMP

_____
NOTARY PUBLIC SIGNATURE

"Owner"

SHOW NAME OF OWNER

_____
Witness Signature ↑

_____
Witness Printed Name

_____ By: _____
Witness Signature ↑ Name, Title

_____
Witness Printed Name ↑

STATE OF FLORIDA)
) §
COUNTY OF)

The foregoing Agreement was acknowledged before me this _____ day of _____, 20___ by _____, as Owner, who (□ is personally known to me) or (□ has produced _____ as identification).

Witness my hand and official seal in the county and state last aforesaid this _____ day of _____, 20___.

NOTARY SEAL OR STAMP

_____
NOTARY PUBLIC SIGNATURE

EXHIBIT "A"

EXHIBIT "B"

February 24, 2015

Prepared by: South Broward Drainage District
RETURN TO: 6591 S.W. 160 Avenue
Southwest Ranches, FL 33331

MAINTENANCE AND INDEMNIFICATION AGREEMENT

(Project Name)

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between **SOUTH BROWARD DRAINAGE DISTRICT**, a political subdivision of the State of Florida, whose address is 6591 S.W. 160th Avenue, Southwest Ranches, Florida 33331, hereinafter referred to as "District", and **Name of Property Owner, a** _____ whose address is____ _____, hereinafter referred to as "Owner".

WITNESSETH:

WHEREAS, District is a political subdivision of the State of Florida charged with the responsibility of effecting drainage and water management within its geographical boundaries and approving all subdivision plats and development plans affecting lands within its geographical boundaries; and

WHEREAS, Owner is the Property Owner of a real estate development known as NAME OF PROJECT which is located within the boundaries of the District and Owner is or will be responsible for maintenance of all common areas within said property. The NAME OF PROJECT is hereinafter referred to as "Subject Property" and is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO

WHEREAS, Owner acknowledges that Owner has the primary responsibility to maintain at its expense the surface water management and drainage system for the Subject Property and the drainage, flowage and storage of stormwater on and across the Subject Property (hereinafter, collectively referred to as the "Drainage System"); and

WHEREAS, a portion of the Subject Property will be used as a Wetland Mitigation and Conservation Area and over which a Conservation Easement has been dedicated to Broward County, a political subdivision of the State of Florida and South Florida Water Management District, a political subdivision of the State of Florida; and

WHEREAS, the property which the Wetland Mitigation and Conservation Area and Conservation

Easement is over is described on Exhibit "B" attached hereto is hereinafter referred to as "Mitigation Area"; and

WHEREAS, the Conservation Easement has been recorded in Broward County, Florida Public Records at Official Records Book _____, Page _____; and

WHEREAS, as a condition of allowing the development of Subject Property and the Mitigation Area, the District requires LIST EASEMENTS, AS APPLICABLE (hereinafter referred to as "Easements") for stormwater drainage, flowage and storage through and for the Subject Property, for flowage of stormwater drainage from neighboring properties, which may or may not be adjacent to the Mitigation Area and for stormwater drainage, flowage and storage through and into the Mitigation Area; and

WHEREAS, the aforedescribed Easements have been dedicated to the District and are recorded in the Public Records of Broward County, Florida in OR Book _____, Pages _____ _____. The Owner acknowledges the dedication of these Easements and that the District has on a non-exclusive basis, access to and the right to utilize the areas dedicated by said Easements (hereinafter collectively referred to as "Easement Areas") for the purpose of constructing, maintaining and repairing the Drainage System, together with any necessary appurtenances incidental and necessary thereto. Notwithstanding anything to the contrary contained herein, in performing such work to maintain the Easements, the District shall use its best efforts to not degrade the quality of any wetlands enhanced or created within the Mitigation Area. If such degradation occurs, the Owner or Licensee of Broward County Environmental Protection and Growth Management Department (EP&GMD) License No. _____ referred to in said License shall be responsible for rectifying such degradation; and

WHEREAS, Owner acknowledges and agrees that the District shall have the authority to issue permits in the future that will allow and permit the installation of drainage improvements over, under and across the aforedescribed Easement Areas for off-site properties to connect to the proposed lake system for the Subject Property and to flow through the Drainage System; and

WHEREAS, the future connections to the Drainage System by off-site properties have been taken into account by the Owner's Engineer in the design of the surface water management system for the Subject Property; and

WHEREAS, the Owner acknowledges that Owner has the primary responsibility to maintain drainage, flowage and storage of stormwater from Subject Property and through and over the Mitigation Area; and

WHEREAS, District requires the unrestricted right to maintain stormwater flowage across, over and through the Mitigation Area and requires that the Mitigation Area remain open, clear and free of obstructions which would restrict said stormwater flowage; and

WHEREAS, collectively, the Mitigation Area, Drainage System and all related easements, will hereinafter be referred to as the "Surface Water Management System"; and

WHEREAS, as a condition of allowing the development of Subject Property and of allowing the Mitigation Area to be located across the Drainage/Flowage/Storage Easement, the District requires Owner to enter into this Agreement and as a condition of issuing a permit or permits for development of Subject Property and the Mitigation Area to do the following:

(a) to indemnify and hold harmless the District from any and all liability as the result of the construction of the Drainage System; and

(b) to indemnify and hold harmless the District from any and all liability as a result of the construction and placement of the Mitigation Area over the Drainage Easements and Drainage, Flowage and Storage Easement; and

(c) to maintain stormwater drainage, flowage and storage into and through the Mitigation Area; and

(d) to maintain the Mitigation Area in accordance with the requirements of the District and other applicable governmental requirements; and

(e) to maintain the Surface Water Management System for the Subject Property; and

(f) to remove trees, landscaping and other debris which falls into or blows onto any portion of the Mitigation Area; and

(g) to keep the Easement Areas, free and clear of all permanent obstructions, including but not limited to, landscaping; and

WHEREAS, the Owner is agreeable to entering into this Agreement and to be responsible for any and all damages and expenses incurred by the District as a result of the District agreeing to the issuance of a permit for construction of the Surface Water Management System constructed thereon, and other improvements described herein and all other matters stated in this Agreement including, but not limited to, the provisions (a) through (g) of the preceding paragraph; and

WHEREAS, the Owner acknowledges that the Owner has the primary responsibility to maintain at its expense, the Surface Water Management System and related Easement Areas; and

WHEREAS, as part of the development of Subject Property, Owner will be constructing access roads and adjacent roadside swales, all of which shall be maintained by the Owner and subject to the Indemnification and Maintenance Obligations stated herein; and IF APPLICABLE

WHEREAS, District requires the Owner to assign its lien rights, if any, to District in the event the Owner fails and/or refuses to collect the monies which may be due the District as a result of expenses incurred by District to enforce this Agreement or arising out of this Agreement; and

WHEREAS, Owner shall pay to District those monies which may be due the District as the result of expenses incurred by District arising out of this Agreement; and

WHEREAS, District and Owner are desirous of entering into an agreement to provide for construction and maintenance of the Surface Water Management System and for maintenance of access roads and roadside swales adjacent to said access roads IF APPLICABLE;

WHEREAS, notwithstanding anything stated herein, the District has the right, but not the obligation to maintain the Surface Water Management System; and

NOW, THEREFORE, in consideration of the premises and Ten and No/100 ($10.00) Dollars and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by District and Owner, each intending to be legally bound, do hereby represent, warrant, covenant and agree as follows:

1. The foregoing statements are true and correct and are incorporated herein by reference as though set forth verbatim.

2. The Owner agrees that Owner shall be responsible for such work as may be necessary to maintain the Surface Water Management System in the condition required by the District, and other governmental agencies other than the District which have jurisdiction over Subject Property and the Mitigation Area.

3. The Owner acknowledges that if it fails to maintain the Surface Water Management System, the District will perform the required maintenance work in accordance with the terms of this Agreement.

4. The Owner acknowledges that in the event the District's employees and/or agents are required to maintain any portion of the Mitigation Area and should the work of District's employees and/or agents cause any harm whatsoever to the Mitigation Area improvements that the Owner shall be responsible for replanting or other work which may be necessary in order to return the Mitigation Area

improvements back to their condition as required by the District, and/or other governmental agencies which have jurisdiction over Subject Property. This responsibility shall remain solely that of the Owner and its assigns, unless such harm or damage to the Mitigation Area improvements is caused by the willful or wanton acts or gross negligence of the District, its employees or agents and such harm is not reasonably avoidable. District's employees and agents will use their best efforts not to cause harm to the Mitigation Area improvements and District agrees to give Owner reasonable notice prior to entering the Mitigation Area unless an emergency exists in which case the District will notify Owner as soon as reasonably practical under the circumstances.

5. The Owner acknowledges that in the event the District's employees and/or agents are required to maintain any portion of the Surface Water Management System, and should the work of District's employees and/or agents cause any harm whatsoever to any improvements on the Subject Property, that the Owner shall be responsible for any work which may be necessary in order to return the improvements back to their original condition as required by the District, and/or other governmental agencies which have jurisdiction over Subject Property. This responsibility shall remain solely that of the Owner and Owners assigns, unless such harm or damage to the improvements is caused by the willful or wanton acts or gross negligence of the District, its employees or agents and such harm is not reasonably avoidable. District's employees and agents will use their best efforts not to cause harm to the improvements and District agrees to give Owner reasonable notice prior to entering the Subject Property unless an emergency exists in which case the District will notify Owner as soon as reasonably practical under the circumstances.

6. During the period of time beginning with commencement of construction of the Surface Water Management System the Owner agrees that, for and in consideration of an additional $10.00 and other good and valuable consideration, the receipt of which is acknowledged by the Owner, the Owner shall indemnify and hold harmless the District from any and all actions or claims which District may sustain or incur by reason of or in consequence of the Owner's negligence in the construction and completion of the Surface Water Management System and/or negligence of the Owner and its employees or agents in the performance of the work to be performed by the Owner under this Agreement. This indemnification includes, but is not limited to, any and all personal injuries which may be suffered by any individuals or entities as a result of Owner's and/or Owners employees' or agents' negligence in the construction of the Surface Water Management System. The Owner agrees to take over and defend such claims or actions

filed against District with respect to the indemnity contained in this Paragraph 6. Nothing contained herein shall be deemed, however, to constitute a waiver by District of any limitations of its liability that may be accorded it by virtue of Section 768.28, Florida Statutes, or any subsequent similar law. Further, nothing contained herein shall be construed to provide that either party may be liable to any person not a party to this Agreement and neither party waives any defenses it may have against claims from such persons.

7. After completion of construction by Owner, the Owner shall indemnify and hold harmless the District from any and all actions or claims which District may sustain or incur by reason of or in consequence of the Owner's negligence in the maintenance of the Surface Water Management System and/or negligence of the Owner and its employees or agents in the performance of the work to be performed by the Owner under this Agreement. This indemnification includes, but is not limited to, any and all personal injuries which may be suffered by any individuals or entities as a result of Owner's and/or its employees' or agents' negligence in the maintenance of the Surface Water Management System. The Owner shall take over and defend such claims or actions filed against District with respect to the indemnity contained in this Paragraph 7. Nothing contained herein shall be deemed, however, to constitute a waiver by District of any limitations of its liability that may be accorded it by virtue of Section 768.28, Florida Statutes, or any subsequent similar law. Further, nothing contained herein shall be construed to provide that either party may be liable to any person not a party to this Agreement and neither party waives any defenses it may have against claims from such persons.

8. Owner acknowledges that the District has no obligation or responsibility regarding any portion of the Surface Water Management System, that any damage which may be caused to Surface Water Management System shall be repaired by the Owner, and the District shall have no obligation to repair or be responsible for any damage which may be caused to the Surface Water Management System as a result of either activities of the District or by third parties unless caused by willful or wanton acts or gross negligence of District, its employees or agents and such harm is not reasonably avoidable. District's employees and agents will use their best efforts not to cause harm to the Surface Water Management System and District agrees to give Owner reasonable notice prior to entering the Easement Areas, except in the event of an emergency as solely determined by the District. In this event, the District will make a reasonable attempt to notify Owner as soon as reasonably practical under the circumstances. This Paragraph does not and is not intended to release third parties from any damage that the third parties may cause to the Surface Water Management System.

9. The Owner shall be responsible for restoring in kind any fences, berms, side ditches, culverts, or any other structures and appurtenances which are required to be restored as a result of construction and maintenance of the Surface Water Management System and shall provide for and coordinate any necessary utility relocations. In addition, the Owner shall take all necessary precautions to confine construction and maintenance of the Surface Water Management System and all associated tasks to the Easement Areas.

10. The Owner agrees that during construction and maintenance of the Surface Water Management System, Owner shall proceed in such a manner that the drainage of Subject Property and areas adjacent to Subject Property which drain into and through the Surface Water Management System will be maintained at all times and that the Owner shall take all reasonable and necessary steps to prevent pollution of the Subject Property and the Surface Water Management System during the construction and maintenance of the Surface Water Management System.

11. The Owner during construction and maintenance of the Surface Water Management System shall be responsible to repair any damage which Owner and Owner's Contractors cause to the District's existing drainage systems including appurtenances thereto. The Owner agrees to reimburse District for all costs incurred by District to repair any damage to the District's existing drainage system which occur as a result of the aforementioned obligations to be performed by the Owner pursuant to this Agreement. The Owner does not waive any defenses or admit any liability by such agreement, nor is this Agreement meant to absolve the contractors, subcontractors or third parties from liability for their own actions.

12. In the event the Surface Water Management System is not being constructed or maintained pursuant to the plans approved by the District and/or requirements of the District, the Owner agrees that within twenty (20) consecutive calendar days after written notice by District, the Owner will commence to repair and correct any deviations from the approved plans and District requirements, said repairs and/or corrections to be completed within sixty (60) working days of said notice. If this is not done, the Owner shall, as directed by the District, remove that portion of the Surface Water Management System which District requires to be removed. If any part of the Surface Water Management System is removed pursuant to this Paragraph, any other portion of the District's drainage system which has been removed or altered shall be restored to its original condition or District criteria as of the date of this Agreement.

13. The Owner agrees that if construction, maintenance or lack of maintenance of the Surface

Water Management System causes or is causing damage to District's drainage systems (including appurtenances thereto) or the Surface Water Management System is not being constructed or maintained in accordance with the original approved plans or District requirements, that within twenty (20) consecutive calendar days after receipt of written notice by District to Owner and the contractor, which notice shall specifically describe the nature and extent of the damage or improper construction or maintenance, that the District may order and direct that all or a portion of the Surface Water Management System being constructed or worked on by the Owner shall cease. If District gives notice as provided herein, Owner and contractor shall cease work and the work shall not begin again for that portion which is stopped until damage or threat of damage has been repaired or removed or correction of the improper construction or maintenance has commenced, and the District authorizes resumption of said work in writing. The Owner agrees to notify the contractor constructing the work described in this Agreement of the District's right to stop the contractor's work upon said notice and to provide the contractor with such notice if notice is given to Owner.

14. After completion of the Surface Water Management System and prior to final acceptance by the District, the Owner shall provide to District as-built drawings of the Surface Water Management System and adjacent drainage facilities, including inverts, elevations and locations of culverts and appurtenances associated therewith, and all other drainage improvements constructed as part of the Surface Water Management System and as required by the permit issued by the District.

15. After completion of the Surface Water Management System to the satisfaction of the District, the District shall issue written approval of the Surface Water Management System following which the Owner shall assume responsibility for maintenance of the Surface Water Management System.

16. The Owner acknowledges and agrees that the Drainage System shall be re-certified by a Florida Registered Professional Engineer every 5 years in accordance with the District's Charter and Criteria Manual.

17. In the event the District is required to maintain any portion of the Surface Water Management System, the District's right to maintain will not include any portion of the Mitigation Area improvements. Also, District agrees not to treat the Mitigation Area plant or aquatic growth or that portion of the Surface Water Management System which lies adjacent to the Mitigation Area by spraying herbicides, unless no other reasonable means of treatment are available. In addition, the District will make a reasonable effort to give Owner, seven (7) days notice of District's intent to spray herbicides and the areas

to be sprayed. The Owner acknowledges and agree that any damages to the Mitigation Area improvements or the Surface Water Management System or appurtenances thereto, caused by spraying or the lack of spraying and/or maintenance as contemplated by this Agreement, is not the responsibility of the District and the District has no obligation to repair said damages, unless caused by the willful or wanton acts of the District or its agents or employees.

18. The Mitigation Area shall be located with markers as required and approved by the District to designate its actual location. These markers shall be maintained and replaced by the Owner if removed or damaged.

19. At all times following the execution of this Agreement, the District agrees to allow the Owner and its successors and assigns, access to the Mitigation Area and the Owner agrees to allow the District, its successors and assigns access to and across the Mitigation Area.

20. The Owner's obligations under this Agreement are assignable in whole or in part by Owner to a successor owner or to a property owners association. Such assignment to a successor owner or property owners association may be made by Owner only with the consent of District in writing of the document effecting said assignment, and upon acknowledgment in writing that the assignee has read and understands the assignment which must provide that the assignee agrees to perform Owner's obligations hereunder and to be bound by the terms of this Agreement. Upon the delivery of said document to District, acceptance of said document in writing by District, recording in the Broward County Public Records of said document, all with respect to an assignment to a successor owner, subject to written approval of the Surface Water Management System by the District, Owner shall have no responsibility to perform pursuant to the terms of this Agreement. Notwithstanding anything to the contrary herein contained, Owner and any subsequent assignor will continue to be liable for any damage arising out of events which occurred prior to the assignment of such party's obligations as stated herein. District's approval as stated herein will not be unreasonably withheld. To be effective, the assignment to a successor owner or property owners association, signed by the successor owner or property owners association and written consent of the District, must be recorded in the Broward County Public Records.

21. If exercised by District, the District's responsibility for maintaining the Surface Water Management System shall consist primarily of maintaining flowage through the Surface Water Management System, including the Mitigation Area.

22. Nothing contained in this Agreement shall create any obligation of District to maintain any

drainage structures or culverts within Subject Property and maintenance of all internal drainage structures, culverts and outfalls into the Subject Property and the Surface Water Management System shall be the responsibility of the Owner.

23. In addition to its obligations as stated herein, Owner shall maintain the internal access roadways within Subject Property, the access road drainage swales and all drainage structures within Subject Property, which maintenance obligation shall be subject to the Owner's Maintenance and Indemnification obligations stated in this Agreement. IF APPLICABLE

24. In the event District is required to perform maintenance as stated herein, District shall do so to the best of its ability without unreasonable interference with Owners business operations on Subject Property.

25. Any expenses or costs, including reasonable attorney's fees incurred by the District with respect to the matters for which the District has been indemnified under this Agreement or as a result of any work performed by the District as provided for in this Agreement, or damages incurred by the District for which the Owner has indemnified the District, shall be paid to District by Owner, its successors or assigns, as applicable, within thirty (30) days after receiving a statement for same with support documentation (invoices and the like) for all charges shown.

26. In the event payment is not received within thirty (30) days from the billing for such charges, the District shall be entitled to file a lien in the Broward County Public Records upon all non-governmental owned property within Subject Property, which lien shall be inferior to any existing mortgage then encumbering the property, ad valorem taxes, and any such other liens, impositions and assessments as may be given priority by applicable statutes. This lien shall be effective upon the recording of a claim of lien in the public records of Broward County, Florida, and will be for the unpaid sums due the District, including reasonable attorney's fees, together with interest thereon at eighteen percent (18%) per year or the highest non-usurious rate allowable by law, whichever is less. The District agrees to grant partial releases of any lien in its favor upon payment of a proportionate share of the lien amount based upon and for the real property sought to be released. In the alternative, the Drainage District shall be entitled to include said unpaid expenses or costs on the annual tax bill for Subject Property issued by the Broward County Property Appraiser or Revenue Collector.

27. To the extent the Owner is determined to be the cause of any damage to adjacent property owners as a result of construction of the proposed Surface Water Management Area, Owner agrees to take responsibility for such damage, without waiving any defenses or admitting any liability thereto or absolving any of Owner's contractors or subcontractors or third parties from liability for their own actions.

28. The Owner hereby undertakes to indemnify and hold harmless, the District and its agents, employees and commissioners, from any and all liability, loss or damage the District, its agents, employees or commissioners, may suffer as a result of claims, demands, costs, attorney's fees, judgments, liens, penalties, or interest, as a result of any damage caused by the District, its agents or employees, to the vegetation located in the Mitigation Area, except for such damages which are caused by the willful or wanton acts or gross negligence of the District, its employees or agents and such harm is not reasonably avoided. District's employees and agents will use their best efforts not to cause harm to the Mitigation Area improvements and District agrees to give Owner reasonable notice prior to entering the Mitigation Area improvements unless an emergency and then District will notify Owner as soon as reasonably practical under the circumstances. In addition, the Owner and District acknowledge that:

A. After receipt of notification of a claim or action against the District, the District shall notify the Owner, in writing within fifteen (15) consecutive calendar days or as reasonably practical, by registered or certified mail, of any such claim made or action filed against the District of the obligations indemnified against hereunder.

B. The Owner agrees to defend any such claims brought, or actions filed against the District, its agents, employees or commissioners, with respect to the subject of the indemnity contained herein, including but not limited to any claims of SFWMD, Broward County EP & GMD, the State of Florida DEP and/or the Federal EPA including, but not limited to claims associated with nutrient level criteria, whether such claims or actions are rightfully or wrongfully brought or filed. In case a claim should be brought or an action filed with respect to the subject of the indemnity herein, the District agrees that the Owner, may employ attorneys of their own selection to appear and defend the claim or action on behalf of the District at the expense of the Owner. The Owner shall have the primary authority for the direction of the defense and may make recommendations to the District concerning the acceptability of any promise or settlement of any claims or actions against the District. The District retains the right to reject any settlement offer which may be proposed pursuant to this Agreement and no settlement shall be made without approval by the District's Board of Commissioners, provided, however, District does not have the

right to reject a settlement and Owner, as applicable, shall not be required to obtain District's approval of a settlement involving only the payment of money by Owner, pursuant to the indemnity contained in this Agreement, provided that the settlement releases the District and its agents, employees and commissioners from any and all liability arising out of the proceeding being settled. Copies of all correspondence and pleadings associated with any litigation arising out of this paragraph shall be mailed to District and District's attorney and as directed by the District; and

C. In the event any employee or agent of the District is charged with a violation of any local, state or federal law as a result of damage sustained by the plants or other growth within the Mitigation Area, the Owner agrees to provide that employee or agent with legal representation to defend any and all charges filed against said employee or agent and to pay any and all costs, fines, or other penalties incurred by or assessed against the employee or agent and/or the District unless such employee or agent causes such damage willfully, wantonly or through gross negligence.

29. Both before and after completion of the Surface Water Management System, the Owner shall at all times provide the District with the name and phone number of an individual or individuals who shall be available to answer questions and complaints regarding the responsibility of maintenance of the Surface Water Management Area and adjacent drainage facilities.

30. Notwithstanding anything to the contrary in this Agreement, the Owner acknowledges that the assessment and lien rights which the District is entitled to exercise in the event the Owner or a successor owner fails or refuses to pay over to District all monies due the District arising out of this Agreement, shall be and are superior to any other lien rights of Owner or a successor owner which may be placed on any part of Subject Property before or after transfer of parcels or parts of parcels which comprise Subject Property. However, District acknowledges that Owner and said successor owner is not assigning District any voting or governance rights as part of the covenants contained in this Agreement.

31. All notices of request, demand and other communications hereunder shall be addressed to the parties as follows:

As to District:

South Broward Drainage District
Attn: District Director
6591 S.W. 160th Avenue
Southwest Ranches, Florida 33331

with a copy to:

Douglas R. Bell, Esquire
Cumberland Building, Suite 505
800 East Broward Boulevard
Fort Lauderdale, Florida 33301

As to Owner:

NAME AND ADDRESS

unless the address is changed by a party by notice given to the other parties. Notice shall be in writing, mailed certified mail, return receipt requested, postage prepaid and shall be deemed delivered when mailed or upon hand delivery to the address indicated. Notwithstanding the foregoing, notices, requests or demands or other communications referred to in this Agreement may be sent by facsimile, electronic mail, telegraph or private courier, but shall be deemed to have been given when received.

32. In the event of any litigation under this Agreement or litigation with respect to the enforcement of any liens of the District, the prevailing party shall be entitled to an award of its court costs and reasonable attorney's fees at trial and all appellate levels of judicial proceedings.

33. To the extent permitted by law, the indemnifications and hold harmless, as applicable, set forth in this Agreement shall survive the execution of this Agreement and the completion of all activities and/or construction to be completed by the Owner or its contractors, subcontractors, designees, or agents, and its successors or assigns in or on the Surface Water Management System.

34. In addition to this Agreement, the Owner is subject to all rules and regulations of the District regarding construction of the Surface Water Management System.

35. The District agrees to issue its permit to the Owner for construction of the Surface Water Management System contemplated herein in accordance with the terms and conditions of this Agreement.

36. No waiver of any provision of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted and any such written wavier shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

37. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which will constitute one and the same Agreement.

38. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors, assigns, grantees and to those persons who are specifically assigned in writing any rights or obligations hereunder. Further, this Agreement shall be a covenant running with the land described as Subject Property and as Mitigation Area and binding upon all owners of such land. The Owner shall disclose this Agreement in writing to all persons acquiring any portion of Subject Property and Mitigation Area subsequent to the date of this Agreement and any declaration of covenants, conditions or restrictions recorded with respect to Subject Property subsequent to the date of this Agreement shall specially refer to this Agreement.

39. This Agreement shall be construed and interpreted according to the laws of the State of Florida and the venue with respect to any litigation with respect to this Agreement shall be Broward County, Florida.

40. All terms and words used in this Agreement, regardless of the number and gender in which used, shall be deemed to include any other gender or number as the context or the use thereof may require.

41. This Agreement shall not be modified (and no purported modification thereof shall be effective) unless in writing and signed by the party to be charged.

42. The Exhibits hereto contain additional terms of this Agreement. Typewritten or handwritten provisions inserted in this agreement or exhibits (and initialed by the parties) shall control all printed provisions in conflict therewith.

43. Whenever approvals of any nature are required by any party to this agreement, it is agreed that same shall not be unreasonably withheld.

44. This Agreement shall be severable and if any part or portion of this Agreement shall be found to be invalid or unenforceable, such findings shall not affect the remainder of this Agreement.

45. This Agreement merges and supersedes any and all previous agreements on the subject matter between the parties, whether oral or written, and constitutes the entire agreement between the parties.

46. The District and Owner agree that notwithstanding anything in this Agreement or elsewhere to the contrary, Owner shall have the right to establish and record in the Public Records of Broward County, Florida, such use restrictions and covenants as the Owner shall determine with respect to

the Surface Water Management System and adjacent drainage facilities. Further, the Owner shall have the unconditional right to enforce said restrictions and covenants by all means allowable by law or such other means as may be contained in any instrument of record pertaining to such restrictions and covenants. The use restrictions and covenants established with respect to the Surface Water Management System, adjacent drainage facilities and other property as established by the Owner shall be deemed covenants running with the land. Notwithstanding the foregoing, in no event shall any of Owner's use restrictions or covenants interfere with the rights of the District pursuant to this Agreement and if a use or covenant is restricted or prohibited by the District, the Owner cannot override or exclude said restricted or prohibited use or covenant. The terms and provisions of this Paragraph shall survive the execution and delivery of this Agreement.

47. The Owner agrees that if it is necessary for District to remove any of the Mitigation Area improvements or Surface Water Management System constructed pursuant to this Agreement and restore the District's existing drainage system, or complete the Surface Water Management System, that the Owner will reimburse the District for any and all costs incurred to effect said removal, restoration and/or completion, including reasonable attorneys fees and costs expended in connection with such removal, restoration and/or completion.

48. The Owner agrees to reimburse District and pay for all reasonable attorneys fees and costs incurred by District in negotiating this Agreement and the cost of recording this Agreement in the Public Records of Broward County, Florida.

49. This Agreement shall be recorded in the public records of Broward County, Florida.

{Remainder of this page left intentionally blank}

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of:

"District"
(SOUTH BROWARD DRAINAGE DISTRICT)

_____
Witness Signature ↑

_____
Witness Printed Name ↑

_____
By: Scott Hodges, Chairperson

Attest:

_____
Witness Signature ↑

_____
Robert E. Goggin IV, Secretary

_____
Witness Printed Name ↑

STATE OF FLORIDA)
)§
COUNTY OF BROWARD)

The foregoing Agreement was acknowledged before me this ____ day of _____, 20___ by SCOTT HODGES and ROBERT E. GOGGIN, IV as Chairperson and Secretary, respectively of the SOUTH BROWARD DRAINAGE DISTRICT, a political subdivision of the State of Florida, on behalf of SOUTH BROWARD DRAINAGE DISTRICT. They are personally known to me.

WITNESS my hand and official seal in the county and state last aforesaid this _____ day of_____, 20___.

NOTARY SEAL OR STAMP

_____
NOTARY PUBLIC SIGNATURE

"Owner"

SHOW NAME OF OWNER

_____
Witness Signature ↑

_____
Witness Printed Name

_____ By: _____
Witness Signature ↑ Name, Title

_____
Witness Printed Name ↑

STATE OF FLORIDA)
) §
COUNTY OF)

The foregoing Agreement was acknowledged before me this _____ day of _____, 20___ by _____, as Owner, who (□ is personally known to me) or (□ has produced _____ as identification).

Witness my hand and official seal in the county and state last aforesaid this _____ day of _____, 20___.

NOTARY SEAL OR STAMP

_____
NOTARY PUBLIC SIGNATURE

EXHIBIT "A"

EXHIBIT "B"

SOUTH BROWARD DRAINAGE DISTRICT
CRITERIA MANUAL

APPENDIX B

SBDD STANDARD EASEMENT FORMS

Prepared by and Return to:

South Broward Drainage District
6591 Southwest 160 Avenue
Southwest Ranches, Florida 33331

Folio No:

DRAINAGE EASEMENT
(PROJECT NAME)

THIS DRAINAGE EASEMENT is granted this _____ day of _____, 20____, by **PROPERTY OWNER** whose address is _____ _____, hereinafter referred to as "Grantor" to **SOUTH BROWARD DRAINAGE DISTRICT**, a political subdivision of the State of Florida, located at 6591 S.W. 160th Avenue, Southwest Ranches, Florida 33331, hereinafter referred to as "District".

WITNESSETH:

That the Grantor, for and in consideration of the sum of ten dollars ($10.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant and convey:

(1) To District, its successors and assigns, a perpetual and non-exclusive Drainage Easement for the construction and maintenance of drainage facilities, together with any necessary appurtenances incidental and necessary thereto, over, across and through the real properties described in Exhibit "A" attached hereto and made a part hereof ("Drainage Easement Area"), together with free ingress and egress across said Drainage Easement Area for the purpose of constructing, maintaining and repairing the drainage system and appurtenances contained therein.

(2) Grantor acknowledges that the easement granted herein is non-exclusive, and should any easements over the same property be granted, subsequent to the date of this easement, the holder of any such subsequent easements shall be required to obtain approval from the District for the use of the Drainage Easement Area.

(3) The rights granted herein to the District may be released or modified by a written, recordable release or modification approved by the Grantor and executed by the District.

(4) This Easement is subject to the existing and proposed improvements within the Drainage Easement Area as shown on Exhibit "B" attached hereto and made a part hereof. No other improvements, trees, landscaping or encroachments including utilities shall be placed within the Drainage Easement Area without the approval of and a permit from the District.

(5) Grantor acknowledges that Grantor and Grantor's successors and assigns shall be responsible for construction and maintenance of all drainage facilities constructed within the Drainage Easement Area and that District shall have the right but not the obligation to maintain said drainage facilities.

(6) Grantor further acknowledges that in the event the District incurs any expenses in maintaining or repairing the drainage facilities within the Drainage Easement Area, Grantor and Grantors successors and assigns shall reimburse District for said expenses including attorney's fees and costs to collect said expenses.

However, before incurring any expenses, except in an emergency, District shall provide written notice to Grantor at least five (5) working days prior to performing any work to maintain or repair said drainage facilities. During this period of time, Grantor or Grantor's successors and assigns may perform the work proposed by District or notify District that Grantor will perform said work to District's requirements.

IN WITNESS WHEREOF, said Grantor has caused these presents to be signed in its name by its proper officer(s), the day and year above written.

Signed, sealed and delivered
in the presence of:

"Grantor"

PROPERTY OWNER

_____
Witness Signature ↑

_____
NAME AND TITLE

_____
Witness Printed Name ↑

_____
Witness Signature ↑

_____
Witness Printed Name ↑

STATE OF FLORIDA)
) §
COUNTY OF)

The foregoing Drainage Easement is acknowledged before me this _____ day of _____, 20___ by **NAME, as TITLE of PROPERTY OWNER**, as Grantor, who (□ is personally known to me) or (□ has produced _____ as identification).

Witness my hand and official seal in the county and state last aforesaid this _____ day of _____, 20___.

[NOTARY SEAL AND STAMP]

_____
NOTARY PUBLIC SIGNATURE

Prepared By and Return To:

South Broward Drainage District
6591 S.W. 160th Ave.
Southwest Ranches, FL 33331

Folio Nº

DRAINAGE, FLOWAGE AND STORAGE EASEMENT
(PROJECT NAME)

THIS DRAINAGE, FLOWAGE AND STORAGE EASEMENT is granted this ____ day of _____, 20____, by **PROPERTY OWNER**, whose address is _____ _____, hereinafter referred to as "Grantor", to **SOUTH BROWARD DRAINAGE DISTRICT**, a political subdivision of the State of Florida, located at 6591 Southwest 160th Avenue, Southwest Ranches, Florida 33331, hereinafter referred to as "District".

W I T N E S S E T H:

That the Grantor, for and in consideration of the sum of ten dollars ($10.00) and other good and valuable consideration in hand paid by District, the receipt whereof is hereby acknowledged, does hereby grant and convey

(1) To District, its successors and assigns, a perpetual and exclusive Drainage, Flowage and Storage Easement ("Easement") for the construction and maintenance of DESCRIPTION OF LAKES at PROJECT NAME for flowage and storage of stormwater together with any necessary appurtenances incidental and necessary thereto, over, across and through the real property described in Exhibit "A" attached hereto and made a part hereof ("Drainage, Flowage and Storage Easement Area"), together with free ingress, egress and regress across said Drainage, Flowage and Storage Easement Area for the purpose of constructing, maintaining and repairing the drainage system and appurtenances contained therein.

(2) Grantor acknowledges that the Easement granted herein to the District is exclusive, and should any easements over the same property be granted, subsequent to the date of this Easement, the holder of any such subsequent easement shall be required to obtain approval from the District for the use of the Drainage, Flowage and Storage Easement Area.

(3) The rights granted herein to the District may be released or modified by a written, recordable release or modification approved by the grantor and executed by the District.

(4) No improvements shall be placed within the Drainage, Flowage and Storage Easement Area without the approval of and a permit from the District.

(5) Grantor acknowledges that Grantor and Grantor's successors and assigns shall be responsible for construction and maintenance of the lakes constructed within the Drainage, Flowage and Storage Easement Area and that District shall have the right but not the obligation to maintain said area.

(6) Grantor further acknowledges that in the event the District incurs any expenses in maintaining or repairing the lakes within the Drainage, Flowage and Storage Easement Area, Grantor and Grantor's successors and assigns shall reimburse District for said expenses including attorney's fees and costs to collect said expenses. However, before incurring any expenses, except in an emergency, District shall provide written notice to Grantor and Grantor's successors and assigns at least five (5) working days prior to performing any work to maintain or repair said drainage facilities. During this period of time, Grantor and Grantor's successors and assigns may perform the work proposed by

District or notify District that Grantor will perform said work to District's requirements.

IN WITNESS WHEREOF, said Grantor has caused these presents to be signed in its name by its proper officer(s), the day and year first above written.

Signed, sealed and delivered
in the presence of:

"Grantor"
PROPERTY OWNER

_____
Witness Signature ↑

_____
NAME AND TITLE

_____
Witness Printed Name

_____
Witness Signature ↑

_____
Witness Printed Name ↑

STATE OF FLORIDA)
) §
COUNTY OF)

The foregoing Drainage, Flowage and Storage Easement is acknowledged before me this _____ day of _____, 20____ by **NAME, as TITLE of PROPERTY OWNER**, as Grantor, who (□ is personally known to me) or (□ has produced _____ as identification).

Witness my hand and official seal in the county and state last aforesaid this _____ day of _____, 20___.

[NOTARY SEAL, STAMP]

_____
NOTARY PUBLIC SIGNATURE

Prepared By and Return To:

South Broward Drainage District
6591 S.W. 160th Avenue
Southwest Ranches, Florida 33331
(954) 680-3337

Folio Nº:

LAKE MAINTENANCE EASEMENT
(PROJECT NAME)

THIS LAKE MAINTENANCE EASEMENT is granted this _____ day of _____, 20___, by **PROPERTY OWNER**, whose address is _____ _____, hereinafter referred to as "Grantor" to **SOUTH BROWARD DRAINAGE DISTRICT**, a political subdivision of the State of Florida, located at 6591 S.W. 160th Avenue, Southwest Ranches, Florida 33331, hereinafter referred to as "District".

W I T N E S S E T H:

That the Grantor, for and in consideration of the sum of ten dollars ($10.00) and other good and valuable consideration in hand paid by District, the receipt whereof is hereby acknowledged, does hereby grant and convey

(1) To District, its successors and assigns, a perpetual and non-exclusive Lake Maintenance Easement for access to and maintenance of an adjacent lake or water body, together with any necessary appurtenances incidental and necessary thereto, over, across and through the real properties described in Exhibit "A" attached hereto and made a part hereof ("Lake Maintenance Easement Area"), together with free ingress and egress across said Lake Maintenance Easement Area for the purpose of constructing, maintaining and repairing the adjacent lake or water body and appurtances contained therein.

(2) Grantor acknowledges that the easement granted to the District herein is non-exclusive, and should any easements over the same property be granted, subsequent to the date of this easement, the holder of any such subsequent easement shall be required to obtain approval from the District for the use of the Lake Maintenance Easement Area.

(3) The rights granted herein to the District may be released or modified by a written, recordable release or modification approved by the Grantor and executed by the District.

(4) This Easement is subject to the existing and proposed improvements within the Lake Maintenance Easement Area as shown on Exhibit "B" attached hereto and made a part hereof. No other improvements, trees, landscaping or encroachments including utilities shall be placed within the Lake Maintenance Easement Area without the approval of and a permit from the District.

(5) Grantor acknowledges that Grantor and Grantor's successors and assigns shall be responsible for construction and maintenance of all drainage facilities

constructed within the Lake Maintenance Easement Area and adjacent lake or water body, and that District shall have the right but not the obligation to maintain said drainage facilities.

(6) Grantor further acknowledges that in the event the District incurs any expenses in maintaining or repairing the drainage facilities within the Lake Maintenance Easement Area, Grantor and Grantors successors and assigns shall reimburse District for said expenses including attorney's fees and costs to collect said expenses. However, before incurring any expenses, except in an emergency, District shall provide written notice to Grantor at least five (5) working days prior to performing any work to maintain or repair said drainage facilities. During this period of time, Grantor or Grantor's successors and assigns may perform the work proposed by District or notify District that Grantor will perform said work to District's requirements.

IN WITNESS WHEREOF, said Grantor has caused these presents to be signed in its name by its proper officer(s), the day and year above written.

Signed, sealed and delivered
in the presence of:

"Grantor"

PROPERTY OWNER

_____
Witness Signature ↑

By:_____
NAME AND TITLE

_____
Witness Printed Name ↑

_____
Witness Signature ↑

_____
Witness Printed Name ↑

STATE OF)
) §
COUNTY OF)

The foregoing Lake Maintenance Easement is acknowledged before me this _____ day of _____, 20___ by **NAME, as TITLE of PROPERTY OWNER**, who (□ is personally known to me) or (□ has produced _____ as identification).

Witness my hand and official seal in the county and state last aforesaid this _____ day of _____, 20___.

[NOTARY SEAL AND STAMP]

_____
NOTARY PUBLIC SIGNATURE

Prepared by and Return to:

South Broward Drainage District
6591 Southwest 160 Avenue
Southwest Ranches, Florida 33331

Folio No:

BOAT RAMP/LAKE ACCESS EASEMENT
(PROJECT NAME)

THIS BOAT RAMP/LAKE ACCESS EASEMENT is granted this ____ day of _____, 20__, by **PROPERTY OWNER,** whose address is _____, hereinafter referred to as "Grantor" to SOUTH BROWARD DRAINAGE DISTRICT, a political subdivision of the State of Florida, located at 6591 S.W. 160th Avenue, Southwest Ranches, Florida 33331, hereinafter referred to as "District"

WITNESSETH:

That the Grantor, for and in consideration of the sum of ten dollars ($10.00) and other good and valuable consideration in hand paid by District receipt whereof is hereby acknowledged, does hereby grant and convey:

(1) To District, its successors and assigns, a perpetual and exclusive Boat Ramp/Lake Access Easement for the construction and maintenance of a boat ramp and for access to an adjacent lake/water body, together with any necessary appurtenances incidental and necessary thereto, over, across and through the real properties described in Exhibit "A" attached hereto and made part hereof ("Boat Ramp/Lake Access Easement Area"), together with free ingress and egress across said Boat Ramp/Lake Access Easement Area for the purpose of constructing, maintaining and repairing the boat ramp and appurtances contained therein.

(2) Grantor acknowledges that the easement granted to the District herein is exclusive, and should any easements over the same property be granted, subsequent to the date of this easement, the holder of any such subsequent easement shall be required to obtain approval from the District for the use of the Boat Ramp/Lake Access Easement Area.

(3) The rights granted herein to the District may be released or modified by a written, recordable release or modification approved by the Grantor and executed by the District.

(4) This Easement is subject to the existing and proposed improvements within the Boat Ramp/Lake Access Easement Area as shown on Exhibit "B" attached hereto and made a part hereof. No other improvements, trees, landscaping or encroachments including utilities shall be placed within the Boat Ramp/Lake Access Easement Area without the approval of and a permit from the District.

(5) Grantor acknowledges that Grantor and Grantor's successors and assigns shall be responsible for construction and maintenance of all drainage facilities constructed within the Boat Ramp/Lake Access Easement Area and that District shall have the right but not the obligation to maintain said drainage facilities.

(6) Grantor further acknowledges that in the event the District incurs any expenses in maintaining or repairing the drainage facilities within the Boat Ramp/Lake Access Easement Area, Grantor and Grantors successors and assigns shall reimburse District for said expenses including attorney's fees and costs to collect said expenses.

However, before incurring any expenses, except in an emergency, District shall provide written notice to Grantor at least five (5) working days prior to performing any work to maintain or repair said drainage facilities. During this period of time, Grantor or Grantor's successors and assigns may perform the work proposed by District or notify District that Grantor will perform said work to District's requirements.

IN WITNESS WHEREOF, said Grantor has caused these presents to be signed in its name by its proper officer(s), the day and year above written:

Signed, sealed and delivered
in the presence of:

'Grantor'

PROPERTY OWNER

_____
Witness Signature ↑

By:_____
NAME AND TITLE

_____
Witness Printed Name ↑

_____
Witness Signature ↑

_____
Witness Printed Name ↑

STATE OF FLORIDA)
) §
COUNTY OF)

The foregoing Boat Ramp/Lake Access Easement is acknowledged before me this _____ day of _____, 20__ by NAME, as TITLE of PROPERTY OWNER as Grantor and who [☐ is personally known to me] [☐ has produced _____ as identification].

Witness my hand and official seal in the county and state last aforesaid this _____ day of _____, 20__.

[NOTARY SEAL AND STAMP]

_____
NOTARY PUBLIC SIGNATURE

SOUTH BROWARD DRAINAGE DISTRICT
CRITERIA MANUAL

APPENDIX C

SBDD BASIN CHARACTERISTICS FOR INDIVIDUAL DRAINAGE BASINS

BASIN CHARACTERISTICS
BASIN S-1

GENERAL

BASIN AREA	(AC)	4160
PERVIOUS AREA	(AC)	2092 (51%)
IMPERVIOUS AREA	(AC)	1913 (46%)
LAKE AREA	(AC)	155 (3%)
CONTROL ELEVATION	(FT NGVD)	2.50
10-YEAR 3-DAY FLOOD ELEVATION (MINIMUM ROAD CROWN)	(FT NGVD)	6.50
100-YEAR 3-DAY FLOOD ELEVATION (MINIMUM FINISHED FLOOR ELEVATION)	(FT NGVD)	8.00

Note:
All undeveloped areas are required to have a minimum of 15% water management area and to comply with all SFWMD and SBDD Criteria.

S.F.W.M.D. PERMIT CONDITIONS (PERMIT # 06-00826-S)

DISCHARGE CONTROL STRUCTURE		PUMP STA
DISCHARGE CAPACITY	(CFS)	425
RECEIVING WATER		SFWMD C-9

CANAL

CANAL NAME		SBDD No 1
LENGTH	(FT)	21,000
MANNING'S "n"		0.033

BASIN CHARACTERISTICS
BASINS S-2, S-7 & S-13

GENERAL

TOTAL BASIN AREA	(AC)	9550
TOTAL PERVIOUS AREA	(AC)	3670 (44%)
TOTAL IMPERVIOUS AREA	(AC)	4130 (38%)
LAKE AREA	(AC)	1750 (18%)
DESIGN CONTROL ELEVATION		
Basins S-2 and S-7	(FT NGVD)	2.70
Basin S-13	(FT NGVD)	3.00
10-YEAR 3-DAY FLOOD ELEVATION (MINIMUM ROAD CROWN)	(FT NGVD)	6.00
100-YEAR 3-DAY FLOOD ELEVATION (MINIMUM FINISHED FLOOR ELEVATION)	(FT NGVD)	7.50

Note:
All undeveloped areas are required to have a minimum of 20% water management area and to comply with all SFWMD and SBDD Criteria.

S.F.W.M.D. PERMIT CONDITIONS
(PERMIT #'S 06-00295-S, 06-0373-S & 06-00898-S)

DISCHARGE CONTROL STRUCTURE		PUMP STA
DISCHARGE CAPACITY		
SBDD Canal No 2 (Palm Avenue Canal)	(CFS)	300
SBDD Canal No 3 (Flamingo Road Canal)	(CFS)	222
TOTAL	(CFS)	522
RECEIVING WATER		SFWMD C-9

CANAL

CANAL NAME		SBDD No 2
LENGTH	(FT)	21,000
CANAL NAME		SBDD No 3
LENGTH	(FT)	26,500
MANNING'S "n"		0.033

BASIN CHARACTERISTICS
BASIN S-3

GENERAL

TOTAL BASIN AREA	(AC)	5810
TOTAL PERVIOUS AREA	(AC)	2577 (44.3%)
TOTAL IMPERVIOUS AREA	(AC)	2124 (36.6%)
LAKE AREA	(AC)	1109 (19.1%)
DESIGN CONTROL ELEVATION	(FT NGVD)	3.00
Lido Isles (Figure II-C-3)	(FT NGVD)	3.50
10-YEAR 3-DAY FLOOD ELEVATION (MINIMUM ROAD CROWN)	(FT NGVD)	6.50
100-YEAR 3-DAY FLOOD ELEVATION (MINIMUM FINISHED FLOOR ELEVATION)	(FT NGVD)	8.00

Note:
All undeveloped areas are required to have a minimum of 20% water management area and to comply with all SFWMD and SBDD minimum design criteria.

S.F.W.M.D. PERMIT CONDITIONS (PERMIT # 06-00095-S)

DISCHARGE CONTROL STRUCTURE		PUMP STA
DISCHARGE CAPACITY	(CFS)	200
RECEIVING WATER		SFWMD C-9

CANAL

CANAL NAME		SBDD No 4
LENGTH	(FT)	15,000
MANNING'S "n"		0.033

BASIN CHARACTERISTICS
BASIN S-4

GENERAL

TOTAL BASIN AREA	(AC)	1988
TOTAL PERVIOUS AREA	(AC)	913 (46%)
TOTAL IMPERVIOUS AREA	(AC)	512 (26%)
LAKE AREA	(AC)	563 (28%)
DESIGN CONTROL ELEVATION	(FT NGVD)	3.50
10-YEAR 3-DAY FLOOD ELEVATION (MINIMUM ROAD CROWN)	(FT NGVD)	6.00
100-YEAR 3-DAY FLOOD ELEVATION (MINIMUM FINISHED FLOOR ELEVATION)	(FT NGVD)	7.50

Note:
All undeveloped areas are required to have a minimum of 20% water management area and to comply with all SFWMD and SBDD minimum design criteria.

S.F.W.M.D. PERMIT CONDITIONS (PERMIT # 06-01835-S)

DISCHARGE CONTROL STRUCTURE		PUMP STA
DISCHARGE CAPACITY	(CFS)	70
RECEIVING WATER		SFWMD C-9

CANAL

N/A

BASIN CHARACTERISTICS
BASIN S-5

GENERAL

TOTAL BASIN AREA	(AC)	7840
TOTAL PERVIOUS AREA	(AC)	1730 (22%)
TOTAL IMPERVIOUS AREA	(AC)	1655 (21%)
WATER MANAGEMENT AREA	(AC)	1810 (23%)
MITIGATION	(AC)	450 (6%)
PRESERVE (SFWMD)	(AC)	2195 (28%)
DESIGN CONTROL ELEVATION		
Sub-Basins No 1 (Figure II-E-2)	(FT NGVD)	4.00
Sub-Basins No 2 (Figure II-E-2)	(FT NGVD)	4.25
Sub-Basins No 3 (Figure II-E-2)	(FT NGVD)	4.50
10-YEAR 3-DAY FLOOD ELEVATION		
Sub-Basins No 1	(FT NGVD)	6.00
Sub-Basins No 2	(FT NGVD)	6.50
Sub-Basins No 3	(FT NGVD)	6.50
(MINIMUM ROAD CROWN)		
100-YEAR 3-DAY FLOOD ELEVATION		
Sub-Basins No 1	(FT NGVD)	7.50
Sub-Basins No 2	(FT NGVD)	8.00
Sub-Basins No 3	(FT NGVD)	8.00
(MINIMUM FINISHED FLOOR ELEVATION)		

Note:

All undeveloped areas are required to have a minimum of 20% water management area and to comply with all SFWMD and SBDD minimum design criteria.

S.F.W.M.D. PERMIT CONDITIONS (PERMIT # 06-01401-S)

DISCHARGE CONTROL STRUCTURE		PUMP STA
DISCHARGE CAPACITY	(CFS)	180
RECEIVING WATER		SFWMD C-9

CANAL

N/A

BASIN CHARACTERISTICS
BASIN S-8

GENERAL

TOTAL BASIN AREA	(AC)	6100
TOTAL PERVIOUS AREA	(AC)	3610 (59%)
TOTAL IMPERVIOUS AREA	(AC)	1775 (29%)
LAKE AREA	(AC)	715 (12%)
DESIGN CONTROL ELEVATION	(FT NGVD)	3.50
Ivanhoe (See Figure II-G-3)	(FT NGVD)	4.00
10-YEAR 3-DAY FLOOD ELEVATION	(FT NGVD)	6.00
Ivanhoe (See Figure II-G-3)	(FT NGVD)	6.50
(MINIMUM ROAD CROWN)		
100-YEAR 3-DAY FLOOD ELEVATION	(FT NGVD)	7.50
Ivanhoe (See Figure II-G-3)	(FT NGVD)	8.00
(MINIMUM FINISHED FLOOR ELEVATION)		

Note:
All undeveloped areas are required to have a minimum of 20% water management area and to comply with all SFWMD and SBDD minimum design criteria.

S.F.W.M.D. PERMIT CONDITIONS (PERMIT # 06-01400-S)

DISCHARGE CONTROL STRUCTURE		PUMP STA
DISCHARGE CAPACITY	(CFS)	330
RECEIVING WATER		SFWMD C-11

CANAL

CANAL NAME		SBDD No 10
LENGTH	(FT)	10,550
CANAL NAME		SBDD No 11
LENGTH	(FT)	14,500
MANNING'S "n"		0.033

BASIN CHARACTERISTICS
BASIN S-9 & 10

GENERAL

TOTAL BASIN AREA	(AC)	6925
TOTAL PERVIOUS AREA	(AC)	3265 (47%)
TOTAL IMPERVIOUS AREA	(AC)	2410 (35%)
LAKE AREA	(AC)	1250 (18%)
DESIGN CONTROL ELEVATION	(FT NGVD)	4.00
10-YEAR 3-DAY FLOOD ELEVATION (MINIMUM ROAD CROWN)	(FT NGVD)	6.50
100-YEAR 3-DAY FLOOD ELEVATION (MINIMUM FINISHED FLOOR ELEVATION)	(FT NGVD)	8.00

Note:
All undeveloped areas are required to have a minimum of 20% water management area and to comply with all SFWMD and SBDD minimum design criteria.

S.F.W.M.D. PERMIT CONDITIONS (PERMIT # 06-01400-S)

DISCHARGE CONTROL STRUCTURES		FLOOD GATES
MAXIMUM ALLOWABLE DISCHARGE		
SBDD Canal No. 12	(CFS)	121
SBDD Canal No. 13	(CFS)	121
SBDD Canal No. 13A	(CFS)	121
RECEIVING WATER		SFWMD C-11

CANAL

CANAL NAME		SBDD No 12
LENGTH	(FT)	11,700
MANNING'S "n"		0.033
CANAL NAME		SBDD No 13
LENGTH	(FT)	11,700
MANNING'S "n"		0.033
CANAL NAME		SBDD No 13A
LENGTH	(FT)	6,300
MANNING'S "n"		0.033

BASIN CHARACTERISTICS
BASIN S-12

GENERAL

TOTAL BASIN AREA	(AC)	1600
TOTAL PERVIOUS AREA	(AC)	N/A
TOTAL IMPERVIOUS AREA	(AC)	N/A
LAKE AREA	(AC)	N/A
DESIGN CONTROL ELEVATION	(FT NGVD)	3.00
10-YEAR 3-DAY FLOOD ELEVATION (MINIMUM ROAD CROWN)	(FT NGVD)	6.50
100-YEAR 3-DAY FLOOD ELEVATION (MINIMUM FINISHED FLOOR ELEVATION)	(FT NGVD)	7.50

Note:
All undeveloped areas are required to have a minimum of 20% water management area and to comply with all SFWMD and SBDD minimum design criteria.

S.F.W.M.D. PERMIT CONDITIONS

DISCHARGE CONTROL STRUCTURES	GRAVITY
DISCHARGE CAPACITY	*
RECEIVING WATER	SFWMD C-9

* Based on SFWMD Allowable Discharge of 3/4" per acre per day

CANAL

CANAL NAME		SFWMD C-9
LENGTH	(FT)	N/A
MANNING'S "n"		N/A

SOUTH BROWARD DRAINAGE DISTRICT
CRITERIA MANUAL

APPENDIX D

5-YEAR DRAINAGE RECERTIFICATION FORMS AND GUIDELINES

SOUTH BROWARD DRAINAGE DISTRICT
5-YEAR OPERATIONS AND MAINTENANCE PERMIT GUIDELINES

The following guidelines shall apply to all 5-Year Drainage Re-Certifications performed within the South Broward Drainage District (SBDD).

1. SBDD shall notify the property owner of the requirement for the 5-Year Drainage Re-certification approximately 60 days in advance of the due date.
2. For properties that are less than 1 acre in size, and where drainage systems that are comprised of five (5) or less drainage structures on the property, the property owner may process the 5-year drainage re-certification without the aid of a Professional Engineer. However, it is recommended that the knowledge and expertise of a Professional Engineer be utilized on all 5-year Drainage Re-Certifications.
3. For all other properties, the 5-Year Drainage Re-Certification shall be provided by a Registered Professional Engineer.
4. The following steps shall be followed:
    a. The Engineer shall obtain all relevant information on the existing drainage system, including, but not limited to, the approved as-built drawings.
    b. The Engineer shall review the existing drainage information and familiarize himself/herself on the original design and intent of the system.
    c. The Engineer shall perform a site inspection of the entire drainage system and determine what, if any, maintenance and repair work is required in order to re-certify the drainage system in accordance with the Engineer's Certification Form.
    d. The property owner shall coordinate, as necessary, to complete all of the required maintenance and repair work as denoted by the Engineer. Where required by SBDD or the local municipality, the work shall be performed by a licensed Contractor.
    e. The Engineer shall perform a follow-up inspection to verify that all of the required maintenance and repair work has been completed.
    f. The Engineer shall submit the Engineer's Certification Form and permit fees to SBDD and shall schedule a final inspection with SBDD for the 5-Year Drainage Re-Certification.
    g. Upon completion of all outstanding items and acceptance by SBDD, SBDD shall issue the Operations and Maintenance Permit.
5. The Engineer's site inspection and certification shall include the following items:
    a. Catch basin grates, manhole covers and outfalls are to be free of obstructions.
    b. Probe catch basins for mud, debris, silt, etc. (Depth of material in a pipe shall not exceed 5% of the diameter of the pipe and the depth of material in a catch basin sump shall not exceed 5% of the distance from the bottom of the structure to the lowest pipe invert).
    c. Check headwalls for deterioration and any signs of erosion.
    d. Check for broken grates.
    e. Check weirs and baffles installation (12" min. sump clearance from bottom of structure to bottom of baffle, if applicable)

f. Check for areas of sunken or deteriorated pavement which may be a sign of a drainage problem.
g. Check for modifications to swales and retention areas.
h. Check for proper maintenance of swale and retention areas.
i. Check flumes.
j. Check for alterations to original design and construction of drainage system.
k. Check for landscaping which may have been planted over drainage pipes.

SOUTH BROWARD DRAINAGE DISTRICT

5-YEAR OPERATIONS AND MAINTENANCE PERMIT
ENGINEER'S CERTIFICATION FORM

I hereby certify that to the best of my knowledge and belief, the drainage system for NAME OF PROJECT is functioning in a manner that is in substantial conformation with the drainage system originally approved, permitted and constructed. This certification is based upon an inspection conducted by me or my designated representative, on _____; and based upon this inspection, it has been determined that the drainage system for the above-referenced project is consistent with the approved as-built drawings, except as noted below:

List of deviations from approved as-built drawings (add additional pages as necessary):

_____

_____

_____

_____

I further certify that to the best of my knowledge and belief:

1. All catch basin grates, storm manhole covers and outfalls are free of obstructions.
2. All catch basins were probed during the inspection and are substantially free of mud, debris, silt etc.
3. All drainage pipes are operating in a satisfactory manner with no obstructions of flow that would require additional inspections or investigation.
4. There are no areas of sunken pavement that in my professional opinion are likely to be result of a failure of the drainage system.
5. There are no deteriorated headwalls or broken grates.
6. Approved weirs and baffles are properly secured and in place; and are functioning as intended.
7. Swales and retention/detention areas have not been modified; are being maintained properly; are free of invasive vegetation; are functioning as intended.
8. The drainage system has not been altered, except as noted above.

_____ _____

Signature Date

_____ _____

Print Name License Number

SEAL

Notes:

1. The term "substantially free..." shall mean that the depth of material in a pipe shall not exceed 5% of the diameter of the pipe, and the depth of material in a sump shall not exceed 5% of the distance from the bottom of the structure to the lowest pipe invert.

2. The engineer's inspection shall include, but not be limited to, a visual inspection of all outfalls, grates, storm manhole covers, weirs, baffles, manholes and catch basins and the probing of all manholes and catch basins. The inspection of pipes is only required if the engineer concludes that there is evidence to warrant it.

3. This certification includes the following summary of landscaping that is existing over drainage pipes:

_____

_____

_____

_____

_____

_____

_____

_____

SOUTH BROWARD DRAINAGE DISTRICT
5-YEAR OPERATIONS AND MAINTENANCE PERMIT
OWNER'S CERTIFICATION FORM

I hereby certify that to the best of my knowledge and belief, the drainage system for NAME OF PROJECT is functioning in a manner that is in substantial conformation with the drainage system originally approved, permitted and constructed. This certification is based upon an inspection conducted by me or my designated representative, on _____; and based upon this inspection, it has been determined that the drainage system for the above-referenced project is consistent with the approved as-built drawings, except as noted below:

List of deviations from approved as-built drawings (add additional pages as necessary):

_____

_____

_____

_____

I further certify that to the best of my knowledge and belief:

1. All catch basin grates, storm manhole covers and outfalls are free of obstructions.
2. All catch basins were probed during the inspection and are substantially free of mud, debris, silt etc.
3. All drainage pipes are operating in a satisfactory manner with no obstructions of flow that would require additional inspections or investigation.
4. There are no areas of sunken pavement that in my professional opinion are likely to be result of a failure of the drainage system.
5. There are no deteriorated headwalls or broken grates.
6. Approved weirs and baffles are properly secured and in place; and are functioning as intended.
7. Swales and retention/detention areas have not been modified; are being maintained properly; are free of invasive vegetation; are functioning as intended.
8. The drainage system has not been altered, except as noted above.

_____ _____

Signature Date

_____

Print Name

_____

Company

Notes:

1. The term "substantially free..." shall mean that the depth of material in a pipe shall not exceed 5% of the diameter of the pipe, and the depth of material in a sump shall not exceed 5% of the distance from the bottom of the structure to the lowest pipe invert.

2. The engineer's inspection shall include, but not be limited to, a visual inspection of all outfalls, grates, storm manhole covers, weirs, baffles, manholes and catch basins and the probing of all manholes and catch basins. The inspection of pipes is only required if the engineer concludes that there is evidence to warrant it.

3. This certification includes the following summary of landscaping that is existing over drainage pipes:

_____

_____

_____

_____

_____

_____

_____

_____

SOUTH BROWARD DRAINAGE DISTRICT
CRITERIA MANUAL

APPENDIX E

SBDD STANDARD INDEMNIFICATION AND HOLD HARMLESS AGREEMENT FOR RESIDENTIAL PROPERTIES

Prepared by: SOUTH BROWARD DRAINAGE DISTRICT
6591 SOUTHWEST 160 AVENUE
SOUTHWEST RANCHES, FL. 33331

Return to: SOUTH BROWARD DRAINAGE DISTRICT
6591 SOUTHWEST 160 AVENUE
SOUTHWEST RANCHES, FL. 33331

Folio No.:

PERMIT AGREEMENT
(FOR IMPROVEMENTS WITHIN EASEMENTS LOCATED ON PROPERTY OWNERS PROPERTY ONLY)

THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between SOUTH BROWARD DRAINAGE DISTRICT, a political subdivision of the State of Florida, hereinafter referred to as "District", whose address is 6591 S. W. 160th Avenue, Southwest Ranches, Florida 33331 and _____, hereinafter referred to as "Property Owners", whose address is _____.

WITNESSETH

WHEREAS, District is a political subdivision of the State of Florida charged with the responsibility of effecting drainage and water management within its geographical boundaries and approving all subdivision plats and development plans affecting lands within its geographical boundaries; and

WHEREAS, Property Owners are the owners of the property described in Exhibit "A" attached hereto and incorporated herein in its entirety, hereinafter referred to as "Subject Property" and which is further identified by Broward County Property Appraiser Folio No._____; and

WHEREAS, Subject Property lies completely within the geographical boundaries of District; and

WHEREAS, a _____ easement (hereinafter referred to as "Easement") dedicated to the District is located on the Subject Property which is adjacent to a lake/water body owned by the District or over which the District has a flowage easement, lake easement and/or other easement rights and which the District either maintains or has the right to maintain; and

WHEREAS, District has established, in accordance with its rule making authority, that no improvements can be placed or constructed in or over any lake maintenance easement, drainage easement, flowage easement or other property owned by the District or over which the District has permitting authority without approval and authorization by the District; and

WHEREAS, Property Owners desire an approval from District for themselves, their successors, assigns and heirs for the purpose of obtaining a permit to construct _____ hereinafter referred to as ("Improvements"), within the Easement; and

WHEREAS, as a condition of the Improvements within the Easement, District requires that certain minimum criteria be complied with and that Property Owners enter into a hold harmless agreement indemnifying District from any and all claims, losses, damage and expenses, arising out of the construction of the Improvements within the Easement; and

WHEREAS, the District's rules, regulations and criteria and the standard permit form issued by District provide that if construction of the Improvements is permitted within the Easements, the Property Owners shall remove that portion of the Improvements which interfere with the operations of the District upon request by the District; and

WHEREAS, the District has determined that due to the method District utilizes in maintaining the lake/water body adjacent to Subject Property, it is unlikely that District will require the removal of the Improvements from the Easement; and

WHEREAS, except as otherwise provided for in this Agreement, the District agrees to delete and rescind the right of District to require Property Owner to remove the Improvements from the Easement; and

WHEREAS, the decision of District's right to require removal of the Improvements from the Easement on Subject Property is based on District's review of District's requirements and obligations to maintain the adjacent lake and easements from the Easement located on Subject Property and is not to be construed or interpreted as a determination by District or change in policy or criteria of District that similar improvements constructed within District's easements located on other property adjacent to the lake or water body that Subject Property abuts or any other lake within the District will not have to be removed in the event the District requires said removal for drainage purposes or to maintain the facilities of the District; and

WHEREAS, nothing contained herein shall be interpreted or construed as deleting or modifying any other condition of the District's permit to property owners or the District's rules, regulations and criteria, unless specifically provided for in this agreement; and

WHEREAS, as a condition of allowing the Improvements to be constructed within the Easement and rescinding District's right to require removal of the Improvements, District requires that Property Owners enter into a hold harmless agreement indemnifying District from any and all claims, losses, damage and expenses, arising out of the construction of the Improvements within the Easement; and

WHEREAS, District has determined and approved by South Broward Drainage District Resolution No. 2012-10 that Property Owners owning property adjacent to lakes and certain other water bodies within the District may obtain a permit without Board approval for construction of Improvements within the District's easements so long as the property owners enter into an Indemnification and Hold Harmless Agreement with the District and comply with all other District criteria for obtaining said permit, and;

WHEREAS, District and Property Owners are desirous of entering into an agreement to permit the construction of the Improvements within the easement and to rescind District's right to require removal of the Improvements;

NOW, THEREFORE, in consideration of the premises and Ten and No/100 Dollars ($10.00) and other good and valuable considerations from each to the other, the receipt and sufficiency of which are hereby acknowledged by District and Property Owners, each intending to be legally bound, do hereby represent, warrant and covenant and agree as follows:

1. The foregoing statements are true and correct and are incorporated herein by reference as though set forth verbatim.

2. District agrees to issue permits to Property Owners permitting construction of Improvements within the Easement, provided Property Owners first submit to District for approval, construction plans which are in substantial compliance with the minimum criteria established by District and as stated above. The proposed plans or sketch for these Improvements are attached to this agreement as Exhibit "B".

3. All subsequent owners of Subject Property shall be bound by this Agreement which shall be a covenant running with the land.

4. Property Owners do hereby agree for themselves and their successors, assigns and heirs, with respect to Subject Property on which the Improvements are constructed within the Easement, to indemnify District and hold it harmless from any claims, losses, damages or expenses, specifically and exclusively arising out of the construction of the Improvements within the Easement and also following construction of the Improvements. This indemnification includes but is not limited to any and all personal injuries which may be suffered by any individuals or property damage which may be incurred by any individuals or entities as a result of the construction of the Improvements within the Easement. Property Owners agree to indemnify District from any and all liability, loss or damage District may suffer as a result of such claims, demands, costs or judgments and further agree to take over and defend any such claims brought or actions filed against District with respect to the subject of the indemnity contained in this Agreement. The foregoing indemnity shall include reasonable attorneys' fees and court costs incurred by District including court costs and reasonable attorneys' fees incurred at the trial and all appellate levels. Nothing contained herein shall be deemed, however, to constitute a waiver by District of any limitations of its liability that may be accorded District by virtue of § 768.28 Florida Statutes, or any subsequently enacted similar law.

5. Property Owners shall on the Easement and lake property adjacent to Subject Property, restore the lake bank to its original condition or District criteria as it exists on the date of this Agreement should construction of the Improvements within the easement result at any time in the collapse of the lake bank or any other damage to the lake bank. In the event that Property Owners fail to restore the lake bank within thirty (30) days of receiving written notice from District, then District may undertake to perform such lake bank restoration as may be deemed by it to be necessary and Property Owners shall fully reimburse District for the cost of all such lake bank restoration work within thirty (30) days of receiving a bill.

6. Property Owners agree that during and following construction of the Improvements within the Easement, they shall take all reasonable and necessary steps to prevent pollution or damage to the adjacent lake as a result of said construction. In addition, Property Owners agree to be responsible for and reimburse District for all expenses arising out of pollution or damage to the adjacent lake resulting from said construction.

7. Property Owners agree to maintain the Improvements built by Property Owners or with their permission, in or on the Easement and Property Owners agree to fully and completely indemnify and hold harmless District, its successors and assigns for damages because of bodily injury or death resulting therefrom, sustained by any person or persons, or because of any damage to real property or personal property of District or of any person or entity due to any act or omission of Property Owners, their employees, subcontractors, designees or agents and in or on the Easement.

8. Property Owners agree that in the event District requires the use of the Easement in which the Improvements are constructed, the District shall notify Property Owners within thirty (30) days that such use may be required. In this event, District agrees to use reasonable precaution to prevent damage to the Improvements. However, notwithstanding the foregoing, in the event the District damages any portion of the Improvements, the Property Owners agree to be responsible for the construction and expenses necessary to restore the Improvements to their permitted condition. In addition, Property Owners acknowledge and agree that District shall not be required to restore the Improvements or pay any monies toward the cost of restoring the Improvements. All construction necessary to restore the Improvements must comply with the District's criteria and requirements of this Agreement.

9. Property Owners agree that if it is necessary for District to restore the Easement, lake bank and/or any part of the Improvements, that Property Owners will reimburse District for any and all costs incurred to effect said restoration, including attorneys' fees and costs expended in connection with such restoration.

10. Notwithstanding the provisions of Paragraph No. 8 of this Agreement, if an emergency condition or situation arises, as solely determined by the District, District may proceed with such work as is necessary to alleviate said emergency condition or situation without being liable to the Property Owner for any damage which may occur to the Improvements. In this event, District agrees to make a reasonable effort to contact the Property Owners to give Property Owners the opportunity to protect the improvements or assist District in the work necessary to alleviate said emergency condition or situation.

11. Any expenses including reasonable attorney's fees incurred by District as a result of the indemnification contained in this agreement and/or in restoring the Easement, lake bank or Improvements shall be paid to District by Property Owners within thirty (30) days after receiving a bill. In the event payment is not received within thirty (30) days of billing, then the District shall be entitled to file a lien in the Broward County Public Records upon Subject Property for all expenses including reasonable attorney's fees, together with interest thereon at eighteen percent (18%) per year or the highest nonusurious rate allowed by law, whichever is less and all costs of collection, including reasonable attorney's fees at all trial and appellate levels. In the further event that District is required to foreclose its lien, then and in such event, District will be entitled additionally to receive its reasonable attorneys' fees and costs expended in connection with such foreclosure or collection procedure.

12. Property Owners by signing this agreement acknowledge that District is only permitting occupancy of the Easement by the Improvements, that District has not reviewed and will not review, acknowledge or comment on the structural integrity or sufficiency of the Improvements and that Property Owners are solely responsible for the structural integrity and sufficiency of the Improvements.

13. Property Owners further acknowledge that the Improvements will be constructed in substantial compliance with the sketch or plans attached to this Agreement as Exhibit "B".

14. No changes, additions or modifications to the Improvements as approved by this Agreement shall be permitted without approval of the District Board of Commissioners. In addition, if the Improvements are removed for any reason, Property Owner shall not replace same without approval of the District.

15. All notices of request, demand and other communications hereunder shall be addressed to the parties as follows:

As to District:
South Broward Drainage District
Attn: District Director
6591 S. W. 160th Avenue
Southwest Ranches, Florida 33331

As to Property Owners:

Name:
Address:

or to the record owners of Subject Property according to the Broward County Property Appraiser's Office if the original Property Owners are no longer the owners of the Subject Property;

unless the address is changed by the party by notice given to the other parties. Notice shall be in writing, mailed certified mail, return receipt requested, postage prepaid and shall be deemed delivered when mailed or upon hand delivery to the address indicated. Notwithstanding the foregoing, notices, requests or demands or other communications referred to in this agreement may be sent by facsimile, telegraph or private courier, but shall be deemed to have been given when received.

16. No waiver of any provision of this agreement shall be effective unless it is in writing, signed by the party against whom it is asserted and any such written wavier shall only be applicable to the specific instance to which it relates and shall not be deemed to be

a continuing or future waiver.

17. This agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which will constitute one and the same agreement.

18. This agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors, assigns and grantees.

19. This agreement shall be construed and interpreted according to the laws of the State of Florida and the venue with respect to any litigation with respect to this Agreement shall be Broward County, Florida.

20. All terms and words used in this agreement, regardless of the number and gender in which used, shall be deemed to include any other gender or number as the context or the use thereof may require.

21. This agreement shall not be modified (and no purported modification thereof shall be effective) unless in writing and signed by the party to be charged.

22. The exhibits hereto contain additional terms of this agreement. Typewritten or handwritten provisions inserted in this agreement or exhibit (and initialed by the parties) shall control all printed provisions in conflict therewith.

23. Whenever approvals of any nature are required by either party to this agreement, it is agreed that same shall not be unreasonably withheld.

24. This agreement shall be severable and if any part or portion of this agreement shall be found to be invalid or unenforceable, such findings shall not affect the remainder of this agreement.

25. Property Owners shall reimburse District and pay for any and all reasonable costs incurred by District incidental to entering into the terms of this agreement, including but not limited to engineering fees, surveying costs, attorneys' fees, recording costs and any other necessary expenses.

26. This agreement merges and supersedes any and all previous agreements on this subject matter between the parties, whether oral or written, and constitutes the entire agreement between the parties.

27. This agreement shall be recorded in the public records of Broward County, Florida with Property Owners to pay the full cost thereof.

WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered
in the presence of:

"DISTRICT" (South Broward Drainage District)

_____
Witness Signature

By:_____
SCOTT HODGES, CHAIRPERSON

_____
Print Witness Name

_____
Witness Signature

_____
Print Witness Name

Attest:

_____
Witness Signature

By:_____
ROBERT E GOGGIN, IV SECRETARY

_____
Print Witness Name

_____
Witness Signature

_____
Print Witness Name

STATE OF FLORIDA)
)§
COUNTY OF BROWARD)

The foregoing Agreement was acknowledged before me this _____ day of _____, _____, by Scott Hodges and Robert E. Goggin IV, as Chairperson and Secretary, respectively of the SOUTH BROWARD DRAINAGE DISTRICT, a political subdivision of the State of Florida, on behalf of SOUTH BROWARD DRAINAGE DISTRICT. They are personally known to me.

WITNESS my hand and official seal in the county and state last aforesaid this _____ day of _____, _____.

NOTARY SEAL OR STAMP

_____
Notary Public
State of Florida at Large:

"Property Owner(s)" or Authorized Representative

By:_____

Witness Signature

Print Witness Name

Print Name

Witness Signature

Print Witness Name

Witness Signature

By:_____

Print Witness Name

Print Name

Witness Signature

Print Witness Name

STATE OF FLORIDA)
) §
COUNTY OF BROWARD)

The foregoing Agreement was acknowledged before me this _____ day of _____, _____, by _____ as Property Owner or Authorized Representative, who is personally known to me **[OR]** (who has produced _____ [TYPE OF IDENTIFICATION] as identification).

WITNESS my hand and official seal in the county and state last aforesaid this _____day of_____, _____.

[NOTARY SEAL OR STAMP]

Notary Public:
State of Florida at Large

STATE OF FLORIDA)
) §
COUNTY OF BROWARD)

The foregoing Agreement was acknowledged before me this _____ day of _____, _____, by _____ as Property Owner or Authorized Representative, who is personally known to me **[OR]** (who has produced _____ [TYPE OF IDENTIFICATION] as identification).

WITNESS my hand and official seal in the county and state last aforesaid this _____day of_____, _____.

[NOTARY SEAL OR STAMP]

Notary Public:
State of Florida at Large

Prepared by: SOUTH BROWARD DRAINAGE DISTRICT
6591 SOUTHWEST 160 AVENUE
SOUTHWEST RANCHES, FL. 33331

Return to: SOUTH BROWARD DRAINAGE DISTRICT
6591 SOUTHWEST 160 AVENUE
SOUTHWEST RANCHES, FL. 33331

Folio No.:

PERMIT AGREEMENT
(FOR IMPROVEMENTS WITHIN EASEMENTS LOCATED ON PROPERTY OWNER'S PROPERTY AND ADJACENT WATER BODY PROPERTY)

THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between SOUTH BROWARD DRAINAGE DISTRICT, a political subdivision of the State of Florida, hereinafter referred to as "District", whose address is 6591 S. W. 160th Avenue, Southwest Ranches, FL. 33331, and _____ _____, hereinafter referred to as "Property Owners", whose address is _____.

WITNESSETH

WHEREAS, District is a political subdivision of the State of Florida charged with the responsibility of effecting drainage and water management within its geographical boundaries and approving all subdivision plats and development plans affecting lands within its geographical boundaries; and

WHEREAS, Property Owners are the owners of the property described in Exhibit "A" attached hereto and incorporated herein in its entirety, hereinafter referred to as "Subject Property" and which is further identified by Broward County Property Appraiser Folio No._____; and

WHEREAS, Subject Property lies completely within the geographical boundaries of District; and

WHEREAS, a _____ easement (hereinafter referred to as "Easement") dedicated to the District is located on the Subject Property which is adjacent to a lake/water body owned by the District or over which the District has a flowage easement, lake easement and/or other easement rights and which the District either maintains or has the right to maintain and which is hereinafter referred to as "Lake Property"; and

WHEREAS, District has established, in accordance with its rule making authority, that no improvements can be placed or constructed in or over any lake maintenance easement, drainage easement, flowage easement lake easement or other property owned by the District or over which the District has permitting authority without approval and authorization by the District; and

WHEREAS, Property Owners desire an approval from District for themselves, their successors, assigns and heirs for the purpose of obtaining a permit to construct _____ hereinafter referred to as "Easement Improvements", within the Easement; and

WHEREAS, in addition to the construction of the Easement Improvements within the Easement, Property Owners desire an approval from District for themselves, their successors, assigns and heirs for the purpose of obtaining a permit to construct _____, hereinafter referred to as "Lake Improvements", within the Lake Property; and

WHEREAS, unless otherwise stated, the Easement Improvements and Lake Improvements are hereinafter collectively referred to as "Improvements"; and

WHEREAS, as a condition of approval of the Improvements within the Easement and Lake Property, District requires that certain minimum criteria be complied with and that Property Owners enter into a hold harmless agreement indemnifying District from any and all claims, losses, damage and expenses, arising out of the construction of the Improvements within the Easement and Lake Property; and

WHEREAS, the District's rules, regulations and criteria and the standard permit form issued by District provide that if construction of the Improvements is permitted within the Easement and Lake Property, the Property Owners shall remove that portion of the Improvements which interfere with the operations of the District upon request by the District; and

WHEREAS, the District has determined that due to the method District utilizes in maintaining the lake/water body adjacent to Subject Property, it is unlikely that District will require the removal of the Easement Improvements from the Easement; and

WHEREAS, except as otherwise provided for in this Agreement, the District agrees to delete and rescind the right of District to require Property Owner to remove the Easement Improvements from the Easement; and

WHEREAS, the decision of District's right to require removal of the Easement Improvements from the Easement on Subject Property is based on District's review of District's requirements and obligations to maintain the adjacent lake and easements from the Easement located on Subject Property and is not to be construed or interpreted as a determination by District or change in policy or criteria

of District that similar improvements constructed within District's easements located on other property adjacent to the lake or water body that Subject Property abuts or any other lake within the District will not have to be removed in the event the District requires said removal for drainage purposes or to maintain the facilities of the District; and

WHEREAS, nothing contained herein is to be interpreted as rescinding District's right to require removal of the Lake Improvements from the Lake Property as provided by this Agreement; and

WHEREAS, nothing contained herein shall be interpreted or construed as deleting or modifying any other condition of the District's permit to property owners or the District's rules, regulations and criteria, unless specifically provided for in this agreement; and

WHEREAS, as a condition of allowing the Improvements to be constructed within the Easement and Lake Property and rescinding District's right to require removal of the Easement Improvements, District requires that Property Owners enter into a hold harmless agreement indemnifying District from any and all claims, losses, damage and expenses, arising out of the construction of the Improvements within the Easement and Lake Property; and

WHEREAS, District has determined and approved by South Broward Drainage District Resolution No. 2012-10 that Property Owners owning property adjacent to lakes and certain other water bodies within the District may obtain a permit without Board approval for construction of Improvements within the District's easements and Lake Property so long as the property owners enter into an Indemnification and Hold Harmless Agreement with the District, and comply with all other District criteria for obtaining said permit, and;

WHEREAS, District and Property Owners are desirous of entering into an agreement to provide for an approval to permit the construction of the Improvements within the Easement and Lake Property and to rescind District's right to require removal of the Improvements from the Easement;

NOW, THEREFORE, in consideration of the premises and Ten and No/100 Dollars ($10.00) and other good and valuable considerations from each to the other, the receipt and sufficiency of which are hereby acknowledged by District and Property Owners, each intending to be legally bound, do hereby represent, warrant and covenant and agree as follows:

1. The foregoing statements are true and correct and are incorporated herein by reference as though set forth verbatim.

2. District agrees to issue permits to Property Owners permitting construction of Improvements within the Easement and Lake Property, provided Property Owners first submit to District for approval, construction plans which are in substantial compliance with the minimum criteria established by District and as stated above. The proposed plans or sketch for these Improvements are attached to this agreement as Exhibit "B".

3. All subsequent owners of Subject Property shall be bound by this Agreement which shall be a covenant running with the land.

4. Property Owners do hereby agree for themselves and their successors, assigns and heirs, with respect to Subject Property on which the Improvements are constructed within the Easement and Lake Property, to indemnify District and hold it harmless from any claims, losses, damages or expenses, specifically and exclusively arising out of the construction of the Improvements within the Easement and Lake Property and also following construction of the Improvements. This indemnification includes but is not limited to any and all personal injuries which may be suffered by any individuals or property damage which may be incurred by any individuals or entities as a result of the construction of the Improvements within the Easement and Lake Property. Property Owners agree to indemnify District from any and all liability, loss or damage District may suffer as a result of such claims, demands, costs or judgments and further agree to take over and defend any such claims brought or actions filed against District with respect to the subject of the indemnity contained in this Agreement. The foregoing indemnity shall include reasonable attorneys' fees and court costs incurred by District including court costs and reasonable attorneys' fees incurred at the trial and all appellate levels. Nothing contained herein shall be deemed, however, to constitute a waiver by District of any limitations of its liability that may be accorded District by virtue of § 768.28 Florida Statutes, or any subsequently enacted similar law.

5. Property Owners shall on the Easement and Lake Property adjacent to Subject Property, restore the lake bank to its original condition or District criteria as it exists on the date of this Agreement should construction of the Improvements within the easement result at any time in the collapse of the lake bank or any other damage to the lake bank. In the event that Property Owners fail to restore the lake bank within thirty (30) days of receiving written notice from District, then District may undertake to perform such lake bank restoration as may be deemed by it to be necessary and Property Owners shall fully reimburse District for the cost of all such lake bank restoration work within thirty (30) days of receiving a bill.

6. Property Owners agree that during and following construction of the Improvements within the Easement and Lake Property, they shall take all reasonable and necessary steps to prevent pollution or damage to the adjacent lake as a result of said construction. In addition, Property Owners agree to be responsible for and reimburse District for all expenses arising out of pollution or damage to the adjacent lake resulting from said construction.

7. Property Owners agree to maintain the Improvements built by Property Owners or with their permission, in or on the Easement and Lake Property and Property Owners agree to fully and completely indemnify and hold harmless District, its successors and assigns for damages because of bodily injury or death resulting therefrom, sustained by any person or persons, or because of any damage to real property or personal property of District or of any person or entity due to any act or omission of Property Owners, their employees, subcontractors, designees or agents and in or on the Easement and Lake Property.

8. Property Owners agree that in the event District requires the use of the Easement or Lake Property in which the Improvements are constructed, the District shall notify Property Owners within thirty (30) days that such use may be required. In this event, District agrees to use reasonable precaution to prevent damage to the Improvements. However, notwithstanding the foregoing, in the event the District damages any portion of the Improvements, the Property Owners agree to be responsible for the construction and expenses necessary to restore the Improvements to their permitted condition. In addition, Property Owners acknowledge and agree that District shall not be required to restore the Improvements or pay any monies toward the cost of restoring the Improvements. All construction necessary to restore the Improvements must comply with the District's criteria and requirements of this Agreement.

9. Notwithstanding the provisions of the previous paragraph, Property Owners agree that in the event the District shall have a reasonable permanent use of the Easement or Lake Property, that within thirty (30) days notice by District, Property Owners, their successors, assigns and heirs, shall remove the Easement or Lake Improvements approved by this agreement. In this event, the lake bank, and/or lake maintenance easement and/or lake shall be restored to its original condition or District criteria as it exists on the date of this Agreement. Notwithstanding the foregoing, in the event there is not a permanent need for said property but there is a temporary basis which need is reasonable for reasonable use of the Easement or Lake Property, District shall use all reasonable means to avoid the necessity of removing any part of the Easement or Lake Improvements. If after attempts to use said property temporarily without removing the Lake Improvements fail or are reasonably determined to be impossible or unreasonably inconvenient, then and in that event, upon the giving of thirty (30) days notice to the then owner of Subject Property, Property Owners, their successors, assigns or heirs shall remove so much of the Easement or Lake Improvements as may be reasonably necessary to permit District to effectuate the temporary use. Thereafter, and upon notice from District that said temporary need or use has been fulfilled and is no longer necessary, Property Owners, their assigns or heirs shall be permitted to replace so much of the Easement or Lake Improvements as may be reasonably necessary. In this event, Property Owners, their successors, assigns or heirs shall be permitted to replace so much of the Easement or Lake Improvements which were removed, so long as the construction necessary to complete replacement of the Easement or Lake Improvements complies with District's criteria and requirements of this Agreement.

10. Property Owners, their successors, assigns and heirs agree that if it is necessary for District to remove the Easement or Lake Improvements constructed pursuant to this Agreement and to restore the lake bank and/or maintenance easement and/or lake, that Property Owners, their successors, assigns and heirs will reimburse District for any and all costs incurred to effect said removal and restoration, including attorneys' fees and costs expended in connection with such removal and restoration.

11. Property Owners agree that if it is necessary for District to restore the Easement, Lake Property, lake bank and/or any part of the Improvements and/or remove and/or replace any part of the Easement or Lake Improvements, that Property Owners will reimburse District for any and all costs incurred to effect said removal, restoration and/or replacement, including attorneys' fees and costs expended in connection with such removal, restoration and replacement.

12. Notwithstanding the provisions of Paragraph No. 8 and 9 of this Agreement, if an emergency condition or situation arises, as solely determined by the District, District may proceed with such work as is necessary to alleviate said emergency condition or situation without being liable to the Property Owner for any damage which may occur to the Improvements. In this event, District agrees to make a reasonable effort to contact the Property Owners to give Property Owners the opportunity to protect the improvements or assist District in the work necessary to alleviate said emergency condition or situation.

13. Any expenses including reasonable attorney's fees incurred by District as a result of the indemnification contained in this agreement and/or in restoring the Easement, Lake Property, lake bank or Improvements or removing and replacing the Easement or

Lake Improvements, shall be paid to District by Property Owners within thirty (30) days after receiving a bill. In the event payment is not received within thirty (30) days of billing, then the District shall be entitled to file a lien in the Broward County Public Records upon Subject Property for all expenses including reasonable attorney's fees, together with interest thereon at eighteen percent (18%) per year or the highest nonusurious rate allowed by law, whichever is less and all costs of collection, including reasonable attorney's fees at all trial and appellate levels. In the further event that District is required to foreclose its lien, then and in such event, District will be entitled additionally to receive its reasonable attorneys' fees and costs expended in connection with such foreclosure or collection procedure.

14. Property Owners by signing this agreement acknowledge that District is only permitting occupancy of the Easement and Lake Property by the Improvements, that District has not reviewed and will not review, acknowledge or comment on the structural integrity or sufficiency of the Improvements and that Property Owners are solely responsible for the structural integrity and sufficiency of the Improvements.

15. Property Owners further acknowledge that the Improvements will be constructed in substantial compliance with the sketch or plans attached to this Agreement as Exhibit "B".

16. No changes, additions or modifications to the Improvements as approved by this Agreement shall be permitted without approval of the District Board of Commissioners. In addition, if the Improvements are removed for any reason, Property Owner shall not replace same without approval of the District.

17. All notices of request, demand and other communications hereunder shall be addressed to the parties as follows:

As to District:

South Broward Drainage District
Attn: District Director,
6591 S. W. 160th Avenue
Southwest Ranches, Florida 33331

As to Property Owners:

Name:
Address:

or to the record owners of Subject Property according to the Broward County Property Appraiser's Office if the original Property Owners are no longer the owners of the Subject Property.

unless the address is changed by the party by notice given to the other parties. Notice shall be in writing, mailed certified mail, return receipt requested, postage prepaid and shall be deemed delivered when mailed or upon hand delivery to the address indicated. Notwithstanding the foregoing, notices, requests or demands or other communications referred to in this agreement may be sent by facsimile, telegraph or private courier, but shall be deemed to have been given when received.

18. No waiver of any provision of this agreement shall be effective unless it is in writing, signed by the party against whom it is asserted and any such written wavier shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

19. This agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which will constitute one and the same agreement.

20. This agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors, assigns and grantees.

21. This agreement shall be construed and interpreted according to the laws of the State of Florida and the venue with respect to any litigation with respect to this Agreement shall be Broward County, Florida.

22. All terms and words used in this agreement, regardless of the number and gender in which used, shall be deemed to include any other gender or number as the context or the use thereof may require.

23. This agreement shall not be modified (and no purported modification thereof shall be effective) unless in writing and signed by the party to be charged.

24. The exhibits hereto contain additional terms of this agreement. Typewritten or handwritten provisions inserted in this agreement or exhibit (and initialed by the parties) shall control all printed provisions in conflict therewith.

25. Whenever approvals of any nature are required by either party to this agreement, it is agreed that same shall not be unreasonably withheld.

26. This agreement shall be severable and if any part or portion of this agreement shall be found to be invalid or unenforceable, such findings shall not affect the remainder of this agreement.

27. Property Owners shall reimburse District and pay for any and all reasonable costs incurred by District incidental to entering into the terms of this agreement, including but not limited to engineering fees, surveying costs, attorneys' fees, recording costs and any other necessary expenses.

28. This agreement merges and supersedes any and all previous agreements on this subject matter between the parties, whether oral or written, and constitutes the entire agreement between the parties.

29. This agreement shall be recorded in the public records of Broward County, Florida with Property Owners to pay the full cost thereof.

WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered
in the presence of:

"DISTRICT" (South Broward Drainage District)

_____
Witness Signature

By:_____
SCOTT HODGES, Chairperson

_____
Print Witness Name

_____
Witness Signature

_____
Print Witness Name

Attest:

_____
Witness Signature

By:_____
ROBERT E. GOGGIN IV, Secretary

_____
Print Witness Name

_____
Witness Signature

_____
Print Witness Name

STATE OF FLORIDA)
)§
COUNTY OF BROWARD)

The foregoing Agreement was acknowledged before me this _____ day of _____, _____, by Scott Hodges and Robert E. Goggin IV, as Chairperson and Secretary, respectively of the SOUTH BROWARD DRAINAGE DISTRICT, a political subdivision of the State of Florida, on behalf of SOUTH BROWARD DRAINAGE DISTRICT. They are personally known to me.

WITNESS my hand and official seal in the county and state last aforesaid this _____ day of_____, _____.

[NOTARY SEAL OR STAMP]

_____
Notary Public:
State of Florida at Large

"Property Owner(s)"

_____
Witness Signature

By:_____

_____
Print Witness Name

_____
Print Name

_____
Witness Signature

_____
Print Witness Name

_____
Witness Signature

By:_____

_____
Print Witness Name

_____
Print Name

_____
Witness Signature

_____
Print Witness Name

STATE OF FLORIDA)
) §
COUNTY OF BROWARD)

The foregoing Agreement was acknowledged before me this _____ day of _____, _____, by _____ as Property Owner, who is personally known to me **[OR]** (who has produced _____ [TYPE OF IDENTIFICATION] as identification).

WITNESS my hand and official seal in the county and state last aforesaid this _____ day of _____, _____.

[NOTARY SEAL OR STAMP]

_____
Notary Public:
State of Florida at Large

STATE OF FLORIDA)
) §
COUNTY OF BROWARD)

The foregoing Agreement was acknowledged before me this _____ day of _____, _____, by _____ as Property Owner, who is personally known to me **[OR]** (who has produced _____ [TYPE OF IDENTIFICATION] as identification).

WITNESS my hand and official seal in the county and state last aforesaid this _____ day of _____, _____.

[NOTARY SEAL OR STAMP]

_____
Notary Public:
State of Florida at Large

Prepared by: SOUTH BROWARD DRAINAGE DISTRICT
6591 SOUTHWEST 160 AVENUE
SOUTHWEST RANCHES, FL 33331

Return to: SOUTH BROWARD DRAINAGE DISTRICT
6591 SOUTHWEST 160 AVENUE
SOUTHWEST RANCHES, FL 33331

Folio No.:

PERMIT AGREEMENT WITH VARIANCE (FOR IMPROVEMENTS WITHIN EASEMENTS LOCATED ON PROPERTY OWNERS PROPERTY ONLY)

THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between SOUTH BROWARD DRAINAGE DISTRICT, a political subdivision of the State of Florida, hereinafter referred to as "District", whose address is 6591 S. W. 160th Avenue, Southwest Ranches, FL 33331 and _____, hereinafter referred to as "Property Owners", whose address is _____.

WITNESSETH

WHEREAS, District is a political subdivision of the State of Florida charged with the responsibility of effecting drainage and water management within its geographical boundaries and approving all subdivision plats and development plans affecting lands within its geographical boundaries; and

WHEREAS, Property Owners are the owners of the property described in Exhibit "A" attached hereto and incorporated herein in its entirety, hereinafter referred to as "Subject Property" and which is further identified by Broward County Property Appraiser Folio No._____; and

WHEREAS, Subject Property lies completely within the geographical boundaries of District; and

WHEREAS, a _____ easement (hereinafter referred to as "Easement") dedicated to the District is located on the Subject Property which is adjacent to a lake/water body owned by the District or over which the District has a flowage easement, lake easement, drainage easement, storage easement and/or other easement rights or permitting authority and which the District either maintains or has the right to maintain; and

WHEREAS, District has established, in accordance with its Criteria Manual and rule making authority, that no improvements can be placed or constructed in or over any lake maintenance easement, drainage easement, flowage easement, lake easement, storage easement or other easement dedicated to the District or other property owned by the District or over which the District has permitting authority without approval and authorization by the District; and

WHEREAS, Property Owners desire an approval from District for themselves, their successors, assigns and heirs for the purpose of obtaining a permit to construct _____ hereinafter referred to as ("Improvements"), within the Easement; and

WHEREAS, the District Board of Commissioners hereinafter referred to as "Board" approved a Variance Request for the Improvements on _____; and

WHEREAS, as a condition of the Variance approval and of allowing construction of the Improvements within the Easement, District requires that certain minimum criteria be complied with and that Property Owners enter into this Indemnification and Hold Harmless Agreement indemnifying District from any and all liability, claims, losses, damage and expenses, arising out of the construction of the Improvements within the Easement; and

WHEREAS, the District's rules, regulations and criteria and the standard permit form issued by District provide that if construction of the Improvements is permitted within the Easement, the Property Owners shall remove that portion of the Improvements which interfere with the operations of the District upon request by the District; and

WHEREAS, for those Improvements approved by the Variance, the District may require some or all of said Improvements to be removed prior to the transfer of ownership of the Subject Property by the current Property Owners or within sixty days of transfer if said transfer is by operation of law or beyond the control of Property owners; and

WHEREAS, nothing contained herein shall be interpreted or construed as deleting or modifying any condition of the District's permit to Property Owners or the District's rules, regulations and criteria, unless specifically provided for in this Agreement; and

WHEREAS, as a condition of the Variance approval and of allowing the Improvements to be constructed within the Easement

District requires that Property Owners enter into this Indemnification and Hold Harmless Agreement indemnifying District from any and all liability, claims, losses, damage and expenses, arising out of the construction of the Improvements within the Easement; and

WHEREAS, Property Owners agree to allow District employees, staff and representatives to access the Easement and adjacent lake/water body property through and across the side yards of the Subject Property from the road or street right-of-way adjacent to Subject Property. Said access shall be at reasonable times and District shall give notice to Property Owners as is reasonable under the circumstances that access is required by the District; and

WHEREAS, the District Board has determined and approved by South Broward Drainage District Resolution No. 2012-09 that property owners within the District that obtain a Variance approval from the Board may obtain a permit without further Board approval for construction of approved improvements within the District's easements so long as the property owners enter into an Indemnification and Hold Harmless Agreement with the District and pay for all associated legal costs, and comply with all other District criteria for obtaining said permit; and

WHEREAS, District and Property Owners are desirous of entering into an agreement to permit the construction of the Improvements within the Easement,;

NOW, THEREFORE, in consideration of the premises and Ten and No/100 Dollars ($10.00) and other good and valuable considerations from each to the other, the receipt and sufficiency of which are hereby acknowledged by District and Property Owners, each intending to be legally bound, do hereby represent, warrant and covenant and agree as follows:

1. The foregoing statements are true and correct and are incorporated herein by reference as though set forth verbatim.

2. District agrees to issue a permit to Property Owners permitting construction of the Improvements within the Easement, provided Property Owners first submit to District for approval, construction plans which are in substantial compliance with the minimum criteria established by District and as stated above. The proposed plans or sketch for these Improvements are attached to this Agreement as Exhibit "B".

3. All subsequent owners of Subject Property shall be bound by this Agreement which shall be a covenant running with the land.

4. Property Owners do hereby agree for themselves and their successors, assigns and heirs, with respect to Subject Property on which the Improvements are constructed within the Easement, to indemnify District and hold it harmless from any liability, claims, losses, damages and expenses, specifically and exclusively arising out of the construction of the Improvements within the Easement and also following construction of the Improvements. This indemnification includes but is not limited to any and all personal injuries which may be suffered by any individuals or property damage which may be incurred by any individuals or entities as a result of the construction of the Improvements within the Easement. Property Owners agree to indemnify District from any and all liability, claims, loss, damage and expenses District may suffer as a result of such claims, demands, costs or judgments and further agree to take over and defend any such claims brought or actions filed against District with respect to the subject of the indemnity contained in this Agreement. The foregoing indemnity shall include reasonable attorneys' fees and court costs incurred by District including court costs and reasonable attorneys' fees incurred at the trial and all appellate levels. Nothing contained herein shall be deemed, however, to constitute a waiver by District of any limitations of its liability that may be accorded District by virtue of § 768.28 Florida Statutes, or any subsequently enacted similar law.

5. Property Owners shall on the Easement and lake/water body property adjacent to Subject Property, restore the lake bank to its original condition or District criteria as it exists on the date of this Agreement should construction of the Improvements within the Easement result at any time in the collapse of the lake bank or any other damage to the lake bank. In the event that Property Owners fail to restore the lake bank within thirty (30) days of receiving written notice from District, then District may undertake to perform such lake bank restoration as may be deemed by it to be necessary and Property Owners shall fully reimburse District for the cost of all such lake bank restoration work within thirty (30) days of receiving a bill.

6. Property Owners agree that during and following construction of the Improvements within the Easement, they shall take all reasonable and necessary steps to prevent pollution or damage to the adjacent lake/water body as a result of said construction. In addition, Property Owners agree to be responsible for and reimburse District for all expenses arising out of pollution or damage to the adjacent lake/water body resulting from said construction.

7. Property Owners agree to maintain the Improvements built by Property Owners or with their permission, in or on the Easement and Property Owners agree to fully and completely indemnify and hold harmless District, its successors and assigns for damages because of bodily injury or death resulting therefrom, sustained by any person or persons, or because of any damage to real property or personal property of District or of any person or entity due to any act or omission of Property Owners, their employees, subcon-

tractors, designees or agents and in or on the Easement.

8. Property Owners agree that in the event District requires the use of the Easement in which the Improvements are constructed, the District shall notify Property Owners within thirty (30) days that such use may be required. In this event, District agrees to use reasonable precaution to prevent damage to the Improvements. However, notwithstanding the foregoing, in the event the District damages any portion of the Improvements, the Property Owners agree to be responsible for the construction and expenses necessary to restore the Improvements to their permitted condition. In addition, Property Owners acknowledge and agree that District shall not be required to restore the Improvements or pay any monies toward the cost of restoring the Improvements. All construction necessary to restore the Improvements must comply with the District's criteria and requirements of this Agreement.

9. Property Owners agree that if it is necessary for District to restore the Easement, lake bank and/or any part of the Improvements, and/or to remove and/or replace any part of the Improvements, that Property Owners will reimburse District for any and all costs incurred to effect said removal, restoration and/or replacement, including attorneys' fees and costs expended in connection with such removal, restoration and replacement.

10. Notwithstanding the provisions of Paragraph No. 8 of this Agreement, if an emergency condition or situation arises, as solely determined by the District, District may proceed with such work as is necessary to alleviate said emergency condition or situation without being liable to the Property Owners for any damage which may occur to the Improvements. In this event, District agrees to make a reasonable effort to contact the Property Owners to give Property Owners the opportunity to protect the Improvements or assist District in the work necessary to alleviate said emergency condition or situation.

11. Any expenses including reasonable attorney's fees incurred by District as a result of the indemnification contained in this agreement and/or in restoring the Easement, lake bank or Improvements shall be paid to District by Property Owners within thirty (30) days after receiving a bill. In the event payment is not received within thirty (30) days of billing, then the District shall be entitled to file a lien in the Broward County Public Records upon Subject Property for all expenses including reasonable attorney's fees, together with interest thereon at eighteen percent (18%) per year or the highest nonusurious rate allowed by law, whichever is less and all costs of collection, including reasonable attorney's fees at all trial and appellate levels. In the further event that District is required to foreclose its lien, then and in such event, District will be entitled additionally to receive its reasonable attorneys' fees and costs expended in connection with such foreclosure or collection procedure.

12. Property Owners by signing this Agreement acknowledge that District is only permitting occupancy of the Easement by the Improvements, that District has not reviewed and will not review, acknowledge or comment on the structural integrity or sufficiency of the Improvements and that Property Owners are solely responsible for the structural integrity and sufficiency of the Improvements.

13. Property Owners further acknowledge that the Improvements will be or have been constructed in substantial compliance with the sketch or plans attached to this Agreement as Exhibit "B".

14. No changes, additions or modifications to the Improvements as approved by this Agreement shall be permitted without approval of the District Board of Commissioners. In addition, if the Improvements are removed for any reason, Property Owner shall not replace same without approval of the District.

15. Property Owners by signing this Agreement agree to remove the following portion of the Improvements approved under the Variance prior to the transfer of ownership of the Subject Property or within sixty days of transfer to the subsequent property owners if said transfer is by operation of law or beyond the control of the Property Owners: _____ _____. Failure by Property Owners to remove the above described improvements prior to the transfer of ownership of the Subject Property or by the subsequent property owners within sixty days as stated herein shall constitute a breach of this Agreement and the subsequent property owners of Subject Property shall be required to apply for and obtain a new permit through the District, including any required variances, which may be unreasonably denied. Furthermore, District shall have the right to remove said Improvements without being liable to the Property Owners or subsequent property owners for any damage which may occur to the Subject Property or the Improvements. The subsequent property owner shall be required to fully reimburse the District for all costs associated with the removal of said above described Improvements by the District, including all associated attorney's fees incurred as a result of having taken such action, which costs shall be subject to payment by the subsequent property owners to the District in accordance with the provisions of paragraph 13 and other applicable provisions of this Agreement.

16. All notices of request, demand and other communications hereunder shall be addressed to the parties as follows:

As to District:
South Broward Drainage District
Attn: District Director
6591 S. W. 160th Avenue
Southwest Ranches, Florida 33331

As to Property Owners:

Name:
Address:

or to the record owners of Subject Property according to the Broward County Property Appraiser's Office if the original Property Owners are no longer the owners of the Subject Property;

unless the address is changed by the party by notice given to the other parties. Notice shall be in writing, mailed certified mail, return receipt requested, postage prepaid and shall be deemed delivered when mailed or upon hand delivery to the address indicated. Notwithstanding the foregoing, notices, requests or demands or other communications referred to in this agreement may be sent by facsimile, electronic mail, telegraph or private courier, but shall be deemed to have been given when received.

17. No waiver of any provision of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted and any such written wavier shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

18. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which will constitute one and the same agreement.

19. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors, assigns and grantees.

20. This Agreement shall be construed and interpreted according to the laws of the State of Florida and the venue with respect to any litigation with respect to this Agreement shall be Broward County, Florida.

21. All terms and words used in this Agreement, regardless of the number and gender in which used, shall be deemed to include any other gender or number as the context or the use thereof may require.

22. This Agreement shall not be modified (and no purported modification thereof shall be effective) unless in writing and signed by the party to be charged.

23. The exhibits hereto contain additional terms of this Agreement. Typewritten or handwritten provisions inserted in this Agreement or exhibits (and initialed by the parties) shall control all printed provisions in conflict therewith.

24. Whenever approvals of any nature are required by either party to this Agreement, it is agreed that same shall not be unreasonably withheld.

25. This Agreement and the exhibits attached hereto shall be severable and if any part or portion of this Agreement or the exhibits shall be found to be invalid or unenforceable, such findings shall not affect the remainder of this Agreement or the exhibits.

26. Property Owners shall reimburse District and pay for any and all reasonable costs incurred by District incidental to entering into the terms of this Agreement, including but not limited to engineering fees, surveying costs, attorneys' fees, recording costs and any other necessary expenses.

27. This Agreement merges and supersedes any and all previous agreements on this subject matter between the parties, whether oral or written, and constitutes the entire agreement between the parties.

28. This Agreement shall be recorded in the public records of Broward County, Florida with Property Owners to pay the full cost thereof.

29. Property Owners acknowledge that they have read and understand this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered
in the presence of:

"DISTRICT" (South Broward Drainage District)

By:_____
SCOTT HODGES, CHAIRPERSON

_____
Witness Signature

_____
Print Witness Name

_____
Witness Signature

_____
Print Witness Name

Attest:

By:_____
ROBERT E GOGGIN, IV SECRETARY

_____
Witness Signature

_____
Print Witness Name

_____
Witness Signature

_____
Print Witness Name

STATE OF FLORIDA)
)§
COUNTY OF BROWARD)

The foregoing Agreement was acknowledged before me this _____ day of _____, _____, by Scott Hodges and Robert E. Goggin IV, as Chairperson and Secretary, respectively of the SOUTH BROWARD DRAINAGE DISTRICT, a political subdivision of the State of Florida, on behalf of SOUTH BROWARD DRAINAGE DISTRICT. They are personally known to me.

WITNESS my hand and official seal in the county and state last aforesaid this _____ day of_____, _____.

NOTARY SEAL OR STAMP

_____
Notary Public
State of Florida at Large:

"Property Owner(s)"

Witness Signature

By:_____

Print Witness Name

Print Name

Witness Signature

Print Witness Name

Witness Signature

By:_____

Print Witness Name

Print Name

Witness Signature

Print Witness Name

STATE OF FLORIDA)
) §
COUNTY OF BROWARD)

The foregoing Agreement was acknowledged before me this _____ day of _____, _____, by _____ as Property Owner, who is personally known to me **[OR]** (who has produced _____ [TYPE OF IDENTIFICATION] as identification).

WITNESS my hand and official seal in the county and state last aforesaid this _____ day of _____, _____.

[NOTARY SEAL OR STAMP]

Notary Public:
State of Florida at Large

STATE OF FLORIDA)
) §
COUNTY OF BROWARD)

The foregoing Agreement was acknowledged before me this _____ day of _____, _____, by _____ as Property Owner, who is personally known to me **[OR]** (who has produced _____ [TYPE OF IDENTIFICATION] as identification).

WITNESS my hand and official seal in the county and state last aforesaid this _____ day of _____, _____.

[NOTARY SEAL OR STAMP]

Notary Public:
State of Florida at Large

Prepared by: SOUTH BROWARD DRAINAGE DISTRICT
6591 SOUTHWEST 160 AVENUE
SOUTHWEST RANCHES, FL 33331

Return to: SOUTH BROWARD DRAINAGE DISTRICT
6591 SOUTHWEST 160 AVENUE
SOUTHWEST RANCHES, FL 33331

Folio No.:

PERMIT AGREEMENT WITH VARIANCE
(FOR IMPROVEMENTS WITHIN EASEMENTS LOCATED ON PROPERTY OWNER'S PROPERTY AND ADJACENT LAKE/WATER BODY PROPERTY)

THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between SOUTH BROWARD DRAINAGE DISTRICT, a political subdivision of the State of Florida, hereinafter referred to as "District", whose address is 6591 S. W. 160th Avenue, Southwest Ranches, FL 33331, and _____, hereinafter referred to as "Property Owners", whose address is _____.

WITNESSETH

WHEREAS, District is a political subdivision of the State of Florida charged with the responsibility of effecting drainage and water management within its geographical boundaries and approving all subdivision plats and development plans affecting lands within its geographical boundaries; and

WHEREAS, Property Owners are the owners of the property described in Exhibit "A" attached hereto and incorporated herein in its entirety, hereinafter referred to as "Subject Property" and which is further identified by Broward County Property Appraiser Folio No._____; and

WHEREAS, Subject Property lies completely within the geographical boundaries of District; and

WHEREAS, a _____ easement (hereinafter referred to as "Easement") dedicated to the District is located on the Subject Property which is adjacent to a lake/water body owned by the District or over which the District has a flowage easement, lake easement, drainage easement, storage easement and/or other easement rights or permitting authority and which the District either maintains or has the right to maintain and which is hereinafter referred to as "Lake Property"; and

WHEREAS, District has established, in accordance with its Criteria Manual and rule making authority, that no improvements can be placed or constructed in or over any lake maintenance easement, drainage easement, flowage easement, lake easement, storage easement or other easement and/or other easement rights or other property owned by the District or over which the District has permitting authority without approval and authorization by the District; and

WHEREAS, Property Owners desire an approval from District for themselves, their successors, assigns and heirs for the purpose of obtaining a permit to construct _____ hereinafter referred to as "Easement Improvements", within the Easement; and

WHEREAS, in addition to the construction of the Easement Improvements within the Easement, Property Owners desire an approval from District for themselves, their successors, assigns and heirs for the purpose of obtaining a permit to construct _____, hereinafter referred to as "Lake Improvements", within the Lake Property; and

WHEREAS, unless otherwise stated, the Easement Improvements and Lake Improvements are hereinafter collectively referred to as "Improvements"; and

WHEREAS, the District Board of Commissioners hereinafter referred to as "Board" approved a Variance Request for the Improvements on _____; and

WHEREAS, as a condition of the Variance approval and allowing construction of the Improvements within the Easement and Lake Property, District requires that certain minimum criteria be complied with and that Property Owners enter into this Indemnification and Hold Harmless Agreement indemnifying District from any and all liability, claims, losses, damage and expenses, arising out of the construction of the Improvements within the Easement and Lake Property; and

WHEREAS, the District's rules, regulations and criteria and the standard permit form issued by District provide that if construction of the Improvements is permitted within the Easement and Lake Property, the Property Owners shall remove that portion of the Improvements which interfere with the operations of the District upon request by the District; and

WHEREAS, for those Improvements approved by the Variance, the District may require some or all of said Improvements to be

removed prior to the transfer of ownership of the Subject Property by the current Property Owners or within sixty days of transfer if said transfer is by operation of law or beyond the control of Property owners; and

WHEREAS, nothing contained herein shall be interpreted or construed as deleting or modifying any condition of the District's permit to Property Owners or the District's rules, regulations and criteria, unless specifically provided for in this Agreement; and

WHEREAS, as a condition of the Variance approval and of allowing the Improvements to be constructed within the Easement and Lake Property. District requires that Property Owners enter into this Indemnification and Hold Harmless Agreement indemnifying District from any and all liability, claims, losses, damage and expenses, arising out of the construction of the Improvements within the Easement and Lake Property; and

WHEREAS, Property Owners agree to allow District employees, staff and representatives to access the Easement and adjacent Lake Property through and across the side yards of the Subject Property from the road or street right-of-way adjacent to Subject Property. Said access shall be at reasonable times and District shall give notice to Property Owners as is reasonable under the circumstances that access is required by the District; and

WHEREAS, District Board has determined and approved by South Broward Drainage District Resolution No. 2012-09 that property owners within the District that obtain a Variance approval from the Board may obtain a permit without further Board approval for construction of approved Improvements within the District's easements and adjacent lake property so long as the property owners enter into an Indemnification and Hold Harmless Agreement with the District and pay for all associated legal costs, and comply with all other District criteria for obtaining said permit, and;

WHEREAS, District and Property Owners are desirous of entering into an agreement to provide for an approval to permit the construction of the Easement Improvements within the Easement and the Lake Improvements within the Lake Property;

NOW, THEREFORE, in consideration of the premises and Ten and No/100 Dollars ($10.00) and other good and valuable considerations from each to the other, the receipt and sufficiency of which are hereby acknowledged by District and Property Owners, each intending to be legally bound, do hereby represent, warrant and covenant and agree as follows:

1. The foregoing statements are true and correct and are incorporated herein by reference as though set forth verbatim.

2. District agrees to issue a permit to Property Owners permitting construction of the Improvements within the Easement and Lake Property, provided Property Owners first submit to District for approval, construction plans which are in substantial compliance with the minimum criteria established by District and as stated above. The proposed plans or sketch for these Improvements are attached to this Agreement as Exhibit "B".

3. All subsequent owners of Subject Property shall be bound by this Agreement which shall be a covenant running with the land.

4. Property Owners do hereby agree for themselves and their successors, assigns and heirs, with respect to Subject Property on which the Improvements are constructed within the Easement and Lake Property, to indemnify District and hold it harmless from any liability, claims, losses, damages and expenses, specifically and exclusively arising out of the construction of the Improvements within the Easement and Lake Property and also following construction of the Improvements. This indemnification includes but is not limited to any and all personal injuries which may be suffered by any individuals or property damage which may be incurred by any individuals or entities as a result of the construction of the Improvements within the Easement and Lake Property. Property Owners agree to indemnify District from any and all liability, claims, loss, damage and expenses District may suffer as a result of such claims, demands, costs or judgments and further agree to take over and defend any such claims brought or actions filed against District with respect to the subject of the indemnity contained in this Agreement. The foregoing indemnity shall include reasonable attorneys' fees and court costs incurred by District including court costs and reasonable attorneys' fees incurred at the trial and all appellate levels. Nothing contained herein shall be deemed, however, to constitute a waiver by District of any limitations of its liability that may be accorded District by virtue of § 768.28 Florida Statutes, or any subsequently enacted similar law.

5. Property Owners shall on the Easement and Lake Property adjacent to Subject Property, restore the lake bank to its original condition or District criteria as it exists on the date of this Agreement should construction of the Improvements within the easement result at any time in the collapse of the lake bank or any other damage to the lake bank. In the event that Property Owners fail to restore the lake bank within thirty (30) days of receiving written notice from District, then District may undertake to perform such lake bank restoration as may be deemed by it to be necessary and Property Owners shall fully reimburse District for the cost of all such lake bank restoration work within thirty (30) days of receiving a bill.

6. Property Owners agree that during and following construction of the Improvements within the Easement and Lake

Property, they shall take all reasonable and necessary steps to prevent pollution or damage to the adjacent lake as a result of said construction. In addition, Property Owners agree to be responsible for and reimburse District for all expenses arising out of pollution or damage to the adjacent lake resulting from said construction.

7. Property Owners agree to maintain the Improvements built by Property Owners or with their permission, in or on the Easement and Lake Property and Property Owners agree to fully and completely indemnify and hold harmless District, its successors and assigns for damages because of bodily injury or death resulting therefrom, sustained by any person or persons, or because of any damage to real property or personal property of District or of any person or entity due to any act or omission of Property Owners, their employees, subcontractors, designees or agents and in or on the Easement and Lake Property.

8. Property Owners agree that in the event District requires the use of the Easement or Lake Property in which the Improvements are constructed, the District shall notify Property Owners within thirty (30) days that such use may be required. In this event, District agrees to use reasonable precaution to prevent damage to the Improvements. However, notwithstanding the foregoing, in the event the District damages any portion of the Improvements, the Property Owners agree to be responsible for the construction and expenses necessary to restore the Improvements to their permitted condition. In addition, Property Owners acknowledge and agree that District shall not be required to restore the Improvements or pay any monies toward the cost of restoring the Improvements. All construction necessary to restore the Improvements must comply with the District's criteria and requirements of this Agreement.

9. Notwithstanding the provisions of the previous paragraph, Property Owners agree that in the event the District shall have a reasonable permanent use of the Easement or Lake Property, that within thirty (30) days notice by District, Property Owners, their successors, assigns and heirs, shall remove the Easement or Lake Improvements approved by this Agreement. In this event, the lake bank and/or lake maintenance easement and/or lake/water body shall be restored to its original condition or District criteria as it exists on the date of this Agreement. Notwithstanding the foregoing, in the event there is not a permanent need for said property but there is a temporary basis which need is reasonable for reasonable use of the Easement or Lake Property, District shall use all reasonable means to avoid the necessity of removing any part of the Easement or Lake Improvements. If after attempts to use said property temporarily without removing the Easement and Lake Improvements fail or are reasonably determined to be impossible or unreasonably inconvenient, then and in that event, upon the giving of thirty (30) days notice to the then owner of Subject Property, Property Owners, their successors, assigns or heirs shall remove so much of the Easement or Lake Improvements as may be reasonably necessary to permit District to effectuate the temporary use. Thereafter, and upon notice from District that said temporary need or use has been fulfilled and is no longer necessary, Property Owners, their assigns or heirs shall be permitted to replace so much of the Easement or Lake Improvements which were removed as may be reasonably necessary and allowed by the District, so long as the construction necessary to complete replacement of the Easement and/or Lake Improvements complies with District's criteria and requirements of this Agreement.

10. Property Owners, their successors, assigns and heirs agree that if it is necessary for District to remove the Easement or Lake Improvements constructed pursuant to this Agreement and to restore the lake bank and/or maintenance easement and/or lake, that Property Owners, their successors, assigns and heirs will reimburse District for any and all costs incurred to effect said removal and restoration, including attorneys' fees and costs expended in connection with such removal and restoration.

11. Property Owners agree that if it is necessary for District to restore the Easement, Lake Property, lake bank and/or any part of the Improvements and/or remove and/or replace any part of the Easement or Lake Improvements, that Property Owners will reimburse District for any and all costs incurred to effect said removal, restoration and/or replacement, including attorneys' fees and costs expended in connection with such removal, restoration and replacement.

12. Notwithstanding the provisions of Paragraph No. 8 and 9 of this Agreement, if an emergency condition or situation arises, as solely determined by the District, District may proceed with such work as is necessary to alleviate said emergency condition or situation without being liable to the Property Owners for any damage which may occur to the Improvements. In this event, District agrees to make a reasonable effort to contact the Property Owners to give Property Owners the opportunity to protect the Improvements or assist District in the work necessary to alleviate said emergency condition or situation.

13. Any expenses including reasonable attorney's fees incurred by District as a result of the indemnification contained in this Agreement and/or in restoring the Easement, Lake Property, lake bank or Improvements or removing and replacing the Easement or Lake Improvements, shall be paid to District by Property Owners within thirty (30) days after receiving a bill. In the event payment is not received within thirty (30) days of billing, then the District shall be entitled to file a lien in the Broward County Public Records upon Subject Property for all expenses including reasonable attorney's fees, together with interest thereon at eighteen percent (18%) per year or the highest nonusurious rate allowed by law, whichever is less and all costs of collection, including reasonable attorney's fees at all trial and

appellate levels. In the further event that District is required to foreclose its lien, then and in such event, District will be entitled additionally to receive its reasonable attorneys' fees and costs expended in connection with such foreclosure or collection procedure.

14. Property Owners by signing this Agreement acknowledge that District is only permitting occupancy of the Easement and Lake Property by the Improvements, that District has not reviewed and will not review, acknowledge or comment on the structural integrity or sufficiency of the Improvements and that Property Owners are solely responsible for the structural integrity and sufficiency of the Improvements.

15. Property Owners further acknowledge that the Improvements will be or have been constructed in substantial compliance with the sketch or plans attached to this Agreement as Exhibit "B".

16. No changes, additions or modifications to the Improvements as approved by this Agreement shall be permitted without approval of the District Board of Commissioners. In addition, if the Improvements are removed for any reason, Property Owners shall not replace same without approval of the District.

17. Property Owners by signing this Agreement agree to remove the following portion of the Improvements approved under the Variance prior to the transfer of ownership of the Subject Property or within sixty days of transfer to the subsequent property owners if said transfer is by operation of law or beyond the control of the Property Owners: _____ _____. Failure by Property Owners to remove the above described improvements prior to the transfer of ownership of the Subject Property or by the subsequent property owners within sixty days as stated herein shall constitute a breach of this Agreement and the subsequent property owners of Subject Property shall be required to apply for and obtain a new permit through the District, including any required variances, which may be unreasonably denied. Furthermore, District shall have the right to remove said Improvements without being liable to the Property Owners or subsequent property owners for any damage which may occur to the Subject Property or the Improvements. The subsequent property owner shall be required to fully reimburse the District for all costs associated with the removal of said above described Improvements by the District, including all associated attorney's fees incurred as a result of having taken such action, which costs shall be subject to payment by the subsequent property owners to the District in accordance with the provisions of paragraph 13 and other applicable provisions of this Agreement.

18. All notices of request, demand and other communications hereunder shall be addressed to the parties as follows:

As to District:

South Broward Drainage District
Attn: District Director,
6591 S. W. 160th Avenue
Southwest Ranches, Florida 33331

As to Property Owners:

Name:
Address:

or to the record owners of Subject Property according to the Broward County Property Appraiser's Office if the original Property Owners are no longer the owners of the Subject Property.

unless the address is changed by the party by notice given to the other parties. Notice shall be in writing, mailed certified mail, return receipt requested, postage prepaid and shall be deemed delivered when mailed or upon hand delivery to the address indicated. Notwithstanding the foregoing, notices, requests or demands or other communications referred to in this agreement may be sent by facsimile, electronic mail, telegraph or private courier, but shall be deemed to have been given when received.

19. No waiver of any provision of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted and any such written wavier shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

20. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which will constitute one and the same agreement.

21. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors, assigns and grantees.

22. This Agreement shall be construed and interpreted according to the laws of the State of Florida and the venue with respect to any litigation with respect to this Agreement shall be Broward County, Florida.

23. All terms and words used in this Agreement, regardless of the number and gender in which used, shall be deemed to include any other gender or number as the context or the use thereof may require.

24. This Agreement shall not be modified (and no purported modification thereof shall be effective) unless in writing and

signed by the party to be charged.

25. The exhibits hereto contain additional terms of this Agreement. Typewritten or handwritten provisions inserted in this Agreement or exhibits (and initialed by the parties) shall control all printed provisions in conflict therewith.

26. Whenever approvals of any nature are required by either party to this Agreement, it is agreed that same shall not be unreasonably withheld.

27. This Agreement and the exhibits attached hereto shall be severable and if any part or portion of this Agreement or the exhibits shall be found to be invalid or unenforceable, such findings shall not affect the remainder of this Agreement or the exhibits.

28. Property Owners shall reimburse District and pay for any and all reasonable costs incurred by District incidental to entering into the terms of this Agreement, including but not limited to engineering fees, surveying costs, attorneys' fees, recording costs and any other necessary expenses.

29. This Agreement merges and supersedes any and all previous agreements on this subject matter between the parties, whether oral or written, and constitutes the entire agreement between the parties.

30. This Agreement shall be recorded in the public records of Broward County, Florida with Property Owners to pay the full cost thereof.

31. Property Owners acknowledge that they have read and understand this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered
in the presence of:

"DISTRICT" (South Broward Drainage District)

_____
Witness Signature

By:_____
SCOTT HODGES, Chairperson

_____
Print Witness Name

_____
Witness Signature

_____
Print Witness Name

Attest:

_____
Witness Signature

By:_____
ROBERT E. GOGGIN IV, Secretary

_____
Print Witness Name

_____
Witness Signature

_____
Print Witness Name

STATE OF FLORIDA)
)§
COUNTY OF BROWARD)

The foregoing Agreement was acknowledged before me this _____ day of _____, _____, by Scott Hodges and Robert E. Goggin IV, as Chairperson and Secretary, respectively of the SOUTH BROWARD DRAINAGE DISTRICT, a political subdivision of the State of Florida, on behalf of SOUTH BROWARD DRAINAGE DISTRICT. They are personally known to me.

WITNESS my hand and official seal in the county and state last aforesaid this _____ day of_____, _____.

[NOTARY SEAL OR STAMP]

_____
Notary Public:
State of Florida at Large

"Property Owner(s)"

_____
Witness Signature

By:_____

_____
Print Witness Name

_____
Print Name

_____
Witness Signature

_____
Print Witness Name

_____
Witness Signature

By:_____

_____
Print Witness Name

_____
Print Name

_____
Witness Signature

_____
Print Witness Name

STATE OF FLORIDA)
) §
COUNTY OF BROWARD)

The foregoing Agreement was acknowledged before me this _____ day of _____, _____, by _____ as Property Owner, who is personally known to me **[OR]** (who has produced _____ [TYPE OF IDENTIFICATION] as identification).

WITNESS my hand and official seal in the county and state last aforesaid this _____day of_____, _____.

[NOTARY SEAL OR STAMP]

_____
Notary Public:
State of Florida at Large

STATE OF FLORIDA)
) §
COUNTY OF BROWARD)

The foregoing Agreement was acknowledged before me this _____ day of _____, _____, by _____ as Property Owner, who is personally known to me **[OR]** (who has produced _____ [TYPE OF IDENTIFICATION] as identification).

WITNESS my hand and official seal in the county and state last aforesaid this _____day of_____, _____.

[NOTARY SEAL OR STAMP]

_____
Notary Public:
State of Florida at Large

SOUTH BROWARD DRAINAGE DISTRICT
CRITERIA MANUAL

APPENDIX F

SURFACE WATER MANAGEMENT AREA (SWMA) DESIGNATION & DECLARATION OF RESTRICTIVE COVENENANTS

Prepared by:	South Broward Drainage District 6591 S. W. 160 Avenue Southwest Ranches, Florida 33331
Return to:	South Broward Drainage District 6591 S. W. 160 Avenue Southwest Ranches, Florida 33331 (954) 680-3337
Folio No.:	

SURFACE-WATER MANAGEMENT AREA DESIGNATION

THIS SURFACE-WATER MANAGEMENT AREA DESIGNATION is granted this___day of _____, 20__, by _____ , whose address is _____, hereinafter referred to as "Grantors", to SOUTH BROWARD DRAINAGE DISTRICT, a political subdivision of the State of Florida, located at 6591 Southwest 160 Avenue, Southwest Ranches, Florida 33331, hereinafter referred to as "District".

WITNESSETH

That the Grantors, for and in consideration of the sum of ten dollars ($10.00) and other goods and valuable consideration in hand paid by District, the receipt whereof is hereby acknowledged, do hereby grant and convey to District, its successors and assigns, a perpetual and exclusive SURFACE-WATER MANAGEMENT AREA for the storage and flowage of surface water together with any necessary appurtenances incidental and necessary thereto, over, across and through the following described property of Grantors:

SEE EXHIBITS "A" AND "B" ATTACHED HERETO

of such character and sufficient size as to make a proper and adequate drainage system that District, its successors and assigns may establish.

Together with free ingress, egress and regress across said lands for the purpose of maintaining and repairing the drainage system and appurtenances therein.

The Grantors further acknowledge that the SURFACE-WATER MANAGEMENT AREA shall be used for storage and flowage of storm water, shall not be filled in and shall not be raised to an elevation above normal ground elevation and shall be maintained by the Grantors.

IN WITNESS WHEREOF, we have hereunto set our hands and seals the day and year first above written.

Signed, sealed and delivered
in the presence of:

"GRANTORS"

_____
Witness Signature

_____
Grantor Signature

_____
Witness Printed Name ↑

_____
Grantor Printed Name ↑

_____
Witness Signature

_____
Witness Printed Name ↑

STATE OF FLORIDA)
) §
COUNTY OF BROWARD)

THE FOREGOING SURFACE-WATER MANAGEMENT AREA DESIGNATION WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20__, BY _____ AS _____, GRANTOR, WHO IS PERSONALLY KNOWN TO ME (OR) HAS PRODUCED _____ (TYPE OF IDENTIFICATION).

WITNESS MY HAND AND OFFICIAL SEAL IN THE COUNTY AND STATE LAST AFORESAID THIS _____ DAY OF _____, 20__.

NOTARY SEAL AND STAMP
↓

NOTARY PUBLIC

PRINTED OR STAMPED NAME OF NOTARY PUBLIC

SOUTH BROWARD DRAINAGE DISTRICT
CRITERIA MANUAL

APPENDIX G

BAILEY DRAINAGE DISTRICT ORDINANCE NO. 80-3

84-245423

A F F I D A V I T

STATE OF FLORIDA

COUNTY OF BROWARD

BEFORE ME this day personally appeared COMMISSIONER STEPHEN A. LONGO, who, being first duly sworn, deposes and says:

1. That he is a commissioner of the Bailey Drainage District and is authorized and empowered to sign this Affidavit on its behalf.

2. That attached hereto marked "EXHIBIT A" and made a part hereof is a true copy of Bailey Drainage District Ordinance No. 80-3 dated April 4, 1981, entitled:

"An ordinance establishing rules and regulations pertaining to drainage within the district; providing standards and procedures for the issuance of permits by the District; providing design standards for the permitting of drainage structures; providing for application of the ordinance; providing for administration; providing for restrictions on the issuance of permits; setting forth fees to be charged; providing for liability; providing for inspection; providing for maintenance of drainage structures; providing for cancellation of permits and removal of structures; providing requirements of water quality and discharges; providing for severability and providing for an effective date."

THIS IS NOT AN OFFICIAL COPY

3. That those restrictions referred to in (a) Notice of Correction dated March 16, 1981, recorded April 10, 1981, in Official Records Book 9519 at Page 366, and (b) Affidavit acknowledged July 28, 1983, recorded November 10, 1983, in Official Records Book 11261 at Page 616, both of the Public Records of Broward County, Florida, are one and the same restrictions as those set forth in said Ordinance No. 80-3.

FURTHER AFFIANT SAYETH NOT.

STEPHEN A. LONGO
Commissioner

SWORN TO AND SUBSCRIBED
before me this 27
day of June, 1984.

Nora M. Sachman
NOTARY PUBLIC, State of Florida
at Large

My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES NOV 19 1984
BONDED THRU GENERAL INS., UNDERWRITERS

RETURN TO STANLEY H. APTE
SUITE 230
169 LINCOLN RD
MIAMI BEACH, FLA 33135

JUL 13 2 17 PM '84

OFF REC 11853 PAGE 952

BAILEY DRAINAGE DISTRICT

ORDINANCE NO. 80-3

AN ORDINANCE ESTABLISHING RULES AND REGULATIONS PERTAINING TO DRAINAGE WITHIN THE DISTRICT; PROVIDING STANDARDS AND PROCEDURES FOR THE ISSUANCE OF PERMITS BY THE DISTRICT; PROVIDING DESIGN STANDARDS FOR THE PERMITTING OF DRAINAGE STRUCTURES; PROVIDING FOR APPLICATION OF THE ORDINANCE; PROVIDING FOR ADMINISTRATION; PROVIDING FOR RESTRICTIONS ON THE ISSUANCE OF PERMITS; SETTING FORTH FEES TO BE CHARGED; PROVIDING FOR LIABILITY; PROVIDING FOR INSPECTION; PROVIDING FOR MAINTENANCE OF DRAINAGE STRUCTURES; PROVIDING FOR CANCELLATION OF PERMITS AND REMOVAL OF STRUCTURES; PROVIDING REQUIREMENTS OF WATER QUALITY AND DISCHARGES; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

THIS IS AN OFFICIAL COPY

WHEREAS, pursuant to Section 35, Chapter 67-950, Laws of Florida, Regular Session 1967, The Board of Commissioners of Bailey Drainage District is empowered to promulgate and enforce rules and regulations necessary to implement and enforce this law; and,

WHEREAS, pursuant to Section 35, Chapter 67-950, Laws of Florida, Regular Session 1967, The Board of Commissioners of Bailey Drainage District is empowered and directed to promulgate a code of general specifications and procedures for the obtainment of a Drainage Permit and for hearings in connection therewith before the Board of Commissioners, for approval of plans for all structural improvements coming into, over, onto or through any of the waterways of the District; and

O.R. REC 1185 PAGE 953

WHEREAS, pursuant to Section 38, Chapter 67-950, Laws of Florida, Regular Session 1967, The Board of Commissioners of Bailey Drainage District is empowered and directed to promulgate a code of specifications as to content of discharge and effluents coming into the waterways of the District;

NOW THEREFORE BE IT ORDAINED, that the following rules and regulations be adopted as conditions precedent to be met prior to the issuance of a Drainage Permit by the District.

"EXHIBIT A"

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I. Definitions - The following definitions are for the purpose of making clear and distinct the intentions of the language used in this Ordinance except where specific definitions are used within a specific article or section of this Ordinance. For the purpose of such sections, the following terms, phrases, words and their derivatives shall have the meaning given herein when not inconsistent with the text. Words used in the present tense, include the future tense, words used in the plural number include the singular number and words used in the singular number include the plural number. The word "shall" is mandatory and the word "may" is permissive.

A. Subdivision - A subdivision shall include the division of a parcel of land, whether improved or unimproved, into three or more lots, or other divisions of land, for the prupose, whether immediate or future, of transfer of ownership, or if the establishment of any new street is involved, and division of such parcel; provided that the division of land into parcels of more than five (5) acres not involving any changes in street lines of public easements shall not be deemed to be a subdivision within the meaning of this article. The term includes a re-subdivision and, when appropriate to context, shall relate to the process of subdividing or to land subdivided.

B. Developer - Developer shall mean any individual, firm, association, partnership, corporation, trustee or any other legal entity commencing under this Ordinance to obtain approval of a proposed plat, or their successors or assigns.

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C. Plat - Plat shall mean a map or delineated representation of a tract or parcel of land showing the designation of such land as lot(s), block(s), parcel(s), tract(s) or other portions thereof however the same may be designated, and which, if approved, will be submitted for recording in the plat book of the public records of Broward County, Florida.

D. Commission - Commission or Board of Commissioners of the Bailey Drainage District.

E. Alley - A public right-of-way not over twenty (20) feet in width, providing a secondary means of access and service to the abutting property.

F. Cul-de-sac - A minor street intersecting another street at one end and terminated at the other end by a vehicular turnaround.

G. Easement - A right-of-way granted for limited use of private property for a public or quasi-public purpose.

H. Half or partial street - A street, generally parallel and adjacent to the boundary line of a tract, having a lesser right-of-way width than required for a full width street of the type involved.

I. HCP - Shall mean horizontal control points, each of which shall consist of a nail in a disc (disc stamped with surveyor's registration number preferred), iron pipe, brass marker or iron pin.

J. Improvements, public - Any of the following: Street pavement, with or without curbs and gutters; sidewalks, alley pavement; walkway pavement; water mains; sanitary sewers; storm drains; street name signs; street

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trees; permanent reference monuments (PRM); horizontal control points (HCP).

K. Lot - A tract or parcel of land identified as a single unit in a subdivision, and intended for transfer of ownership, use or improvements.

L. Lot depth - The mean horizontal distance between the front and rear lines of a lot.

M. Lot width - The horizontal distance between theside lines of a lot at the front yard line, or at the front lot line where no front setback is required.

N. Overall plan - A plan depicting a general layout of streets, blocks, lots, waterways, etc., for the future subdividing of an area, which may be platted in sections for each of which a preliminary plat will be filed.

O. Plat, final - A complete and exact subdivision plan, prepared for official recording as required by statute, to identify and define property rights, dedications and public improvements.

P. Plat, preliminary - A tentative subdivision plan, in the same detail as final plat, and showing proposed street and lot layout as a basis for consideration prior to submitting of the original tracing of a final plat, but made from the tracing. This could also be called a "preliminary final plat", and shall be approved by the Commission who may also at the same time give tentative approval to the final plat.

Q. Reverse frontage lot - A lot extending between and having frontage on a trafficway and a minor street and with no vehicular access from the trafficway.

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R. Right-of-way - Land reserved, used or to be used for a street, alley. walkway, drainage facility or other public purpose.

S. Setback or base building line - The line within a property defining the required minimum distance between any enclosed structure and the adjacent right-of-way.

T. Sight distance - The minimum extent of unobstructed vision (in a horzontal or vertical plane) along a street from a vehicle located at any given point on the street.

U. Street - A public thoroughfare which normally affords principal means of access to abutting property.

V. Street, collector - A street which, in addition to giving access to abutting properties, carries traffic from minor streets to major systems of arterial streets and highways, including the principal entrance street of a residential development.

W. Street, marginal access - A minor street parallel to and adjacent to a trafficway, and which provided access to abutting property and protection from through traffic.

X. Street, minor - A street used primarily for access to abutting property.

Y. Subdivider - See Developer

Z. Coordinator of Development Review - A Commissioner of Bailey Drainage District with duties, powers and responsibilities authorized by Bailey Drainage District Ordinance 80-1.

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II. Application of Ordinance

A. This Ordinance shall apply to all land within Bailey Drainage District, and to all lots, platted or unplatted whether subdivided or re-subdivided of any size.

B. This Ordinance shall apply to all structural improvements or alterations to structures, involving drainage canals including but not limited to swales, culverts and the drainage of any property into or onto roads, swales, canals, or other property within the District.

C. This Ordinance shall apply to drainage works in the District and connections to drainage works in the District, including but not limited to canals, swales, drains, ditches, levees, dikes, dams, sluices, locks, revetments, resovoirs, holding basins, floodways, pumping stations, syphons, storm sewers.

D. This Ordinance shall apply to all utilities over, under or through canals, swales, roads, or other easements or right-of-way of the District.

E. This Ordinance shall apply to all discharges made into the waters of the District including discharges into the swales, and the use of all waters of the District.

III. Admininstration - In order to assure completeness of information, a request for permit shall be made in the form of an application to the District.

A. The Co-ordinator of Development Review, as established by Ordinance 80-1, shall review the permit application for completeness, and shall accept the application if it is complete or reject the application if it is incomplete.

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B. The Co-ordinator of Development Review shall complete the review of the application within ten (10) working days after the acceptance of the application.

C. The permit will be approved or rejected by the District, with or without conditions, within thirty (30) days after the application has been accepted.

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IV. Procedure For Preparation of Permits.

The application for permits should contain all pertiment and neccessary information and shall be in triplicate.

V. Requirements For Plans - The plan shall show the following information:

A. Plot Plan showing size with all lettering of the same size.

B. Section, Township and Range.

C. North Arrow.

D. Street address if any.

E. Graphic scale.

F. Legal Description.

G. Dedication, if corporation, with signatures President, Secretary and Seal.

H. Statement of type of work applied for.

I. Drawing showing work to be done with cross sections and relationship to canal or swale.

J. Elevations including canal bottom, water surface elevation and ground elevation (NGVD).

K. Surveyor's Signature and Seal with Certificate.

L. Location Sketch.

M. Location, width and names of all streets, alleys, right-of-way and easements.

N. PRM's and PCP's and their locations.

O. County Planning and Zoning Depts. as applicable.

P. Name of Property Owner.

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VI. Design Standards

A. Roads

1. A Florida registered professional engineer shall be employed by the developer to design required physical improvements to include but not be limited to streets, drainage facilities, canal crossings, sidewalks, bulkheads, and utilities. The District shall review and approve all plans and specifications. Laboratory field tests or field measurements may be required for the following:

   a. Subgrade - Width, depth, density, and Limerock Bearing Ratio.

   b. Base - Width, depth, density, crown, LBR.

   c. Surface - Width, depth, density, extraction and stability.

   d. Concrete - Compressive strength.

   Such tests shall be an approved testing laboratory at the developer's expense. Prior to final acceptance by the District, the Developer shall submit a statement to the District stating that all materials used in construction meet Florida Department of Transportation current specifications or other acceptable specifications.

2. The following shall be the minimum specifications for the preparation and construction of street and right-of-way dedicated to the public.

   a. Selected clearing and grubbing shall be performed as necessary install improvements.

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b. Muck, peat, and other unsuitable material shall be completely removed with in the limits of the road right-of-way.

c. Excavations and depressions shall be properly backfilled and compacted in accordance with Section 120, D.O.T. Road Standards, Excavation and Embankment Compaction.

d. Fill sections shall be constructed in maximum lifts of twelve (12) inches.

e. Subgrade

1. The subgrade shall be two (2) feet wider than base course (one foot each side).

2. The subgrade shall have a twelve (12) inch depth having a Limerock Bearing Ratio of forty(40) PSI and compacted to 98% density as determined by AASHTO T-180.

f. Base

1. The base course shall meet the requirements of Florida Department of Transportation Specifications latest edition for one of the following:

a. Section 200, Limerock Base and Section 911, Limerock Base Material for Limerock Base and Stabilized Base.

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b. Section 250, Shell Base and Section 913, Shell Material.

c. Alternate as approved by the District.

2. Minimum thickness of limerock or shell rock base shall be eight (8) inches.

3. The base shall be one (1) foot wider (6" each side) than the finished asphaltic surface.

4. Prime and tack coats shall be applied according to Section 300 - Prime and Tack Coats for Base courses, of the Florida DOT Specifications.

g. Surface

1. The surface course shall meet the requirements of Florida DOT Specifications: Section 331 - Type S-1 Asphaltic Concrete, Section 332- Type II Asphaltic Concrete or approved equal.

2. If Type S-1 ACSC is used, it shall have a minimum thickness of one (1) inch. If Type II ACSC is used, it shall have a minimum thickness of one and one-half (1-1/2) inches.

3. The surface widths of all streets and trafficways shall be a minimum of twenty-four (24) feet.

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h. Right-of-way

Right-of-way shall be dedicated to the District for roads and drainage. The amount of dedication shall be sufficient to implement the Plans of Water Management and provide for traffic circulation. All new roads not in existance as of the date of this ordinance as determined by public records and maps of the District shall provide for a right-of-way of not less then sixty (60) feet for road and drainage purposes.

B. Culvert Connections

1. Installation of culverts through or under District levees shall be prohibited.
2. No culverts shall be permitted in the existing waterways unless reviewed and approved by the District Engineer.
3. Any installation shall include necessary erosion control measures such as grassing, riprapping or retaining walls.
4. Should any connections prove inadequate to serve the needs of the installation, with resulting washout or shoaling, said damage to the District works will be removed promptly by the permittee at no cost to the District.
5. The District reserves the right to limit the size or location of any connections which adversely affects the District's works.

C. Pump Connections

No pump connections or Pump Stations shall be allowed on any District right-of-way.

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D. Beautification

1. Trees and plantings of any type, except grass, are not permissible on the District's right-of-way.

2. If any such improvements be made they are subject to removal within thirty (30) days, by permittee at his expense upon notification by the District, when such improvements interfere with the maintenance or drainage responsibilities of the District.

3. Upon failure of the permittee to remove such improvements, the District may remove same without liability or responsibility.

E. Utilities Crossings

All utilities crossing over, under or through any work of the District including, but not limited to right-of-way and swales are subject to permit by the District. Plans for any such work shall be submitted to the District for review.

F. Seawalls, Bulkheads

Construction of seawalls, or bulkheads, not prejudical to the water control program, may be authorized under permit. Each application will be judged on its merits and must meet the requirements of the specific location.

G. Bridges over works of District.

1. Bridges constructed over the canals within the boundaries of the District require crossings having a fifteen (15) foot horizontal clearance between center bents, a minimum vertical clearance of five (5) feet between low member and high water elevation or natural ground elevation.

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2. The District reserves the right to determined which of the two elevations, whether high water or natural ground elevation will be the control in establishment of the required vertical clearance.
3. Bents and bridge piers are required to be so located that they will not catch debris or interfer with the normal flow of water.
4. Pilings should be placed parallel to the major axis of the canal and protected in order that future cleanout under the bridge can be accomplished.
5. Details of fencing at crossings, headwalls, and other special items will vary from site to site depending on soil conditions and other factors.
6. All bridge structures over District waterways shall be designed and certified by a professional engineer registered in the State of Florida, and are subject to approval by the District Engineer.
7. Bridge approaches shall be designed and constructed in such a manner as to not interfere with the passage of the District's maintenance equipment including dragline and lowboy tractor trailer.
8. Bridge approaches shall be properly graded, shaped or otherwise treated to prevent eroison of the District's levees, berms and canal banks.
9. A cross section of the canal taken at the centerline of the proposed work showing the entire canal, from bank to bank, drawn to scale, shall be submitted with the application. Such a cross section shall be certified by a registered land surveyor.

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H. Fences

Fencing on District right-of-way that would prohibit through access is not allowed.

I. Drainage Swales

1. All drainage easements must have access from rights-of-way, such as gates to enter for clearing purpose.

2. All drainage swales shall be graded so that the centerline of the swales is a minimum of eight (8) inches below the crown elevation of the adjacent road.

3. Drainage swales on adjacent property lines, when required, shall be graded so the centerline is a minimum of eight (8) inches below the existing elevation of the land abutting the swale graded to flow and connect with a drainage swale adjacent to a road or canal.

J. Driveway Culvert

1. Culvert pipes under driveways shall be a minimum of ten (10) inches diameter. The inside bottom of pipe shall be a minimum of eight (8) inches below the crown elevation of the road.

2. If a culvert pipe is not to be used, the paved driveway in the swale area must be a minimum of eight (8) inches below the crown elevation of the road.

VII. Types of Permits - Permits shall be issued by Bailey Drainage District

A. Regular Permit - A regular permit will be required for drainage swales, grading for drainage purposes, and/or connections to any work of the District, pertaining to a structure requiring a certificate of occupancy by Broward County.

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B. Major Permit - A major permit will be required for all culverts, pumps, bridges, roads, canals and all works requiring inspection by the District Engineer.

C. Minor Permit - A minor permit will be required for fences and for structures or barns or additions which do not require a certificate of occupancy from Broward County.

D. Emergency Permit - An emergency permit may be issued by the District when in its judgement, any delay in issuing a permit would effect the safety of the public, or result in damage to private or public property.

VIII. Restrictions on the Issuance of Permits in The District

A. If failure to receive final approval for any work in the District affects the ability of the District to properly perform the functions of the District, The Board of Commissioners may require that the work be removed from the District at the owner's expense.

B. A permit shall be effective for one (1) year from the day of issuance.

C. Permits convey no property rights or privileges other than those specified in the permit.

D. Permits are not assignable without the specific consent of the District.

E. Modifications to existing works under permit may be made without applying for a new permit provided the permit showing the existing situation and proposed modifications is submitted to the District and the District approves of same.

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F. Issuance of a permit by Bailey Drainage District does not relieve permitee from the necessity of any other State, Federal or Local permit for his work.

G. No permit will be issued for swales, drainage or improvements for more than one (1) dwelling unit per two (2) acres of land, net of any dedications. This section shall not be construed as prohibiting drainage connections by existing structures.

H. No permit will be issued that is inconsistent with the District's Plan of Water Management.

I. No permit will be issued which would permit a structure that would cause or contribute to the flooding of another property owner.

J. No permit will be issued until dedications are made to the District that are deemed necessary, by the District for roads, drainage or utilities.

K. No discharge of any material or water will be allowed that would reduce the quality of water in the District to a lesser quality than now exist or will meet the standards of DER whichever is higher.

L. No permit shall be issued for the withdrawal of water for the Districts canals for irrigation purposes.

IX. Fees - Reasonable and necessary fees shall be charged for permits. The following fees shall be charged for permits:

A. Minor Permit - Five Dollars ($5.00)

B. Regular Permit - Fifty-five Dollars ($55.00)

C. Major Permit - Fifity-five Dollars ($55.00) plus Engineering fees and Engineering inspection fees.

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X. Liabilty - The permittee shall agree to hold and save Bailey Drainage District and it's successors harmless from any all damages, claims, or liabilities which may arise by reason of the construction, operation, maintenance, or use of the work or structure involved in the permit.

XI. Inspection - The permittee shall allow, at any time, inspection of any works or structure or use established under permit.

XII. Maintenance - The permittee shall maintain any works or structures, title to which remains with the permittee, in a good and safe condition.

XIII. Cancellation of Permits and Removal of Structures

1. Permits are valid for one (1) year from the date stated on the permit unless cancelled by the District. Any permit may be cancelled with thirty (30) days written notice to permittee.

2. In event that the requirements or interests of the District, indicate that the removal or alterations of any structure or works installed on the Districts easements or property by the permittee is necessary, sixty (60) days written notice will be given by the District. Should the permittee fail or refuse to alter, repair or remove the structure or work when notified, the District may alter, repair or remove the structure or work and the cost incident there to must be paid by the permittee. In addition, the District may immediately cancel any permit and/or remove or alter any work or structure in emergency situations where the continued exercise of a permit might endanger lives or property.

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XIV. Severabilty

If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, the said holding shall in no way affect the validity of the remaining portions of this Ordinance.

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XV. Effective Date

This Ordinance shall become effective upon its adoption by the Commissioners of the Bailey Drainage District.

Approved

Date: April 4, 1951

William Albright

G. H. Matthews

RECORDED IN THE OFFICIAL RECORDS BOOK OF [illegible] COUNTY, TEXAS
F. T. JOHNSON

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