

**SOUTH BROWARD DRAINAGE DISTRICT  
GOVERNING BOARD MEETING MINUTES  
FEBRUARY 23, 2012**

**Present:**

Scott Hodges, Chairperson  
James Ryan, Vice Chairperson  
Vicki Minnaugh, Treasurer  
Robert E. Goggin, IV, Secretary  
Alanna Mersinger, Commissioner  
Thomas Good, Commissioner  
Mercedes Santana-Woodall, Commissioner

Kevin M. Hart, District Director  
Douglas R. Bell, Legal Counsel  
Barry Fink, C.P.A., SBDD Accountant  
Dona Wong, Court Reporter  
Reina Muniz, Recording Secretary  
General Public: See Attached List

**Absent:**

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**01. CALL TO ORDER/PLEDGE OF ALLEGIANCE**

Meeting called to order at 8:03 A.M., followed by the Pledge of Allegiance.

**02. PUBLIC COMMENT**

None.

**03. APPROVAL OF MINUTES**

Commissioner Goggin moved for approval of the minutes of the January 19, 2012, South Broward Drainage District Board meeting. Motion was seconded by Commissioner Minnaugh and was carried unanimously.

**05. DISTRICT DIRECTOR'S REPORT**

**A. PRESENTATION BY BARRY FINK, CPA ON SBDD FINANCIAL STATEMENT FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2011**

District Director Hart introduced Mr. Barry Fink, CPA, SBDD Accountant, and he thanked Mr. Fink for the excellent work he does for the District.

Mr. Fink said that the final report for the SBDD Financial Statement for the Fiscal year ending September 30, 2011 is ready for the Board's approval. He said that on February 1, 2012, SBDD received a letter from the Auditor General, State of Florida. He said it

was a desk review of the prior year's financial statement and three things were brought forth. One was the incorporation of GASB-54 in this year; and the other two items were minor disclosures that the Auditor General felt could improve future financial statements. All three comments from the Auditor General's office have already been included in the footnotes.

Mr. Fink commented on a report issued by the Auditor General that he distributed to the Board members for review. He said that the report underscores the deteriorating financial condition of many Special Districts throughout the state. He noted that the report also indicated some non-compliance issues that Special Districts had, including some simple procedural items, such as not approving their budget. Mr. Fink was happy to note that SBDD did not have any such issues.

Commissioner Minnaugh made a motion to approve the SBDD Financial Statement for the Fiscal year ending September 20, 2011. Motion was seconded by Commissioner Santana-Woodall and was carried unanimously.

**05. B. REQUEST TO IMPLEMENT "POSITIVE PAY" FRAUD PROTECTION PLAN FROM SUNTRUST BANK AND TO FUND THE COST THROUGH INTEREST CREDIT EARNINGS.**

District Director Hart said that last year he made the Board aware of a fraud incident on SBDD's checking account where fraudulent checks were cashed; and this prompted the District to do some research and to review and evaluate some additional measures that the District can take to increase their level of fraud protection. He said that Mrs. Iratzoqui and he met with the representatives from SunTrust Bank, and several fraud protection options were discussed. He said that SunTrust Bank offered a higher level of protection service called "Positive Pay" and that there are two other protection services that are available: (1) UPIC (Universal Payment Identification Code) which will establish dummy account numbers for companies that are depositing money into SBDD accounts; and (2) ACH Fraud Control, which will establish limits on automatic deposits or payments, and if for any reason those limits are exceeded, it will get flagged and investigated.

He recommended that the District upgrade their bank service with Suntrust to the Online Treasury Management and implement the Positive Pay. He said this is the highest level of fraud protection the District can get for their checking account. The monthly service charge is \$226.68 and the purchase of a Software program is also needed in order to allow the District to transfer the checks that are written. He explained how this works and said that it will catch any potential fraud before the checks are cashed.

District Director Hart also recommended that the District split the Emergency Reserve Account into an Interest Income Account and an Earnings Credit Account so that the District can offset the monthly service fee.

Commissioner Minnaugh made a motion to implement "Positive Pay" and to split the



Emergency Reserve Account to offset the monthly charge. Motion was seconded by Commissioner Goggin and it was carried unanimously.

**04. CONVENED PUBLIC HEARING AT 8:15 A.M.**

At this time, a Closed Door Session was called to order with the following people in attendance: Chair Scott Hodges, Vice Chair James Ryan, Commissioner Vicki Minnaugh, Commissioner Rob Goggin IV, Commissioner Alanna Mersinger, Commissioner Thomas Good, Commissioner Mercedes Santana-Woodall, District Director Kevin Hart, Attorney Douglas Bell and Court Reporter Dona Wong.

**RECONVENED REGULAR BOARD MEETING AT 8:50 A.M.**

**05. C. RESOLUTION 2012-02; APPROVAL OF THE AGREEMENT WITH AD PEMBROKE LAND COMPANY, LLC (AKA: DUKE REALTY CORPORATION) FOR SBDD S-3 DRAINAGE BASIN IMPROVEMENTS**

District Director Hart said that a revised Resolution and Agreement had been distributed to the Board and some language had been added at the request of Duke Realty. He said he sent the drainage calculations to an independent third party engineer who reviewed and confirmed that everything is in order, and the cost to do any updates to the model was incorporated into the final figure.

District Director Hart said that Duke Realty had concerns that if for some reason SFWMD did not approve the elimination of the 20% water management area, in lieu of the improvements, that they would be reimbursed for the contribution. District Director Hart said that he met with SFWMD and does not see any reason to believe that they would not get a permit and that once those permits are issued then the Agreement will be final.

Commissioner Goggin motioned for approval of the Agreement and Resolution 2012-02 as submitted: Approving and Adopting an Agreement with AD Pembroke Land Company, LLC for SBDD S-3 Drainage Basin Improvements. Motion was seconded by Commissioner Santana-Woodall and was carried unanimously.

**06. A. UPDATE ON GRAND PALMS LAWSUIT**

Through the Chair, it was agreed to move item # 06A up for discussion.

At this time, District Director Hart briefed the Board on where the District stands with the Draft Settlement Agreement which was presented to the Board. He said that the proposed Agreement addresses concerns and issues previously raised by the Board. He said the Agreement states that SBDD would pay 50% of the cost of the improvements and would get a credit of \$4,500 which equates to half of the engineering and construction management costs, which would put the District's cost at \$25,500. Language has been added to the Agreement that would cap any exposure by SBDD at \$25,500. He said that language was also added for an escape clause; and everything



else within the Agreement was consistent with what was presented in past Board meetings.

District Director Hart recommended that another clause be added to the Agreement that would convey ownership of the improvements to the owners of 15500 Pines Boulevard Corp. through a Bill of Sale, upon completion of construction. Attorney Bell clarified that some minor tweaks will need to be done to the verbage as far as the names, so that it states the proper names of the parties involved, since some names have changed, and this will be presented at the next Board meeting for final approval, and it will also be presented to Grand Palms since they are the recipient of everything.

Commissioner Minnaugh made a motion to accept the Agreement in concept and to add the verbage recommended by District Director Hart, and subject to the tweaking and confirmation of ownership as well; motion seconded by Commissioner Good.

In discussion, Vice Chair Ryan expressed his opposition to the motion. The question was called and carried by a vote of 5 to 2; with opposing votes from Vice Chair Ryan and Commissioner Goggin.

Attorney Bell announced that a closed door session is to be scheduled tentatively for the next Board meeting at 8:15 a.m. to further discuss the Grand Palms Litigation.

Vice Chair Ryan then requested that Attorney Bell obtain an opinion from the Attorney General's office on the legality of using public funds to settle the lawsuit, as proposed. After a consensus was reached by the Board, Attorney Bell indicated that he will research this and report back to the Board.

**05. D. REQUEST FOR RELEASE AND VACATION OF DRAINAGE EASEMENTS:**

- a. Montessori Academy – Phase II:** This is a request for release and vacation of a drainage easement at Montessori Academy – Phase II which is located on the South side of Pines Boulevard, between SW 184<sup>th</sup> Avenue and SW 196<sup>th</sup> Avenue.

District Director Hart explained that the original Phase I plans had a drainage retention area within a landscape area in the parking lot. He said that the Montessori Academy had dedicated an easement to the District over this retention area and with the expansion of the Montessori school, the new building is now located over top of this previously dedicated easement. The school addition has been under construction for some time, and a new drainage easement has already been dedicated to compensate for the loss of the retention area, and most of their infrastructure is now complete. This is the only action needed in order to vacate the easement.

Commissioner Minnaugh moved for approval of the release and vacation of the drainage easements; motion seconded by Commissioner Goggin.

In discussion, Commissioner Good commented that although he is not opposed to the solution, a permit was given without any documentation of a vacation of an easement. He said that somewhere along the line this needs to be addressed. Chair



Hodges had concerns that the City would issue a building permit on top of an easement. Commissioner Good said that it seems that SBDD is dealing with these sorts of problems whenever SBDD has variances with homeowners. He does not know why it is, that as controlling as a municipality could be, things like this are let go. He said that it seems that this situation is a bit larger in scale. He suggested that an official letter should be sent to the municipality stating that they are issuing approvals without proper coordination with SBDD. Commissioner Mersinger agreed with Commissioner Good and said that SBDD signed off on that permit knowing that they did not vacate the easement. She suggested that SBDD ask the municipality not give a permit, unless SBDD has done the proper documentation. In response, Commissioner Good said that he assumes that the permit that SBDD signed off on was what the actual drainage would look like; and it was assumed that the City Building Officials would do the necessary documentation in order to vacate that property. District Director Hart agreed and suggested that a condition be added to the SBDD Permit that states clearly that “no Building Permit shall be issued prior to the formal vacation of the easement”.

The question was called and the motion was carried unanimously.

- b. Sheridan Village (Letter of No Objection):** This is a request for vacation of easements for the “Sheridan Village” Plat located on the remaining vacant parcel on the south side of Sheridan Street, west of Spring Valley and east of Lakes of Western Pines.

District Director Hart explained that Sheridan Village recorded drainage easements when they platted this property and the easements were based on a development plan that was created back then, and now, a new developer is involved, and a new development plan has been created, and so they need to make the changes to the easements. This process needs to go through Broward County because the easements were dedicated by plat. He said that they are moving forward well in advance of any permits being issued and are getting all of the vacations and easement issues addressed early on in the process; and the District will need to issue a letter of “no objection” to Broward County so that they will vacate the easements.

District Director Hart recommended that the approval be subject to adding the following language to the letter of no objection: “Prior to the recordation of the vacation, any new easements required by SBDD will be recorded and that Sheridan Village will include any provisions for the adjacent Sheridan Street right-of-way”. He said SBDD staff has no objection to this letter because SBDD will be getting new easements as part of their new development plan which SBDD is currently reviewing in-house.

Commissioner Minnaugh moved to approve for discussion; motion seconded by Commissioner Goggin.

Further discussion ensued regarding who owns this property and what is being proposed for this property. The question was called and it was carried unanimously.

## **05. E. AWARD OF CONTRACTS**



**a. TREE REMOVAL & TRIMMING IN MIRAMAR**

District Director Hart said that an advertisement for bids was placed for the Tree Removal and Trimming at thirteen (13) locations within the City of Miramar. Eleven bids were received, ranging in price from \$5,490.00 to \$57,600.00. Each bidder was required to visit each job site location with a SBDD representative as a pre-requisite to submitting a bid. The lowest bid received was submitted by Pan American Landscaping, LLC in the amount of \$5,490.00. This company has done work for SBDD before and SBDD has been satisfied with their work. This project will be funded out of the General Operating Fund.

District Director Hart requested Board approval for the contract award of the Tree Removal and Trimming Project in Miramar to Pan American Landscaping, LLC for the lump sum of \$5,490.00.

Commissioner Minnaugh moved for approval to award the Tree Removal & Trimming in the City of Miramar Project to Pan American Landscaping, LLC for the lump sum of \$5,490.00. Motion was seconded by Commissioner Goggin and carried unanimously.

**b. FABRIC-FORMED ENDWALL CONSTRUCTION PROJECT AT THREE LOCATIONS IN PEMBROKE PINES AND MIRAMAR.**

District Director Hart said that an advertisement for bids was placed for the Fabric-Formed Endwall Construction project in three (3) locations in the City of Pembroke Pines and Miramar. Each bidder was required to visit each job site location with a SBDD representative as a pre-requisite to submitting a bid. SBDD received a total of four bids. The base bid amounts ranged in price from \$24,000 to \$45,700; and the alternate bid amounts ranged in price from \$22,000 to \$30,000. The lowest bid amount for the base bid received was from LCCI Construction LLC. in the amount of \$24,000; and the lowest bid amount for the alternate bid was received from Underwater Engineering Services, Inc. in the amount of \$22,000. This project will be funded out of the General Operating Fund.

Commissioner Minnaugh moved for approval to award the Base Bid for the Fabric-Formed Endwall Construction Project to LCCI Construction, LLC for the lump sum amount of \$24,000.00. Motion was seconded by Commissioner Goggin and carried unanimously.

Commissioner Minnaugh moved for approval to award the Alternate Bid for the Fabric-Formed Endwall Construction Project to Underwater Engineering Services, Inc. for the lump sum amount of \$22,000.00. Motion was seconded by Commissioner Santana-Woodall and carried unanimously.

**c. CONVERSION AND REPAIR OF TWO 42" STORMWATER PUMPS IN MIRAMAR.**

Per the request of District Director Hart, this item was deferred to a future date to give staff more time to further review the contract and to be able to stagger these

contracts.

**d. REPLACEMENT OF THE MASTER AND INDIVIDUAL ENGINE CONTROL PANELS AT THE SBDD S-3 & S-8 PUMP STATIONS IN MIRAMAR & SWR**

This project is to complete the upgrades of the control panels at the District's pump stations. District Director Hart said that an advertisement for bids was placed for the Replacement of the Master and Individual Engine Control Panels at the SBDD S-3 & S-8 Pump Stations in Miramar & SWR. There were two (2) bids received, ranging in price from \$115,986 to \$333,132; and the lowest bid was received from TAW Custom Equipment Inc. for the lump sum of \$115,986. This company had done the previous contract for SBDD, and the District was very satisfied with their work. This project will be funded out of the Capital Improvement Committed Account.

District Director Hart requested the Board award the contract for the Replacement of the Master and Individual Engine Control Panels at the SBDD S-3 & S-8 Pump Stations in Miramar & SWR Project to TAW Custom Equipment Inc. for the lump sum amount of \$115,986.

Commissioner Minnaugh moved for approval to award the Replacement of the Master and Individual Engine Control Panels at the SBDD S-3 & S-8 Pump Stations in Miramar & SWR project to TAW Custom Equipment Inc. for the lump sum of \$115,986. Motion was seconded by Commissioner Mersinger and carried unanimously.

At this time, Commissioner Good excused himself from the meeting.

**05. F. REQUEST TO TRANSFER FUNDS FROM CAPITAL IMPROVEMENTS COMMITTED ACCOUNT TO GENERAL OPERATING ACCOUNT FOR SWR CULVERT REPLACEMENT PROJECT.**

This item is a follow-up and request for the final transfer of funds for the District's Culvert Replacement Project that was completed last year in the Town of SWR. This was a cost-sharing project with the Town of SWR and they will be reimbursing SBDD a total of \$10,000. The total cost of the project was \$71,840.82 and SBDD's share is \$61,840.82. District Director Hart requested formal approval from the Board to transfer funds from the CIP Committed Account to the General Operating Account.

Commissioner Mersinger Moved for approval of the transferring of funds from the Capital Improvements Committed Account to General Operating Account for the SWR Culvert Replacement Project; motion seconded by Commissioner Goggin and carried unanimously.

**05. G. UPDATE ON GOVERNOR'S STUDY OF SPECIAL DISTRICTS AND SPECIAL DISTRICTS LEGISLATION**

District Director Hart updated the Board on the Special District Legislation that is



currently being proposed, and on the Report through the Governor's office on Special Districts. He said that the FASD bill that was presented has passed the final committee hearing and will now move forward for full approval. Regarding the study that the Governor ordered for Special Districts, District Director Hart said that he received an email that FASD is continuing to be proactive in the review process. The President of FASD has been in a number of newspapers welcoming the review as a positive step for any public agency that uses taxpayer money. The Governor's staff advised the attorneys for FASD that they expect the first groups to be studied will be Fire Districts & Mosquito Control Districts. District Director Hart has not yet heard from anyone from the state regarding the study.

**05. H. UPDATE ON NUMERIC NUTRIENT CRITERIA**

The Governor approved a measure that would allow the proposed rule change to be implemented without getting ratified by the Legislature. A court ruling turned back EPA's previous ruling on NNC for streams, saying that it is too expensive and did not take into account certain scientific values, and is being placed on hold. He said that in the short term, the District will continue to operate under the current statute which is a narrative Criteria, and if any water body is classified as an impaired water body then the state will impose the numerics.

**05. I. OTHER**

District Director Hart said that a Risk Control Consultant visited SBDD and reviewed all of SBDD's operations and completed an OSHA inspection; and that SBDD was given a solid report.

District Director Hart and the Board members commended Mr. Robert Franklin, Director of Operations and Mr. Roy Pooran, Sr. Mechanic for doing such an excellent job in their focus on Safety.

District Director Hart shared information on an article regarding a piece of property in Pembroke Pines located on the west side of 196<sup>th</sup> Avenue, north of Pembroke Road. He said that this area has quite a few problems with drainage and that he met with the proper owner and the City of Pembroke Pines. He expects that SBDD will be working with the City to implement drainage improvements within this area.

District Director Hart extended an invitation to the Board members to attend "Water Matters Day" which will be held on Saturday, March 10, 2012 at 9:00 a.m. to 3:00 p.m. at Tree Top Park where SBDD will have a booth. He said that April is "Water Conservation Month" and District Director Hart will be bringing forth a Proclamation as with previous years.

On a Final note, the Town of SWR notified District Director Hart that they have a contract to have the trailers removed beginning first week of March.

**06. ATTORNEY'S REPORT:**

**B. UPDATE ON DISTRICT ZONE BOUNDARIES**



Attorney Bell discussed the District Zone Boundaries and indicated that Zone Four (4) is significantly over the guideline for voters, which is 34,633 to 38,254; and that's based on a requirement of 13.58% to 15%. Attorney Bell presented two (2) proposals to realign the Zone Boundaries to conform to the guidelines. He indicated that there are numerous options, but the two presented offered the least amount of change, in his opinion. Nothing is final at this point, and the boundaries can be changed and finalized after the public hearing in March.

Commissioner Minnaugh made a motion to approve Concept Proposal # 1; motion seconded by Commissioner Goggin.

Further discussion ensued and Chair Hodges asked that the District give the residents more time to review these maps. Attorney Bell said that a formal notice will be published showing the outline of each zone. Commissioner Goggin asked if a bill board should be placed, in the same manner that the City of Pembroke Pines does whenever there is an adjustment made. Attorney Bell responded no, that the District is not required to do this, but there will be an advertisement made. Chair Hodges asked if the Board is approving the final zones or can this be amended? Attorney Bell said the District still has a month to review it and that nothing is approved yet; it will be approved by Resolution. He explained that the motion is to approve Concept Proposal #1 and that an advertisement will be made for Concept Proposal #1 as approved by the Board, and then a formal Public Hearing will take place at the next Board meeting. It is not locked in and can be tweaked until it is approved by Resolution.

The question was called and it was carried unanimously.

Commissioner Santana-Woodall made a motion for a Public Hearing for the Zone changes to be scheduled for the next Board meeting on March 29, 2012 at 9:00 a.m. Commissioner Minnaugh seconded the motion and it was carried unanimously.

#### **07. APPROVAL OF LEGAL FEES**

Commissioner Goggin moved for approval of the legal bills, motion was seconded by Commissioner Minnaugh, and it was carried unanimously.

#### **08. BOARD MEMBER'S QUESTIONS/COMMENTS**

Commissioner Santana-Woodall thanked Commissioner Mersinger for coordinating on a drainage issue at Century Village.

#### **09. MEETING DATE**

- A. Next Regular Board Meeting will be held on **Thursday, March 29<sup>th</sup> at 8:00 A.M.**
- B. Closed Door Session to be held tentatively on **Thursday, March 29<sup>th</sup> at 8:15 A.M.**
- C. Public Hearing to discuss District Zone Boundaries to be held on **Thursday, March 29<sup>th</sup> at 9:00 A.M.**

**Adjournment at 10:15 A.M.**

Respectfully submitted,

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Robert E. Goggin IV, Secretary  
South Broward Drainage District

/rim

DRAFT



\*\*\*\*MEMORANDUM\*\*\*\*

DATE: March 22, 2012  
TO: South Broward Drainage District Commissioners  
FROM: Kevin M. Hart, P.E.  
District Director  
Subject: Contract Awards for SBDD Modification to Stormwater Pumps

Comments:

SBDD advertised for bids to Modify Stormwater Pumps to Water Lubrication. This bid includes the modification of two pumps from oil lubrication to water lubrication. One pump is located at the S-1 Pump Station (#4 Pump) and the second pump is located at the S-7 Pump Station (#1 Pump). We received a total of two (2) bids. The bid included a base bid and three Alternate Bid Items. The base bids ranged in price from \$26,296.00 to \$32,570.00. Each bidder was required to visit the two site locations with a SBDD representative as a prerequisite to submitting a bid. A copy of the Bid Summary is attached.

The lowest base bid received was submitted by FPI Pumps, Inc. (FPI) in the amount of \$26,296.00. SBDD has reviewed the bid submitted by FPI and has determined that the Contractor is qualified to perform the work and that the bid meets all requirements. FPI has performed work for the District in the past and the District has been satisfied with their work.

I am recommending that the District award the contract for the SBDD Modify Stormwater Pumps to Water Lubrication to FPI Pumps, Inc. in the amount of \$26,296.00 as the lowest responsive, responsible bidder. In addition, I am requesting the award of Bid Alternates 1, 2 and 3 in the combined amount of \$6,296.00 to FPI Pumps, Inc. as the lowest responsive, responsible bidder. The total amount of the contract will be \$32,592.00.

**This is to request approval to award the contract for the SBDD Modify Stormwater Pumps to Water Lubrication to FPI Pumps, Inc. in the amount of \$32,592.00. Funding for this project will come from the SBDD Capital Improvement Committed Account.**

**KH**  
**Attachments**

**FINAL BID TABULATION**

**SOUTH BROWARD DRAINAGE DISTRICT**

**CONVERSION OF STORMWATER PUMPS FROM OIL TO WATER  
LUBRICATION AT THE S-1 & S-7 PUMP STATIONS IN MIRAMAR**

Thursday, February 09, 2012

**( BID RESULTS HAVE NOT BEEN FULLY EVALUATED )**

COMPANY NAME	BASE BID AMOUNTS			COMMENTS
	BASE BID LOC. 1	BASE BID LOC. 2	TOTAL BASE BID FOR BOTH LOCATIONS	
FPI Pumps, Inc.	\$13,148.00	\$13,148.00	\$26,296.00	
Moving Water Industries (MWI Corporation)	\$16,285.00	\$16,285.00	\$32,570.00	

ALTERNATE BID AMOUNTS		
ALT. BID # 1	ALT. BID # 2	ALT. BID # 3
\$600.00	\$600.00	\$2,548.00 PER PUMP
\$600.00	\$600.00	\$2,875.00 PER PUMP



**AGENDA ITEM # 4B**

# PROCLAMATION

## *Water Conservation Month*

**WHEREAS**, Florida's natural beauty, crystal blue waters and white sand beaches attract residents and visitors from around the world; and

**WHEREAS**, clean and sustainable water resources are vital to Florida's environment, economy and quality of life; and

**WHEREAS**, more than 90 percent of Florida's drinking water is supplied by underlying aquifers, and our quality of life and the economy depend upon a clean and healthy environment; and

**WHEREAS**, Floridians consume more than 7.9 billion gallons per day of fresh water, and the future of Florida depends greatly upon the availability of water; and

**WHEREAS**, South Florida residents consume 179 gallons per person, per day - the highest water usage in the state; and

**WHEREAS**, the State of Florida, together with local partners, are investing billions of dollars to develop alternative water supplies, clean up stormwater pollution, restore rivers, lakes and springs, upgrade drinking water facilities and improve wastewater treatment; and

**WHEREAS**, water conservation can cost as little as 6 cents to 72 cents per 1,000 gallons of water saved, while the cost of constructing alternative water supply facilities may exceed \$7 per 1,000 gallons of water created; and

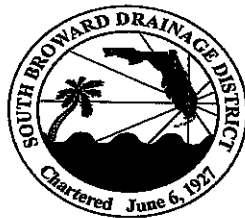
**WHEREAS**, all water users including commercial, industrial, agricultural, institutional, hospitality, private citizens and others can make positive contributions to reduce water use and protect Florida's water resources;

**WHEREAS**, the South Florida Water Management District, is implementing a Comprehensive Water Conservation Program to instill a lasting culture of conservation in our communities; and

**WHEREAS**, the Governor and Cabinet of the State of Florida are designating April as Florida's Water Conservation Month to encourage Floridians to conserve the state's precious water resources;

**NOW, THEREFORE**, be it resolved that by virtue of the authority vested in me as Chairperson, the South Broward Drainage District Board of Commissioners:

Do hereby proclaim the month of April as "WATER CONSERVATION MONTH".



\_\_\_\_\_  
Date

\_\_\_\_\_  
Chair



\*\*\*\*MEMORANDUM\*\*\*\*

DATE: March 22, 2012  
TO: South Broward Drainage District Commissioners  
FROM: Kevin M. Hart, P.E.  
District Director  
Subject: Request to Vacate a Portion of Two Easements in the "Country Lakes Northwest Quadrant" Plat (aka: Miramar Centre Business Park)

Comments:

South Broward Drainage District received a request to vacate a portion of two (2) existing drainage easements located within "Country Lakes Northwest Quadrant" plat (aka: Miramar Centre Business Park). Both easements were previously dedicated by separate instrument and are depicted on the attached "Easement Exhibit". Also attached as Exhibit "A" are the sketch & legal descriptions of the easement areas to be vacated.

The reason for the request is to accommodate the development of Parcel "A" of the "Country Lakes Northwest Quadrant" plat, which requires the relocation of an existing 60" culvert. SBDD issued a Paving and Drainage Permit for Parcel "A" (Miramar Centre Business Park Building A), which included the following conditions:

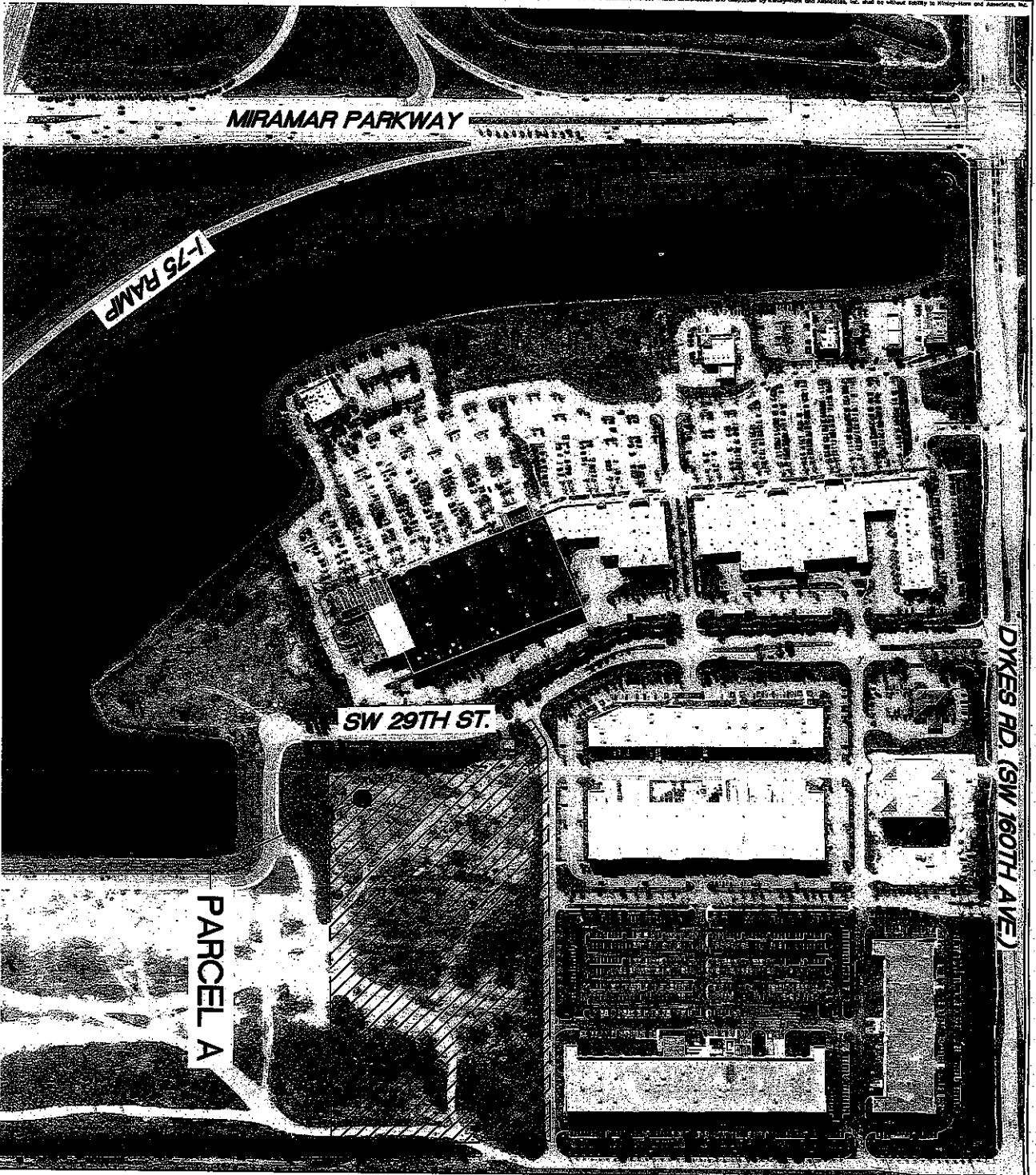
- The existing 60" pipe to be relocated cannot be removed until the new 60" pipe is installed and 100% operational.
- New drainage easements will need to be dedicated prior to (or concurrent with) the vacation of any existing drainage easements.

The new 60" culvert has been installed and is operational. In addition, the property owner has prepared a new 40' Drainage Easement to be dedicated to SBDD over the new 60" culvert, and the new easement will be recorded concurrent with the recordation of the vacation documents.

SBDD staff has no objection to this vacation request.

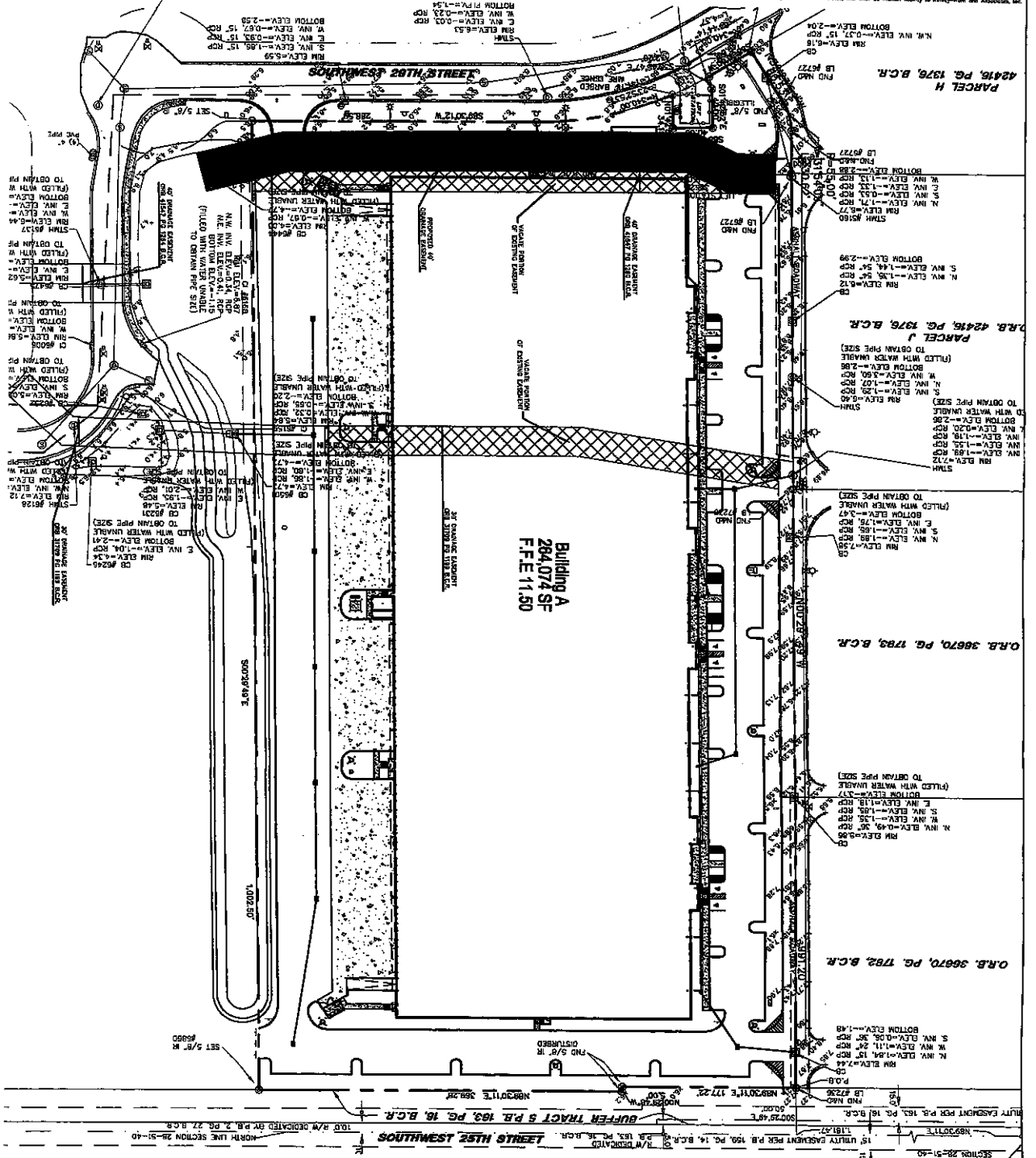
**The request is for SBDD to vacate and release its interest in the properties described in the attached Exhibit "A", subject to the dedication of a new 40' Drainage Easement over the new 60" culvert installed on Parcel "A" of the "Country Lakes Northwest Quadrant" plat (PB 163, PG 16, BCR)**

**KH**  
**Attachments**



SHEET NUMBER	<b>MIRAMAR CENTRE BUSINESS PARK BUILDING A</b> PREPARED FOR <b>IDI</b>	<b>AERIAL EXHIBIT</b>	KHA PROJECT 043233000	LICENSED PROFESSIONAL ERIC J. WILCZEK, P.E.	Kimley-Horn and Associates, Inc. <small>3200 NW 33RD AVENUE, SUITE 200, WEST PALM BEACH, FL 33409 PHONE: 561-836-5900 FAX: 561-733-2247 WWW.KHAC.COM CA 00000036</small>				
			DATE 05/19/2012	FL LICENSE NUMBER 58216		DESIGNED BY TZ	DRAWN BY TZ	CHECKED BY EJM	DATE





**MIRAMAR CENTRE BUSINESS PARK BUILDING A**  
PREPARED FOR  
IDI

**EASEMENT EXHIBIT**

NOA PROJECT 043233000  
DATE 03/19/2012  
SCALE AS SHOWN  
DESIGNED BY TZ  
DRAWN BY TZ  
CHECKED BY EJM

LICENSED PROFESSIONAL  
ENR J. WILCZEK, P.E.  
R. LICENSE NUMBER 58216

**Kimley-Horn and Associates, Inc.**  
1000 W. 20th Street, Suite 111, Tempe, Arizona 85284  
PHONE: 602-970-9900 FAX: 602-970-2247  
WWW.KIMLEY-HORN.COM CA 0006688

No.	REVISIONS	DATE	BY

Prepared by  
And Return To:

South Broward Drainage District  
6591 S.W. 160<sup>th</sup> Avenue  
Southwest Ranches, Florida 33331

Folio No.: 514028110010

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**PARTIAL RELEASE AND VACATION OF DRAINAGE EASEMENT No. 1 & 2  
MIRAMAR CENTRE BUSINESS PARK PARCELS J & H**

THIS PARTIAL RELEASE AND VACATION OF DRAINAGE EASEMENT No. 1 & 2, Miramar Centre Business Park Parcels J & H, executed this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by SOUTH BROWARD DRAINAGE DISTRICT, a political subdivision of the State of Florida, having its principal place of business at 6591 S.W. 160<sup>th</sup> Avenue, Southwest Ranches, Florida 33331, first party, to **INDUSTRIAL DEVELOPMENTS INTERNATIONAL, INC.**, a Delaware corporation, whose address is 1100 Peachtree Street, Suite 1100, Atlanta, Georgia 30309 (Attn: Chief Operating Officer), its successors and assigns as their interest may appear of record, second party.

(Wherever used herein, the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, assigns of individuals, the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, that the first party, for and in consideration of the sum of \$10.00, in hand paid by the second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to Drainage Easement No. 1 & 2 located on the following described lot, piece or parcel of land situate, lying and being in the County of Broward, State of Florida, to-wit:

**SEE EXHIBIT "A" ATTACHED HERETO**

Said easement having been recorded in the Broward County, Florida Public Records at Official Records Book 41547, Page 1260.

The purpose of this RELEASE AND VACATION OF DRAINAGE EASEMENT No. 1 & 2 is to partially release and vacate the first party's interest in and to DRAINAGE EASEMENT No. 1 & 2 located on second party's property as described above. No other interest of the first party is being released or vacated by this document.

TO HAVE AND TO HOLD, the same together with all singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.



IN WITNESS WHEREOF, the said first party has caused these presents to be executed in its name, and its seal to be hereunto affixed, by its proper officers thereunto duly authorized the day and year first above written.

Signed, sealed and delivered  
In the presence of:

**SOUTH BROWARD DRAINAGE DISTRICT**

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
SCOTT HODGES, Chairperson

\_\_\_\_\_  
Witness Printed Name

Attest:

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
ROBERT GOGGIN IV, Secretary

\_\_\_\_\_  
Witness Printed Name

(DISTRICT SEAL)

STATE OF FLORIDA     )  
                                  )§  
COUNTY OF BROWARD    )

The foregoing instrument was executed before me this \_\_\_\_\_ of \_\_\_\_\_, 2012, by SCOTT HODGES and ROBERT GOGGIN IV as President and Secretary, respectively of the SOUTH BROWARD DRAINAGE DISTRICT, first party, who are personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_ day of \_\_\_\_\_, 2012.

(NOTARY SEAL/STAMP)

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

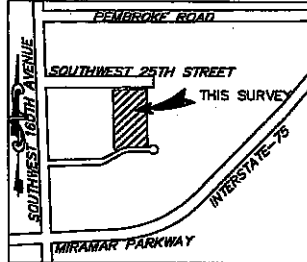
**RELEASE AND VACATION OF DRAINAGE EASEMENT No. 1 & 2  
MIRAMAR CENTRE BUSINESS PARK PARCELS J & H**

# EXHIBIT "A"

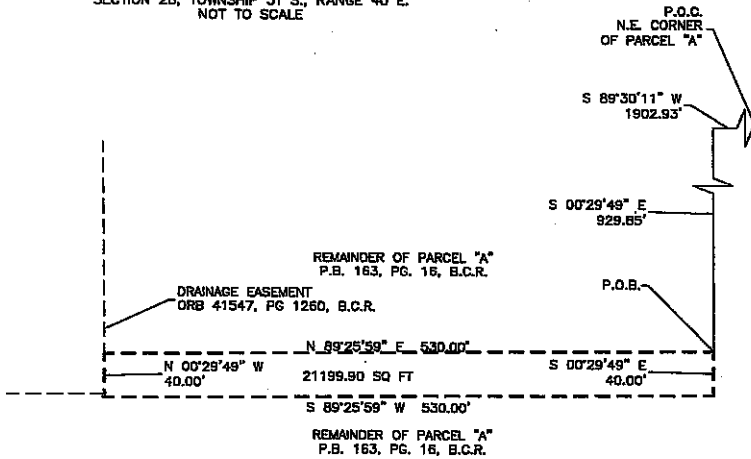
**DRAINAGE EASEMENT VACATION:**

A PORTION OF PARCEL "A", "COUNTRY LAKES NORTHWEST QUADRANT", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 163, PAGE 16, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, ALSO A PORTION OF A 40' DRAINAGE EASEMENT, ACCORDING TO THE EASEMENT THEREOF RECORDED IN ORB 41547, PG 1260, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH EAST CORNER OF PARCEL "A", THENCE SOUTH 89°30'11" WEST, A DISTANCE OF 1902.93 FEET; THENCE SOUTH 00°29'49" EAST, A DISTANCE OF 929.85 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°29'49" EAST, A DISTANCE OF 40.00 FEET, THENCE SOUTH 89°25'59" WEST, A DISTANCE OF 530.00 FEET; THENCE NORTH 00°29'49" WEST, A DISTANCE OF 40.00 FEET; THENCE NORTH 89°25'59" WEST, A DISTANCE OF 530.00 FEET TO THE POINT OF BEGINNING. AREA CONTAINS 21,199.90 SQUARE FEET.



LOCATION MAP  
SECTION 2B, TOWNSHIP 31 S., RANGE 40 E.  
NOT TO SCALE



- Notes:
1. Unless it bears the signature and the original raised seal of a Florida licensed surveyor and mapper this drawing, sketch, plat or map is for informational purposes only and is not valid.
  2. Bearings shown hereon are relative to the plat of "Country Lakes Northwest Quadrant Plat" Plat Book 163 Page 16, B.C.R.
  3. Data shown hereon was compiled from instruments of record and does not constitute a field survey as such.

**LEGEND**

- BCR - Broward County Records
- FPL - Florida Power & Light
- ORB - Official Records Book
- PB - Plat book
- PG - Page
- PDB - Point of beginning
- PDC - Point of commencement

For the Firm: *[Signature]*  
State of Florida  
 Professional Surveyor & Mapper  
 Florida Registration No. 4532

PREPARED BY  
**DODGLASS, LEAY & ASSOCIATES INC.**  
PROFESSIONAL SURVEYORS & MAPPERS  
 7816 WILD HOLE  
 COVINGTON, FLORIDA 32007  
 OFFICE (904) 344-7904 FAX (904) 344-2828  
 LICENSED BUSINESS No. 0727

REVISIONS	Description	Date	Ft/Pg

DRAWING DATE: 3-8-12  
 NO/PG: 1/1  
SCALE: N/A  
 CHECKED: CDD (904) 344-7904  
 SHEET 11/1

HORIZONTAL SCALE (FO)  
 0 25 50 100

Prepared by  
And Return To:

South Broward Drainage District  
6591 S.W. 160<sup>th</sup> Avenue  
Southwest Ranches, Florida 33331

Folio No.: 514028110010

---

**PARTIAL RELEASE AND VACATION OF DRAINAGE EASEMENT No. 11R-4  
(COUNTRY LAKES NORTHWEST QUADRANT)**

THIS PARTIAL RELEASE AND VACATION OF DRAINAGE EASEMENT No. 11R-4, Country Lakes Northwest Quadrant, executed this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by SOUTH BROWARD DRAINAGE DISTRICT, a political subdivision of the State of Florida, having its principal place of business at 6591 S.W. 160<sup>th</sup> Avenue, Southwest Ranches, Florida 33331, first party, **INDUSTRIAL DEVELOPMENTS INTERNATIONAL, INC.**, a Delaware corporation, whose address is 1100 Peachtree Street, Suite 1100, Atlanta, Georgia 30309 (Attn: Chief Operating Officer), its successors and assigns as their interest may appear of record, second party.

(Wherever used herein, the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, assigns of individuals, the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, that the first party, for and in consideration of the sum of \$10.00, in hand paid by the second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to Drainage Easement No. 11R-4 located on the following described lot, piece or parcel of land situate, lying and being in the County of Broward, State of Florida, to-wit:

**SEE EXHIBIT "A" ATTACHED HERETO**

Said easement having been recorded in the Broward County, Florida Public Records at Official Records Book 31709, Page 1199.

The purpose of this RELEASE AND VACATION OF DRAINAGE EASEMENT No. 11R-4 is to partially release and vacate the first party's interest in and to DRAINAGE EASEMENT No. 11R-4 located on second party's property as described above. Consistent with Paragraph (8) of Drainage Easement No. 11R-4, the second party relocated certain drainage infrastructure and conveyed a thirty foot (30') drainage easement to the first party to connect all necessary and required drainage facilities for Southwest 25<sup>th</sup> Street right-of-way. No other interest of the first party is being released or vacated by this document.

TO HAVE AND TO HOLD, the same together with all singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest lien, equity and claim



whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

IN WITNESS WHEREOF, the said first party has caused these presents to be executed in its name, and its seal to be hereunto affixed, by its proper officers thereunto duly authorized the day and year first above written.

Signed, sealed and delivered  
In the presence of:

**SOUTH BROWARD DRAINAGE DISTRICT**

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
SCOTT HODGES, Chairperson

\_\_\_\_\_  
Witness Printed Name

Attest:

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
ROBERT GOGGIN IV, Secretary

\_\_\_\_\_  
Witness Printed Name

(DISTRICT SEAL)

STATE OF FLORIDA     )  
                                  )§  
COUNTY OF BROWARD    )

The foregoing instrument was executed before me this \_\_\_\_\_ of \_\_\_\_\_, 2012, by SCOTT HODGES and ROBERT GOGGIN IV as President and Secretary, respectively of the SOUTH BROWARD DRAINAGE DISTRICT, first party, who are personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

(NOTARY SEAL/STAMP)

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

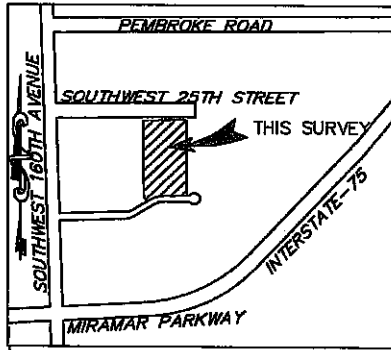
**RELEASE AND VACATION OF DRAINAGE EASEMENT No. 11R-4  
COUNTRY LAKES NORTHWEST QUADRANT**

# EXHIBIT "A"

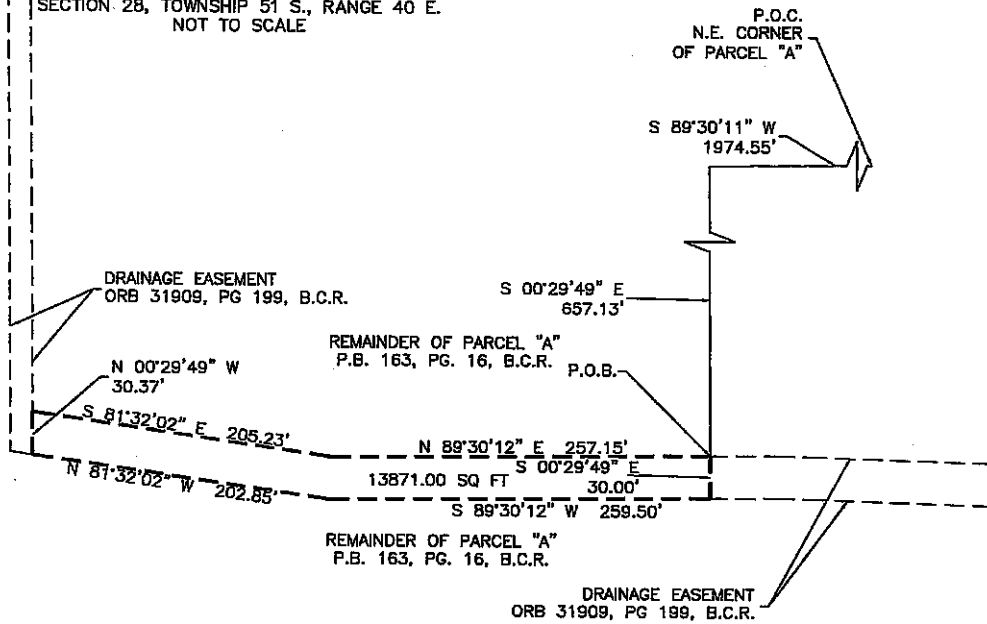
**DRAINAGE EASEMENT VACATION:**

A PORTION OF PARCEL "A", "COUNTRY LAKES NORTHWEST QUADRANT", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 163, PAGE 16, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, ALSO A PORTION OF A 30' DRAINAGE EASEMENT, ACCORDING TO THE EASEMENT THEREOF RECORDED IN ORB 31709, PG 1199, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH EAST CORNER OF PARCEL "A", THENCE SOUTH 89°30'11" WEST, A DISTANCE OF 1974.55 FEET; THENCE SOUTH 00°29'49" EAST, A DISTANCE OF 657.13 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°29'49" EAST, A DISTANCE OF 30.00 FEET; THENCE SOUTH 89°30'12" WEST, A DISTANCE OF 259.50 FEET; THENCE NORTH 81°32'02" WEST, A DISTANCE OF 202.85 FEET; THENCE NORTH 00°29'49" WEST, A DISTANCE OF 30.37 FEET; THENCE SOUTH 81°32'02" EAST, A DISTANCE OF 205.23 FEET; THENCE NORTH 89°30'12" EAST, A DISTANCE OF 257.15 FEET TO THE POINT OF BEGINNING. AREA CONTAINS 13,871.00 SQUARE FEET.



LOCATION MAP  
SECTION 28, TOWNSHIP 51 S., RANGE 40 E.  
NOT TO SCALE



**Notes:**

1. Unless it bears the signature and the original raised seal of a Florida licensed surveyor and mapper this drawing, sketch, plat or map is for informational purposes only and is not valid.
2. Bearings shown hereon are relative to the plat of "Country Lakes Northwest Quadrant Plat" Plat Book 163 Page 16, B.C.R.
3. Data shown hereon was compiled from instruments of record and does not constitute a field survey, as such.

**LEGEND**

- BCR - Broward County Records
- FPL - Florida Power & Light
- ORB - Official Records Book
- PB - Plat book
- PG - Page
- POB - Point of beginning
- POC - Point of commencement

For the Firm: *[Signature]*  
Scott J. Douglas  
Professional Surveyor & Mapper  
Florida Registration No. 4532

PREPARED BY:  
**DOUGLASS, LEAVY & ASSOCIATES INC.**  
PROFESSIONAL SURVEYORS & MAPPERS  
7014 WILES ROAD  
CORAL SPRINGS, FLORIDA 33067  
OFFICE: (954) 344-7934 FAX: (954) 344-2838  
LICENSED BUSINESS No. 6727

REVISIONS:	Description	Date	Fb/Pg

DRAWING DATA:  
Drawing date: 3-8-12  
Fb/pg source: N/A  
Drafted: BWA  
Checked: SJW  
CADD dwg no: 11048  
SHEET: 1/1

HORIZONTAL SCALE (FT)  
0 25 50 100

Prepared By and Return To:

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

Folio 514028110010:

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**DRAINAGE EASEMENT  
MIRAMAR CENTRE BUSINESS PARK – BUILDING A**

THIS DRAINAGE EASEMENT is granted this \_\_\_\_ day of \_\_\_\_\_, 2012, by **INDUSTRIAL DEVELOPMENTS INTERNATIONAL, INC.**, a Delaware corporation, whose address is 1100 Peachtree Street, Suite 1100, Atlanta, Georgia 30309 (Attn: Chief Operating Officer), 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 property 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) Although the easement granted herein is non-exclusive, 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 Easement Area. Such approval by the District shall not be unreasonably withheld or denied.

(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, 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.



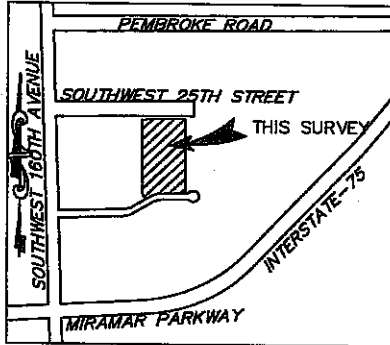


# EXHIBIT "A"

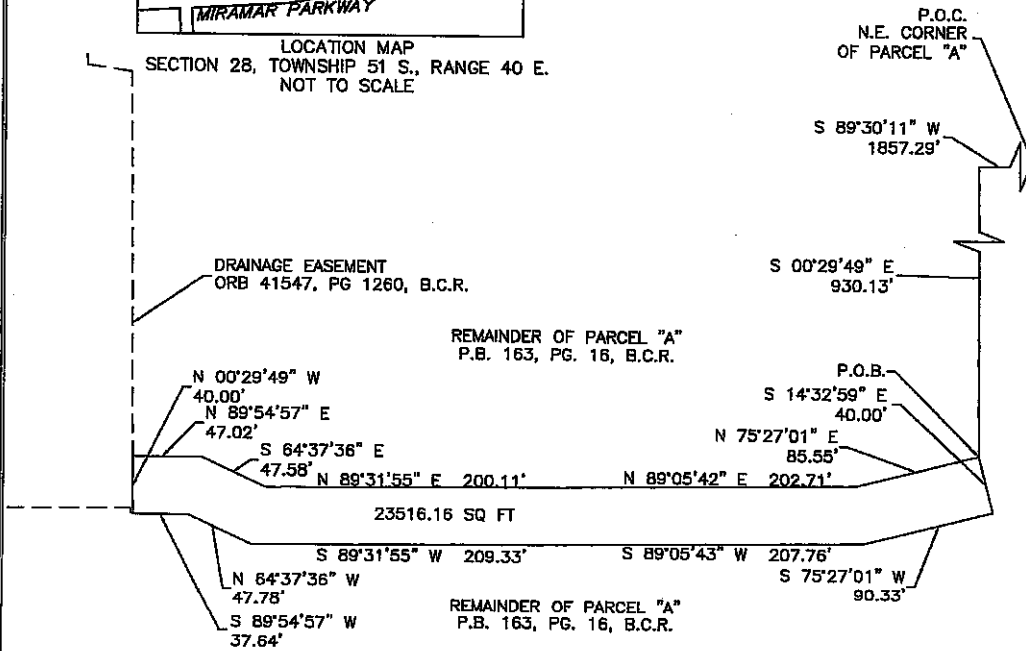
## 40' WIDE DRAINAGE EASEMENT:

A PORTION OF PARCEL "A", "COUNTRY LAKES NORTHWEST QUADRANT", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 163, PAGE 16, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, ALSO A PORTION OF A 40' DRAINAGE EASEMENT, ACCORDING TO THE EASEMENT THEREOF RECORDED IN ORB 41547, PG 1260, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH EAST CORNER OF PARCEL "A", THENCE SOUTH 89°30'11" WEST, A DISTANCE OF 1857.29 FEET; THENCE SOUTH 00°29'49" EAST, A DISTANCE OF 930.13 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 14°32'59" EAST, A DISTANCE OF 40.00 FEET, THENCE SOUTH 75°27'01" WEST, A DISTANCE OF 90.33 FEET; THENCE SOUTH 89°05'43" WEST, A DISTANCE OF 207.76 FEET; THENCE SOUTH 89°31'55" WEST, A DISTANCE OF 209.33 FEET; THENCE NORTH 64°37'36" WEST, A DISTANCE OF 47.48; THENCE SOUTH 89°54'57" WEST, A DISTANCE OF 37.64 FEET; THENCE NORTH 00°29'49" WEST, A DISTANCE OF 40.00 FEET; THENCE NORTH 89°54'57" EAST, A DISTANCE OF 47.02 FEET; THENCE SOUTH 64°37'36" EAST, A DISTANCE OF 47.58 FEET; THENCE NORTH 89°31'55" EAST, A DISTANCE OF 200.11 FEET; THENCE NORTH 89°05'42" EAST, A DISTANCE OF 202.71 FEET; THENCE NORTH 75°27'01" EAST, A DISTANCE OF 85.55 FEET TO THE POINT OF BEGINNING. AREA CONTAINS 23,516.16 SQUARE FEET.



LOCATION MAP  
SECTION 28, TOWNSHIP 51 S., RANGE 40 E.  
NOT TO SCALE



### Notes:

1. Unless it bears the signature and the original raised seal of a Florida licensed surveyor and mapper this drawing, sketch, plat or map is for informational purposes only and is not valid.
2. Bearings shown hereon are relative to the plat of "Country Lakes Northwest Quadrant Plat" Plat Book 163 Page 16, B.C.R.
3. Data shown hereon was compiled from instruments of record and does not constitute a field survey, as such.

### LEGEND

- BCR - Broward County Records
- FPL - Florida Power & Light
- ORB - Official Records Book
- PB - Plat book
- PG - Page
- POB - Point of beginning
- POC - Point of commencement

For the Firm:

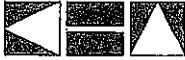
*Scott J. Douglas*  
Professional Surveyor & Mapper  
Florida Registration No 4532

PREPARED BY  
**DOUGLASS, LEAVY & ASSOCIATES INC.**  
PROFESSIONAL SURVEYORS & MAPPERS  
7814 WILES ROAD  
CORAL SPRINGS, FLORIDA 33067  
OFFICE: (954) 344-7904 FAX: (954) 344-2838  
LICENSED BUSINESS No. 8727

REVISIONS: Description	Date	Fb/Pg

DRAWING DATA:  
Drawing date: 3-9-12  
fb/pg source: N/A  
Drafted: SWA  
Checked:  
CADD deg no: 11048  
SHEET: 1/1

HORIZONTAL SCALE (FT)  
0 25 50 100



Kimley-Horn  
and Associates, Inc.

March 19, 2012

☒  
Suite 109  
5200 NW 33rd Avenue  
Fort Lauderdale, Florida  
33309

Kevin Hart  
South Broward Drainage District  
6591 SW 160<sup>th</sup> Ave.  
Southwest Ranches, FL 33331

**Re: Drainage Pipe Removal and Relocation  
Miramar Centre Business Park – Building A  
PERMIT # PD 080714**

Dear Mr. Hart:


This letter is to certify the removal of the existing 54” RCP and relocation of the existing 60” RCP for the project referenced above.

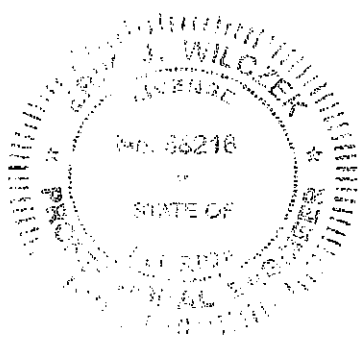
Based upon our onsite observations, along with an inspection performed in the presence of the South Broward Drainage District inspector on March 15<sup>th</sup> and review of the as-built information provided by the contractor, I hereby certify that the above specified components of the drainage system have been constructed in substantial conformance with the plans and specifications approved by the South Broward Drainage District, and hereby affix my seal this 19<sup>th</sup> day of March 2012.

If you have any question, please feel free to contact me.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

  
\_\_\_\_\_  
Erik J. Wilczek, P.E. No. 58216



☒  
TEL 954 536 5100  
FAX 954 739 2247



\*\*\*MEMORANDUM\*\*\*

DATE: March 22, 2012  
TO: South Broward Drainage District Commissioners  
FROM: Kevin M. Hart, P.E.  
District Director  
Subject: SBDD Consent to Road Dedication by Raymond and Virginia Harrison

Comments:

The owner of the property located at 6591 SW 178<sup>th</sup> Avenue in the Town of Southwest Ranches is deeding a 40-foot strip of land to the Town of SW Ranches for right-of-way purposes, which requires a Consent from SBDD.

The subject property was previously dedicated to the Bailey Drainage District as an Ingress, Egress and Utility Easement under OR Book 4023, Page 361.

SBDD staff has no objection to this request as existing use of the land will remain unchanged and SBDD's jurisdictional authority will remain intact under the public right-of-way.

**The request is for approval by SBDD to consent to the road right-of-way dedication from Raymond H. Harrison and Virginia O. Harrison to the Town of SW Ranches for a 40-foot strip of land as described on the attached Quit Claim Deed.**

**KH**

**Attachments**

This instrument prepared by  
and record and return to:  
Carol Capri Kalliche, Attorney at Law  
Becker & Poliakoff, P.A.  
3111 Stirling Road  
Fort Lauderdale, FL 33312

**Property I.D. # 5140-06-02-0030**

### **QUIT CLAIM DEED**

**THIS QUIT CLAIM DEED**, is made and executed this \_\_\_\_ day of \_\_\_\_\_, 2012, by Raymond H. Harrison and Virginia O. Harrison, husband and wife, having a mailing address at 6591 SW 178<sup>th</sup> Avenue, Southwest Ranches, Florida 33331, (hereinafter referred to as "First Party") to the **TOWN OF SOUTHWEST RANCHES** a Florida municipal corporation (hereinafter referred to as "Second Party"), having a mailing address of 6589 SW 160<sup>th</sup> Avenue, Southwest Ranches, Florida 33331.

### **WITNESSETH:**


That said First Party, for and in consideration of TEN (\$10.00) DOLLARS and other good and valuable considerations, from the said Second Party, the receipt and sufficiency of which is hereby acknowledged, does hereby remise, release and quit-claim unto the said Second Party forever, all the right, title, interest, claim and demand which the said First Party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Broward, State of Florida, for public road right-of-way, utilities and drainage, together with the right of ingress/egress in favor of Second Party, to-wit:


**The East 40 feet of Tract 8, of CHAMBER'S LAND COMPANY SUBDIVISION OF THE NORTHWEST QUARTER (NW ¼) of Section 6, Township 51 South, Range 40 East, according to the Plat thereof, as recorded in Plat Book 1, Page 5 of the Public Records of Broward County, Florida, as depicted on Exhibit "A" attached hereto and made a part hereof.**

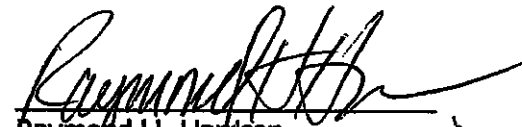
**TO HAVE and to HOLD** the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said First Party, either in law or equity, to the only proper use, benefit and behoof of the said Second Party. It is the intention of the First Party by this instrument to convey to said Second Party, and its successors in interest, the land above described (the "Land") for use as a public road right-of-way, utilities and/or drainage purposes.


**IN WITNESS WHEREOF**, The said First Party has signed and sealed these presents the day and year first above written.

Witnesses:

  
\_\_\_\_\_  
Print Name Annette Aidala

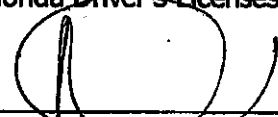
  
\_\_\_\_\_  
Print Name Ferdy C. Castro

  
\_\_\_\_\_  
Raymond H. Harrison

  
\_\_\_\_\_  
Virginia O. Harrison

STATE OF FLORIDA        )  
  ) SS:  
COUNTY OF BROWARD    )

The foregoing instrument was acknowledged before me this 14 day of February 2012, by Raymond H. Harrison and Virginia O. Harrison, who is/are personally known to me and did take an oath, or produced his/her Florida Driver's Licenses as identification.

  
\_\_\_\_\_  
Notary Public, State of Florida

My Commission Expires:  
Aug. 26, 2015

Annette Aidala  
\_\_\_\_\_  
Notary: Print Name



**SBDD CONSENT TO ROAD DEDICATION**

**SOUTH BROWARD DRAINAGE DISTRICT, a political subdivision of the State of Florida**, hereby consents to the Road Right-of-way dedication by Quit Claim Deed from Raymond H. Harrison and Virginia O. Harrison. to the Town of Southwest Ranches, a Florida municipal corporation.

**SOUTH BROWARD DRAINAGE DISTRICT, a political subdivision of the State of Florida**

Attest:

\_\_\_\_\_  
Robert Goggin, IV, Secretary

By: \_\_\_\_\_  
Scott Hodges, Chairperson  
Address: 6951 SW 160 Avenue,  
Southwest Ranches, Florida 33331

\_\_\_\_\_ day of \_\_\_\_\_, 2012

**ACKNOWLEDGMENT**

STATE OF FLORIDA        )  
  )  
COUNTY OF BROWARD    )        SS:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2012, by Scott Hodges, as Chairperson, as of SOUTH BROWARD DRAINAGE DISTRICT, a political subdivision of the State of Florida.

He or she is:

[ ] personally known to me,  
[ ] produced identification. Type of identification produced \_\_\_\_\_.

NOTARY PUBLIC:

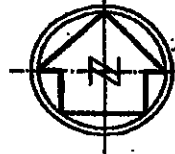
(Seal)

\_\_\_\_\_

My commission expires:

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

**SKETCH AND DESCRIPTION OF:  
EAST 40 FEET TRACT 8  
SECTION 6-51-40  
(FOR QUIT CLAIM DEED)**



**LEGAL DESCRIPTION:**

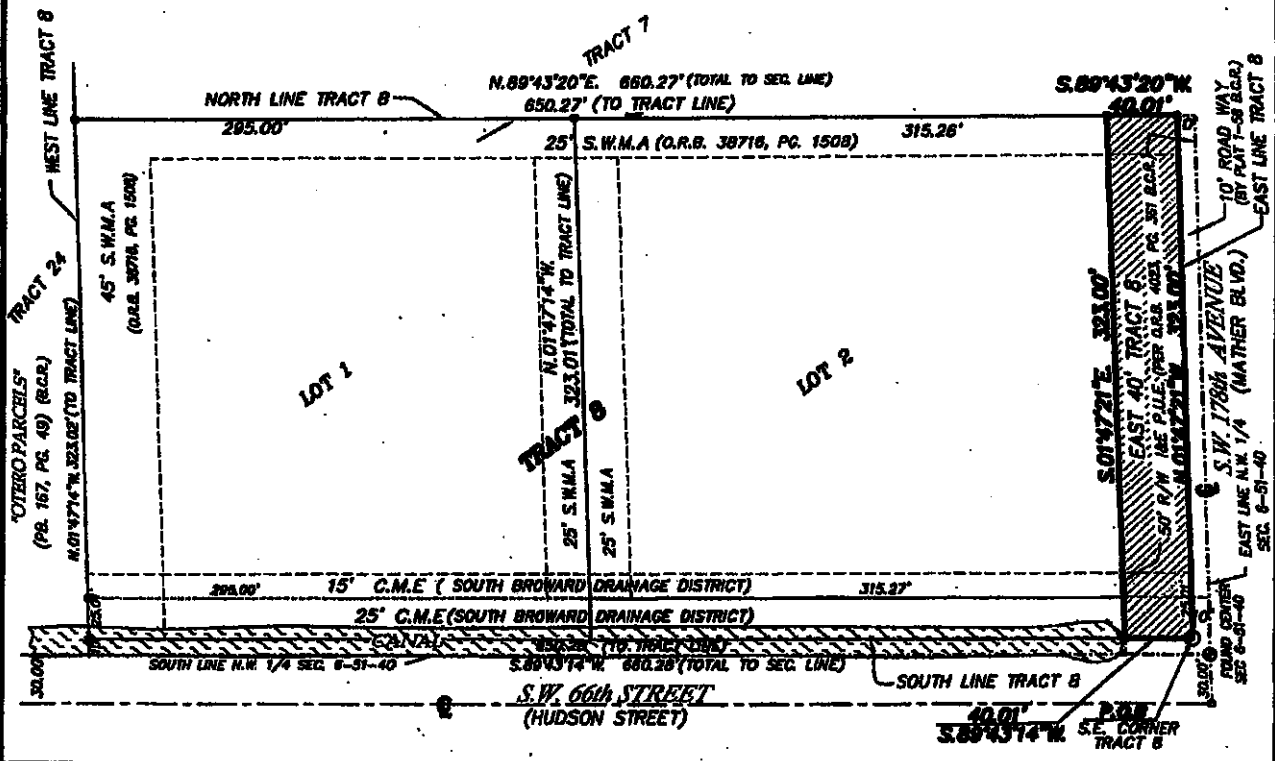
THE EAST 40.00 FEET OF TRACT 8, OF CHAMBER'S LAND COMPANY SUBDIVISION OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 6, TOWNSHIP 51 SOUTH, RANGE 40 EAST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 5, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. ALSO DESCRIBED AS:

THE EAST 40.00 FEET OF TRACT 8, OF CHAMBER'S LAND COMPANY SUBDIVISION OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 6, TOWNSHIP 51 SOUTH, RANGE 40 EAST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 5, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS: BEGINNING AT THE SOUTHEAST CORNER OF SAID TRACT 8; THENCE NORTH 01°47'21" WEST ALONG THE EAST LINE OF SAID TRACT 8, A DISTANCE OF 323.00 FEET; THENCE SOUTH 89°43'20" WEST ALONG THE NORTH LINE OF SAID TRACT 8, A DISTANCE OF 40.01 FEET; THENCE SOUTH 01°47'21" EAST ALONG A LINE 40.00 FEET WEST OF AND PARALLEL TO THE EAST LINE OF TRACT 8, A DISTANCE OF 323.00 FEET; THENCE NORTH 89°43'14" EAST ALONG THE SOUTH LINE OF SAID TRACT 8, A DISTANCE OF 40.01 FEET TO THE POINT OF BEGINNING.

**NOTE:**  
THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY.  
(THIS IS NOT A SURVEY).

**LEGEND:**

- U.E. = UTILITY EASEMENT
- BM = BENCH MARK
- C = CENTER LINE
- C = COMPUTED
- C.M.E. = CANAL MAINTENANCE EASEMENT
- D = DESCRIPTION
- D.E. = DRAINAGE EASEMENT
- D.M.E. = DRAINAGE MAINTENANCE EASEMENT
- EL. = ELEVATION
- INC. = INCURSED & EXPOSED
- L.M.E. = LAKE MAINTENANCE EASEMENT
- M = MEASURED
- M.E. = MAINTENANCE EASEMENT
- No.ID = NUMBER NOT IDENTIFIED
- O.R.B. = OFFICIAL RECORDS BOOK
- P.U.E. = PUBLIC UTILITY EASEMENT
- PL = PLAT
- P = PROPERTY LINE
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- P.R.M. = PERMANENT REFERENCE MONUMENT
- R/W = RIGHT-OF-WAY
- S.W.M.A. = SURFACE WATER MANAGEMENT AREA



REVISIONS		DATE
		8/11/11
JOB. NO. 418-10B	SCALE 1"=100'	DRAWN BY: M.D.
<b>R.T. BOGLE &amp; ASSOC. INC.</b>		
LAND SURVEYORS (LS # 4884)		
7080 TAFT STREET, HOLLYWOOD, FL 33024		
TEL. (954)961-8008 FAX. (954)961-8118		

**SURVEYORS CERTIFICATE**

I HEREBY CERTIFY THAT THE ATTACHED SKETCH AND LEGAL DESCRIPTION SHOWN HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT IT MEETS THE MINIMUM TECHNICAL STANDARDS ADOPTED BY THE FLORIDA STATE BOARD OF LAND SURVEYORS IN CHAPTER 81G17-8 OF FLORIDA ADMINISTRATIVE CODE.

DATE OF SIGNATURE: 8/11/11

SEAL

NOT VALID UNLESS SIGNED AND STAMPED WITH EMBOSSED SEAL

**ROBERT T. BOGLE**  
SURVEYOR AND MAPPER (NO.3277)  
STATE OF FLORIDA

Exhibit "A"



\*\*\*MEMORANDUM\*\*\*

DATE: March 22, 2012  
TO: South Broward Drainage District Commissioners  
FROM: Kevin M. Hart, P.E.  
District Director  
Subject: Termination of Lease Agreement with the Town of Southwest Ranches and Return of Security Deposit

Comments:

In accordance with their Lease Agreement with SBDD, the Town of Southwest Ranches has removed the modular units and debris from SBDD's property and has restored the property to its original condition. The demolition and restoration work was performed in coordination with SBDD staff and SBDD is satisfied with the work. SBDD incurred an expense of \$260.93 for materials needed to repair the irrigation system.

In accordance with Paragraph 21 of the Lease Agreement I am requesting approval to return the \$25,000.00 deposit, less the \$260.93 in costs incurred by SBDD to restore the property.

**This is to request approval to terminate the Lease Agreement with the Town of Southwest Ranches for the use of SBDD's property, and to return the \$25,000 Security Deposit less \$260.93 for costs incurred by SBDD to restore the property.**

**KH**  
**Attachments**

\*\*\*MEMORANDUM\*\*\*

DATE: March 22, 2012  
TO: South Broward Drainage District Commissioners  
FROM: Kevin M. Hart, P.E.  
District Director  
Subject: Update to SBDD 5-Year Capital Improvement Plan

Comments:

Attached for the Board's review and approval is the updated 5-Year Capital Improvement Plan (CIP). The CIP has been updated to reflect the current status of the 2011/2012 CIP projects.

The capital improvement projects for the current fiscal year have been updated as follows:

- Rebuild 2 Water Lubrication Pumps (S-8 & S-2 Pump Stations) – project is complete.
- Upgrade Station Control Panels at S-8 & S-3 Pump Stations – contract has been awarded.
- Upgrade 2 Pumps to Water Cooled – contract award is pending upon Board approval.
- B-3 Pump Station Demolition & New Culvert Installation – project is under design.
- Drainage Improvements - West of SW 196th Ave, North of Pembroke Rd – working on easement dedications by affected property owners.
- Miscellaneous Drainage Improvements in SWR - updated to include specific locations for drainage improvements in SWR at SW 210<sup>th</sup> Terrace and SW 195<sup>th</sup> Lane.
- Install Sluice Gate & Modify Trash Rack at S-7 Pump Station – project is in preliminary design phase.
- **New CIP Project** - Site Lighting & Electrical Upgrades at SBDD Headquarters.
- **New CIP Project** - Culvert Repairs for Hollybrook Outfall Culvert (Quincy Park).
- **Deleted** – Purchase of Multi-Purpose Equipment.

The CIP budget for fiscal year 2011/2012 decreased slightly from \$740,000 to \$738,247. The total budget for the 5-year CIP also decreased from \$3,112,000 to \$3,110,247.

**This is to request approval of the updated SBDD 5-Year Capital Improvement Plan.**

**KH**  
**Attachment**

SOUTH BROWARD DRAINAGE DISTRICT  
CAPITAL IMPROVEMENT PROJECTS  
March 22, 2011

Fiscal Year	Priority	Project	Cost	Notes
2011/2012	1	Rebuild 2 Water Lubrication Pumps (S-8 & S-2 Pump Stations)	\$25,965	Work Complete 100%
	2	Upgrade Station Control Panels at S-8 & S-3 Pump Stations	\$115,986	Contract Awarded
	3	Upgrade 2 Pumps to Water Cooled.	\$26,296	Contract Award Pending
	4	B-3 Pump Station Demolition & New Culvert Installation	\$145,000	Under Design
	5	Drainage Improvements - West of SW 196th Ave, North of Pembroke Rd	\$80,000	
	6	Drainage Improvements in SWR - SW 210th Terrace/SW 195th Lane Culvert Extension	\$100,000	Joint Projects with SWR
	7	Install Sluice Gate & Modify Trash Rack at S-7 Pump Station	\$85,000	Under Design
	8	Site Lighting & Electrical Upgrades at SBDD Headquarters	\$80,000	Bid is Pending
	9	Culvert Repairs for Hollybrook Outfall Culvert (Quincy Park)	\$80,000	
			<b>Total</b>	<b>\$738,247</b>
2012/2013	1	Upgrade 2 Pumps to Water Cooled.	\$30,000	
	2	Install Motor and Telemetry at Inter-Connect for S-9/S-10 & S-4/S-5 Basin (Pines Blvd)	\$60,000	
	3	Install Pipe Liner at Johnson St & Palm Ave Culvert (84" CMP)	\$75,000	
	4	Excavate Primary/Secondary Canals in Basin 1	\$120,000	
	5	Upgrade B-1 & B-2 Pump Stations	\$80,000	
	6	Culvert Replacements/Repairs in Basin 8	\$150,000	
	7	Replace Truss Roof at S-3 Pump Station	\$100,000	
	8	Replace Gear Heads at S-2 Pump station	\$45,000	
		<b>Total</b>	<b>\$660,000</b>	
2013/2014	1	Upgrade 2 Pumps to Water Cooled.	\$30,000	
	2	Replace Gear Heads at S-7 Pump station	\$45,000	
	3	Culvert Replacements/Repairs in Basin 1	\$125,000	
	4	Canal Maintenance Dredging in Basin 1	\$200,000	
	5	Install Sluice Gates in Basin 5 (4 Locations)	\$160,000	
	6	Install New Roof at Office Building and Maintenance Bldg	\$90,000	
		<b>Total</b>	<b>\$650,000</b>	
2014/2015	1	Replace Gear Heads at S-8 Pump station	\$65,000	
	2	Country Club Ranches Culvert Replacements	\$125,000	
	3	Upgrade Telemetry System & Install Cameras at Pump Stations	\$125,000	
	4	Excavate Primary/Secondary Canals in Basin 8	\$262,000	
	5	Replace Generator at S-1 Pump Station	\$25,000	
		<b>Total</b>	<b>\$602,000</b>	
2015/2016	1	Replace Gear Heads at S-1 Pump station	\$60,000	
	2	Culvert Replacements/Repairs in Basin 8	\$200,000	
	3	Excavate Primary/Secondary Canals in Basins 1 and 8	\$200,000	
		<b>Total</b>	<b>\$460,000</b>	
<b>Grand Total</b>			<b>\$3,110,247</b>	

NOTE:

CIP DOES NOT INCLUDE FUNDING OBTAINED FROM GRANTS OR OTHER FUNDING SOURCES.

\*\*\*MEMORANDUM\*\*\*

DATE: March 22, 2012  
TO: South Broward Drainage District Commissioners  
FROM: Kevin M. Hart, P.E.  
District Director  
Subject: Request to Transfer Funds from SBDD Capital Improvements Committed Account to the SBDD General Operating Account

Comments:

SBDD recently completed the Culvert Slip Lining Project in the City of Pembroke Pines. The total cost of the project was \$78,712.00. Funding for the project was split between the General Operating Account (\$24,712.00) and the Capital Improvement Committed Account (\$54,000.00) as previously approved by the Board.

**This is to request approval to transfer \$54,000.00 from the SBDD Capital Improvement Committed Account to the SBDD General Operating Account to fund the Culvert Slip Lining Project in the City of Pembroke Pines.**

**KH**  
**Attachments**

**AGENDA ITEM # 6A**



SOUTH BROWARD DRAINAGE DISTRICT  
RESOLUTION No. 2012-03

RESOLUTION OF THE SOUTH BROWARD DRAINAGE DISTRICT AUTHORIZING THE SOUTH BROWARD DRAINAGE DISTRICT TO ENTER INTO A SETTLEMENT AGREEMENT WITH 15500 PINES BOULEVARD LLC, A FLORIDA LIMITED LIABILITY COMPANY, PEMBROKE PLAZA PARTNERS, LLC, A VIRGINIA LIMITED LIABILITY COMPANY, AND HOLLYWOOD LAKES COUNTRY CLUB, INC, A FLORIDA CORPORATION DOING BUSINESS AS GRAND PALMS GOLF & COUNTRY CLUB, FOR THE PURPOSE OF SETTLING THE ON-GOING LITIGATION FILED UNDER CASE NO. 05-012193 (04) IN THE CIRCUIT COURT OF THE 17<sup>TH</sup> JUDICIAL CIRCUIT, IN AND FOR BROWARD COUNTY, FLORIDA; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The South Broward Drainage District, hereinafter referred to as "District", is a political subdivision of the State of Florida and is named as a Third Party Defendant in the above referenced litigation, hereinafter referred to as the "Lawsuit"; and

WHEREAS, 15500 Pines Boulevard LLC, a Florida Limited Liability Company, hereinafter referred to as "15500", and Pembroke Plaza Partners, LLC, a Virginia Limited Liability Company, hereinafter referred to as "Pembroke Plaza", are named as Plaintiffs in the Lawsuit; and

WHEREAS, Hollywood Lakes Country Club, Inc., a Florida Corporation doing business as Grand Palms Golf & Country Club, hereinafter referred to as "Grand Palms", is named as a Defendant/Third Party Plaintiff in the Lawsuit; and

WHEREAS, the parties involved in the Lawsuit are desirous to settle the disputes between them regarding the Lawsuit; and

WHEREAS, the Lawsuit involves two properties designated as:(a) the 15500 Pines Boulevard Site, a portion of which is owned by 15500, and a portion of which is currently owned by NGP V Pembroke FL LLC, a Delaware limited liability company ("NGP"), successor to Pembroke Plaza (collectively "Pines Property") and (b) the Grand Palms Golf Course Site owned by Grand Palms ("Grand Palms Property"), such properties being more particularly described in Exhibit "A" to the Settlement Agreement attached hereto as Exhibit "1".

WHEREAS, there presently exists a 48" outfall culvert which connects the east end

portion of the Pines Property formerly owned by Pembroke Plaza (and now owned by NGP) to the Northeastern Lake on the Grand Palms Property; and

WHEREAS, the parties involved in the Lawsuit agree that the existing 48" outfall culvert will be blocked so that there will be no further drainage from the existing 48" outfall culvert onto the Grand Palms Property; and

WHEREAS, prior to blocking the existing 48" outfall culvert, a new outfall culvert (not to exceed 48" in diameter), a new control structure, and a new headwall will be constructed ("hereinafter, collectively referred to as the "New Control Structure"); and

WHEREAS, the New Control Structure will be installed on the west end of the Homeland Security portion of the Pines Property formerly owned by Pembroke Plaza (and now owned by NGP) and will connect to the north central lake on the Grand Palms property, which is located in the approximate center of Hole #9 of the Sabel 9 course on the Grand Palms Property, as depicted on Exhibit "B" to the Settlement Agreement; and

WHEREAS, the New Control Structure will be designed and constructed so as to permit and limit the drainage of water from the Pines Property to the Grand Palms Property not to exceed the drainage currently permitted by the existing 48" outfall culvert; and

WHEREAS, the blocking of the existing 48" outfall culvert and the construction of the New Control Structure will hereinafter be referred to collectively as the "Improvements."; and

WHEREAS, the District has agreed to be responsible for the preparation of all engineering plans, securing bids for the performance of all work and materials, and securing contracts for all work and materials related to the Improvements; and

WHEREAS, the District has agreed to be responsible for the performance of all construction management and contract administration related to the construction of the Improvements, which responsibilities will hereinafter be collectively referred to as "Engineering/Management Service; and

WHEREAS, Except as stated in paragraphs 19 and 20 of the Settlement Agreement, the parties have acknowledged and agreed that neither Pembroke Plaza nor NGP shall have any liability to Grand Palms or its successors and assigns or any other Party to the Settlement Agreement in connection with the design, performance or capacity of the New Control Structure or the development of the Improvements.

WHEREAS, the District has estimated that the cost of construction of the Improvements is \$60,000.00; and

WHEREAS, for the purpose of the Settlement Agreement, the cost of the Engineering/Management Service to be incurred by the District is agreed to be \$9,000.00; and

WHEREAS, for the purpose of the Settlement Agreement, the cost of the Engineering/Management Service to be incurred by the District is agreed to be \$9,000.00; and

WHEREAS, the District has agreed to be responsible for that portion of the cost of construction of the Improvements and the Engineering/Management Services as stated in the Settlement Agreement; and

WHEREAS, Pembroke Plaza has agreed to be responsible for that portion of the cost of construction of the Improvements and the Engineering/Management Services as stated in the Settlement Agreement; and

WHEREAS, before the District shall be obligated to award the Contract for construction of the Improvements, all moneys which are in excess of the District's obligation as stated herein shall be paid to and delivered to the District; and

WHEREAS, in the event that the Settlement Agreement should be cancelled or terminated, the legal proceedings between the parties involved in the Lawsuit shall resume as if the Settlement Agreement had not been entered into, or in the alternative, the parties may enter into a modified amended, revised or new agreement; and

WHEREAS, Pembroke Plaza has agreed to secure a drainage easement for the benefit of the District over that portion of the Pines Property necessary to construct that portion of the New Control Structure located on that portion of the Pines Property formerly owned by Pembroke Plaza (and currently owned by NGP); and

WHEREAS, the Settlement Agreement provides that Grand Palms will agree to permit the District and its designees to have access to the Grand Palms Property as necessary to construct the Improvements described in the Settlement Agreement, including performance of Engineering/Management Service; and

WHEREAS, the Settlement Agreement provides that Grand Palms will agree to permit the District and the owner of the Homeland Security portion of the Pines Property to maintain the Improvements, subject to notification and coordination of any necessary maintenance with Grand Palms; and

WHEREAS, the parties involved in the Lawsuit have acknowledged that the owner

of the Homeland Security portion of the Pines Property shall have the responsibility to maintain the Improvements and that the District shall have the right, but not the obligation to maintain the Improvements; and

WHEREAS, the parties have prepared a Settlement Agreement to resolve the disputes between the parties involved in the Lawsuit. The Settlement Agreement is attached to this Resolution No. 2012-03 as Exhibit "1" and is herein referred to as the "Settlement Agreement"; and

WHEREAS, the parties involved in the Lawsuit are desirous of entering into the Settlement Agreement; and

WHEREAS, a public meeting was held on the 29<sup>th</sup> day of March, 2012 at 8:00 AM at the offices of the South Broward Drainage District located at 6591 SW 160<sup>th</sup> Avenue, Southwest Ranches, Florida 33331 for the purpose of approving the proposed Settlement Agreement and authorizing the District to enter into the proposed Settlement Agreement;

NOW, THEREFORE, be it resolved by the Board of Commissioners of the South Broward Drainage District in meeting assembled that:

1. The foregoing statements are true and correct and are incorporated herein by reference as if fully stated herein.

2. The Settlement Agreement between the parties involved in the Lawsuit is approved.

3. The District's attorney and District Director are authorized and directed to submit the Settlement Agreement to the other parties involved in the Lawsuit for approval and execution.

4. The District attorney and the District Director upon concurrence from the District Chairperson are authorized to agree to and make minor, non substantive revisions to the Agreement.

5. The Settlement Agreement shall be executed in the name of the District by the Chairperson or Vice Chairperson of the District and countersigned and attested by the Secretary of the District and its corporate seal or facsimile thereof shall be affixed thereto and reproduced thereof.

6. Upon execution of the Settlement Agreement by all parties, the District's attorney is authorized and directed to submit Settlement Agreement to the Court for approval and dismissal; with prejudice of the lawsuit proceedings with a reservation of

jurisdiction to enforce its terms.

7. If any one or more of the covenants, agreements or provisions of this Resolution, the Settlement Agreement or the exhibits attached to the Settlement Agreement shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be separate from the remaining covenants, agreements or provisions and shall in no way affect the validity of all other provisions of this Resolution, the Agreement or the exhibits attached to the Agreement.

8. This Resolution shall take effect immediately upon its adoption and shall be effective until revised or changed by the District Board of Commissioners by subsequent Resolution.

IN WITNESS WHEREOF, the Chairperson of the Board of Commissioners of the SOUTH BROWARD DRAINAGE DISTRICT has hereunto set his hand and the Secretary of the Board of Commissioners of the SOUTH BROWARD DRAINAGE DISTRICT has caused to be set its seal.

ADOPTED AND DATED the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

SOUTH BROWARD DRAINAGE DISTRICT

(SEAL)

By: \_\_\_\_\_  
Scott Hodges, Chairperson

Attest:

\_\_\_\_\_  
Robert E. Goggin, IV, Secretary

STATE OF FLORIDA )

)§

COUNTY OF BROWARD ) The foregoing Resolution No. 2012-03 was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2012 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 March, 2012.

(NOTARY SEAL OR STAMP)

↓

\_\_\_\_\_  
Notary Public - State of Florida at Large



IN THE CIRCUIT COURT OF THE 17<sup>TH</sup>  
JUDICIAL CIRCUIT, IN AND FOR  
BROWARD COUNTY, FLORIDA

CASE NO. 05-012193 (04)

15500 PINES BOULEVARD CORPORATION,  
a Florida corporation (now known as 15500 Pines  
Boulevard LLC, a Florida limited liability company),  
and PEMBROKE PLAZA PARTNERS, LLC, a Virginia limited liability company,

Plaintiffs,

vs.

HOLLYWOOD LAKES COUNTRY CLUB, INC.,  
a Florida corporation doing business as GRAND  
PALMS GOLF & COUNTRY CLUB,

Defendant/Third Party Plaintiff,

and

SOUTH BROWARD DRAINAGE DISTRICT, a  
political subdivision of the State of Florida,

Third Party Defendant.

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**SETTLEMENT AGREEMENT**

This Settlement Agreement (“Agreement”) is made and entered into this \_\_\_ day of \_\_\_\_\_, 2012 by and between 15500 PINES BOULEVARD CORPORATION, a Florida corporation, now known as 15500 Pines Boulevard LLC, a Florida limited liability company (“15500”), PEMBROKE PLAZA PARTNERS, LLC, a Virginia limited liability company (“Pembroke Plaza”), SOUTH BROWARD DRAINAGE DISTRICT, a political subdivision of the State of Florida (“SBDD”) and HOLLYWOOD LAKES COUNTRY CLUB, INC. d/b/a GRAND PALMS GOLF & COUNTRY CLUB (“Grand Palms”) each being referred to individually as a “Party” and collectively as the “Parties”).

**RECITALS**

- A. The Parties are presently involved in this litigation (the “Lawsuit”); and
- B. The Parties now desire to settle all of the disputes between them regarding the Lawsuit;

NOW, THEREFORE, in consideration of the matters set forth in this Agreement, and other good and valuable consideration the sufficiency of which is hereby acknowledged, and with the intent to be legally bound, the Parties hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and incorporated herein by reference.

2. This Lawsuit involves two properties designated as: (a) the 15500 Pines Boulevard Site, a portion of which is owned by 15500, and a portion, known as the Homeland Security portion, of which is currently owned by NGP V Pembroke FL LLC, a Delaware limited liability company ("NGP"), successor to Pembroke Plaza (collectively ("Pines Property") and (b) the Grand Palms Golf Course Site owned by Grand Palms ("Grand Palms Property"), such properties being more particularly described in **Exhibit "A"** attached to this Settlement Agreement.

3. There presently exists a 48" outfall culvert which connects the east end of the portion of the Pines Property formerly owned by Pembroke Plaza (and now owned by NGP) to the Northeastern Lake on Grand Palms Property. That outfall culvert is depicted as "Existing 48" Outfall" on **Exhibit "B"** ("Existing Outfall").

4. The Parties agree that the Existing Outfall will be blocked so that there will be no further drainage from the Existing Outfall onto the Grand Palms Property.

5. Prior to blocking the Existing Outfall, the Parties agree that a new outfall culvert not to exceed 48" in diameter, a new control structure, and headwall will be constructed ("New Control Structure"). The New Control Structure will be installed on the west end of the Homeland Security portion of the Pines Property formerly owned by Pembroke Plaza (and now owned by NGP) and will connect to the north central lake on the Grand Palms property which is located in the approximate center of Hole #9 of the Sabel 9 course on the Grand Palms Property, as depicted on **Exhibit "B"**.

6. The New Control Structure will be designed and constructed so as to permit and limit the drainage of water from the Pines Property to the Grand Palms Property not to exceed the drainage permitted by the Existing Outfall.

7. The blocking of the Existing Outfall and the construction of the New Control Structure will be referred to collectively as the "Improvements."

8. The SBDD agrees to be responsible for the preparation of all engineering plans, securing bids for the performance of all work and materials, and securing contracts for all work and materials related to the Improvements. The SBDD will also be responsible for the performance of all construction management and contract administration. These responsibilities will be collectively referred to as "Engineering/Management Service." Except as stated in Paragraphs 19 and 20, it is acknowledged and agreed by the parties that neither Pembroke Plaza nor NGP shall have any liability to Grand Palms or its successors and assigns or any other Party

hereto in connection with the design, performance or capacity of the New Control Structure or the development of the Improvements.

9. SBDD estimates that the cost of construction of the Improvements is \$60,000.00.

10. For the purpose of this Agreement, the cost of the Engineering/Management Service to be incurred by SBDD is agreed to be \$9,000.00.

11. Subject to the provisions of paragraph 12 below, the SBDD agrees to pay 50% of the cost of construction of the Improvements. In addition, SBDD agrees to be responsible for \$4,500.00 towards the amount agreed for the cost of the Engineering/Management Service.

12. The maximum exposure of the SBDD for the cost of construction of the Improvements shall not exceed \$25,500.00 (and in addition SBDD shall bear \$4,500.00 of the cost of the Engineering/Management Service as aforesaid). Subject to the provisions of paragraph 14 below, in the event the total cost of construction of the Improvements exceeds \$60,000.00, Pembroke Plaza shall be responsible for the payment of the total amount of said excess.

13. Pembroke Plaza will pay SBDD \$4,500.00 of the cost of the Engineering/Management Service and will pay for the balance of the costs of construction of the Improvements not to exceed \$34,500.00 unless specifically approved by Pembroke Plaza in writing pursuant to paragraph 14 below.

14. SBDD shall be responsible for obtaining at least three (3) bids for the cost of construction of the Improvements. In the event that the lowest responsible bid for construction of the Improvements does not exceed \$60,000.00, SBDD shall promptly notify all Parties in writing and shall, subject to paragraph 15 below, be obligated to award the Contract for construction of the Improvements. Notwithstanding any statement herein, should the lowest responsible bid price for the construction of the Improvements exceed \$60,000.00, the SBDD has the option, subject to the provisions hereof, to reject all bids. In this event, the SBDD shall promptly notify all Parties in writing and the SBDD may advertise for new bids within a reasonable period of time not to exceed 3 months or, upon a majority vote of the SBDD Board of Commissioners, to cancel this Agreement in its entirety, which cancellation will be binding on all parties, provided, however, if Pembroke Plaza agrees in writing, in its sole discretion, to be responsible for the amount of the lowest responsible bid price for constructing the Improvements in excess of \$60,000.00, the SBDD shall, subject to paragraph 15 below, be obligated to proceed with awarding the bid to said lowest responsible bidder.

15. Before SBDD shall be obligated to award the Contract for construction of the Improvements, all moneys which are in excess of the SBDD's maximum \$25,500.00 obligation (plus \$4,500.00 of the cost of the Engineering/Management Service) as stated herein shall be paid to and delivered to the SBDD by Pembroke Plaza (inclusive of its \$4,500.00 payment toward the cost of the Engineering/Management Service). Promptly within 14 calendar days, upon receipt of such payments from Pembroke Plaza, SBDD shall award the Contract for construction of the Improvements. If said monies are not received within 14 calendar days after

notification is delivered to Pembroke Plaza and Grand Palms, then this Agreement shall automatically terminate and be of no force or effect.

16. In the event this Agreement should be cancelled or terminated, as stated in the 2 preceding paragraphs, the legal proceedings between the parties shall resume as if this Agreement had not been entered into. In the alternative, the parties may enter into a modified amended, revised or new agreement.

17. Pembroke Plaza agrees to secure a drainage easement for the benefit of the SBDD over that portion of the Pines Property necessary to construct that portion of the New Control Structure located on that portion of the Pines Property formerly owned by Pembroke Plaza (and currently owned by NGP).

18. Grand Palms agrees to permit the SBDD and its designees to have access to the Grand Palms Property necessary to construct the Improvements described in this -Agreement, including performance of the Engineering/Management Service.

19. Grand Palms agrees to permit the SBDD and the owner(s) of the Homeland Security portion of the Pines Property access to the Grand Palms Property as necessary to maintain the Improvements, subject to notification and coordination of any necessary maintenance with Grand Palms. The parties acknowledge that the owner(s) of the Homeland Security portion of the Pines Property shall have the primary responsibility to maintain the Improvements and that the SBDD shall have the right, but not the obligation to maintain the Improvements. It is acknowledged and agreed that as Pembroke Plaza is no longer an owner of any portion of the Pines Property it shall have no responsibility for the maintenance of the Improvements.

20. Notwithstanding any statement herein, after construction of the Improvements is complete, the SBDD does not assume any obligation to maintain any part of the Improvements, which shall be the responsibility of the owner(s) of the Homeland Security portion of the Pines Property. In addition, within fifteen (15) days following completion of the Improvements, the SBDD will prepare and deliver a Bill of Sale for the Improvements to the owners of the Homeland Security portion of the Pines Property.

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

As to PEMBROKE PLAZA:  
PEMBROKE PLAZA PARTNERS, LLC:  
Attn: Damon Harwood, Managing Member  
11350 Random Hills Road, Suite 800  
Fairfax, Virginia 22030

with copy to:  
W. Wyndham Geyer, Jr., Esquire

Greenspoon Marder P.A.  
200 East Broward Boulevard  
Fort Lauderdale, Florida 33301

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

with copy to:  
Douglas R. Bell, Esquire  
Cumberland Building, Suite 505  
800 East Broward Boulevard  
Ft. Lauderdale, Florida 33301

As to GRAND PALMS:  
HOLLYWOOD LAKES COUNTRY CLUB, INC.  
d/b/a GRAND PALMS GOLF & COUNTRY CLUB  
E.M. Segall  
1806 North Flamingo Road, Suite 300  
Pembroke Pines, Florida 33028

with copy to:  
James Saunders, III, Esquire  
15841 Pines Boulevard, Suite 119  
Pembroke Pines, Florida 33028

As to 15500:  
15500 PINES BOULEVARD, LLC, f/k/a 15500  
PINES BOULEVARD CORPORATION  
1600 Sawgrass Corporate Parkway, Suite 400  
Sunrise, Florida 33323

with a copy to:  
W. Wyndham Geyer, Jr., Esquire  
Greenspoon Marder P.A.  
200 East Broward Boulevard  
Fort Lauderdale, Florida 33301

As to NGP V PEMBROKE FL LLC  
Attention: \_\_\_\_\_  
1650 Tysons Boulevard, Suite 200  
McLean, Virginia 22102



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

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 Settlement Agreement may be sent by facsimile, electronic mail, telegraph or private courier, but shall be deemed to have been given when received.

22. This Agreement will be submitted to the Court for approval and dismissal, with prejudice of these proceedings with a reservation of jurisdiction to enforce its terms.

23. Upon full execution of this Agreement, the Parties shall execute mutual releases which release all Parties from any and all liability for everything that was raised, or could have been raised, in these proceedings with the exception only of the obligations of the Parties set forth in this Agreement. Such mutual releases shall be held in escrow by Douglas R. Bell, and same shall be released to the Parties and become fully effective at such time as Pembroke Plaza makes the payments to SBDD that are contemplated by paragraph 16 hereof.

24. Each Party to this Agreement shall bear its own costs and fees, including attorneys' fees, incurred in connection with the prosecution, defense or settlement of this matter, except as may be provided in this Agreement.

25. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to any conflict of law provisions.

26. In the event of a dispute as to the interpretation, application or violation of this Agreement, it is understood and agreed that such dispute shall be exclusively resolved before a court of competent jurisdiction in Broward County, Florida. The Parties agree that any such dispute shall be resolved by a judge, not by a jury. However, the prevailing Party in any such dispute shall be entitled to recover from the other Party its attorneys' fees and costs incurred during pre-trial, trial and all appellate levels.

27. It is expressly understood and agreed that this Agreement and the consideration thereof, is the full, final and complete compromise and settlement of any disputed claims between Pembroke Plaza, Grand Palms and SBDD in the Lawsuit. This Agreement represents the entire agreement between the Parties and all prior or contemporaneous agreements, understandings, conditions, representations and/or settlements, oral and written, are expressly merged herein. Without limiting the foregoing, this Agreement supersedes and replaces any written communications and/or e-mails between any of the Parties and all prior agreements that relate to the Lawsuit, which shall be void and of no effect. Pembroke Plaza, Grand Palms and SBDD represent and agree that they are not relying on any representations, promises, statements or agreements not contained in this Agreement.

28. No modification, waiver, amendment, discharge or change of this Agreement shall be valid, unless the same is in writing and signed by the Party against which the enforcement of such modification, waiver, amendment, discharge or change is sought.

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

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

31. This Agreement was negotiated and mutually drafted by the Parties in good faith to avoid further litigation and thus embodies a final settlement of all claims that were contested, denied and disputed as to both validity and amount. Therefore, this Agreement is not to be construed against any Party as the drafter. In agreeing to the terms of this Agreement, no Party is relying upon any representation or statement made by any other Party nor by anyone representing or employed by that Party.

32. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any counterpart may be executed by facsimile signature or e-mail signature and such facsimile signature or e-mail signature shall be deemed an original.

33. Anyone who signs this Agreement or the exhibits hereto in a representative capacity certifies that he or she is fully authorized to enter into this Agreement and to bind legally the Party for whom he or she signs.

34. This Agreement is entered into by the Parties for the purpose of settling and compromising disputed claims. Neither the execution of this Agreement nor any action taken hereunder shall be construed as an admission of any fact, wrongdoing, liability or fault of any kind by the Parties as to any of the matters addressed herein.

35. This Agreement shall be binding upon the Parties hereto, their heirs, successors and/or assigns.

36. The representations, covenants, and agreements of the Parties hereto made in this Agreement shall remain operative and survive the execution and delivery hereof.

37. Each of the Parties hereto shall execute such further documents reasonable and necessary, and shall cooperate as reasonably necessary, in order to carry out the purpose and intent of this Agreement. Each Party shall use his or its best efforts to expeditiously comply with all of the terms and conditions herein.

38. If any provision of this Agreement or the Exhibits hereto is held invalid or unenforceable, it shall be amended rather than voided, if possible, in order to achieve the intent of the parties to the extent possible. The invalidity or unenforceability of any particular

provision of this Agreement or the Exhibits hereto shall not affect the other provisions hereof, and this Agreement and the Exhibits hereto shall be construed in all respects as if such invalid or unenforceable provisions were omitted. In any event, all other provisions of this Agreement and the Exhibits hereto shall be deemed valid and enforceable to the full extent possible.

**[The remainder of this page intentionally left blank.]**

**IN WITNESS WHEREOF**, 15500 PINES BOULEVARD CORPORATION, a Florida corporation (now known as 15500 Pines Boulevard LLC), PEMBROKE PLAZA PARTNERS, LLC, a Virginia limited liability company; SOUTH BROWARD DRAINAGE DISTRICT, a political subdivision of the State of Florida and HOLLYWOOD LAKES COUNTRY CLUB, INC., d/b/a GRAND PALMS GOLF & COUNTRY CLUB enter into this Agreement as of the dates set forth below, but effective for all purposes on the date last executed and delivered (“Effective Date”).

**PEMBROKE PLAZA PARTNERS, LLC, a Virginia limited liability company**

**WITNESSES**

\_\_\_\_\_  
Signature ↑

\_\_\_\_\_  
Print Name of Witness ↑

\_\_\_\_\_  
Signature ↑

\_\_\_\_\_  
Print Name of Witness ↑

By: \_\_\_\_\_  
**Damon Harwood**

Title: **Managing Member**

Dated: \_\_\_\_\_

**WITNESSES**

\_\_\_\_\_  
Signature ↑

\_\_\_\_\_  
Print Name of Witness ↑

\_\_\_\_\_  
Signature ↑

\_\_\_\_\_  
Print Name of Witness ↑

**SOUTH BROWARD DRAINAGE DISTRICT, a political subdivision of the State of Florida**

By: \_\_\_\_\_  
**Scott Hodges, Chairperson**

Attest: \_\_\_\_\_  
**Robert E. Goggin, IV, Secretary**

Dated: \_\_\_\_\_

**WITNESSES**

\_\_\_\_\_  
Signature ↑

\_\_\_\_\_  
Printed Name of Witness ↑

\_\_\_\_\_  
Signature ↑

\_\_\_\_\_  
Print Name of Witness ↑

**WITNESSES**

\_\_\_\_\_  
Signature ↑

\_\_\_\_\_  
Printed Name of Witness ↑

\_\_\_\_\_  
Signature ↑

\_\_\_\_\_  
Print Name of Witness ↑

**HOLLYWOOD LAKES COUNTRY CLUB,  
INC., d/b/a GRAND PALMS GOLF &  
COUNTRY CLUB**

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

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

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

**15500 PINES BOULEVARD, LLC, a Florida  
limited liability company f/k/a 15500 PINES  
BOULEVARD CORPORATION, a Florida  
corporation**

**By: G.L. COMMERCIAL, LLC a Florida  
limited liability company as Managing Member**

**By: G.L. COMMERCIAL HOLDING  
CORPORATION, a Florida corporation**

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

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

Print Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Settlement Agreement by and between 15500 PINES BOULEVARD, LLC, a Florida Limited Liability Company f/k/a 15500 PINES BOULEVARD CORPORATION, a Florida corporation (“15500”), PEMBROKE PLAZA PARTNERS, LLC, a foreign limited liability company (“Pembroke Plaza”) and SOUTH BROWARD DRAINAGE DISTRICT, a political subdivision of the State of Florida (“SBDD”) and HOLLYWOOD LAKES COUNTRY CLUB, INC. d/b/a GRAND PALMS GOLF & COUNTRY CLUB (“Grand Palms”) each being referred to individually as a “Party” and collectively as the “Parties”).

**EXHIBIT "A"**

- A-1. Legal Description of Portion of Pines Property Owned by 15500
- A-2. Legal Description of Portion of Pines Property Owned by NGP
- A-3. Legal Description of Grand Palms Property



**EXHIBIT "B"**

Sketch Showing Location of Existing Outfall and New Control Structure

*EXHIBIT "I"*

IN THE CIRCUIT COURT OF THE 17<sup>TH</sup>  
JUDICIAL CIRCUIT, IN AND FOR  
BROWARD COUNTY, FLORIDA

CASE NO. 05-012193 (04)

15500 PINES BOULEVARD CORPORATION,  
a Florida corporation (now known as 15500 Pines  
Boulevard LLC, a Florida limited liability company),  
and PEMBROKE PLAZA PARTNERS, LLC, a Virginia limited liability company,

Plaintiffs,

vs.

HOLLYWOOD LAKES COUNTRY CLUB, INC.,  
a Florida corporation doing business as GRAND  
PALMS GOLF & COUNTRY CLUB,

Defendant/Third Party Plaintiff,

and

SOUTH BROWARD DRAINAGE DISTRICT, a  
political subdivision of the State of Florida,

Third Party Defendant.

---

**SETTLEMENT AGREEMENT**

This Settlement Agreement ("Agreement") is made and entered into this \_\_\_ day of \_\_\_\_\_, 2012 by and between 15500 PINES BOULEVARD CORPORATION, a Florida corporation, now known as 15500 Pines Boulevard LLC, a Florida limited liability company ("15500"), PEMBROKE PLAZA PARTNERS, LLC, a Virginia limited liability company ("Pembroke Plaza"), SOUTH BROWARD DRAINAGE DISTRICT, a political subdivision of the State of Florida ("SBDD") and HOLLYWOOD LAKES COUNTRY CLUB, INC. d/b/a GRAND PALMS GOLF & COUNTRY CLUB ("Grand Palms") each being referred to individually as a "Party" and collectively as the "Parties").

**RECITALS**

- A. The Parties are presently involved in this litigation (the "Lawsuit"); and
- B. The Parties now desire to settle all of the disputes between them regarding the Lawsuit;

NOW, THEREFORE, in consideration of the matters set forth in this Agreement, and other good and valuable consideration the sufficiency of which is hereby acknowledged, and with the intent to be legally bound, the Parties hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and incorporated herein by reference.

2. This Lawsuit involves two properties designated as: (a) the 15500 Pines Boulevard Site, a portion of which is owned by 15500, and a portion, known as the Homeland Security portion, of which is currently owned by NGP V Pembroke FL LLC, a Delaware limited liability company ("NGP"), successor to Pembroke Plaza (collectively ("Pines Property") and (b) the Grand Palms Golf Course Site owned by Grand Palms ("Grand Palms Property"), such properties being more particularly described in **Exhibit "A"** attached to this Settlement Agreement.

3. There presently exists a 48" outfall culvert which connects the east end of the portion of the Pines Property formerly owned by Pembroke Plaza (and now owned by NGP) to the Northeastern Lake on Grand Palms Property. That outfall culvert is depicted as "Existing 48" Outfall" on **Exhibit "B"** ("Existing Outfall").

4. The Parties agree that the Existing Outfall will be blocked so that there will be no further drainage from the Existing Outfall onto the Grand Palms Property.

5. Prior to blocking the Existing Outfall, the Parties agree that a new outfall culvert not to exceed 48" in diameter, a new control structure, and headwall will be constructed ("New Control Structure"). The New Control Structure will be installed on the west end of the Homeland Security portion of the Pines Property formerly owned by Pembroke Plaza (and now owned by NGP) and will connect to the north central lake on the Grand Palms property which is located in the approximate center of Hole #9 of the Sabel 9 course on the Grand Palms Property, as depicted on **Exhibit "B"**.

6. The New Control Structure will be designed and constructed so as to permit and limit the drainage of water from the Pines Property to the Grand Palms Property not to exceed the drainage permitted by the Existing Outfall.

7. The blocking of the Existing Outfall and the construction of the New Control Structure will be referred to collectively as the "Improvements."

8. The SBDD agrees to be responsible for the preparation of all engineering plans, securing bids for the performance of all work and materials, and securing contracts for all work and materials related to the Improvements. The SBDD will also be responsible for the performance of all construction management and contract administration. These responsibilities will be collectively referred to as "Engineering/Management Service." Except as stated in Paragraphs 19 and 20, it is acknowledged and agreed by the parties that neither Pembroke Plaza nor NGP shall have any liability to Grand Palms or its successors and assigns or any other Party

hereto in connection with the design, performance or capacity of the New Control Structure or the development of the Improvements.

9. SBDD estimates that the cost of construction of the Improvements is \$60,000.00.

10. For the purpose of this Agreement, the cost of the Engineering/Management Service to be incurred by SBDD is agreed to be \$9,000.00.

11. Subject to the provisions of paragraph 12 below, the SBDD agrees to pay 50% of the cost of construction of the Improvements. In addition, SBDD agrees to be responsible for \$4,500.00 towards the amount agreed for the cost of the Engineering/Management Service.

12. The maximum exposure of the SBDD for the cost of construction of the Improvements shall not exceed \$25,500.00 (and in addition SBDD shall bear \$4,500.00 of the cost of the Engineering/Management Service as aforesaid). Subject to the provisions of paragraph 14 below, in the event the total cost of construction of the Improvements exceeds \$60,000.00, Pembroke Plaza shall be responsible for the payment of the total amount of said excess.

13. Pembroke Plaza will pay SBDD \$4,500.00 of the cost of the Engineering/Management Service and will pay for the balance of the costs of construction of the Improvements not to exceed \$34,500.00 unless specifically approved by Pembroke Plaza in writing pursuant to paragraph 14 below.

14. SBDD shall be responsible for obtaining at least three (3) bids for the cost of construction of the Improvements. In the event that the lowest responsible bid for construction of the Improvements does not exceed \$60,000.00, SBDD shall promptly notify all Parties in writing and shall, subject to paragraph 15 below, be obligated to award the Contract for construction of the Improvements. Notwithstanding any statement herein, should the lowest responsible bid price for the construction of the Improvements exceed \$60,000.00, the SBDD has the option, subject to the provisions hereof, to reject all bids. In this event, the SBDD shall promptly notify all Parties in writing and the SBDD may advertise for new bids within a reasonable period of time not to exceed 3 months or, upon a majority vote of the SBDD Board of Commissioners, to cancel this Agreement in its entirety, which cancellation will be binding on all parties, provided, however, if Pembroke Plaza agrees in writing, in its sole discretion, to be responsible for the amount of the lowest responsible bid price for constructing the Improvements in excess of \$60,000.00, the SBDD shall, subject to paragraph 15 below, be obligated to proceed with awarding the bid to said lowest responsible bidder.

15. Before SBDD shall be obligated to award the Contract for construction of the Improvements, all moneys which are in excess of the SBDD's maximum \$25,500.00 obligation (plus \$4,500.00 of the cost of the Engineering/Management Service) as stated herein shall be paid to and delivered to the SBDD by Pembroke Plaza (inclusive of its \$4,500.00 payment toward the cost of the Engineering/Management Service). Promptly within 14 calendar days, upon receipt of such payments from Pembroke Plaza, SBDD shall award the Contract for construction of the Improvements. If said monies are not received within 14 calendar days after

notification is delivered to Pembroke Plaza and Grand Palms, then this Agreement shall automatically terminate and be of no force or effect.

16. In the event this Agreement should be cancelled or terminated, as stated in the 2 preceding paragraphs, the legal proceedings between the parties shall resume as if this Agreement had not been entered into. In the alternative, the parties may enter into a modified amended, revised or new agreement.

17. Pembroke Plaza agrees to secure a drainage easement for the benefit of the SBDD over that portion of the Pines Property necessary to construct that portion of the New Control Structure located on that portion of the Pines Property formerly owned by Pembroke Plaza (and currently owned by NGP).

18. Grand Palms agrees to permit the SBDD and its designees to have access to the Grand Palms Property necessary to construct the Improvements described in this Agreement, including performance of the Engineering/Management Service.

19. Grand Palms agrees to permit the SBDD and the owner(s) of the Homeland Security portion of the Pines Property access to the Grand Palms Property as necessary to maintain the Improvements, subject to notification and coordination of any necessary maintenance with Grand Palms. The parties acknowledge that the owner(s) of the Homeland Security portion of the Pines Property shall have the primary responsibility to maintain the Improvements and that the SBDD shall have the right, but not the obligation to maintain the Improvements. It is acknowledged and agreed that as Pembroke Plaza is no longer an owner of any portion of the Pines Property it shall have no responsibility for the maintenance of the Improvements.

20. Notwithstanding any statement herein, after construction of the Improvements is complete, the SBDD does not assume any obligation to maintain any part of the Improvements, which shall be the responsibility of the owner(s) of the Homeland Security portion of the Pines Property. In addition, within fifteen (15) days following completion of the Improvements, the SBDD will prepare and deliver a Bill of Sale for the Improvements to the owners of the Homeland Security portion of the Pines Property.

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

As to PEMBROKE PLAZA:  
PEMBROKE PLAZA PARTNERS, LLC:  
Attn: Damon Harwood, Managing Member  
11350 Random Hills Road, Suite 800  
Fairfax, Virginia 22030

with copy to:  
W. Wyndham Geyer, Jr., Esquire

Greenspoon Marder P.A.  
200 East Broward Boulevard  
Fort Lauderdale, Florida 33301

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

with copy to:  
Douglas R. Bell, Esquire  
Cumberland Building, Suite 505  
800 East Broward Boulevard  
Ft. Lauderdale, Florida 33301

As to GRAND PALMS:  
HOLLYWOOD LAKES COUNTRY CLUB, INC.  
d/b/a GRAND PALMS GOLF & COUNTRY CLUB  
E.M. Segall  
1806 North Flamingo Road, Suite 300  
Pembroke Pines, Florida 33028

with copy to:  
James Saunders, III, Esquire  
15841 Pines Boulevard, Suite 119  
Pembroke Pines, Florida 33028

As to 15500:  
15500 PINES BOULEVARD, LLC, f/k/a 15500  
PINES BOULEVARD CORPORATION  
1600 Sawgrass Corporate Parkway, Suite 400  
Sunrise, Florida 33323

with a copy to:  
W. Wyndham Geyer, Jr., Esquire  
Greenspoon Marder P.A.  
200 East Broward Boulevard  
Fort Lauderdale, Florida 33301

As to NGP V PEMBROKE FL LLC  
Attention: \_\_\_\_\_  
1650 Tysons Boulevard, Suite 200  
McLean, Virginia 22102



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

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 Settlement Agreement may be sent by facsimile, electronic mail, telegraph or private courier, but shall be deemed to have been given when received.

22. This Agreement will be submitted to the Court for approval and dismissal, with prejudice of these proceedings with a reservation of jurisdiction to enforce its terms.

23. Upon full execution of this Agreement, the Parties shall execute mutual releases which release all Parties from any and all liability for everything that was raised, or could have been raised, in these proceedings with the exception only of the obligations of the Parties set forth in this Agreement. Such mutual releases shall be held in escrow by Douglas R. Bell, and same shall be released to the Parties and become fully effective at such time as Pembroke Plaza makes the payments to SBDD that are contemplated by paragraph 16 hereof.

24. Each Party to this Agreement shall bear its own costs and fees, including attorneys' fees, incurred in connection with the prosecution, defense or settlement of this matter, except as may be provided in this Agreement.

25. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to any conflict of law provisions.

26. In the event of a dispute as to the interpretation, application or violation of this Agreement, it is understood and agreed that such dispute shall be exclusively resolved before a court of competent jurisdiction in Broward County, Florida. The Parties agree that any such dispute shall be resolved by a judge, not by a jury. However, the prevailing Party in any such dispute shall be entitled to recover from the other Party its attorneys' fees and costs incurred during pre-trial, trial and all appellate levels.

27. It is expressly understood and agreed that this Agreement and the consideration thereof, is the full, final and complete compromise and settlement of any disputed claims between Pembroke Plaza, Grand Palms and SBDD in the Lawsuit. This Agreement represents the entire agreement between the Parties and all prior or contemporaneous agreements, understandings, conditions, representations and/or settlements, oral and written, are expressly merged herein. Without limiting the foregoing, this Agreement supersedes and replaces any written communications and/or e-mails between any of the Parties and all prior agreements that relate to the Lawsuit, which shall be void and of no effect. Pembroke Plaza, Grand Palms and SBDD represent and agree that they are not relying on any representations, promises, statements or agreements not contained in this Agreement.

28. No modification, waiver, amendment, discharge or change of this Agreement shall be valid, unless the same is in writing and signed by the Party against which the enforcement of such modification, waiver, amendment, discharge or change is sought.

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

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

31. This Agreement was negotiated and mutually drafted by the Parties in good faith to avoid further litigation and thus embodies a final settlement of all claims that were contested, denied and disputed as to both validity and amount. Therefore, this Agreement is not to be construed against any Party as the drafter. In agreeing to the terms of this Agreement, no Party is relying upon any representation or statement made by any other Party nor by anyone representing or employed by that Party.

32. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any counterpart may be executed by facsimile signature or e-mail signature and such facsimile signature or e-mail signature shall be deemed an original.

33. Anyone who signs this Agreement or the exhibits hereto in a representative capacity certifies that he or she is fully authorized to enter into this Agreement and to bind legally the Party for whom he or she signs.

34. This Agreement is entered into by the Parties for the purpose of settling and compromising disputed claims. Neither the execution of this Agreement nor any action taken hereunder shall be construed as an admission of any fact, wrongdoing, liability or fault of any kind by the Parties as to any of the matters addressed herein.

35. This Agreement shall be binding upon the Parties hereto, their heirs, successors and/or assigns.

36. The representations, covenants, and agreements of the Parties hereto made in this Agreement shall remain operative and survive the execution and delivery hereof.

37. Each of the Parties hereto shall execute such further documents reasonable and necessary, and shall cooperate as reasonably necessary, in order to carry out the purpose and intent of this Agreement. Each Party shall use his or its best efforts to expeditiously comply with all of the terms and conditions herein.

38. If any provision of this Agreement or the Exhibits hereto is held invalid or unenforceable, it shall be amended rather than voided, if possible, in order to achieve the intent of the parties to the extent possible. The invalidity or unenforceability of any particular

provision of this Agreement or the Exhibits hereto shall not affect the other provisions hereof, and this Agreement and the Exhibits hereto shall be construed in all respects as if such invalid or unenforceable provisions were omitted. In any event, all other provisions of this Agreement and the Exhibits hereto shall be deemed valid and enforceable to the full extent possible.

**[The remainder of this page intentionally left blank.]**

**IN WITNESS WHEREOF**, 15500 PINES BOULEVARD CORPORATION, a Florida corporation (now known as 15500 Pines Boulevard LLC), PEMBROKE PLAZA PARTNERS, LLC, a Virginia limited liability company; SOUTH BROWARD DRAINAGE DISTRICT, a political subdivision of the State of Florida and HOLLYWOOD LAKES COUNTRY CLUB, INC., d/b/a GRAND PALMS GOLF & COUNTRY CLUB enter into this Agreement as of the dates set forth below, but effective for all purposes on the date last executed and delivered (“Effective Date”).

**PEMBROKE PLAZA PARTNERS, LLC, a Virginia limited liability company**

**WITNESSES**

\_\_\_\_\_  
Signature ↑

\_\_\_\_\_  
Print Name of Witness ↑

\_\_\_\_\_  
Signature ↑

\_\_\_\_\_  
Print Name of Witness ↑

**By:** \_\_\_\_\_  
**Damon Harwood**

**Title: Managing Member**

**Dated:** \_\_\_\_\_

**WITNESSES**

**SOUTH BROWARD DRAINAGE DISTRICT, a political subdivision of the State of Florida**

\_\_\_\_\_  
Signature ↑

\_\_\_\_\_  
Print Name of Witness ↑

\_\_\_\_\_  
Signature ↑

\_\_\_\_\_  
Print Name of Witness ↑

**By:** \_\_\_\_\_  
**Scott Hodges, Chairperson**

**Attest:** \_\_\_\_\_  
**Robert E. Goggin, IV, Secretary**

**Dated:** \_\_\_\_\_

**WITNESSES**

\_\_\_\_\_  
Signature ↑

\_\_\_\_\_  
Printed Name of Witness ↑

\_\_\_\_\_  
Signature ↑

\_\_\_\_\_  
Print Name of Witness ↑

**WITNESSES**

\_\_\_\_\_  
Signature ↑

\_\_\_\_\_  
Printed Name of Witness ↑

\_\_\_\_\_  
Signature ↑

\_\_\_\_\_  
Print Name of Witness ↑

**HOLLYWOOD LAKES COUNTRY CLUB,  
INC., d/b/a GRAND PALMS GOLF &  
COUNTRY CLUB**

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

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

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

**15500 PINES BOULEVARD, LLC, a Florida  
limited liability company f/k/a 15500 PINES  
BOULEVARD CORPORATION, a Florida  
corporation**

**By: G.L. COMMERCIAL, LLC a Florida  
limited liability company as Managing Member**

**By: G.L. COMMERCIAL HOLDING  
CORPORATION, a Florida corporation**

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

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

Print Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Settlement Agreement by and between 15500 PINES BOULEVARD, LLC, a Florida Limited Liability Company f/k/a 15500 PINES BOULEVARD CORPORATION, a Florida corporation ("15500"), PEMBROKE PLAZA PARTNERS, LLC, a foreign limited liability company ("Pembroke Plaza") and SOUTH BROWARD DRAINAGE DISTRICT, a political subdivision of the State of Florida ("SBDD") and HOLLYWOOD LAKES COUNTRY CLUB, INC. d/b/a GRAND PALMS GOLF & COUNTRY CLUB ("Grand Palms") each being referred to individually as a "Party" and collectively as the "Parties").

**EXHIBIT "A"**

- A-1. Legal Description of Portion of Pines Property Owned by 15500
- A-2. Legal Description of Portion of Pines Property Owned by NGP
- A-3. Legal Description of Grand Palms Property

## EXHIBIT "A-1"

That portion of Tract A, 15500 PINES BOULEVARD REPLAT, according to the Plat thereof, as recorded in Plat Book 172, Page 33, of the Public Records of Broward County, Florida, described as follows:

BEGINNING at the Northeast corner of said Tract A (the "POINT OF BEGINNING"); thence run South  $01^{\circ}44'22''$  East (basis of bearings) along with the East, line of said Tract A, a distance of 330.13 feet to the Southeast corner of said Tract A; thence South  $89^{\circ}25'33''$  West along the South line of said Tract A, a distance of 735.57 feet; thence North  $00^{\circ}34'58''$  West, a distance of 329.95 feet of the North line of said Tract A; thence North  $89^{\circ}25'02''$  East along the North line of said Tract A, a distance of 728.94 feet to the POINT OF BEGINNING. Said lands situate, lying and being in the City of Pembroke Pines, Broward County, Florida.



## EXHIBIT "A-2"

That portion of Tract A, 15500 PINES BOULEVARD REPLAT, according to the Plat thereof, as recorded in Plat Book 172, Page 33, of the Public Records of Broward County, Florida, LESS the following described property:

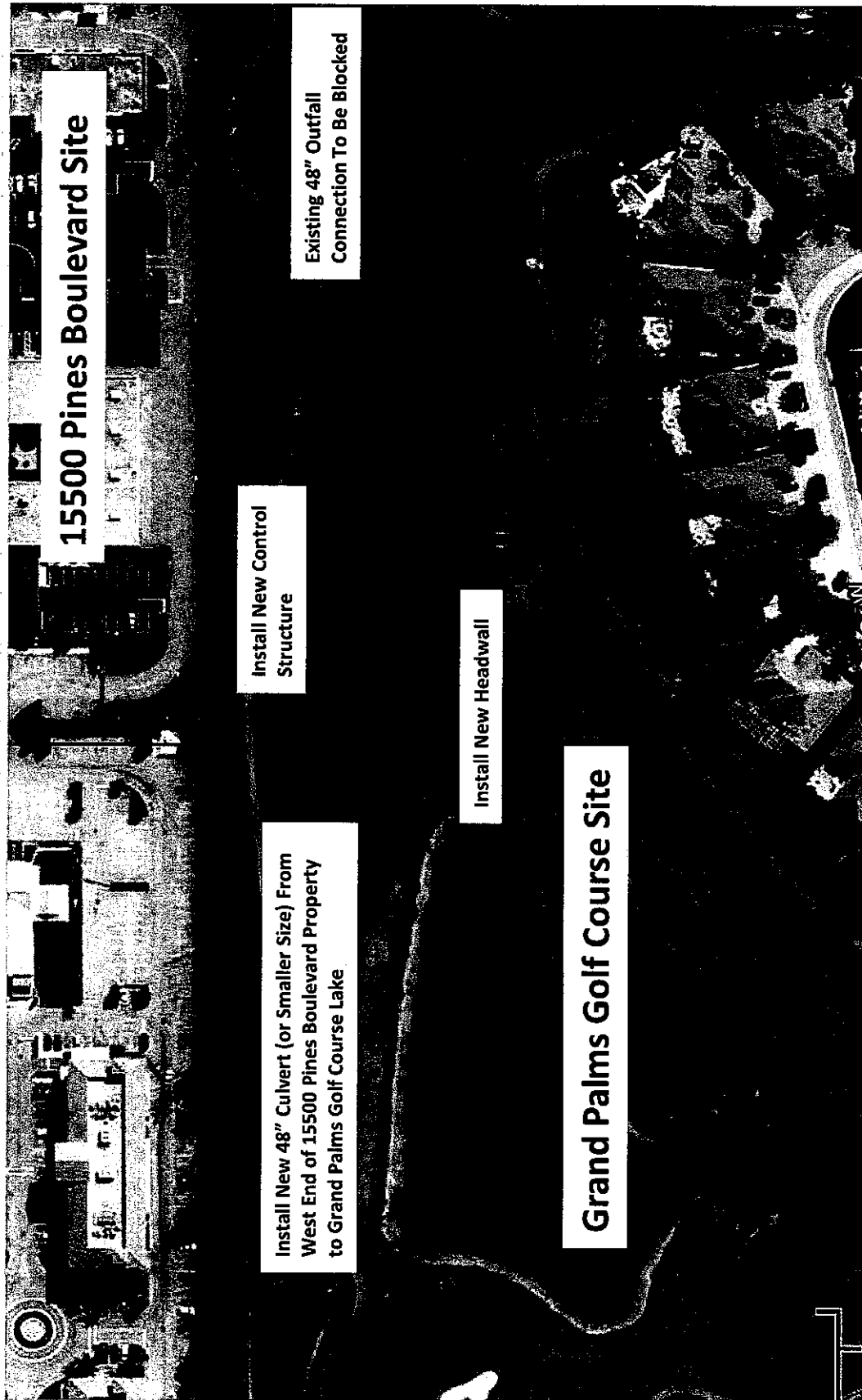
BEGINNING at the Northeast corner of said Tract A (the "POINT OF BEGINNING"); thence run South  $01^{\circ}44'22''$  East (basis of bearings) along with the East, line of said Tract A, a distance of 330.13 feet to the Southeast corner of said Tract A; thence South  $89^{\circ}25'33''$  West along the South line of said Tract A, a distance of 735.57 feet; thence North  $00^{\circ}34'58''$  West, a distance of 329.95 feet of the North line of said Tract A; thence North  $89^{\circ}25'02''$  East along the North line of said Tract A, a distance of 728.94 feet to the POINT OF BEGINNING. Said lands situate, lying and being in the City of Pembroke Pines, Broward County, Florida.

## EXHIBIT "A-3"

HOLLYWOOD LAKES COUNTRY CLUB AND RESORT, according to the Plat thereof as Recorded in Plat Book 139, Page 29 of the Broward County Public Records, Parcel A and 0.15 X 100 Strip as described in Official Records Book 15940, Page 471 and less Parcels 1 through 14 and less road right-of-way described in Official Records Books 15940, Page 471 and Book 17063, Page 538 and less Official Records Book 16902, Page 01, Book 18869, Page 616; Book 20914, Page 189 and Book 21967, Page 41; Book 23676, Pages 183-188; Book 24136, Page 529; Book 24337, Page 578; Book 24493, Page 764 and Book 26620, Page 262; Book 29596, Page 586; Book 37921 Page 314 and less Official Records Book 42631, Page 184; Book 42726, Page 1199 and less Book 47513, Page 1195; said lands lying situate and being in Broward County, Florida.

**EXHIBIT "B"**

Sketch Showing Location of Existing Outfall and New Control Structure



15500 Pines Boulevard Site

Existing 48" Outfall  
Connection To Be Blocked

Install New Control  
Structure

Install New Headwall

Install New 48" Culvert (or Smaller Size) From  
West End of 15500 Pines Boulevard Property  
to Grand Palms Golf Course Lake

Grand Palms Golf Course Site



Exhibit "B" to Settlement Agreement

**AGENDA ITEM # 6B**

SBDD\_RES-2012-04 Lenis  
March 22, 2012  
SBDD FILE N° 3069

SOUTH BROWARD DRAINAGE DISTRICT  
RESOLUTION N° 2012-04

RESOLUTION OF THE SOUTH BROWARD DRAINAGE DISTRICT AUTHORIZING THE SOUTH BROWARD DRAINAGE DISTRICT TO ENTER INTO AN AGREEMENT TO AUTHORIZE/PERMIT AN EXISTING WOOD DECK LOCATED ON PROPERTY OWNED BY WILLIAM LENIS AND MARIA J. LENIS AND WITHIN ADJACENT LAKE PROPERTY OWNED BY THE DISTRICT AND A FICUS HEDGE AND FENCE ON EAST AND WEST PROPERTY LINES CONSTRUCTED WITHIN A LAKE MAINTENANCE EASEMENT LOCATED ON PROPERTY OWNED BY WILLIAM LENIS AND MARIA J. LENIS TO REMAIN WITHIN SAID EASEMENT AND LAKE PROPERTY; RESCINDING AND CANCELING RESOLUTION NO. 2011-09; WITHDRAWING AND CANCELING RESOLUTION NO. 2011-14; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the South Broward Drainage District, hereinafter referred to as "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, WILLIAM LENIS and MARIA J. LENIS (hereinafter referred to as "Property Owners") are the owners of property lying, being and situate in Broward County, Florida, which is described as:

Lot F 21 of SILVER LAKES OF PEMBROKE PINES, according to the Plat thereof, recorded in Plat Book 143 at Page 41 of the Public Records of Broward County, Florida, said property lying, being and situate in Broward County, Florida

(hereinafter referred to as "Subject Property") and which is further identified by Broward County Property Appraiser Folio N° 1007 02 0210; and

WHEREAS, Subject Property lies completely within the geographical boundaries of

the District; and

WHEREAS, a lake maintenance easement (hereinafter referred to as "Easement") is located on the Subject Property within which the District either maintains or has the right to maintain an adjacent lake/water body (hereinafter referred to as "Lake Property") owned by the District and drainage of property within the District; and

WHEREAS, District has established, in accordance with its rule making authority, that no improvements can be placed within any 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 a variance from District for themselves, their successors, assigns and heirs for the purpose of obtaining a permit to allow (i) an existing wood deck of approximately 518+/- square feet; (ii) a ficus hedge, and (iii) fences on east and west property lines, all three of which, in part, lie within the Easement and Lake Property, all three collectively hereinafter referred to as "Improvements" to remain within the Easement and Lake Property; and

WHEREAS, a survey or sketch showing the location of the Improvements is attached as Exhibit "A" to the Agreement attached hereto as Exhibit "1"; and

WHEREAS, as a condition of approval to allow the Improvements as specified by the Agreement to remain within the Easement and Lake Property as stated in the Agreement and rescinding District's right to require removal of the Improvements, District requires that certain minimum criteria be complied with and that Property Owners indemnify and hold harmless the District as specified in the Agreement; and

WHEREAS, the District's rules, regulations and criteria and the standard permit form issued by District provide that if construction of the Improvements are permitted within the Easement and Lake Property, the Property Owners shall remove that portion of the Improvements within the Easement and Lake Property 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 that District will not require the removal of the Improvements as specified by the Agreement from the Easement and Lake Property; and

WHEREAS, the District agrees to delete and rescind the right of District to require Property Owners to remove the Improvements as specified by this Agreement from the Easement and Lake Property; and

WHEREAS, the rescision of District's right to require removal of the Improvements as specified by the Agreement from the Easement and Lake Property is based on District's review of District's requirements and obligations to maintain the adjacent lake and Easement 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 or water body 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, on May 26, 2011, the District approved Resolution No. 2011-09 which approves a prior version of an agreement between the District and the Property Owners; and

WHEREAS, on July 21, 2011, the District tabled Resolution No. 2011-14 which was to approve a subsequent agreement between the District and the Property Owners; and

WHEREAS, the Property Owners have requested several modifications to the original approved agreement and the subsequent agreement; and

WHEREAS, the District Board of Commissioners have agreed to the requested modifications; and

WHEREAS, the agreement approved by Resolution No. 2011-09 is no longer valid and Resolution No. 2011-09 should be rescinded and canceled; and

WHEREAS, the agreement proposed to be approved by Resolution No. 2011-14 is no longer valid and Resolution No. 2011-14 should be permanently withdrawn and

canceled; and

WHEREAS, a public hearing was held on the 29<sup>th</sup> day of March, 2012 at 8:00 A.M. at the offices of the South Broward Drainage District located at 6591 S.W. 160th Avenue, Southwest Ranches, Florida 33331 for the purpose of approving the proposed Agreement and authorizing the District to enter into the proposed Agreement;

NOW, THEREFORE, be it resolved by the Board of Commissioners of the South Broward Drainage District in meeting assembled that:

1. The foregoing statements are incorporated herein as if fully stated herein.
2. The Agreement between the District and Property Owners is approved.
3. The District's attorney is authorized and directed to submit the Agreement to Property Owners for approval and execution.
4. The Agreement shall be executed in the name of the District by the Chairperson or Vice Chairperson of the District and countersigned and attested by the Secretary of the District and its corporate seal or facsimile thereof shall be affixed thereto or reproduced thereof.
5. Upon execution of the Agreement, the District's attorney is authorized and directed to record the Agreement in the Broward County Public Records.
6. District Resolution No. 2011-09 and the agreement attached thereto are rescinded, canceled and of no force or effect.
7. District Resolution No. 2011-14 and the agreement attached thereto are withdrawn, canceled and of no force or effect.
8. If any one or more of the covenants, agreements or provisions of this Resolution, the Agreement or the exhibit attached to the Agreement shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be separate from the remaining covenants, agreements or provisions and shall in no way affect the validity of all other provisions of this Resolution, the Agreement or the exhibit

attached to the Agreement.

9. This Resolution shall take effect immediately upon its adoption.

IN WITNESS WHEREOF, the Chairperson of the Board of Commissioners of the SOUTH BROWARD DRAINAGE DISTRICT has hereunto set his hand and the Secretary of the Board of Commissioners of the SOUTH BROWARD DRAINAGE DISTRICT has caused to be set its seal.

ADOPTED AND DATED the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

SOUTH BROWARD DRAINAGE DISTRICT

(SEAL)

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

Attest:

Scott Hodges, Chairperson

\_\_\_\_\_  
Robert E. Goggin, IV, Secretary

STATE OF FLORIDA )

)§

COUNTY OF BROWARD ) The foregoing Resolution N<sup>o</sup> 2012-04 was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2012 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 \_\_\_\_\_, 2012.

(NOTARY SEAL OR STAMP)

↓

\_\_\_\_\_  
Notary Public - State of Florida at Large

# EXHIBIT " 1 "

SBDD-11-04 LENIS AGR  
March \_\_, 2012  
SBDD File No. 3069

Prepared By and Return to:  
Douglas R. Bell, Esquire  
800 E Broward Blvd - Suite 505  
Fort Lauderdale, Florida 33301

## AGREEMENT

THIS AGREEMENT, made and entered into this \_\_ day of March, 2012 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 WILLIAM H. LENIS and MARIA J. LENIS whose address is 17845 Northwest 15th Street, Pembroke Pines, Florida 33029 hereinafter also referred to as "Property Owners".

### 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 including maintenance of certain drainage facilities within its geographical boundaries; and

WHEREAS, Property Owners are the owners of Lot F21 of SILVER LAKES AT PEMBROKE PINES, according to the Plat thereof, recorded in Plat Book 143 at Page 41 of the Public Records of Broward County, Florida, said property lying, being and situate in Broward County, Florida (hereinafter referred to as "Subject Property") and which is further identified by Broward County Property Appraiser Folio No. 1007 02 0210; and

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

WHEREAS, a lake maintenance easement (hereinafter referred to as "Easement"), is located on the Subject Property within which the District either maintains or has the right to maintain an adjacent lake/water body (hereinafter referred to as "Lake Property") owned by the District and drainage of property within the District; and

WHEREAS, District has established, in accordance with its rule making authority, that no improvements can be placed within any 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 a variance from District for themselves, their successors, assigns and heirs for the purpose of obtaining a permit to allow (i) existing wood deck of approximately 518+- square feet; (ii) a ficus hedge, and (iii) fences on east and west property lines, all three of which, in part, lie within the Easement and Lake Property, all three collectively hereinafter referred to as "Improvements" to remain within the Easement and Lake Property; and

WHEREAS, a survey or sketch showing the location of the Improvements is attached hereto as Exhibit A; and

WHEREAS, as a condition of approval to allow the Improvements as specified by this Agreement to remain within the Easement and Lake Property as stated herein and rescinding District's right to require removal of the Improvements, District requires that certain minimum criteria be complied with and that Property Owners indemnify and hold harmless the District as specified herein.

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

WHEREAS, notwithstanding rules, regulations and criteria and the standard permit form issued by District, the District has determined that due to the method the District utilizes in maintaining the lake/water body adjacent to Subject Property, that District will not require the removal of the Improvements as specified by this Agreement from the Easement and Lake Property; and

WHEREAS, the District agrees to delete and rescind the right of District to require Property Owners to remove the Improvements specified by this Agreement from the Easement and Lake Property; and

WHEREAS, the rescission of District's right to require removal of the Improvements specified by this Agreement from the Easement and Lake Property is based on District's review of District's requirements and obligations to maintain the adjacent lake and Easement on the 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 or water body 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, as a further condition of allowing the Improvements as specified by this Agreement to remain within the Easement and Lake Property, no electrical fixtures, wires or electrical improvements are permitted to remain or be placed within the Easement and Lake Property; and

WHEREAS, Property Owners agree to allow District to access the Easement and adjacent lake through and across the side yards of the Subject Property from Northwest 15th Street. In the event it is necessary for the District to remove any portion of the wood deck located within the Easement and/or Lake Property to gain access to the Easement, or the adjacent lake, the Property Owners will be responsible for all costs associated with damage to the wood deck caused by the District; and

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

WHEREAS, District and Property Owners are desirous of entering into an Agreement to provide for a variance to permit the Improvements as specified by this Agreement to remain within the Easement and Lake Property to rescind the District's right to require removal of the Improvements as specified herein in accordance with this Agreement; 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 Property Owners, 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. Subject to the conditions and covenants stated herein, District agrees to issue a permit and variance to Property Owners permitting the Improvements as specified by this Agreement to remain within the Easement and Lake Property, provided Property Owners first submit to District for approval, plans which are in substantial compliance with the minimum criteria established by District and as stated above. The proposed plans or sketch for the Improvements are depicted on Exhibit "A" attached to this Agreement.

3. Property Owners acknowledge that they have read and understand this Agreement and that subject to Paragraph 4 below, the Property Owners or the successor owners of Subject Property are responsible for all damages which may be caused by the Improvements which lie within the Easement and Lake Property.

4. All subsequent owners of Subject Property shall be bound by this Agreement which shall be a covenant running with the land. However, notwithstanding anything to the contrary contained herein or otherwise, should the Improvements be removed from the Easement and the Lake Property this Agreement shall immediately terminate as to any matter whatsoever occurring after the date of the removal of the Improvements. The Property Owners shall inform the District of the date of removal of the Improvements for verification by the District. If the Improvements are removed as stated in this paragraph, the Property Owners shall restore the Easement and Lake Property to its originally approved design condition prior to the Improvements having been constructed or in accordance with District criteria on the date the Improvements are removed. This shall include, but not be limited to placement and maintenance of replacement sod to the water's edge at the basin control elevation and restoring the lake bank slope to the deep cut line.

5. Property Owners do hereby agree for themselves, their successors, assigns and heirs, with respect to the Improvements which lie within the Easement and Lake Property, to Indemnify the District and hold the District

harmless from any claims, losses, damages or expenses, specifically and exclusively caused by the Improvements which lie within the Easement and Lake Property. Such claims include, but are not limited to, any and all personal injuries which may be suffered by any individual(s) or property damage which may be incurred by any individual(s) or entity(ies) caused by the Improvements. The Property Owners agree to take over and defend any such claims brought against the District or actions filed against the District. In addition, this indemnification includes reasonable attorney's fees and court costs incurred by the District at 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 Section 768.28 Florida Statutes, or any subsequently enacted similar law.

6. Property Owners shall restore the Easement and Lake Property to its original condition or District criteria as it exists on the date of this Agreement should the Improvements which lie within the Easement and Lake Property cause the collapse of the lake bank or any other damage to the lake bank. In the event Property Owners fail to restore, or have taken steps to restore such as obtaining permit(s) or hiring a contractor, etc. the Easement and Lake Property within sixty (60) days of receiving written notice from District, then District may undertake to perform such Easement and Lake Property restoration as may be deemed by District to be necessary and Property Owners shall fully reimburse District for the cost of all such Easement and Lake Property restoration.

7. Property Owners agree that during and following construction of the Improvements which lie within the Easement and Lake Property, they agree to 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 Easement or the adjacent lake caused by the said construction.

8. Property Owners agree to maintain the Improvements which lie within the Easement.

9. District agrees that in the event District requires the use of the Easement and Lake Property on which the Improvements are constructed, the District shall, to the extent reasonably practical, notify Property Owners within thirty (30) days prior to the time 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 expenses necessary to restore the Improvements which lie within the Easement to their permitted condition. However, the Property Owners have the option to remove the Improvements completely if the Property Owners so choose. In addition, Property Owners acknowledge and agree that should the District damage (unintentionally and for good cause) the improvements District shall not be required to replace the Improvements which lie within the Easement and Lake Property or pay any monies toward the cost of replacing the Improvements which lie within the Easement and Lake Property. All construction necessary to replace the Improvements must comply with the District's criteria as they exist at the time of this Agreement and requirements of this Agreement.

10. Subject to Paragraph 6, Property Owners agree that if it is necessary for District to restore the Easement and Lake Property for damage caused by the Improvements which lie within the in the Easement and Lake Property, or to replace or repair any of the Improvements which lie within the Easement and Lake Property, that Property Owners will reimburse District for any and all costs incurred to effect said restoration, repair and replacement. However, Property Owners have the option to remove the Improvements completely if the Property Owners so choose.

11. Notwithstanding the provisions of Paragraph No. 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 which lie within the Easement and Lake Property. 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 which lie within the Easement and Lake Property or assist District in the work necessary to alleviate said emergency condition or situation.

12. The District specifically agrees that, notwithstanding its right under this Agreement, the District shall cause no lien to be filed or recorded of any kind whatsoever against the Subject Property. In addition, the District shall take no action whatsoever that will in any way affect the Property Owner's homestead rights of the Subject Property against creditors. In addition, the District waives the exemption rights under Article X Section 4(a) of the Constitution of the State of Florida including but not limited to, for obligations contracted for the purchase, improvement or repair thereof, or obligations contracted for house, field or other labor performed on realty, and thus the District shall cause no lien to be filed or recorded which will in any way adversely affect the homestead status

(pursuant to Article X Section 4 of the Constitution of the State of Florida) of the Property Owners in the Subject Property.

13. Should litigation be necessary arising from this Agreement then the prevailing party shall be entitled to reasonable attorney's fees and costs including statutory interest.

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

15. Property Owners further acknowledge that the Improvements have been or will be constructed and located on Subject Property in substantial compliance with the sketch or survey attached to this Agreement as Exhibit "A".

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 which lie within the Easement and Lake Property are removed for any reason, Property Owners shall not replace same without approval of the District.

17. Any expenses including reasonable attorney's fees incurred by District as a result of the indemnifications 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. These expenses shall include reasonable attorney's fees, together with interest thereon at statutory interest rate allowed by law, and all costs of collection, including reasonable attorney's fees at all trial and appellate levels. In addition, District will be entitled to receive its reasonable attorneys' fees and costs expended in connection with such collection procedure.

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 Southwest 160th Avenue  
Southwest Ranches, Florida 33331

with copy to:  
Douglas R. Bell, Esquire  
Cumberland Building, Suite 505  
800 East Broward Boulevard  
Ft. Lauderdale, Florida 33301

As to Property Owners:  
WILLIAM H. LENIS and MARIA J. LENIS  
17845 Northwest 15th Street  
Pembroke Pines, Florida 33029

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 owner of the Subject Property, 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.

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 waiver 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 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. Notwithstanding anything to the contrary stated herein, should any litigation arise from this Agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees, costs and statutory interest.

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. Typewritten or handwritten provisions inserted in this Agreement (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. 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, including legal fees and costs associated with preparation and approval of 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  
Attest:

\_\_\_\_\_  
Witness Printed Name ↑

\_\_\_\_\_  
Robert E. Goggin, IV, Secretary

\_\_\_\_\_  
Witness Signature ↑

\_\_\_\_\_  
Witness Printed Name ↑

STATE OF FLORIDA                    )  
  )§  
COUNTY OF BROWARD            )

The foregoing Agreement was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2012 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 \_\_\_\_\_, 2012.

NOTARY SEAL OR STAMP

\_\_\_\_\_  
NOTARY PUBLIC: STATE OF FLORIDA AT LARGE



.....  
"Property Owners"  
.....

\_\_\_\_\_  
Witness Signature †

\_\_\_\_\_  
Witness Printed Name †

\_\_\_\_\_  
WILLIAM LENIS

\_\_\_\_\_  
Witness Signature †

\_\_\_\_\_  
Witness Printed Name †

STATE OF FLORIDA                    )  
  ) §  
COUNTY OF BROWARD                )  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, WILLIAM LENIS, as Property Owner 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 OR STAMP  
↓

\_\_\_\_\_  
NOTARY PUBLIC: STATE OF FLORIDA AT LARGE  
.....

\_\_\_\_\_  
Witness Signature †

\_\_\_\_\_  
Witness Printed Name †

\_\_\_\_\_  
MARIA J. LENIS

\_\_\_\_\_  
Witness Signature †

\_\_\_\_\_  
Witness Printed Name †

STATE OF FLORIDA                    )  
  ) §  
COUNTY OF BROWARD                )  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, MARIA J. LENIS, as Property Owner 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 OR STAMP  
↓

\_\_\_\_\_  
NOTARY PUBLIC: STATE OF FLORIDA AT LARGE

\_\_\_\_\_  
Agreement between the South Broward Drainage District  
and William Lenis and Maria Lenis

**AGENDA ITEM # 6C**

## SOUTH BROWARD DRAINAGE DISTRICT RESOLUTION No. 2012-05

RESOLUTION OF THE SOUTH BROWARD DRAINAGE DISTRICT REVISING THE BOUNDARIES OF FOUR OF THE DISTRICT'S SEVEN (7) COMMISSION ZONES SO THAT THE POPULATION WITHIN SAID ZONES COMPLIES WITH THE DISTRICT'S CHARTER, TO WIT: CHAPTER 98-524, LAWS OF FLORIDA, AS AMENDED; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the South Broward Drainage District, hereinafter referred to as "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

WHEREAS, Section 10(4) of the District's Charter to wit: Chapter 98-524, Laws of Florida, as amended provides that commissioners of the District shall be elected from seven single-member zones which shall be identified as Zone 1, Zone 2, Zone 3, Zone 4, Zone 5, Zone 6, and Zone 7 and that said commissioners shall be elected from the registered voters of each respective zone; and

WHEREAS, Section 10(5) of the District's Charter states the description of property which lies within each of the District's seven zones; and

WHEREAS, Section 10(8) of the District's Charter provides that the boundaries of Zones 1, 2, 3, 4, 5, 6, and 7 shall be reviewed and revised by the District Board of Commissioners (the "Board") upon the occurrence of any of the following events:

- (a) Property is added to the district's geographical area;
- (b) The district's population changes by 10 percent or more since the previous determination of the single-member zone boundaries;
- (c) Property is deleted from the district's geographical area;
- (d) The passage of at least 10 years since the previous review of the single-member zone boundaries;
- (e) The population of any one or more zones increases or decreases by more than 10 percent since the previous boundary revision; or
- (f) Five of the seven commissioners approve a resolution to revise the

boundaries.

WHEREAS, Section 10(9) of the District's Charter provides that with the assistance of the district director, engineer, and attorney, revisions to the boundaries of the seven zones shall result in the population of each zone being no less than 13.58 percent of the total population of the district and no greater than 15 percent of the total population of the district according to the latest census or official population determination;

WHEREAS, according to the United States Government 2010 Census, the District's population in 2010 was 255,029 and the 2010 census population of the District within each of the current seven zones is as follows:

- Zone 1: 34,820 or 13.65% of the 2010 census population
- Zone 2: 37,461 or 14.69% of the 2010 census population
- Zone 3: 34,632 or 13.58% of the 2010 census population
- Zone 4: 43,871 or 17.20% of the 2010 census population
- Zone 5: 32,555 or 12.77% of the 2010 census population
- Zone 6: 35,621 or 13.97% of the 2010 census population
- Zone 7: 36,069 or 14.14% of the 2010 census population; and

WHEREAS, based on the population of 255,092 persons residing within the District, the population of each commission zone should be from 34,633 to 38,254; and

WHEREAS, based on the foregoing, the Board has determined that the District's population has changed by 10% or more since the previous determination of the single member zone boundaries and that the population of one or more zones has increased by more than 10% since the previous boundary revision; and

WHEREAS, the boundaries of the District's seven zones was originally determined by Chapter 2004-459, Laws of Florida and has not been revised since the enactment of said Chapter; and

WHEREAS, based on the aforestated population numbers, the population of Zone

3 and Zone 5 is less than that which is required by the District's Charter and the population of Zone 4 is greater than that which is allowed by the District's Charter; and

WHEREAS, the District Director, Engineer and Attorney have proposed revisions to the boundaries of the District's seven zones so as to comply with the requirements of Section 10(9) of the District's Charter; and

WHEREAS, the proposed revisions in the boundaries of the District's zones will result in modifications to the boundaries of Zones 3, 4, 5 and 6; and

WHEREAS, the boundaries of Zones 1, 2 and 7 are not proposed to be revised; and

WHEREAS, the legal description of the District's seven (7) commission zones based on the recommendations of the District's Director, Engineer and Attorney are described on Exhibit "1" attached to this Resolution; and

WHEREAS, a boundary map of the District depicting the proposed seven commission zones is attached to this Resolution as Exhibit "2"; and

WHEREAS, the population of the seven commission zones proposed by this Resolution are as follows:

- Zone 1: 34,820 or 13.65% of the 2010 census population
- Zone 2: 37,461 or 14.69% of the 2010 census population
- Zone 3: 37,602 or 14.74% of the 2010 census population
- Zone 4: 35,850 or 14.06% of the 2010 census population
- Zone 5: 37,075 or 14.54% of the 2010 census population
- Zone 6: 36,152 or 14.08% of the 2010 census population
- Zone 7: 36,069 or 14.14% of the 2010 census population; and

WHEREAS, based on the United States 2010 Census, the population within each of the seven (7) zones as proposed by this Resolution 2012-05 is in conformance with section 10(9) of the District's Charter; and

WHEREAS, a public hearing of the South Broward Drainage District was held on March 29, 2012 at 9:00 A.M. at 6591 S.W. 160th Avenue, Southwest Ranches, Florida 33331 for the purpose discussing and approving the proposed revisions to the seven commission zones boundaries;

NOW, THEREFORE, be it resolved by the Board of Commissioners of the South Broward Drainage District in meeting assembled that:

1. The recitals set forth above are true and correct and incorporated herein as if set forth verbatim.

2. Effective with the date of this Resolution, the legal description of the seven (7) commission zones shall be as stated in Exhibit "1" to this Resolution and as depicted on the map attached hereto as Exhibit "2".

3. That until revised by this Board by subsequent resolution, candidates for commissioner for each of the seven zones shall be elected from the registered voters of each respective zone as revised by this Resolution.

4. That the legal description of the seven commission zones shall be effective upon the adoption and approval of this Resolution and shall apply to the election of District Commissioners from their respective zones beginning with the 2012 election and shall continue for all future elections until such time the Board revises the zone boundaries.

5. That the District Director and/or Attorney are directed to notify the Broward County Supervisor of Elections and deliver a copy of this Resolution to the Supervisor of Elections and advise her that the boundaries of the District zones have been revised and that for all future elections the boundaries as described in Exhibit "1" shall apply to Commission Zones 1 through 7.

6. That the next time that the District's Charter is updated by the Florida Legislature, Section 10(5) shall be revised to include the revisions to the legal description

of the District's seven commission zones.

7. If any one or more of the covenants, agreements or provisions of this Resolution or the exhibits attached hereto shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be separate from the remaining covenants, agreements or provisions and shall in no way affect the validity of all other provisions of this Resolution or the Exhibits attached hereto.

8. This Resolution shall take effect immediately upon its adoption.

IN WITNESS WHEREOF, the Chairperson of the Board of Commissioners of the SOUTH BROWARD DRAINAGE DISTRICT has hereunto set his hand and the Secretary of the Board of Commissioners of the SOUTH BROWARD DRAINAGE DISTRICT has caused to be set its seal.

ADOPTED AND DATED the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

SOUTH BROWARD DRAINAGE DISTRICT

(SEAL)

By: \_\_\_\_\_  
Scott Hodges, Chairperson

Attest:

\_\_\_\_\_  
Robert E. Goggin, IV, Secretary

STATE OF FLORIDA        )  
                                      )§

COUNTY OF BROWARD    )     The foregoing Resolution No. 2012-05 was acknowledged before me this \_\_\_\_\_ day of March, 2012 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 March, 2012.

(NOTARY SEAL OR STAMP)

↓

\_\_\_\_\_  
Notary Public - State of Florida at Large

EXHIBIT "1"  
TO  
SOUTH BROWARD DRAINAGE DISTRICT RESOLUTION 2012-05  
(Legal Description of the Seven (7) Commission Zones)

**DESCRIPTION OF THAT PART OF DISTRICT LOCATED IN ZONE 1**

All of Sections 31, 32 and 33 of Township 50 South, Range 40 East  
Together with  
All of Sections 4, 5, 6, and 7 of Township 51 South, Range 40 East  
Together with  
All of Sections 34, 35 and 36 of Township 50 South, Range 39 East  
Together with  
All of Sections 1, 2, 3, 10, 11 and 12 of Township 51 South, Range 39 East  
Together with  
All of Sections 28, 29 and 30 of Township 50 South, Range 40 East lying south of  
the South Florida Water Management District Canal C-11 right-of-way  
Together with  
All of Sections 25, 26 and 27 of Township 50 South, Range 39 East lying south of  
the South Florida Water Management District Canal C-11 right-of-way  
Together with  
The North one-half (N ½) of Section 18, of Township 51 South, Range 40 East  
Together with  
The North one-half (N ½) of Sections 13, 14 and 15 of Township 51 South, Range  
39 East.

**DESCRIPTION OF THAT PART OF DISTRICT LOCATED IN ZONE 2**

All of Sections 19, 30, 31 and 32 of Township 51 South, Range 40 East  
Together with  
The South one-half (S ½) of Sections 18 and 29 of Township 51 South, Range 40  
East  
Together with  
All of the South one-half (S ½) of Section 28 of Township 51 South, Range 40 East  
lying west of the centerline of the Interstate Highway I-75 right-of-way  
Together with  
All of Sections 22, 23, 24, 25, 26, 27, 34, 35 and 36 of Township 51 South, Range  
39 East  
Together with  
The South one-half (S ½) of Sections 13, 14 and 15 of Township 51 South, Range  
39 East  
Together with  
All of Section 33 of Township 51 South, Range 40 East lying west of the centerline  
of the Interstate Highway I-75 right-of-way.



**DESCRIPTION OF THAT PART OF DISTRICT LOCATED IN ZONE 3**

All of the South one-half (S ½) of Section 15 of Township 51 South, Range 40 East lying west of the centerline of the Interstate Highway I-75 right-of-way

Together with

All of the North one-half (N ½) of Section 22 of Township 51 South, Range 40 East lying west of the centerline of the Interstate Highway I-75 right-of-way

Together with

All of Sections 8, 9, 10, 11, 16 and 17 of Township 51 South, Range 40 East

Together with

The North one-half (N ½) of Sections 14, 15, 20, 21 and 29 of Township 51 South, Range 40 East.

Together with

All of the South one-half (S ½) of Section 20 of Township 51 South, Range 40 East, lying west of the centerline of the Dykes Road a/k/a SW 160<sup>th</sup> Avenue right-of-way.

**DESCRIPTION OF THAT PART OF DISTRICT LOCATED IN ZONE 4**

All of Sections 23, 26, 27, 34 and 35 of Township 51 South, Range 40 East

Together with

The South one-half (S ½) of Sections 14, 21 and 22 of Township 51 South, Range 40 East

Together with

All of the South one-half (S ½) of Sections 15 and 28 of Township 51 South, Range 40 East lying east of the centerline of the Interstate Highway I-75 right-of-way

Together with

The North one-half (N ½) of Section 28 of Township 51 South, Range 40 East

Together with

All of the North one-half (N ½) of Section 22 of Township 51 South, Range 40 East lying east of the centerline of the Interstate Highway I-75 right-of-way

Together with

All of Section 33 of Township 51 South, Range 40 East lying east of the centerline of the Interstate Highway I-75 right-of-way.

Together with

All of the South one-half (S ½) of Section 20 of Township 51 South, Range 40 East, lying east of the centerline of the Dykes Road a/k/a SW 160<sup>th</sup> Avenue right-of-way.

**DESCRIPTION OF THAT PART OF DISTRICT LOCATED IN ZONE 5**

All of Sections 12, 13 and 24 of Township 51 South, Range 40 East  
Together with  
All of Sections 7 and 18 of Township 51 South, Range 41 East  
Together with  
The North one-half (N ½) of Section 25 of Township 51 South, Range 40 East.

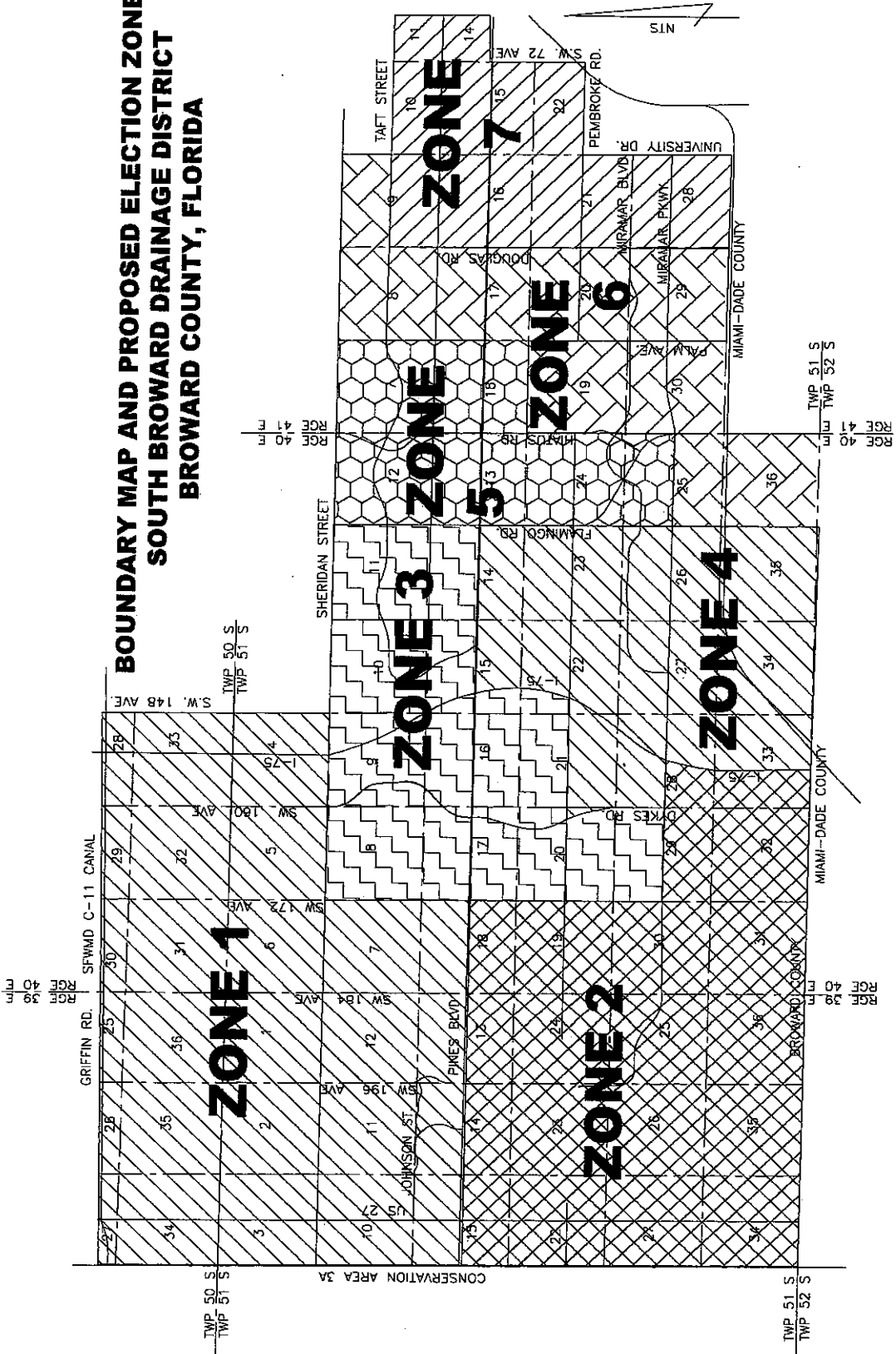
**DESCRIPTION OF THAT PART OF DISTRICT LOCATED IN ZONE 6**

All of Sections 8, 17, 19, 20, 29 and 30 of Township 51 South, Range 41 East  
Together with  
All of Section 36 of Township 51 South, Range 40 East  
Together with  
The South one-half (S ½) of Section 25 of Township 51 South, Range 40 East  
Together with  
The North one-half (N ½) of Section 9 of Township 51 South, Range 41 East.

**DESCRIPTION OF THAT PART OF DISTRICT LOCATED IN ZONE 7**

All of Sections 15, 16, 21 and 28 of Township 51 South, Range 41 East  
Together with  
The South one-half (S ½) of Sections 9 and 10 of Township 51 South, Range 41 East  
Together with  
The Southwest one-quarter (SW ¼) of Section 11 of Township 51 South, Range 41 East  
Together with  
The Northwest one-quarter (NW ¼) of Section 14 of Township 51 South, Range 41 East  
Together with  
The North (N ½) of Section 22 of Township 51 South, Range 41 East.

**BOUNDARY MAP AND PROPOSED ELECTION ZONE MAP  
SOUTH BROWARD DRAINAGE DISTRICT  
BROWARD COUNTY, FLORIDA**



[sun-sentinel.com/news/palm-beach/fl-levee-fix-update-20120315,0,5461367.story](http://sun-sentinel.com/news/palm-beach/fl-levee-fix-update-20120315,0,5461367.story)

## South Florida Sun-Sentinel.com

### South Florida gets federal deadline to fix failing levee

#### Improvements planned for western levee that guards against Everglades flooding

By Andy Reid, Sun Sentinel

7:40 PM EDT, March 15, 2012

The clock is officially ticking on repairs needed to upgrade the levee that keeps the Everglades from flooding Broward and Palm Beach counties.

February triggered the start of the South Florida Water Management District's two-year window to fix the Broward section of the East Coast Protective Levee, which falls short of federal safety standards.

The district, Broward County and eight western cities now have three months to finalize an agreement aimed at getting the levee up to the standards of the Federal Emergency Management Agency.

Inspectors have also identified deficiencies in the Palm Beach County portion of the levee, which will be subject to its own FEMA review – also expected to require upgrades.

Aside from addressing safety concerns, bringing the levee up to FEMA standards is required to avoid hikes in flood-insurance rates for nearby communities.

FEMA gave the district two years to make the Broward repairs; otherwise insurance rates in western Broward would start increasing.

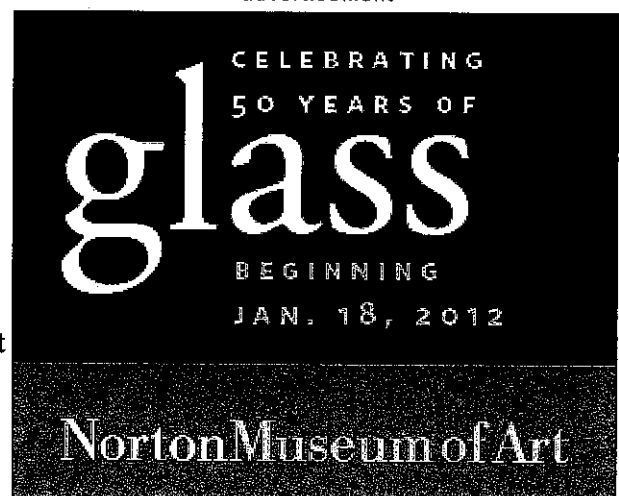
Broward communities most affected by the levee falling short of FEMA standards are Coral Springs, Miramar, Parkland, Pembroke Pines, Southwest Ranches, Sunrise, Tamarac and Weston.

While the water management district acknowledges the need to address the federal concerns over the levee, it contends that the 60-year-old structure still is capable of protecting South Florida from flooding.

"We want to make sure it can last for the next 60 years," said Tommy Strowd, district director of operations.

The district expects to spend about \$13 million refurbishing the 38-mile long Broward section of the levee.

advertisement



Regulatory delays have worked in the district's favor, buying more time for the levee repairs. A deadline once anticipated in 2013 for the Broward improvements is now May 2014.

The Sun Sentinel in 2010 reported that the Broward section of the levee failed to meet FEMA certification standards.

Last year, the Army Corps of Engineers finalized its review of the 100-mile East Coast Protective Levee and found it minimally acceptable, the middle tier on the federal government's new three-tiered levee-rating system. That also triggered the need for repairs.

Concerns raised by levee inspections include: erosion, rutting on top of the structure, sections of the levee being too low, overgrown vegetation obstructing maintenance, fencing and gates in disrepair, slopes being too steep and culverts needing repair.

Those concerns stretched from Broward into Palm Beach County and extended to 29 miles of levees at a stormwater treatment area wedged between Wellington and the Loxahatchee National Wildlife Refuge.

Some initial repair work, including building temporary dikes, was done to shore up the most at-risk sections of the levee. Construction on the rest of the Broward portion is expected to start by July.

Planned levee improvements include: raising 2,000 feet of the levee about 2 feet; reinforcing portions of the outer base; removing vegetation growing on the levee as well as burrowing animals; and installing monitoring stations to identify potential erosion.

Too much water seeping through the levee can lead to erosion and produce cavities snaking through the earthen structure that create the possibility of breach.

Repair plans seek to "minimize the piping through the levee," said Lucine Dadrian who is part of the district team coordinating repairs.

The Palm Beach County section of the levee still must undergo its FEMA review, which means more inspections to identify where it potentially falls short of federal guidelines, Dadrian said.

The district remains about one year away from identifying the extent of repair work needed in Palm Beach County. Preliminary estimates put the cost near \$7 million.

The East Coast Protective Levee, built in the 1950s, stretches across western Palm Beach, Broward and Miami-Dade counties. It's part of more than 900 miles of levees that guard against flooding in South and Central Florida.

The earthen mound was built with limestone, shell and soil dug from the edge of the Everglades. The levee once bordered mostly farmland, but decades of development brought neighborhoods that sit within sight of the levee.

Levees across the country face stepped up federal scrutiny prompted by the failures of the levees in New Orleans following Hurricane Katrina in 2005.

When levee problems are identified, FEMA typically provides a temporary accreditation that allows a two-year window for repairs. Without those improvements being made in two years, flood insurance costs rise.

*[abreid@tribune.com](mailto:abreid@tribune.com), 561-228-5504 or [Twitter@abreidnews](https://twitter.com/abreidnews)*

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MAR 2 - 2012



## Town of Southwest Ranches

13400 Griffin Road  
Southwest Ranches, FL 33330-2628

(954) 434-0008 Town Hall  
(954) 434-1490 Fax

*Town Council*  
**Jeff Nelson, Mayor**  
**Doug McKay, Vice Mayor**  
**Steve Breitzkreuz, Council Member**  
**Freddy Fisikelli, Council Member**  
**Gary Jablonski, Council Member**

**Kenneth Fields, Town Administrator**  
**Jean Watson, Town Financial Administrator**  
**Keith M. Poliakoff, Town Attorney**  
**Erika Gonzalez-Santamaria, CMC, Town Clerk**

February 28, 2012

Kevin Hart, P.E.  
District Director  
South Broward Drainage District  
6591 Southwest 160<sup>th</sup> Avenue  
Southwest Ranches, FL 33331

**RE: Drainage Project on Mather Boulevard and SW 66<sup>th</sup> Street**

Dear *Kevin* Mr. Hart,

On behalf of the Town of Southwest Ranches, I would like to thank the Board of South Broward Drainage District for their contribution to the much needed culvert and drainage project at the corner of Mather Boulevard and SW 66<sup>th</sup> Street. The Town sincerely appreciates this opportunity and hopes to continue to work together on projects that impact both the District and the Town.

I would also like to thank you and your staff for your continued support and availability to the Town. All of us at Southwest Ranches appreciate everything that you have done for us, as you are a true asset to this community.

*On behalf of the Town of Southwest Ranches, thank you!*

*Sincerely,*

*Jeff Nelson*  
Mayor of Southwest Ranches

JN:cw

C: Vice Mayor McKay and Town Council  
Kenneth Fields, Town Administrator  
Willie Nabong, Town Engineer