

**SOUTH BROWARD DRAINAGE DISTRICT
GOVERNING BOARD MEETING MINUTES
MARCH 29, 2012**

Present:

Scott Hodges, Chairperson
James Ryan, Vice Chairperson
Vicki Minnaugh, Treasurer
Alanna Mersinger, Commissioner
Thomas Good, Commissioner
Mercedes Santana-Woodall, Commissioner

Kevin M. Hart, District Director
Douglas R. Bell, Legal Counsel
Reina Muniz, Recording Secretary
General Public: See Attached List

Absent:

Robert E. Goggin, IV, Secretary

01. CALL TO ORDER/PLEDGE OF ALLEGIANCE

Meeting called to order at 8:05 A.M., followed by the Pledge of Allegiance.

02. PUBLIC COMMENT

None.

03. APPROVAL OF MINUTES

Commissioner Minnaugh moved for approval of the minutes of the February 23, 2012, South Broward Drainage District Board meeting. Motion was seconded by Commissioner Santana-Woodall and was carried unanimously.

04. DIRECTOR'S REPORT

A. AWARD OF CONTRACTS

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

This item was deferred at the previous meeting, per the request of District Director Hart.

District Director Hart said that an advertisement for bids was placed to Modify

Stormwater Pumps to Water Lubrication Pumps at two (2) locations in Miramar. One location was at the S-1 pump station and the second location was at the S-7 pump station. A total of two (2) bids were received. Each bidder was required to visit each job site location with an SBDD representative as a pre-requisite to submitting a bid. The bid included a base bid and three alternate bid items. The base bid amounts ranged in price from \$26,296.00 to \$32,570.00. The lowest base bid amount 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 the bid meets all requirements.

District Director Hart requested the Board award the contract to Modify Stormwater Pumps to Water Lubrication Pumps at the S-1 and the S-7 Pump Stations Project to FPI Pumps, Inc. in the amount of \$26,296.00 as the lowest responsive, responsible bidder. In addition, he requested the award of Bid Alternates 1, 2 and 3 in the combined amount of \$6,296.00 to FPI Pumps, Inc. The total amount of the contract will be \$32,592.00. This project will be funded out of the SBDD Capital Improvement Committed Account.

Commissioner Minnaugh moved for approval to award the contract to Modify Stormwater Pumps to Water Lubrication Pumps at the S-1 and the S-7 Pump Stations Project, and the Bid Alternates 1, 2 and 3 to FPI Pumps, Inc. for the total amount of the contract of \$32,592.00. Motion was seconded by Commissioner Santana-Woodall and was carried unanimously.

B. PROCLAMATION FOR APRIL AS WATER CONSERVATION MONTH

Chair Hodges read the Proclamation, declaring the month of April as “Water Conservation Month”. District Director Hart commented that SBDD is an active participant in water conservation efforts. He said that during the dry season SBDD works to help conserve water through the operations of the District’s gates and by making sure that water is not being discharged unnecessarily. He also mentioned other water conservation efforts throughout Broward County, including the Water Advisory Board and Technical Advisory Committee that actively evaluate and address water conservation. He said that there is a very strong water reuse program in place, and that Broward County utility agencies are continuing to transition irrigation demands to reuse water, which offset potable water demands.

C. REQUEST FOR RELEASE AND VACATION OF DRAINAGE EASEMENTS AT THE COUNTRY LAKES NORTHWEST PLAT (AKA: MIRAMAR CENTRE BUSINESS PARK)

District Director Hart said that an application was made to vacate a portion of two (2) easements located within the “Country Lakes NW Quadrant” plat, which is also known as Miramar Centre Business Park. It is located on the west side of I-75, just north of Miramar Parkway.

Both easements were previously dedicated by a separate instrument. District Director Hart explained that the reason for the request is to accommodate the development of

Parcel "A" of the "Country Lakes NW Quadrant Plat", which requires the relocation of an existing 60" culvert. He said that SBDD issued a Paving and Drainage Permit for the relocation of the 60" pipe which stipulated that the existing pipe could not be removed until the new 60" pipe was 100% operational and that new drainage easements would need to be dedicated prior to the vacation of the existing drainage easements.

The new 60" culvert has been installed and is operational; and new drainage easements have been prepared over the new pipe.

District Director Hart stated that the attorneys for the District and the property owner have updated the language for the Easement Vacation due to the fact that the title of the underlying property was transferred after the agenda packages were prepared.

District Director Hart said that SBDD has no objection to this vacation request and requested approval from the Board to vacate the portions of the easements as recommended by the District's Attorney.

Commissioner Minnaugh moved for approval of the Release and Vacation of a portion of two drainage easements at the Country Lakes Northwest plat (aka: Miramar Centre Business Park) as recommended by the District Attorney. Motion was seconded by Vice Chair Ryan.

In discussion, Vice Chair Ryan asked if Miramar Centre paid for the relocation of the pipes. District Director Hart replied yes.

Attorney Bell mentioned that the legal descriptions for the easements that are attached to the Release and Vacation documents will be revised slightly and therefore, an amendment to the motion was needed to allow for the correct legal descriptions to be attached.

Commissioner Minnaugh amended her motion for approval of the Release and Vacation of a portion of two drainage easements at the Country Lakes NW plat (aka: Miramar Centre Business Park) subject to the correct legal descriptions for the easements being attached. Motion was seconded by Vice Chair Ryan and was carried unanimously.

D. CONSENT TO ROAD RIGHT-OF-WAY DEDICATION FOR PROPERTY LOCATED IN SOUTHWEST RANCHES

This item is for the consent of a road right-of-way dedication by Mr. & Mrs. Raymond Harrison for property located in the Town of SWR. District Director Hart explained that this goes back to the old Bailey Drainage District ingress/egress easements that were dedicated years ago. He said that a 40' ingress/egress easement is being dedicated as public right-of-way to the Town, and the Town has requested SBDD's consent as the successor to the Bailey Drainage District. SBDD will retain all their rights for drainage and have no objection to the consent as submitted, and is requesting approval.

Commissioner Mersinger made a motion for approval of SBDD's consent to the road right-of-way dedication for the property located in Southwest Ranches; motion was seconded by Commissioner Santana-Woodall.

Further discussion ensued regarding who requested the consent to the road right-of-way dedication and for what purpose.

Attorney Bell clarified that the original ingress/egress easement was dedicated by Quit Claim deed as right-of-way to Bailey Drainage District. He said that when the legislative act was prepared to abolish Bailey Drainage District and turn all of the Bailey Drainage District property over to the District, he included a provision that transferred most of the ingress/egress easements (rights-of-way) over to Broward County at the same time. When SWR was formed, these easements (rights-of-way) were automatically transferred by operation of law over to the Town. However, very often when a title search is performed, the District's Charter is not reviewed, and it may appear to the title examiner that SBDD still has an interest in the property being dedicated. He opined that from a legal basis, there is really no change. He commented that many title companies want something that covers all of the interested parties. Chair Hodges summarized that this consent is just to strengthen the dedication of the right-of-way, and to cover all of the bases.

District Director Hart commented that the Town of SWR requested the consent; and that although he cannot talk on their behalf, his impression was that wherever possible the Town prefers to have right-of-way as opposed to the ingress/egress easements. He said that in the past, as properties came in for site plan approvals and other types of approvals, the Town required the dedication as a condition of approval. This property in particular came in a couple of months ago; and that is when the Town asked for the dedication as part of that approval to subdivide and build homes on the properties. Attorney Bell added that the documents on those properties, through Bailey Drainage District, are titled "Quit Claim Deeds", but on the description of the easements in the Quit Claim deed, one section says ingress/egress easements and the other refers to drainage purposes. Some people have interpreted the drainage provisions as "Fee Simple", which means that the District owns it, and others have interpreted it as only an easement; and the District has been asked to vacate it, when the time comes.

Commissioner Good asked if there were any restrictions that the District would expect and if the Town will be doing anything with that right-of-way. District Director Hart replied no. He said that this location is where the District replaced a culvert last year and where the roadside swale area was extended approximately 20' to allow the Town a wider equestrian trail.

Commissioner Good had concerns as to why the Town was not asking the County to reaffirm that the County has ownership; and that the District was being asked to create a document on something that they have no interest in. Attorney Bell explained that it is a "title issue". He said that because the District is a successor of Bailey Drainage

District, these title companies think that the District still has some interest in these properties. He said that they want to clean up the title for the roads. Attorney Bell said that a number of property owners have done the same thing in the past. The District has always vacated these properties or in some cases, retained an easement over the part that they felt was necessary to keep for drainage purposes.

Commissioner Good asked if those documents from back then were recorded. Attorney Bell replied yes, and explained the process. Commissioner Good had concerns that this might return to the District in a negative form. Attorney Bell said that he is not worried about this from the District's stand point. He explained the process and said that by legislative act these rights-of-way were placed in the name of the County, and by operation of law they went to the Town, and the Town then became responsible. He said that the District could take all the rights-of-way, which were turned over to the County, and prepare a Quit Claim Deed and turn them over to the Town. Attorney Bell suggested that the District prepare a Blanket Quit Claim Deed, which might resolve the issue of the Town returning to do this every time it comes up.

Chair Hodges reiterated what Commissioner Good said - that this document come from the County, since the District has no ownership interest.

District Director Hart clarified that the Quit Claim Deed is from the property owner to the Town, and that there is no ownership or claim by the District at all. He said that the document that the District is approving is a consent of dedication by the property owner to the Town. He reiterated what Attorney Bell said, that this goes back to being a title issue and that the Town is taking an extra step to make sure that there are no issues with the title.

Commissioner Mersinger and other Board Members had concerns that the District has been placed into a situation that they have nothing to do with, since they have no ownership, and questioned the need for SBDD to consent to the road right-of-way dedication. Chair Hodges commented that he would be more at ease if the District got a legal opinion from whoever has jurisdiction over this.

Commissioner Minnaugh commented that since this does not matter, and the District has no interest in this property, then the District could go ahead and approve this consent. She requested that Attorney Bell place language stating that although the Board will approve the consent, that they acknowledge that they do not have any legal ownership to this property. Commissioner Good asked if any cost recovery was ever done on things where the District has no interest. Attorney Bell said that in the past there has been.

The motion was amended to include that language be added stating that although the Board will approve the consent, that the District acknowledges that they do not have any legal ownership to this property. The question was called and the motion was carried.

E. TERMINATION OF LEASE AGREEMENT WITH THE TOWN OF SOUTHWEST RANCHES FOR USE OF SBDD PROPERTY AND RETURN OF SECURITY DEPOSIT

District Director Hart said that the Town of SWR removed their modular units and restored the property to its original condition, all in accordance with their lease agreement. The District is satisfied with all the work that was performed. He said that the lease agreement has a clause that the Town of SWR would reimburse SBDD for any expenses incurred for the repair of the property. The District did incur a \$260.00 expense for irrigation repairs; and in accordance with the lease agreement, District Director Hart requested approval to return the Town's \$25,000 deposit less the cost incurred by the District, and to terminate the lease with the Town for use of the District's property.

Commissioner Minnaugh made a motion for approval of Termination of Lease Agreement with the Town of SWR for use of SBDD property and return of security deposit for \$25,000 less the cost incurred by the District; motion was seconded by Vice Chair Ryan and carried unanimously.

F. UPDATE TO SBDD CAPITAL IMPROVEMENT PLAN; ADDITION OF LIGHTING AND ELECTRICAL IMPROVEMENTS

District Director Hart said that after reviewing the status of the Capital Improvement Plan (CIP), some priorities have resurfaced since the summer, and updates to the CIP were made. He said that two new projects were added. 1) lighting improvements and electrical upgrades within the SBDD property grounds - the District received a cost estimate from the electrical engineer of \$80,000 for this work; and 2) culvert repairs to the Hollybrook Golf Course outfall - he said that some serious problems were identified with this outfall culvert. There are a number of blockages and concerns that need to be addressed immediately, and the estimated cost for the repairs is \$80,000. District Director Hart indicated that the updated CIP also includes specific locations for the drainage improvements in SWR. He said that the purchase of a multipurpose piece of equipment was deferred to a future year. He said the overall budget for the fiscal year 2011-2012 was reduced slightly from \$740,000 to \$738,247; and that on all the future years there were no changes.

Commissioner Minnaugh made a motion to update SBDD Capital Improvement Plan with the addition of lighting and electrical improvements within the SBDD property grounds and culvert repairs to the Hollybrook Golf Course outfall; motion was seconded by Commissioner Mersinger.

Commissioner Good suggested that the District install spare conduit for the future installation of security cameras.

Vice Chair Ryan asked about the miscellaneous drainage improvements that were needed in SWR: how much will they cost, and how much will the Town participate in the cost? District Director Hart replied that there are three locations along SW 210 Terrace where there are opportunities to place cross-drainage systems; either swales or

culverts. The District has already done some swale work in one location, and the Town has obtained drainage easements to place culverts in two other locations. He said that the Town of SWR is currently working to get permits from SFWMD to install the culverts, and has taken the lead on those projects; and that the District will participate however they can. He said the Town has a project list for drainage improvements that includes a budget estimate for each project; and that District Director Hart has had discussions with the Town's Engineer on their priorities. Vice Chair Ryan asked for a percentage or a dollar amount. District Director Hart explained that he does not have one at this time, but that any project with the Town of SWR will come before the Board for approval, and that at that time, it will include a dollar amount for the project cost and the Town's participation.

The question was called and the motion was carried unanimously.

G. REQUEST TO TRANSFER FUNDS FROM CAPITAL IMPROVEMENTS COMMITTED ACCOUNT TO GENERAL OPERATING ACCOUNT FOR SBDD CULVERT SLIP LINING PROJECT IN THE CITY OF PEMBROKE PINES

District Director Hart explained that this is a request to transfer funds from the Capital Improvements Committed Account to the General Operating Account for the Culvert Slip Lining Project which was completed at the end of last year. The District made improvements on two sites in the City of Pembroke Pines. One at the B-1 Pump Station outfall system, and the other at the interconnect south of Pines Boulevard on Palm Avenue. The job was completed successfully.

Commissioner Minnaugh made a motion to transfer funds from Capital Improvements Committed Account to General Operating Account for SBDD Culvert Slip Lining Project in the City of Pembroke Pines; motion was seconded by Commissioner Good and carried unanimously.

H. OTHER

District Director Hart commented on the Special District Legislation - the bill that was presented and supported by FASD was approved by the Florida Legislature and by Governor Scott. In regard to the Numeric Nutrient Criteria, it is now in the hands of EPA and a decision is still pending. Finally, Water Matters Day was last month - it went very well and was well attended.

Vice Chair Ryan commended District Director Hart for doing an excellent job at the City of Pembroke Pines Planning & Zoning Board meeting and in putting the residents that live adjacent to the old Raintree Golf Course area at ease when he discussed the Raintree Redevelopment project to them.

Commissioner Mersinger added that she felt the same way on how District Director Hart handled the Century Village drainage issues.

05. CONVENED PUBLIC HEARING AT 9:00 A.M. TO DISCUSS DISTRICT COMMISSION ZONE CHANGES

A Public Hearing was called to order to discuss proposed District Commission zone changes.

Attorney Bell presented the proposed changes to the boundaries for the District's Commission Zones. He said four or five proposals were previously reviewed and that the Board selected "Option 1" as the preferred option. He said the District is well within the guidelines for this proposal.

Chair Hodges indicated that he would first entertain comments from the Board, then open it up to the public for any comments, and then go back to the Board for final comments and action.

In discussion, Chair Hodges asked if Attorney Bell has factored in the proposed population increase for those developments that are currently being constructed. Attorney Bell replied no, the boundaries are based strictly on 2010 Census, which is what the Charter dictates. Chair Hodges commented that with all the apartment buildings under construction, the proposed Commission zone boundaries will be off again in the near future. Attorney Bell said that when there is an official population determination, the District can recalculate and make changes, if necessary. He said that it needs to be an official population determination such as the Census findings.

After further discussion by the Board, Chair Hodges asked if any member of the public wished to speak on the matter. There was no input from the public, and the Public Hearing was closed.

Commissioner Minnaugh made a motion to approve Resolution 2012-05 - Revision of the SBDD Commission Zones based on the 2010 Census; motion was seconded by Vice Chair Ryan and carried unanimously.

RECONVENED REGULAR BOARD MEETING AT 9:18 A.M.

06. ATTORNEY'S REPORT:

A. RESOLUTION 2012-03; FOR AUTHORIZATION OF APPROVAL OF THE SETTLEMENT AGREEMENT ON THE GRAND PALMS LITIGATION

Attorney Bell presented the final Settlement Agreement for the Grand Palms litigation matter. Attorney Bell stated that one change had been made to the Agreement regarding the provision for mutual releases and that Mr. Geyer (attorney for 15500 Pines Blvd LLC and Pembroke Plaza Partners LLC) was in agreement with the change. Attorney Bell said that the Resolution includes language that will allow revisions to be made to the Agreement that are not substantive, as determined by the SBDD Chairperson. If any changes are determined to be major in scope, then the Agreement would need to return before the Board for approval.

Commissioner Minnaugh wanted further clarification. Attorney Bell explained that Mr.

Geyer's clients had requested that mutual releases be added as an Exhibit to the Agreement. After further discussion between Attorney Bell and Mr. Geyer, it was agreed that the releases would be prepared separately outside of the Agreement. Mr. Geyer said he wants the Release for his clients to specifically state that they have absolutely no responsibility or liability for anything, other than the responsibility of the new owner to maintain the new pipe.

In addition, Attorney Bell said that the Agreement has been revised to provide the following items:

- Acknowledgement by the new Homeland Security parcel property owner (NGP V Pembroke FL, LLC, a Delaware limited liability company) that they have the responsibility for maintenance of the new Improvements.
- Reference to the Bill of Sale and that NGP will take ownership of the new drainage pipe.
- Acknowledgement by Grand Palms that the District has the right to access the property and the area of the new drainage pipe.
- Acknowledgement by Grand Palms that NGP has the right to go into this area in order to maintain the new drainage pipe.

Commissioner Minnaugh made a motion for approval of Resolution No. 2012-03 - Settlement Agreement on the Grand Palms litigation, subject to the recommendations and changes stated by Attorney Bell, and allowing for minor revisions as long as they are not substantive; motion was seconded by Commissioner Mersinger.

In further discussion, Commissioner Mersinger asked if this will finally take the District out of the loop on this, and have the District just do what it normally does with any other drainage issue within the community. Attorney Bell replied that was the intent and is how the Agreement has been written and that the lawsuit will be dismissed.

District Director Hart explained the process that will take place with the execution of Settlement Agreement documents. He commented that the Agreement addresses everything that was discussed back in November of 2011.

Commissioner Minnaugh asked if there was a deadline for this document to be signed. Attorney Bell said no. The Board voiced their concern that without a time frame as to when this document should be executed, this document might just sit there for months. Attorney Bell assured the Board that no work will be done until the Releases are signed by all parties. Chair Hodges suggested that District Director Hart verbally tell the parties involved that this should be signed before the rainy season.

Vice Chair Ryan said that regardless whether there is a minor change or major change, he would like the Agreement to return before the Board and have the Board vote on this. He further expressed his opposition to the motion.

The question was called and the motion was carried by a vote of 5 to 1; with the opposing vote from Vice Chair Ryan.

B. RESOLUTION 2012-04; FOR AUTHORIZATION AND APPROVAL OF THE

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT FOR THE LENIS PROPERTY

Attorney Bell requested that this item be tabled until the next Board meeting of April 26.

Commissioner Minnaugh made a motion to table this item until the next Board meeting of April 26th. Motion was seconded by Commissioner Good and carried unanimously.

07. APPROVAL OF LEGAL FEES

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

08. BOARD MEMBER'S QUESTIONS/COMMENTS

Chair Hodges recognized SW Ranches Councilmember Freddie Fisikelli. Mr. Fisikelli said that the Town of SWR is trying to develop a drainage system for the west side of their Town; and that they trying to produce a master drainage plan; and that one of the questions that is being raised is who will pay for the improvements.

District Director Hart explained to the Board that he received an email from Mr. Fisikelli explaining that the SWR Drainage Committee has been discussing a master drainage plan for the west side of their Town, within SBDD; and that one of the drainage committee members had indicated that the SBDD Charter states that "SBDD is responsible for all drainage in the District" and it was inferred that the District is responsible to do all of the drainage. Mr. Fisikelli was requesting an opinion on this question from SBDD, CBWCD and the Town's attorney.

District Director Hart stated that the Town's Attorney had already replied back that it was his understanding that the Town is responsible for their tertiary drainage.

District Director Hart indicated that he concurs with the opinion of the Town attorney. He reviewed the District Charter and nowhere does it state that SBDD is responsible for all drainage, however it does state that SBDD has "exclusive jurisdiction" within the District's boundaries. He also spoke to the Town's Engineer and told him that he would be happy to assist the Town in developing the drainage plan. He mentioned that the District is currently working with the Town on joint projects located in the west end of the town.

Mr. Fisikelli wanted to let the Board know where the town is at and made a request to the Board for help so that the Town can move forward with some of their plans. He said this was brought forth once before and it was turned down (by the SWR Drainage Committee), but he feels that in the next meeting it will pass. He thanked the Board for hearing his concerns.

Commissioner Mersinger let Mr. Fisikelli know that the District no longer does assessments. She said that the District considers itself as one District; and that the District

has created a very nice atmosphere with the Town of SWR and that she hopes that they will continue to work with the District Director.

Vice Chair Ryan explained to Mr. Fisikelli that SBDD comes under the purview of 5 cities, and that he does not believe that it is in the District's Charter to provide a tertiary system for SWR. He said the District is fortunate that they have on-board engineers and very smart people that are doing this. He said that if SWR wants to develop a tertiary system for the western part of their town, they may be able to get a bond issued and start the process, because he really does not believe it's in the purview of the Board to use public funds to improve private property. He thinks that the Town needs to review this in a more realistic manner, and that the District will help in any way they can, and discuss what is the best way to go about it: inspection, repair, etc. But beyond that, as far as building a tertiary system, that is really the Town's responsibility.

Commissioner Minnaugh said that she can support working together, getting bids, using the District's resources; and she feels that there is room for some kind of partnership as long as the District is kept in the loop. She said that this is not a promise that the District can pay for everything, but that there are certain things that can be done and certainly some type of financial proposal can be reviewed. She is very open-minded to see what the Town will prepare and to see what can be done to help out. She suggested that the District work together with the Town's engineer and see how it goes.

District Director Hart also suggested that there are grants out there that could possibly help.

Chair Hodges reiterated what Commissioner Minnaugh said that the District will continue to work together with the Town and every city in the District to improve the drainage in this District.

10. MEETING DATE

A. Next Regular Board Meeting will be held on **Thursday, April 26th at 8:00 A.M.**

Adjournment at 10:05 A.M.

Respectfully submitted,

Robert E. Goggin IV, Secretary
South Broward Drainage District

/rim

MEMORANDUM

DATE: April 19, 2012
TO: South Broward Drainage District Commissioners
FROM: Kevin M. Hart, P.E.
District Director
Subject: Resolution No. 2012-06 - Maintenance Agreement for Red Road Residences

Comments:

Attached for the Board's review and approval is the Maintenance Agreement for the Red Road Residences project, located in Miramar, Florida. The Agreement includes the following provisions:

- Dedication of required easements to SBDD.
- Acknowledgment by property owner that off-site properties are able to connect and flow through the project's water management system.
- Property owner will be responsible for the maintenance of the water management system.
- Indemnification and Hold Harmless clause.

This is to request approval of Resolution No. 2012-06 - Maintenance Agreement for Red Road Residences.

KH
Attachments

Layers

- Highways
- Major Roads
- Twn-Rng-Sec
- Municipalities
- City Limits
- Zip Codes
- CRA Boundaries
- City Zoning Codes
- County Land Use
- Comm Appraisal Districts
- Resid Appraisal Districts
- Subdiv. Number
- Subdiv. Name
- No Sales
- Streets
- Parcels
- Aerials (2012)
- County Boundary



SELECTED PROPERTY-FOLIO: 514036030010

Source: Broward County Property Appraiser

2012 AERIALS

0  127 ft

**SOUTH BROWARD DRAINAGE DISTRICT
RESOLUTION N° 2012-06**

RESOLUTION OF THE SOUTH BROWARD DRAINAGE DISTRICT AUTHORIZING SOUTH BROWARD DRAINAGE DISTRICT TO ENTER INTO AN AGREEMENT WITH RED ROAD RESIDENCES LLC WHICH PROVIDES FOR THE CONSTRUCTION, MAINTAINANCE AND REPAIR OF THE DRAINAGE SYSTEM AND APPURTENANCES CONTAINED WITHIN CERTAIN EASEMENTS DEDICATED TO THE SOUTH BROWARD DRAINAGE DISTRICT LOCATED ON PROPERTY OWNED AND/OR BEING DEVELOPED BY RED ROAD RESIDENCES LLC; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the South Broward Drainage District, hereinafter referred to as "Drainage 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, Red Road Residences LLC, hereinafter referred to as "Owner" is the Owner of certain real property located in Broward County, Florida, described in the Agreement attached hereto as Exhibit "1" and hereinafter referred to as "Subject Property"; and

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

WHEREAS, as a condition of allowing the development of Subject Property, the District requires Drainage Easements, a Drainage Flowage and Storage Easement, a Lake Maintenance Easement, a Boat Ramp Easement and an Ingress/Egress Easement (hereinafter, collectively referred to as "Easements") for stormwater drainage, flowage and storage through and for the Subject Property, and for flowage of stormwater drainage from neighboring properties; and

WHEREAS, the aforescribed Easements have been or will be dedicated to the District. The Owner has acknowledged that the District has on a non-exclusive basis access to and the right to utilize these Easement Areas for the purpose of constructing, maintaining and repairing the drainage system and appurtenances contained therein; and

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

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

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

WHEREAS, District has prepared an Agreement to be entered into between District and Owner said Agreement herein referred to as "Agreement" and attached to this Resolution as Exhibit "1"; and

WHEREAS, as a condition of allowing the development of Subject Property, the District requires Owner to enter into the Agreement; and

WHEREAS, a public hearing was held on the 26th day of April, 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 attached hereto as Exhibit "1" and authorizing the District to enter into the proposed Agreement; and

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 District and Owner is approved.
3. The District's Attorney is authorized and directed to submit the Agreement to Owner for approval and execution.
4. The Agreement shall be executed in the name of the District by the Chairperson or Vice Chairperson and countersigned and attested to 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 Director and attorney are authorized and directed to record the Agreement in the Broward County Public Records.

6. If any one or more of the covenants, agreements or provisions of this Resolution and the Agreement 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 Agreement.

7. 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 N° 2012-06 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

Prepared by: DOUGLAS R. BELL, ESQUIRE
RETURN TO: CUMBERLAND BUILDING, SUITE 505
800 EAST BROWARD BOULEVARD
FORT LAUDERDALE, FLORIDA 33301

MAINTENANCE AGREEMENT
(RED ROAD RESIDENCES)

THIS AGREEMENT, made and entered into this _____ day of _____, 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 **RED ROAD RESIDENCES LLC**, a Delaware Limited Liability Company, whose address is 2255 Glades Road, Suite 423A, Boca Raton, Florida 33431, hereinafter collectively referred to as "Owner".

WITNESSETH:

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

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

Parcel C of SNAKE CREEK RESIDENTIAL, according to the plat thereof, as recorded in Plat Book 179, Page 163, Public Records of Broward County, Florida.

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

WHEREAS, as a condition of allowing the development of Subject Property, the District requires Owner to dedicate to District Drainage Easements, a Drainage, Flowage and Storage Easement, a Lake Maintenance Easement, a Boat Ramp Easement and an Ingress/Egress Easement (hereinafter, collectively referred to as "Easements") for stormwater drainage, flowage and storage through and for the Subject Property, and for flowage of stormwater drainage from neighboring properties; and

WHEREAS, the aforescribed Easements have been dedicated to the District and are recorded in the Public Records of Broward County, Florida in OR Book _____, Page _____ and OR Book _____ Page _____, respectively. The Owner acknowledges the dedication of these Easements and that the District has on a non-exclusive basis access to and the right to utilize these Easement Areas for the purpose of constructing, maintaining and repairing the drainage system and appurtenances contained therein; and

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

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

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

- (a) To indemnify and hold harmless the District from any and all liability as the result of the construction of the Drainage System; and
- (b) To maintain the Drainage System for the Subject Property; and
- (c) To keep the Drainage Easements free and clear of all permanent obstructions, including, but not limited to, landscaping; and

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

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

WHEREAS, Owner shall pay to District those monies which may be due the District as the result

of expenses incurred by District arising out of this Agreement; and

WHEREAS, District and Owner are desirous of entering into an Agreement to provide for construction and maintenance of the Drainage System; and

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

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

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

2. The Owner agrees that Owner shall be responsible for such work as may be necessary to maintain in good condition the Drainage System constructed on, through and across the Subject Property.

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

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

5. During the period of time beginning with commencement of construction of the Drainage Improvements, the Owner agrees that, for and in consideration of an additional \$10.00 and other good and valuable consideration, the receipt of which is acknowledged by the Owner, the Owner shall

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

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

7. Owner acknowledges that the District has no obligations or responsibility regarding any of the Drainage System, that any damage which may be caused to the Drainage System shall be repaired by the Owner, and the District shall have no obligation to repair or be responsible for any damage which may be caused to the Drainage System as a result of either activities of the District or by third parties unless caused by willful or wanton acts or gross negligence of the District, its employees or agents and

such harm is not reasonably avoidable. District's employees and agents will use their best efforts not to cause harm to the Drainage System, and District agrees to give Owner reasonable notice prior to entering the Easement Areas except in the event of an emergency as solely determined by the District. In this event, the District will make a reasonable attempt to notify Owner as soon as possible. This Paragraph does not and is not intended to release third parties from any damage that the third parties may cause to the Drainage System.

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

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

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

11. In the event that the Drainage System is not being constructed or maintained pursuant to the plans approved by the District and/or requirements of the District, the Owner agrees that within twenty (20) consecutive calendar days after written notice by District, the Owner will commence to repair and correct any deviations from the approved plans and District requirements, said repairs and/or corrections to be completed within sixty (60) days of said notice. If this is not done, the District shall have the right to perform the required construction and/or maintenance and shall be fully reimbursed by the Owner for all costs associated with said construction and/or maintenance in accordance with terms of this Agreement.

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

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

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

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

16. At all times following the execution of this Agreement, Owner agrees to allow the District access to and across all easement areas dedicated to the District.

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

be bound by the terms of this Agreement. Upon the delivery of said document to District, acceptance of said document in writing by District and upon recording in the Broward County Public Records of said document with respect to an assignment to a successor owner, Owner shall have no responsibility to perform pursuant to the terms of this Agreement. Notwithstanding anything to the contrary herein contained, Owner and any subsequent assignor will continue to be liable for any damage arising out of events which occurred prior to the assignment of such party's obligations as stated herein.

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

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

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

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

22. In the event payment is not received within thirty (30) days from the billing for such charges, the District shall be entitled to file a lien in the Broward County Public Records upon all non-governmental owned property within Subject Property, which lien shall be inferior to any existing mortgage then encumbering the property, ad valorem taxes, and any such other liens, impositions and assessments as may be given priority by applicable statutes, which lien shall only be effective upon the recording of a claim of lien in the public records of Broward County, Florida, and which lien will be for the unpaid sums due the District, including reasonable attorney's fees, together with interest thereon at eighteen percent (18%) per year or the highest non-usurious rate allowable by law, whichever is less.

23. Owner shall at all times provide the District with the name and phone number of an individual or individuals who shall be available to answer questions and complaints regarding the

responsibility of maintenance of the Drainage System and adjacent drainage facilities.

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

As to District:

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

with a copy to:

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

As to Owner:

Red Road Residences LLC
2255 Glades Road, Suite 423A
Boca Raton, Florida 33431

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.

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

26. 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.

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

28. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto

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

29. 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.

30. 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.

31. 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.

32. Typewritten or handwritten provisions inserted in this agreement or exhibit (and initialed by the parties) shall control all printed provisions in conflict therewith.

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

34. 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.

35. 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.

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

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

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

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

"Owner"
RED ROAD RESIDENCES LLC, a Delaware limited liability Company

Witness Signature

By: MCRT MIRAMAR II LLC, a Delaware limited liability company, its managing member

Witness Printed Name

By: _____
Callum Parrott, Senior Managing Director

Witness Signature

Witness Printed Name

STATE OF FLORIDA)
)
COUNTY OF _____)

The foregoing Agreement was acknowledged before me this _____ day of _____, 2012 by Callum Parrott, as Senior Managing Director of MCRT Miramar II LLC, the Managing Member of RED ROAD RESIDENCES LLC, a Delaware Limited Liability Company, as Owner, who (is personally known to me) or (has produced _____ as identification).

Witness my hand and official seal in the county and state last aforesaid this _____ day of _____, 2012.

[NOTARY SEAL, STAMP, COMMISSION AND EXPIRATION]

NOTARY PUBLIC:

MEMORANDUM

DATE: April 19, 2012
TO: South Broward Drainage District Commissioners
FROM: Kevin M. Hart, P.E.
District Director
Subject: Request to Vacate a Portion of the Surface Water Management Area on the Property Owned by Gerardo Necuze and Marcia Necuze

Comments:

The owner of the property located at 5100 SW 198 Terrace, Southwest Ranches, FL 33332 is requesting that SBDD vacate a portion of the Surface Water Management Area (SWMA) previously recorded in the Broward County public records. All properties in the SW Ranches are required to set aside 20% of their property at elevation 5.0' (or an equivalent storage area) as a SWMA.

The property owners, Gerardo Necuze and Marcia Necuze, will dedicate a new SWMA over another portion of the property to compensate for the area to be vacated (see attached sketch). They are requesting to vacate 4,134.6 sf of SWMA and rededicate an equivalent SWMA of 4,134.6 sf. With the proposed change, the total SWMA property will remain at 21,197.4 square feet (sf).

SBDD staff has reviewed the request and has no objections.

The request is for SBDD to vacate and release its interest in a portion of the Surface Water Management Area on the property located at 5100 SW 198 Terrace, Southwest Ranches, FL 33332, as described in the attached "Release and Vacation of Surface Water Management Area Designation". This request is subject to the dedication of a new Surface Water Management Area of the same size or greater than that being vacated.

KH
Attachments

****MEMORANDUM****

DATE: April 19, 2012
TO: South Broward Drainage District Commissioners
FROM: Kevin M. Hart, P.E.
District Director
Subject: Vacation Request for Property Owned by Philip A. Magill and Claudia V. Magill

Comments:

The owner of the property located at 755 SW 189 Avenue, Pembroke Pines, FL 33029-6055 is requesting that SBDD vacate a portion of the 20-Foot Lake Maintenance Easement (LME) that runs along their east property line. The property is located in the Encantada residential community and borders an existing lake owned by SBDD.

The entire LME as currently dedicated within the property is not needed for SBDD to access and maintain the lake, as the existing lake only borders a portion of the lot. Based on the limits of the proposed vacation, SBDD will maintain a minimum of 20 feet outside the existing edge of water for LME purposes.

SBDD staff has reviewed the request and has no objections.

The request is for SBDD to vacate and release its interest in a portion of the Lake Maintenance Easement on the property located at 755 SW 189 Avenue, Pembroke Pines, FL 33029-6055, as described in the attached "Release and Vacation of a Portion of Lake Maintenance Easement" document.

KH
Attachments

MEMORANDUM

DATE: April 19, 2012
TO: South Broward Drainage District Commissioners
FROM: Kevin M. Hart, P.E.
District Director
Subject: Broward County Water Preserve Areas Project

Comments:

In February 2012, the US Army Corps of Engineers (COE) issued revisions to the Final Integrated Broward County Water Preserve Areas Project Implementation Report (PIR) and Environmental Impact Statement (EIS). This project meets the planning goals set forth in the Comprehensive Everglades Restoration Plan (CERP) and includes the construction of the C-11 and C-9 above-ground impoundments areas.

The revised report includes updates to the April 2007 Final Integrated PIR/EIS that was approved by COE Civil Works Review Board and coordinated with the public, but never received a signed Chief of Engineer's Report or a Record of Decision. The public comment period for the revised, final report ends on April 30, 2012.

The Broward County Water Preserve Areas Project includes the following water management and environmental features:

- C-11 Impoundment Area located north of the C-11 Canal, east of US Highway 27. This is an above-ground impoundment area with an effective interior storage area of 1,068 acres.
- C-9 Impoundment Area located north of the C-9 Canal, east of US Highway 27. This is an above ground impoundment area with an effective interior storage area of 1,641 acres and is located within SBDD Basin 5.
- Canal conveyance improvements to connect the impoundments.
- A 4,553-acre Seepage Management Area (SMA) east of Water Conservation Areas 3A and 3B.
- A series of dikes (berms) and seepage canals surrounding the new impoundment areas.
- Miscellaneous culverts, control structures, gates and pump stations.

The project is aimed at addressing the loss of ecosystem function within the Everglades resulting from:

- Damaging discharges of runoff from developed areas in western Broward County into the Everglades
- Excessive nutrient loading to the Everglades
- Excessive seepage of water out of the Everglades to developed areas in western Broward County

The project also addresses insufficient quantities of water available in the regional water management system during dry periods to meet municipal, agricultural and environmental water supply demands.

The goals and objectives of the project include:

- Aid in reducing seepage
- Reduce nutrient loading and improve water quality in the Everglades
- Improve fish and wildlife habitat in the Everglades, including habitat for threatened and endangered species
- Provide groundwater recharge
- Provide water supply to urban areas
- Help prevent saltwater intrusion

Specific benefits of the project components are as follows:

- The SMA will reduce seepage from WCA 3A and WCA 3B by allowing higher water levels in the L-33 and L-37 borrow canals.
- The C-11 Impoundment will direct runoff from the western C-11 drainage basin into an impoundment area in lieu of pumping untreated water into WCA 3A via the S-9 pump station.
- The C-9 Impoundment will allow storage from the western C-9 drainage basin and diverted water from the C-11 drainage basin and assist in reducing seepage.

Due to the specific nature of the proposed improvements and the proximity of the proposed impoundment areas to SBDD facilities and drainage basins, I have generated a list of comments/questions related to the Broward County Water Preserve Areas Project Implementation Report (PIR) and Environmental Impact Statement (EIS) Revised Final – February 2012 as released by the COE. A draft copy of these comment/questions is attached along with some background information on the project. Any feedback from SBDD Board members is welcome.

It is my intention to submit the final comment letter from SBDD to the COE on Friday, April 27, 2012.

KH
Attachments

*Information and language for this memo was taken from the project Documents for Broward County Water Preserve Areas Project Implementation Report (PIR) and Environmental Impact Statement (EIS) Revised Final – February 2012 as found at the following link:
http://www.evergladesplan.org/pm/projects/docs_45_broward_wpa_final_pir.aspx

"DRAFT"

April 19, 2012

Ms. Angela Dunn
Biologist, Planning & Policy Division
Environmental Branch
US Army Corps of Engineers
P.O. Box 4970
Jacksonville, FL 32232-0019

RE: PUBLIC COMMENTS ON THE BROWARD COUNTY WATER PRESERVE AREAS PROJECT IMPLEMENTATION REPORT (PIR) AND ENVIRONMENTAL IMPACT STATEMENT (EIS) REVISED FINAL – FEBRUARY 2012

Dear Ms. Dunn:

The following comments/questions are hereby submitted by the South Broward Drainage District (SBDD) in response to the Broward County Water Preserve Areas Project Implementation Report (PIR) and Environmental Impact Statement (EIS), Revised Final - February 2012.

1. What water quality testing provisions and/or requirements are planned for the project? Please include specific locations and criteria for the water quality testing program (with special emphasis on the western C-9 and western C-11 drainage basins).
2. Summarize the proposed impacts to groundwater elevations in SBDD's Basin S-5 and specifically on the communities adjacent to Seepage Canal C-509.
3. Provide a summary of the head water stages within the C-9 Canal at Structure S-511 for both the 10-year, 3-day storm event and 100-year, 3-day storm event. Provide a summary of these same stages for both the pre-implementation and post-implementation of the C-9 Impoundment improvements.
4. Has any analysis been performed on the design stages for the SBDD's Basin S-5 as a result of the C-9 Impoundment improvements? Specifically, has the hydrologic study evaluated the pre vs. post implementation impacts to this basin?
5. Provide a summary of the post implementation flood stages for the Holly Lakes Community for the 10-year, 3-day storm event and 100-year, 3-day storm event to ensure compliance with SBDD flood stage criteria.
6. Provide a summary of the post implementation flood stages for the property inside the L-502E Exterior Containment Berm for the 10-year, 3-day storm event and 100-year, 3-day storm event to ensure compliance with SBDD flood stage criteria.

7. Provide a proposed time line for the implementation of the C-9 Impoundment improvements.
8. What is the proposed construction methodology for the new seepage canals in the C-9 Impoundment area?
9. Is structure 512A a pump station? How was the location for this structure selected? Was any consideration given to locating this structure further to the south? How is seepage controlled south of this structure; between the structure location and the C-9 Canal?
10. Will the discharge capacity from the SBDD's S-4 and/or S-5 pump station be affected by the proposed C-9 Impoundment improvements?
11. Are any adverse water quality impacts anticipated for the C-9 Canal (east of Structure S-511) and/or the areas surrounding the C-9 Impoundment area as a result of this project? What safeguards are proposed to address any unintended water quality issues?
12. SBDD has a basin-wide permit for the Basin S-5 (SFWMD Permit # 06-01401-S). This permit was modified in 1997 to remove the 2,195 acres of land acquired by SFWMD as part of the East Coast Buffer land acquisitions. How will this project impact this existing permit, if at all?
13. What is the permitting status of the proposed C-9 Impoundment improvements?
14. What are the alternates to the mitigation option for Mitigation Areas "C" and "D"?
15. Will the proposed C-9 and C-11 Impoundment improvements have any impacts on the Flood Insurance Rate Maps (FIRMs) recently updated by FEMA? How are these proposed improvements being addressed in the FIRMs?
16. Summarize the proposed impacts to groundwater elevations in SBDD's Basin S-9 and S-10 and specifically in the areas upstream and downstream of Structure S-381 (C-11 Canal).
17. Provide a summary of the head water stages within the C-11 Canal at Structure S-381 for both the 10-year, 3-day storm event and 100-year, 3-day storm event. Provide a summary of these same stages for both the pre-implementation and post-implementation of the C-11 Impoundment improvements.
18. Has any analysis been performed on the design stages for the SBDD's Basin S-9 and S-10 as a result of the C-11 Impoundment improvements? Specifically, has the hydrologic study evaluated the pre vs. post implementation impacts to these basins?
19. Will the discharge capacity from the SBDD's gate structures at the C-11 Canal (CS 13-A, CS13 and CS12) be affected by the proposed C-11 Impoundment improvements?
20. Are any adverse water quality impacts anticipated for the C-11 Canal (east of Structure S-381) and/or the areas surrounding the C-11 Impoundment area as a result of this project? What safeguards are proposed to address any unintended water quality issues?
21. Will this C-11 Impoundment project have any impacts on SBDD's SFWMD Permit for the S-9 and S-10 Drainage Basins?
22. What impact, if any, will the new numeric nutrient criteria being proposed by EPA and the Florida Department of Environmental Protection (FDEP) have on this project? Who will be responsible for meeting the new water quality standards in a situation where nutrient laden stormwater runoff is being diverted from one regional drainage basin to another?
23. What water quality benefits have been achieved for the Florida Everglades as a result of the C-11 basin improvements that have been implemented over the past 6-8 years (ie: reduction in nutrient loading). Has the implementation of these improvements had any impact on the

environmental conclusions presented in the Broward County Water Preserve Areas Project Implementation Report (PIR) and Environmental Impact Statement (EIS), Revised Final - February 2012?

24. Will the elimination of ocean outfalls for the effluent from sewage treatment plants in Broward County have any impact on this project?
25. The Executive Summary states that "the trend of land conversion from natural habitats to urban and agricultural uses is expected to continue". On what is this conclusion based? It appears that the majority of land surrounding the study area has been developed.
26. The Executive Summary also states that "if the project is not implemented, lands that have been acquired in the study area for south Florida ecosystem restoration purposes may be surplus and subsequently developed for mixed industrial, commercial, and residential uses consistent with surrounding land use patterns in the study area". On what is this conclusion based? Would it not be possible to retain these areas as preserve areas and enhance them in the future to achieve additional ecological and environmental benefits (if the project is not implemented)?

Thank you for the opportunity to submit these questions and comments. If you have any questions or wish to review these questions/comments in more detail, feel free to contact me at 954-680-3337.

I look forward to hearing back from you on this very important project.

Sincerely,
SOUTH BROWARD DRAINAGE DISTRICT

Kevin M. Hart, P.E.
District Director

MEMORANDUM

DATE: April 19, 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 purchased a new grapple truck in the amount of \$193,191.00. This new piece of equipment is a one-of-a-kind grapple truck and will greatly enhance the District's operations, maintenance and post disaster response capabilities. The purchase of the grapple was previously approved by the Board with funding through the Capital Improvement Committed Account.

This is to request approval to transfer \$193,191.00 from the SBDD Capital Improvement Committed Account to the SBDD General Operating Account to fund the purchase of the District's new grapple truck.

KH
Attachments

SBDD_RES-2012-04 Lenis
April 18, 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 rescission 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 26th day of April, 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° 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

SBDD-11-04 LENIS AGR
April __, 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 April, 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 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 as specified in this Agreement 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 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 original approved design condition prior to the Improvements having been constructed. This shall include, but not be limited to, the placement and maintenance 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 prior to construction of the Improvements 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. If the Property Owners do not dispute a claim by the District for restoration of the Easement and Lake Property for damage alleged to have been caused by the Improvements which lie within the Easement and Lake Property, the Property Owners shall reimburse the District for work and expenses incurred by the District to restore the affected area within 60 days of the

District's demand on the Property Owners for such reimbursement.

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 rights pursuant to 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. Should Article X Section 4 of the Constitution of the State of Florida be amended, this Agreement shall also be amended, if necessary, to afford the Property Owners homestead protection rights consistent with what is stated in this Paragraph 12.

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. 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.

18. No waiver of any provision of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted and any such written 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.

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

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

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

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

23. Typewritten or handwritten provisions inserted in this Agreement (and initialed by the parties) shall control all printed provisions in conflict therewith.

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

25. This Agreement 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.

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

27. If there is any conflict between the terms, provisions and covenants of this Agreement and the Permit issued by the District to the Improvements specified in this Agreement, the terms, provisions and covenants of this Agreement shall control.

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

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

THIS AREA LEFT BLANK

SIGNATURES, WITNESSES AND NOTARYS

AS TO THE DISTRICT ON NEXT PAGE

SOUTH BROWARD DRAINAGE DISTRICT:

Witness Signature 1

Witness Printed Name 1

Witness Signature 1

Witness Printed Name 1

By: Scott Hodges, Chairperson

Attest:

Robert E. Goggin, IV, Secretary

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

My commission expires:

THIS AREA LEFT BLANK

SIGNATURES, WITNESSES AND NOTARYS

AS TO THE PROPERTY OWNERS ON NEXT PAGE

PROPERTY OWNERS:

Witness Signature 1

Witness Printed Name 1

WILLIAM LENIS

Witness Signature 1

Witness Printed Name 1

MARIA J. LENIS

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

The foregoing Agreement was acknowledged before me this ____ day of _____, 2012,
WILLIAM H. LENIS and MARIA J. LENIS as Property Owners who: (are personally known to me)
or (have produced _____ as identification).
WITNESS my hand and official seal in the county and state last aforesaid this ____ day
of _____, 2012.

NOTARY PUBLIC: STATE OF FLORIDA AT LARGE

My commission expires: