

**SOUTH BROWARD DRAINAGE DISTRICT
GOVERNING BOARD MEETING MINUTES**

SEPTEMBER 15, 2014

Present:

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

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

Absent:

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

Chair Hodges called the SBDD Board Meeting to order at 8:04 A.M., with Vice Chair Ryan, Commissioner Minnaugh, Commissioner Good, Commissioner Goggin and Commissioner Santana-Woodall present; followed by the Pledge of Allegiance.

02. PUBLIC COMMENT

None.

03. APPROVAL OF MINUTES

Commissioner Minnaugh moved for approval of the minutes of the August 28th, 2014, South Broward Drainage District Board meeting. Motion was seconded by Commissioner Goggin and was carried unanimously.

04. DIRECTOR'S REPORT

A. ESTABLISH MEETING DATES FOR FISCAL YEAR 2014/2015

The following Board Meetings dates were established for the fiscal year 2014/2015:

OCTOBER 30, 2014
NOVEMBER 20, 2014
DECEMBER 18, 2014
JANUARY 29, 2015
FEBRUARY 26, 2015
MARCH 26, 2015
APRIL 30, 2015
MAY 28, 2015
JUNE 25, 2015

JULY 30, 2015
AUGUST 27, 2015
SEPTEMBER 17, 2015

Dates are subject to change.
All meetings will start at 8:00 a.m.

Commissioner Minnaugh moved for approval of the South Broward Drainage District Board meeting dates for fiscal year 2014/2015. Motion was seconded by Commissioner Goggin and was carried unanimously.

B. CONTRACT AWARD:

1. **SBDD CULVERT CLEANING PROJECT** - District Director Hart stated that SBDD advertised for bids for Culvert Cleaning at seven (7) locations in the City of Pembroke Pines and Town of Southwest Ranches. The District received a total of ten (10) bids. The bid amounts ranged in price from \$12,450.00 to \$54,568.00. Each bidder was required to visit each job site location with a SBDD representative as a prerequisite to submitting a bid. The bid documents allow the District the option of awarding the contract on a split basis.

The lowest bid for all 7 sites combined was submitted by B&D Environmental Group, LLC in the amount of \$12,450.00. SBDD has reviewed the bids submitted by B&D Environmental Group, LLC and has determined that the bid is complete and meets all requirements, and that the Contractor is qualified to perform the work. SBDD also checked references for B&D Environmental Group, LLC and received positive responses.

District Director Hart recommended award of the contract for the SBDD Culvert Cleaning project in Pembroke Pines and SW Ranches to B&D Environmental Group, LLC in the amount of \$12,450.00, for all seven (7) sites, as the lowest responsive, responsible bidder.

The work covered under this project is included as part of the District's 2013-2014 budget; and funding for the project will come from the SBDD General Operating account.

Commissioner Minnaugh moved for approval to award the SBDD Culvert Cleaning project in Pembroke Pines and SW Ranches to B&D Environmental Group, LLC in the amount of \$12,450.00 as recommended. Motion was seconded by Commissioner Santana-Woodall and it was carried unanimously.

Commissioner Mersinger joined the meeting at approximately 8:13 a.m.

2. **SBDD CULVERT SLIP-LINING PROJECT** - SBDD advertised for bids for the SBDD Culvert Slip-Lining project at two (2) locations in SW Ranches. SBDD received five (5) bids ranging in price from \$38,250.00 to \$51,275.00. Each bidder was required to visit each site location with a SBDD representative as a prerequisite to submitting a bid.

The bid included a base bid for one location and an alternate bid for a second location; and the bid documents allow the District the option of awarding the contract on a split basis.

The lowest bid for both locations was submitted by Proline Vector Services, Inc. in the total amount of \$38,250.00. SBDD has reviewed the bid submitted by Proline Vector Services, Inc. and has determined that the bid is non-responsive as several required forms were not included in the bid submittal. Therefore, it is recommended that the District reject the bid submitted by Proline Vector Services, Inc. as non-responsive.

The second lowest bid for both locations was submitted by Straight Ahead Construction, Inc. in the total amount of \$41,708.00. SBDD has reviewed the bid submitted by Straight Ahead Construction, Inc. and has determined that the bid is complete and meets all requirements, and that the Contractor is qualified to perform the work. In addition, SBDD has been satisfied with previous work performed by Straight Ahead Construction, Inc.

District Director Hart recommended award of the contract for the base bid and the alternate bid for the SBDD Culvert Slip-Lining project in SW Ranches to Straight Ahead Construction, Inc. in the total amount of \$41,708.00 as the lowest responsive, responsible bidder.

The work covered under this project is included as part of the District's 2013-2014 budget; and funding for the project will come from the SBDD General Operating account.

Commissioner Minnaugh moved to reject the bid submitted by Proline Vector as non-responsive. Motion was seconded by Commissioner Goggin and it was carried unanimously.

Commissioner Minnaugh moved for approval to award the contract for the base bid and the alternate bid for the SBDD Culvert Slip-Lining project in SW Ranches to Straight Ahead Construction, Inc. in the total amount of \$41,708.00 as recommended. Motion was seconded by Commissioner Goggin and it was carried unanimously.

- C. UPDATE TO 5-YEAR CAPITAL IMPROVEMENT PLAN (CIP)** – District Director Hart presented an updated SBDD Capital Improvement Plan (CIP) to the Board of Commissioners that includes priorities for capital expenditures for fiscal year 2014/2015 and each subsequent year through 2018/2019.

District Director Hart reviewed the District's CIP projects for the past year. He said that SBDD completed five CIP projects in 2013/2014, and has three CIP projects currently in progress. The total cost to date for the District's 2013/2014 CIP projects is \$169,830, with \$81,427 in future expenses (Total Costs = \$251,257). District Director Hart recommended three other projects from 2013/2014 to be carried forward to 2014/2015.

The total budget for the proposed 5-year CIP is \$2,735,000 and includes a variety of important and necessary capital improvements, including continued upgrades to the District's pump stations, culvert repairs/replacements, telemetry upgrades, canal improvements/dredging, miscellaneous drainage improvements, equipment upgrades, and

building upgrades. The current balance in the CIP reserve account is \$1,661,056, which is sufficient to fund the proposed CIP through fiscal year 2017/2018. Additional funding will be required beyond fiscal year 2017/2018.

The proposed CIP does not account for any outside funding from grants or other revenue sources. The District will continue to pursue available grants and outside funding opportunities for the CIP.

Approval of this agenda item will establish the 5-year budget for capital improvement projects for the District, and will establish priorities for CIP projects for the current fiscal year. Any individual CIP contract will require separate approval by the Board of Commissioners.

Commissioner Minnaugh moved for approval of the update to the 5-year CIP. Motion was seconded by Commissioner Goggin and it was carried unanimously.

D. OTHER

District Director Hart mentioned the following items:

- **Hotwire Agreement** – Last week Attorney Bell received a fedex package from Hotwire. It included the executed Agreement from Hotwire and there were no comments or changes. He said that the next step will be to prepare the Exhibits for the Agreement and receive the fees that are associated with the Agreement. Once the District receives the rest of the documents, they will withdraw the Notice of Violation issued to both Hotwire and Pembroke Falls.
- **Town of SWR Committee Meeting** – District Director Hart attended the most recent SWR Drainage Committee Meeting to coordinate with the Town on a drainage project for Dykes Road. He said that the District will work in collaboration with the Town of SWR on that project.
- **SBDD Criteria Manual** – District Director Hart commented that he is working on a rewrite of the Criteria Manual and hopes to have the update completed by January of next year. He hopes to present the Board with a draft copy either at the November or December Board meeting.

Commissioner Mersinger noted one change to the meeting minutes regarding her reference to the current mayor of Miramar. Chair Hodges then recessed the regular meeting.

05. CONVENED PUBLIC HEARING AT 8:30 A.M. REGARDING THE FINAL BUDGET AND ASSESSMENTS OF SOUTH BROWARD DRAINAGE DISTRICT FOR FISCAL YEAR 2014/2015

Chair Hodges presented the following:

The name of the taxing District is South Broward Drainage District.

The Proposed Taxes and Assessment Rates for fiscal year 2014-2015 are attached as Exhibit "A" to District Resolution No. 2014-08.

The Proposed Budget for fiscal year 2014/2015 is attached as Exhibit "A" to the District Resolution No. 2014-09.

Commissioner Mersinger asked District Director Hart if the exemption for totally disabled veterans is accounted for in tax assessment rates? District Director Hart answered yes.

Vice Chair Ryan had concerns regarding the use of taxpayer's monies for paying dues and membership to the Chamber of Commerce. He opined that the District should not be using taxpayer's monies to fund a for-profit organization. He asked Attorney Bell to research this further. Commissioner Minnaugh and Commissioner Mersinger clarified that the Chamber is not a profit-making organization; and that there are other non-profit organizations involved with the Chamber of Commerce. They explained that this is an opportunity to deal with local business entities and educate the public that SBDD does exist and has an important function in the community.

After further discussion, Chair Hodges asked Attorney Bell to research and determine if there are any issues with SBDD being a member of the Chamber. Chair Hodges then asked District Director Hart to present the 2014-2015 Budget.

District Director Hart stated that the total proposed budget for fiscal year 2014-2015 is \$3,502,073.00 with a recommendation to maintain the current assessment rates with no increases. He stated that the final draft budget is consistent with the budget discussed at the Board's first Budget Hearing on July 31, 2014, with the following minor adjustments:

- Tax Revenues increased slightly to \$3,088,178.50 based on the latest update from the Broward County Property Appraiser's Office (BCPA).
- BCPA Collection Fees and Discount Rates were adjusted accordingly.
- Projected expenses for Water Testing were increased by \$2,000.

Chair Hodges asked if there were any questions or comments from the Board members.

Commissioner Good had a question regarding the Appropriation of Fund Balance. District Director Hart explained that the majority of the revenues for that line item are related to the Basin 3 Drainage Improvements; and that there is a balance in the current budget of \$240,000 that is rolling forward under that same line item of "Appropriation of Fund Balance". He said that those funds are committed to the Basin 3 Improvements, and he does expect the majority of those funds to be expended next year.

Commissioner Good was more interested in the current balance of the District's unassigned funds since those are the funds that are allocated to the Appropriation of Fund Balance. District Director Hart stated that the current balance in the General Operating Account is \$1,149,457 and there is one month of expenses remaining in the current fiscal year; and that will result in a balance of a little under \$1 million (approximate) in unassigned funds. Commissioner Good clarified that the \$1,149,457 balance is cash on hand and that the total balance in the General Operating Account is \$1,263,628 (including investments). Commissioner Good was satisfied with the fund balances as discussed.

Chair Hodges then opened the public hearing. There were no comments from the public.

Chair Hodges closed public discussion.

Commissioner Minnaugh moved for approval of Resolution 2014-08 as presented; which approves and adopts the proposed assessment rates for fiscal year 2014/15. Motion was seconded by Commissioner Mersinger and was carried unanimously.

Commissioner Minnaugh moved for approval of Resolution 2014-09, which approves and adopts the proposed final budget for fiscal year 2014/15. Motion was seconded by Commissioner Goggin and was carried unanimously.

The Public Hearing was adjourned at 8:50 a.m. and the Regular SBDD Board Meeting was reconvened.

06. ATTORNEY'S REPORT:

None.

07. APPROVAL OF LEGAL FEES

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

08. BOARD MEMBER'S QUESTIONS/COMMENTS

Commissioner Minnaugh thanked District Director Hart and the staff for a job well done on the budget.

Chair Hodges commended District Director Hart on the Hotwire Agreement and recognized the efforts of everyone involved, including the Commissioners.

09. MEETING DATE(S)

A. The Next **Regular Board Meeting** will be held on **Thursday, October 30th at 8:00 a.m.**

Adjournment at 8:55 A.M.

Respectfully submitted,

Robert E. Goggin IV, Secretary
South Broward Drainage District

/rim

MEMORANDUM

DATE: October 23, 2014

TO: South Broward Drainage District Commissioners

FROM: Kevin M. Hart, P.E.
District Director

Subject: Request to Transfer Funds from SBDD Capital Improvements Committed Account to the SBDD General Operating Account

Comments:

SBDD recently completed the following CIP projects:

- Rebuild 1 Motor at the S-1 Pump Station
- Install Pipe Liner at Johnson Street and Palm Avenue Culvert
- Upgrade Telemetry and Install Cameras at Pump Stations
- Excavate Primary/Secondary Canals in Basin 1

These projects were previously approved by the Board with funding through the Capital Improvement Committed Account. A final accounting of each project is shown below.

Rebuild 1 Motor at the S-1 Pump Station

Approved Contract/Purchase Order Amount =	\$22,288.62
Additional Work Items by Ring Power =	\$ 2,317.16
SBDD Costs =	<u>\$ 1,321.73</u>
Final Project Cost =	\$25,927.51

Install Pipe Liner at Johnson Street and Palm Avenue Culvert

Approved Contract Amount =	\$88,158.00
Change Order Amount =	\$ 3,450.00
Credit Amount on Allowance Item =	(\$ 9,786.92)
City of Pembroke Pines Cost Share =	<u>(\$24,000.00)</u>
Final SBDD Payment Amount =	\$57,821.08

Upgrade Telemetry and Install Cameras at Pump Stations*

Approved Contract/PO Amount for Cameras =	\$18,500.00
Installation Budget Amount =	<u>\$11,500.00</u>
Sub-Total Budget =	\$30,000.00
Actual Cost for Cameras =	\$14,435.60
Actual Cost for Installation =	<u>\$ 8,184.92</u>
Sub-Total Project Costs to Date =	\$22,620.52

*Project costs do not include camera installations at the S-4/S-5 pump station.

Excavate Primary Secondary Canals in Basin 1

CIP Budget Amount* =	\$17,000.00
Final Project Cost =	\$13,401.00

*Work was performed through several different contracts administered by SBDD.

Total Amount to be Transferred = \$119,770.11

Financial impacts to this Agenda Item: None; the costs for these projects were previously approved by the SBDD Board of Commissioners and have been paid through the General Operating Account.

This is to request approval to transfer \$119,770.11 from the SBDD Capital Improvement Committed Account to the SBDD General Operating Account as reimbursement for four recently completed CIP projects.

KH
Attachments

2:25 PM

10/21/14

Accrual Basis

South Broward Drainage District
Account QuickReport
October 2013 through September 2014

Type	Date	Num	Name	Memo	Split	Amount
1795.18 · CIP-S-1PS Motor Rebuild						
Bill	5/29/2014	Sunb...	Visa - Bank of Amer...		1200 · Accoun...	331.54
Bill	6/26/2014	Bigha...	Visa - Bank of Amer...		1200 · Accoun...	14.39
Bill	6/26/2014	Aero...	Visa - Bank of Amer...		1200 · Accoun...	30.60
Bill	6/26/2014	Invoic...	Fastenal Company		1200 · Accoun...	73.68
Bill	6/27/2014	Invoic...	NAPA		1200 · Accoun...	37.96
Credit	7/2/2014	Sunb...	Visa - Bank of Amer...	reimbursmen...	1200 · Accoun...	-16.44
Bill	7/3/2014	DEAn...	Visa - Bank of Amer...	PO # 062014...	1200 · Accoun...	850.00
Bill	7/16/2014	Invoic...	Ring Power Corpor...	S1PS engine...	1200 · Accoun...	24,605.78
Total 1795.18 · CIP-S-1PS Motor Rebuild						<u>25,927.51</u>
TOTAL						<u>25,927.51</u>

Ring Power

Ring Power Corporation
 415 Community College Pkwy S E
 Palm Bay, FL 32909
 (321) 952-3001
MV#-07869

Cat Rental Store
 Heavy Equipment
 Power Systems
 Lift Trucks
 Ring Used Parts
 Ring Power Crane

Ring Power Corporation, 500 World Commerce Pkwy, St Augustine, FL 32092, (904) 737-7730

INVOICE

17WX8684894

Please refer to this
 number on remittance

SOLD TO

SOUTH BROWARD DRAINAGE
 DISTRICT
 6591 SW 160 AVE
 SOUTHWEST RANCHES FL

33331

SHIP TO

INVOICE NUMBER	INVOICE DATE	CUSTOMER NO.	CUSTOMER PURCHASE ORDER NUMBER	STORE	DIV	SALESMAN	TERMS	PAGE
17WX8684894	07-16-14	751101	052014-8	17	E		2	1
PSO/WO.NO.	DOC. DATE	PC	LC	MC	SHIP VIA		DATE SHIPPED	INVOICE SEQ. NO.
1759297	06-02-14	1A	10	10			07-16-14	7664166
MAKE	MODEL	SERIAL/P.I.N. NUMBER			EQUIPMENT NUMBER	METER READING	MACH. ID NO.	
AA	3306B	064Z07259						
QUANTITY	ITEM	*N/R	DESCRIPTION			UNIT PRICE	EXTENSION	

OVERHAUL ENGINE

F/R ALL

22288.62 *

SEGMENT 01 TOTAL

22288.62 T

ADDITIONAL PARTS ENGINE

MISC CHARGE IS FOR FREIGHT
 PLEASE REFERENCE PO # 062014-6 FOR THE MISC
 PARTS.

AFTER DISASSEMBLY FOUND OIL DRAIN TUBE, EXHAUST
 COUPLING, EXHAUST SUPPORT AND HOUR METER DAMAGED.
 THREE GAUGES FOR PANEL ARE DAMAGED. IDLER GEAR AND
 SHAFT NEED TO BE UPDATED PER CAT.

1	2P-2697	TUBE A	N	32.40	32.40
		00000			
1	2W-3681	INDICATOR	S	42.96	42.96
		00000			
1	3N-4245	GAGE A	N	26.79	26.79
		00000			
2	4B-2041	NUT	S	.07	.14
		00000			
1	4P-9832	LIFTER AS	N	165.19	165.19
		00000			

Now offering Parts and Service for all makes and models of heavy duty trucks. ringpower.com/TPS

(See Reverse) MISC SUBJECT TO RETURN ONLY AFTER PERMISSION HAS BEEN
 REQUESTED AND APPROVED. RETURNED MATERIAL IS SUBJECT TO A
 HANDLING CHARGE AND MUST BE SENT IN PREPAID EXCEPT IN THOSE CASES
 WHERE PARTS ARE SHIPPED IN ERROR. IN SUCH CASES HANDLING CHARGE IS
 WAIVED AND RETURN MAY BE EFFECTED ON A FREIGHT COLLECT BASIS.

A SERVICE CHARGE OF 1-1/2% PER MONTH WILL BE CHARGED ON ALL PAST
 DUE ACCOUNTS.

PAY THIS AMOUNT	CONT'D
AMOUNT CREDITED	

Remit to: **Ring Power Corporation**
PO Box 935004
Atlanta, GA
31193-5004

Ring Power

Ring Power Corporation
 415 Community College Pkwy S E
 Palm Bay, FL 32909
 (321) 952-3001
 MV#-07869

Cat Rental Store
 Heavy Equipment
 Power Systems
 Lift Trucks
 Ring Used Parts
 Ring Power Crane

Ring Power Corporation, 500 World Commerce Pkwy, St Augustine, FL 32092, (904) 737-7730

INVOICE

17WX8684894

← Please refer to this
 number on remittance

SOLD TO

SOUTH BROWARD DRAINAGE
 DISTRICT
 6591 SW 160 AVE
 SOUTHWEST RANCHES FL

33331

SHIP TO

INVOICE NUMBER	INVOICE DATE	CUSTOMER NO.	CUSTOMER PURCHASE ORDER NUMBER	STORE	DIV	SALESMAN	TERMS	PAGE
17WX8684894	07-16-14	751101	052014-8	17	E		2	2
PSO/WO NO.	DOC. DATE	PC	LC	MC	SHIP VIA	DATE SHIPPED	INVOICE SEQ. NO.	
1759297	06-02-14	1A	10	10		07-16-14	7664166	
MAKE	MODEL	SERIAL/P.I.N. NUMBER			EQUIPMENT NUMBER	METER READING	MACH. ID NO.	
AA	3306B	064Z07259						
QUANTITY	ITEM	*N/R	DESCRIPTION			UNIT PRICE	EXTENSION	

2	5S-7348		SCREW	S	.50	1.00
1	6K-8179		00000 CLIP	N	2.68	2.68
1	7N-9146		00000 GEAR	N	352.04	352.04
1	8M-7892		00000 AMMETER	S	22.40	22.40
1	8N-5740		00000 SUPPORT	N	404.39	404.39
1	131-2996		00000 COUPLING	N	328.97	328.97
1	170-7502		00000 SHAFT-DR IDL	N	268.65	268.65
1	196-0029		00000 GEAR AS	N	379.79	379.79
1	200-5222		00000 INDICATOR	S	69.14	69.14
			TOTAL PARTS	SEG. 02		2096.54 *
2.00	1Z6218080157		249767	11111		220.62
			TOTAL MISC CHGS	SEG. 02		220.62 *
			SEGMENT 02 TOTAL			2317.16 T

Now offering Parts and Service for all makes and models of heavy duty trucks. ringpower.com/TPS

(See Reverse) DISPOSE SUBJECT TO RETURN ONLY AFTER PERMISSION HAS BEEN REQUESTED AND APPROVED. RETURNED MATERIAL IS SUBJECT TO A HANDLING CHARGE AND MUST BE SENT IN PREPAID EXCEPT IN THOSE CASES WHERE PARTS ARE SHIPPED IN ERROR. IN SUCH CASES HANDLING CHARGE IS WAIVED AND RETURN MAY BE EFFECTED ON A FREIGHT COLLECT BASIS.

A SERVICE CHARGE OF 1-1/2% PER MONTH WILL BE CHARGED ON ALL PAST DUE ACCOUNTS.

PAY THIS AMOUNT	CONT'D
AMOUNT CREDITED	

Remit to: Ring Power Corporation
 PO Box 935004
 Atlanta, GA
 31193-5004

Ring Power

Ring Power Corporation
 415 Community College Pkwy S E
 Palm Bay, FL 32909
 (321) 952-3001
 MV#-07869

Cat Rental Store
 Heavy Equipment
 Power Systems
 Lift Trucks
 Ring Used Parts
 Ring Power Crane

Ring Power Corporation, 600 World Commerce Pkwy, St Augustine, FL 32092, (904) 737-7730

INVOICE

17WX8684894

← Please refer to this number on remittance

SOLD TO

SOUTH BROWARD DRAINAGE
 DISTRICT
 6591 SW 160 AVE
 SOUTHWEST RANCHES FL

33331

SHIP TO

INVOICE NUMBER	INVOICE DATE	CUSTOMER NO.	CUSTOMER PURCHASE ORDER NUMBER	STORE	DIV	SALESMAN	TERMS	PAGE
17WX8684894	07-16-14	751101	052014-8	17	E		2	3
PSO/WO NO.	DOC. DATE	PC	LC	MC	SHIP VIA	DATE SHIPPED	INVOICE SEQ. NO.	
1759297	06-02-14	1A	10	10		07-16-14	7664166	
MAKE	MODEL	SERIAL/P.I.N. NUMBER			EQUIPMENT NUMBER	METER READING	MACH. ID NO.	
AA	3306B	064Z07259						
QUANTITY	ITEM	*N/R	DESCRIPTION			UNIT PRICE	EXTENSION	

AMOUNT
 TAX EXEMPTION LICENSE 858012529912C4

24605.78

Total

"TERMS NET 30 DAYS FROM DATE OF INVOICE"

INVOICE COPY

(SI #3 Engine
 Overhaul Work
 Completed)

(Engine has been
 returned and is back
 in service)

Fund General
 OK By RF
 Date 7/18/14
 Acct. # 1795.18
 Posted ET

Now offering Parts and Service for all makes and models of heavy duty trucks. ringpower.com/TPS

(See Reverse) DISPOSE SUBJECT TO RETURN ONLY AFTER PERMISSION HAS BEEN REQUESTED AND APPROVED. RETURNED MATERIAL IS SUBJECT TO A HANDLING CHARGE AND MUST BE SENT IN PREPAID EXCEPT IN THOSE CASES WHERE PARTS ARE SHIPPED IN ERROR. IN SUCH CASES HANDLING CHARGE IS WAIVED AND RETURN MAY BE EFFECTED ON A FREIGHT COLLECT BASIS.

A SERVICE CHARGE OF 1-1/2% PER MONTH WILL BE CHARGED ON ALL PAST DUE ACCOUNTS.

(SI # ENGINE RE-BUILD)
 CIP PROJECT

PAY THIS AMOUNT	24605.78
AMOUNT CREDITED	

Remit to: Ring Power Corporation
 PO Box 935004
 Atlanta, GA
 31193-5004

Straight Ahead Construction Inc
 SAC Project No. 418
 Culvert Slip-Lining Project in Pembroke Pines

Estimate # 1
 For the period ending: 21-Oct-2014

INVOICE

Cat #	Item No.	Description	QTY	UNIT	Unit Prices	Contract Cost	Prev. Qty	This Est Quantity	To Date Quantity	SAC Prev. Amount	% Complete	SAC Amnt To Date
	1	Mobilization	1,000	LS	\$1,833.00	1,833.00			1,000	-	100.000	1,833,000
	2	Culvert Dive Inspection & Report	1,000	LS	\$6,110.00	6,110.00			1,000	-	100.000	6,110,000
	3	Provide & Install 63" OD HDPE Liner	132,000	LF	\$509.55	67,260.60			132,000	-	100.000	67,260,600
	4	Maintenance of Traffic	1,000	LS	\$1,222.00	1,222.00			1,000	-	100.000	1,222,000
	5	Erosion/Pollution Control	1,000	LS	\$1,466.40	1,466.40			1,000	-	100.000	1,466,400
	6	Excavate Existing Canal	14,000	CY	\$34.22	479.08			14,000	-	100.000	479,080

7		Install Sheet Piling and Provide Grout Repairs to Existing Rip-Rap Wall	1,000	LS	\$3,450.00	3,450.00			1,000	-	100.000	3,450,000
TOTAL SAC AMOUNT						81,821.08						81,821.08

1795.13 Cameras

2:29 PM
10/21/14
Accrual Basis

South Broward Drainage District
Account QuickReport
October 2013 through September 2014

Type	Date	Num	Name	Memo	Split	Amount
1795.13 - CIP-PS Telemetry & Cameras						
Bill	7/9/2014	Invoic...	M2M Advisors	PO# 062014-...	1200 · Accoun...	14,435.60
Bill	7/16/2014	Acco...	Quill Corporation	CIP Project- ...	1200 · Accoun...	284.94
Bill	7/22/2014	Invoic...	Fastenal Company	CIP Project-...	1200 · Accoun...	91.70
Bill	7/28/2014	Invoic...	Access Masters	CIP Project- ...	1200 · Accoun...	1,475.00
Bill	7/28/2014	Tiger...	Visa - Bank of Amer...	Cameras @ ...	1200 · Accoun...	59.99
Bill	8/7/2014	Amaz...	Visa - Bank of Amer...		1200 · Accoun...	266.54
Bill	8/12/2014	Invoic...	A & W Electric of H...	remote came...	1200 · Accoun...	5,958.77
Credit	8/14/2014	Amaz...	Visa - Bank of Amer...	credit for tax ...	1200 · Accoun...	-13.88
Bill	8/14/2014	Tiger...	Visa - Bank of Amer...		1200 · Accoun...	49.90
Bill	9/24/2014	Googl...	Visa - Bank of Amer...	camera view...	1200 · Accoun...	2.99
Bill	9/24/2014	Googl...	Visa - Bank of Amer...	camera view...	1200 · Accoun...	2.99
Bill	9/24/2014	Googl...	Visa - Bank of Amer...	camera view...	1200 · Accoun...	2.99
Bill	9/24/2014	Googl...	Visa - Bank of Amer...	camera view...	1200 · Accoun...	2.99
Bill	9/24/2014	Googl...	Visa - Bank of Amer...		1200 · Accoun...	0.00
Total 1795.13 - CIP-PS Telemetry & Cameras						<u>22,620.52</u>
TOTAL						<u>22,620.52</u>

#1795.20 Canal Excavation - Basin 1

2:24 PM
10/21/14
Accrual Basis

South Broward Drainage District
Account QuickReport
October 2013 through September 2014

Type	Date	Num	Name	Memo	Split	Amount
1795.20 · CIP-Canal Excavations in Bsn 1						
Bill	12/7/2013	Invoic...	Austin Tupler Trucki...	CIP- Taft St ...	1200 · Accoun...	2,227.50
Bill	12/14/2013	Invoic...	Austin Tupler Trucki...	CIP project- ...	1200 · Accoun...	4,455.00
Bill	12/21/2013	Invoic...	Austin Tupler Trucki...		1200 · Accoun...	440.00
Bill	9/13/2014	Invoic...	Austin Tupler Trucki...	basin 1 canal...	1200 · Accoun...	1,842.50
Bill	9/15/2014	Invoic...	P.J.'s Land Clearing...	CIP Project-c...	1200 · Accoun...	4,300.00
Bill	9/15/2014	Land...	Visa - Bank of Amer...	pallet of sod f...	1200 · Accoun...	136.00
Total 1795.20 · CIP-Canal Excavations in Bsn 1						13,401.00
TOTAL						13,401.00

MEMORANDUM

DATE: October 23, 2014
TO: South Broward Drainage District Commissioners
FROM: Kevin M. Hart, P.E.
District Director
Subject: SBDD Resolution No. 2014-10 – Amendment to Agreement for Lenis Property in Pembroke Pines, FL

Comments:

Attached for the Board's review and approval is SBDD Resolution No. 2014-10 which approves an Amendment to a previously approved Agreement for the Lenis property in Pembroke Pines, Florida. The proposed Amendment will allow the property owner to remove an existing wood deck and construct a new wood deck of the same size, dimension, location, and materials as the existing deck.

The property in question is located at 17845 NW 15 Street, Pembroke Pines, Florida 33029, in the Silver Lakes community, and is owned by William and Maria Lenis.

In March, 2012 SBDD approved a variance on the Lenis property under SBDD Resolution No. 2012-04 which allowed a previously constructed wood deck to be modified and to remain in place. The proposed amendment will allow the property owner to remove the existing wood deck and construct a new wood deck of the same size, dimension, location, and materials as the existing deck. All other provisions of the 2012 Agreement and variance will remain in place.

Financial impacts to this Agenda Item: None; the property owner will be responsible to reimburse the District for all attorney and recording costs.

This is to request approval of SBDD Resolution No. 2014-10, which approves an Amendment to a previously approved Agreement for the Lenis property in Pembroke Pines, Florida and will allow the property owner to remove an existing wood deck and construct a new wood deck of the same size, dimension, location, and materials as the existing deck.

KH
Attachments

SOUTH BROWARD DRAINAGE DISTRICT
RESOLUTION N° 2014-10

RESOLUTION OF THE SOUTH BROWARD DRAINAGE DISTRICT AUTHORIZING THE SOUTH BROWARD DRAINAGE DISTRICT TO ENTER INTO AN AMENDMENT TO AGREEMENT TO AUTHORIZE/PERMIT A NEW WOOD DECK TO BE LOCATED WITHIN A LAKE MAINTENANCE EASEMENT LOCATED ON PROPERTY OWNED BY WILLIAM LENIS AND MARIA J. LENIS AND WITHIN ADJACENT LAKE PROPERTY OWNED BY THE DISTRICT TO BE CONSTRUCTED WITHIN SAID EASEMENT AND LAKE PROPERTY; PROVIDING THAT ALL PROVISIONS OF THE ORIGINAL AGREEMENT NOT IN CONFLICT WITH THIS AMENDMENT TO AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT; 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, on the 1st day of May, 2012, the District and Property Owners entered into an agreement (hereinafter referred to as "Agreement") to issue a permit and variance to Property Owners from District permitting improvements described therein to remain within a lake maintenance easement (therein and hereinafter referred to as "Easement") and an adjacent lake/water body (therein and hereinafter referred to as "Lake Property"); and

WHEREAS, said Agreement has been recorded in the Broward County Public Records at Official Records Book 48915, Page 1217; and

WHEREAS, the Property Owners have requested the District to approve removal of the existing wood deck of approximately 518+/- square feet (hereinafter referred to as "existing wood deck") and replace same with a new wood deck with the same area, dimensions, location and materials as the existing wood deck (hereinafter referred to as "new wood deck"); and

WHEREAS, it is the intention of the amendment attached hereto as Exhibit "1" (hereinafter referred to as "Amendment") that the original Agreement will remain in full force and effect and that except as stated herein all provisions and statements that refer to or describe the "Improvements" in the Agreement shall delete the existing wood deck and replace same with the new wood deck throughout; and

WHEREAS, District and Property Owners are desirous of entering into an Amendment to the Agreement to provide for a variance from District to permit the new wood deck as described by this Amendment to remain within the Easement and Lake Property and to maintain the rescission of the District's right to require removal of the new wood deck as specified herein in accordance with this Amendment and the Agreement; and

WHEREAS, a public hearing was held on the 30th day of October, 2014 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

Amendment to the Agreement and authorizing the District to enter into the proposed Amendment;

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 Amendment between the District and Property Owners is approved.
3. All provisions of the Agreement not in conflict with the Amendment shall remain in full force and effect. Any conflict between the Agreement and the Amendment shall be controlled by the Amendment.
4. The District's attorney and District Director are authorized and directed to submit the Amendment to Property Owners for approval and execution.
5. The Amendment 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.
6. Upon execution of the Amendment, the District's attorney and District Director are authorized and directed to record the Amendment in the Broward County Public Records.
7. If any one or more of the covenants, agreements or provisions of this Resolution or the Amendment 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 Amendment.
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 _____, 2014.
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° 2014-10 was acknowledged before me this ____ day of _____, 2014 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 _____, 2014.

(NOTARY SEAL OR STAMP)

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Notary Public - State of Florida at Large

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

AMENDMENT TO AGREEMENT

THIS AMENDMENT TO AGREEMENT ("AMENDMENT"), made and entered into this ____ day of October, 2014 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, on the 1st day of May, 2012, the District and Property Owners entered into an agreement (hereinafter referred to as "Agreement") to issue a permit and variance to Property Owners from District permitting improvements described therein to remain within a lake maintenance easement (therein and hereinafter referred to as "Easement") and an adjacent lake/water body (therein and hereinafter referred to as "Lake Property"); and

WHEREAS, said Agreement has been recorded in the Broward County Public Records at Official Records Book 48915, Page 1217; and

WHEREAS, the Property Owners have requested the District to approve removal of the existing wood deck of approximately 518+/- square feet (hereinafter referred to as "existing wood deck") and replace same with a new wood deck with the same area, dimensions, location and materials as the existing wood deck (hereinafter referred to as "new wood deck"); and

WHEREAS, it is the intention of this Amendment that the Agreement will remain in full force and effect and that except as stated herein and that all provisions and statements that refer to or describe the "Improvements" in the Agreement shall delete/remove the existing wood deck and replace same with the new wood deck throughout; and

WHEREAS, District and Property Owners are desirous of entering into an Amendment to the Agreement to provide for a variance from District to permit the new wood deck as described by this Amendment to remain within the Easement and Lake Property and to maintain the rescission of the District's right to require removal of the new wood deck as specified herein in accordance with this Amendment and the 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 and in the Agreement, District agrees to issue a permit and variance to Property Owners permitting the new wood deck as specified by this Amendment to be constructed 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 herein and in the Agreement.

3. Paragraph 4. of the Agreement shall be deleted and replaced with the following Paragraph 4.:

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

4. Property Owners acknowledge and agree that the new wood deck will be constructed and located on the Subject Property in substantial conformance with the sketch and survey attached to the Agreement as Exhibit "A" and the sketch or survey which is provided to the District for the new wood deck.

5. The Property Owners and District acknowledge and agree that all provisions of the Agreement approved by District Resolution 2012-04 and recorded as stated above shall remain in full force and effect as to the original Improvements which are not being removed and to the new wood deck which is now to be considered as part of the Improvements as described in the Agreement.

6. That the Property Owners agree that the new wood deck shall be constructed in accordance with the City of Pembroke Pines Building Code and the Florida Building Code and that the Property Owners will obtain all necessary permits from the District, the City and any other governmental entities that are required to approve the new wood deck.

7. The Property Owners agree that if the new wood deck is not constructed in substantial conformance with the existing sketch and survey attached as Exhibit "A" to the Agreement that said new wood deck will be removed and replaced with one which conforms with the requirements of the District. In the alternative, the new wood deck shall be removed as provided by the above amended Paragraph 4. as stated in the foregoing Paragraph 3.

8. The Property Owners shall also obtain approval of the Silver Lakes Homeowners Association and conform with all District criteria as when the existing wood deck was originally constructed.

9. All provisions of the Agreement not in conflict with this Amendment shall remain in full force and effect. Any conflict between the Agreement and this Amendment shall be controlled by this Amendment.

10. This Amendment shall be recorded in the public records of Broward County, Florida with Property Owners to pay the full cost thereof, including legal fees and costs associated with preparation and approval of this Amendment.

THIS AREA LEFT INTENTIONALLY BLANK

SIGNATURES, WITNESSES AND NOTARYS

AS TO THE DISTRICT ON NEXT PAGE

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

Signed, sealed and delivered
in the presence of:

"District" (SOUTH BROWARD DRAINAGE DISTRICT)

Witness Signature †

Witness Printed Name †

Witness Signature †

Witness Printed Name †

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 _____, 2014 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 _____, 2014.
NOTARY SEAL OR STAMP

NOTARY PUBLIC: STATE OF FLORIDA AT LARGE

THIS AREA LEFT INTENTIONALLY BLANK
SIGNATURES, WITNESSES AND NOTARYS
AS TO THE PROPERTY OWNERS ON NEXT PAGE

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

.....
"Property Owners"

Witness Signature †

Witness Printed Name †

WILLIAM LENIS

Witness Signature †

Witness Printed Name †

STATE OF FLORIDA)
) §
COUNTY OF BROWARD)

The foregoing Agreement was acknowledged before me this ____ day of _____, 2014, WILLIAM LENIS, as Property Owner who: (is personally known to me) (has produced _____ as identification).

WITNESS my hand and official seal in the county and state last aforesaid this ____ day of _____, 2014.

NOTARY SEAL OR STAMP
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NOTARY PUBLIC: STATE OF FLORIDA AT LARGE

.....

Witness Signature †

Witness Printed Name †

MARIA J. LENIS

Witness Signature †

Witness Printed Name †

STATE OF FLORIDA)
) §
COUNTY OF BROWARD)

The foregoing Agreement was acknowledged before me this ____ day of _____, 2014, MARIA J. LENIS, as Property Owner who: (is personally known to me) (has produced _____ as identification).

WITNESS my hand and official seal in the county and state last aforesaid this ____ day of _____, 2014.

NOTARY SEAL OR STAMP
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NOTARY PUBLIC: STATE OF FLORIDA AT LARGE

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

(2012 Agreement)

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 ^{1st} day of ^{May} 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 0218; 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

(Handwritten initials)

(Handwritten initials and circled number 9)

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

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Handwritten initials/signatures.

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

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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.

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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.

THIS IS NOT AN OFFICIAL COPY

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

MJ

SA

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.

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SIGNATURES, WITNESSES AND NOTARYS

AS TO THE DISTRICT ON NEXT PAGE

(ML)

AS SA

SOUTH BROWARD DRAINAGE DISTRICT:

[Signature]
Witness Signature 1

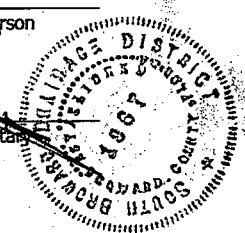
ROBERT P. BELL
Witness Printed Name 1

[Signature]
Witness Signature 1

PAMELA WALSH
Witness Printed Name 1

[Signature]
By: Scott Hodges, Chairperson

Attest:
[Signature]
Robert E. Goggin, IV, Secretary



STATE OF FLORIDA)

COUNTY OF BROWARD) The foregoing Agreement was acknowledged before me this 26 day of April, 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 26 day of April, 2012.

THIS IS NOT AN OFFICIAL COPY

NOTARY SEAL OR STAMP

[Signature]
NOTARY PUBLIC: STATE OF FLORIDA AT LARGE

My commission expires:
PAMELA WALSH
MY COMMISSION # EE 160666
EXPIRES: March 17, 2016
Bonded Thru Budget Notary Services



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SIGNATURES, WITNESSES AND NOTARYS

AS TO THE PROPERTY OWNERS ON NEXT PAGE

(M)

17 5

PROPERTY OWNERS:

Jonathan Solito
Witness Signature |
Jonathan Solito
Witness Printed Name |
Rosa M. Blanco
Witness Signature |
Rosa M. Blanco
Witness Printed Name |

William Lenis
WILLIAM LENIS
Maria J. Lenis
MARIA J. LENIS

STATE OF FLORIDA)
COUNTY OF BROWARD)
THIS IS NOT AN OFFICIAL COPY

The foregoing Agreement was acknowledged before me this 1st day of May, 2012, WILLIAM H. LENIS and MARIA J. LENIS as Property Owners who; (are personally known to me) or (have produced Driver's License Florida as identification). WITNESS my hand and official seal in the county and state last aforesaid this 1st day of May, 2012.

E. Garcia-Moya
NOTARY PUBLIC: STATE OF FLORIDA AT LARGE

My commission expires:



ml

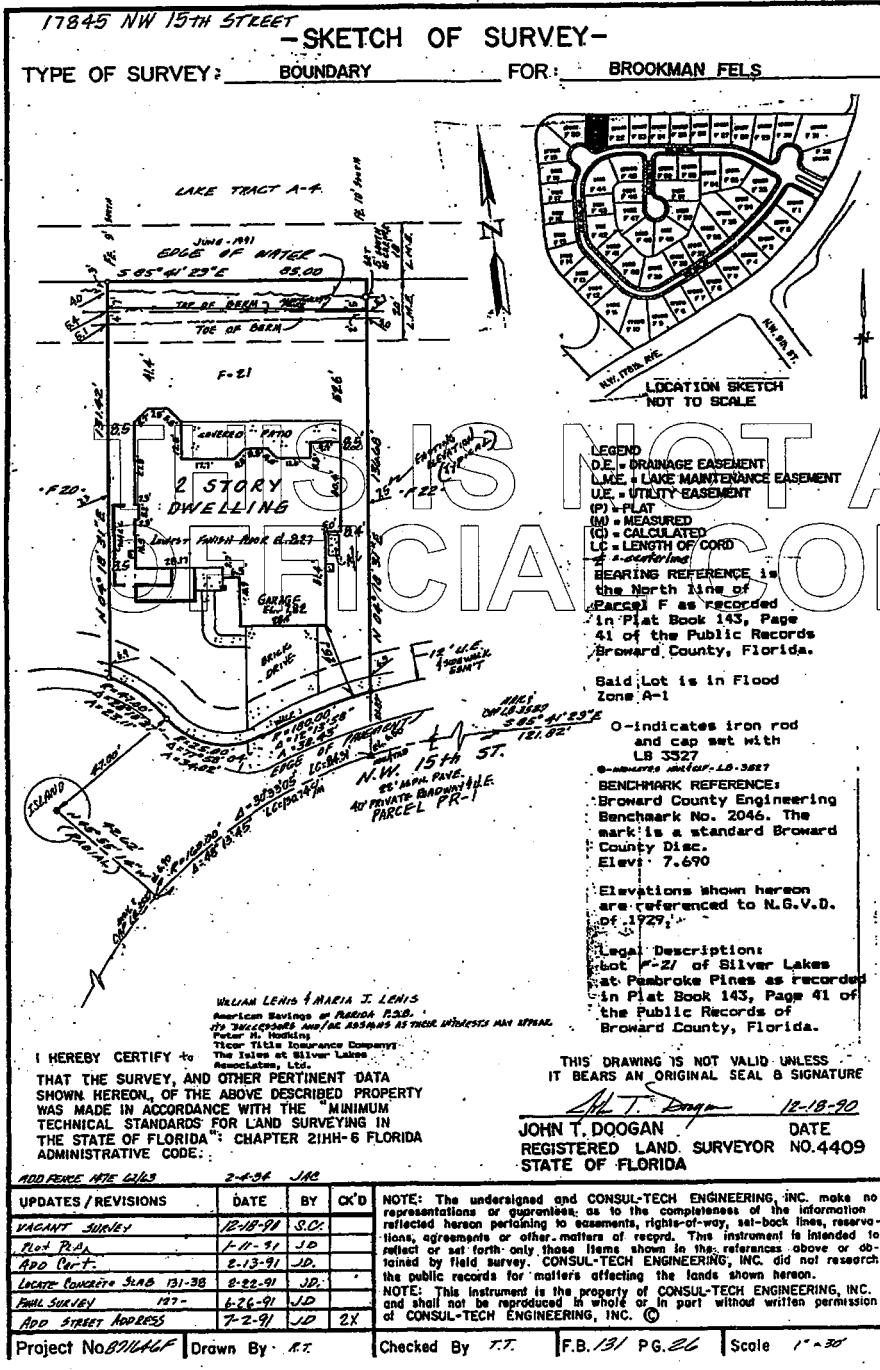
W/ SA



CONSUL-TECH ENGINEERING, INC.

Consulting Engineers • Landplanners • Land Surveyors

50 East Sample Road 4th Floor
Pompano Beach, Florida 33064 (305) 785-8400



(2012-04 Resolution)

SBDD_RES-2012-04 Lenis
April 26, 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.

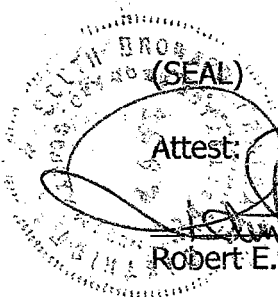
9. This Resolution shall take effect immediately upon its adoption.

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 26 day of April, 2012.

SOUTH BROWARD DRAINAGE DISTRICT

By: [Signature]
Scott Hodges, Chairperson



Attest:

[Signature]
Robert E. Goggin, IV, Secretary

STATE OF FLORIDA)

)§

COUNTY OF BROWARD)

The foregoing Resolution N° 2012-04 was acknowledged before me this 26 day of April, 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 26 day of April, 2012.

(NOTARY SEAL OR STAMP)

[Signature]

Notary Public - State of Florida at Large



PAMELA WALSH
MY COMMISSION # EE 160666
EXPIRES: March 17, 2016
Bonded Thru Budget Notary Services

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.

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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

