

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

NOVEMBER 21, 2013

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/PLEDGE OF ALLEGIANCE

Chair Hodges called the SBDD Board Meeting to order at 8:07 A.M, followed by the Pledge of Allegiance.

02. PUBLIC COMMENT

None.

03. APPROVAL OF MINUTES

Commissioner Goggin moved for approval of the minutes of the October 31st, 2013, South Broward Drainage District Board meeting. Motion was seconded by Commissioner Santana-Woodall and was carried unanimously.

04. DIRECTOR'S REPORT

A. CONTRACT AWARD:

SBDD CONVERSION OF FOUR (4) STORMWATER PUMPS AT THE S-3 & S-4/S-5 PUMP STATIONS IN MIRAMAR – District Director Hart stated that SBDD had advertised for bids for the SBDD Conversion of four (4) Stormwater Pumps at the S-3 & S-4/S-5 Pump Stations in Miramar Project. The District received a total of two (2) bids. The base bid amounts ranged in price from \$60,174.00 to \$63,200.00. Each bidder was required to visit the job site locations with a SBDD representative as a prerequisite to submitting a bid.

The lowest base bid was submitted by MWI Corporation in the amount of \$60,174.00.

SBDD has reviewed the bid submitted by MWI Corporation and has determined that the Contractor is qualified to perform the work and that the bid meets all requirements. SBDD is familiar with this Contractor and has been satisfied with their past work for the District. District Director Hart recommended that the District award the contract for the SBDD Conversion of four (4) Stormwater Pumps at the S-3 & S-4/S-5 Pump Stations in Miramar Project to MWI Corporation in the amount of \$60,174.00 as the lowest responsive, responsible bidder. In addition, he requested the award of Bid Alternates 1 and 2 in the combined, not-to-exceed amount of \$9,596.00 to MWI Corporation as the lowest responsive, responsible bidder. The total, not-to-exceed amount of the contract will be \$69,770.00. Funding for this project will be split between the District's 2013/2014 Capital Improvement Plan (\$34,462) and the S-3 Basin Improvements included under the General Operating Budget (\$35,308).

Commissioner Minnaugh moved for approval to award the SBDD Conversion of four (4) Stormwater Pumps at the S-3 & S-4/S-5 Pump Stations in Miramar Project to MWI Corporation for a total, not-to-exceed amount of \$69,770.00. Motion was seconded by Commissioner Goggin.

Commissioner Goggin asked if there will be SBDD staff supervising the project when the project is in process? District Director Hart replied yes. He stated that the District will be present at the pump stations when the pumps are removed; and that the District has the ability to be present at the location where the pumps will be rebuilt. Commissioner Goggin asked if the reasoning behind the extra funding is to address unforeseen maintenance issues. District Director Hart replied yes; the alternate bid items will allow the District to make any necessary repairs to the pump propellers while the pumps are out of service. Commissioner Goggin commented that he was happy to see the District think ahead, because he has seen municipalities failing on that aspect of projects, and it pleases him to see the District being pro-active on that issue.

Chair Hodges suggested that when the District observes the progression of the project, and if any additional work is needed, that the District takes photos.

Vice Chair Ryan asked if the pump propellers are recoverable if they chip or break? He wanted to know if they can be rebuilt. District Director Hart replied that the propellers are built into the pumps and are very difficult to remove, and that the contract allows the propellers to be rebuilt or replaced, depending on the condition.

Commissioner Goggin inquired on the type of material that these pumps are constructed and if they are all the same throughout the District. District Director Hart replied that they are made of steel and that they are all the same throughout the District.

The question was called and it was carried unanimously.

B. REQUEST FOR RELEASE AND VACATION OF A GRANT OF EASEMENT FOR "PINES 184 PLAT" (AKA: PINES CROSSING PLAZA)

District Director Hart stated that the District received a request to vacate an Ingress-

Egress Easement located within the proposed Pines Crossing Plaza development (aka: "Pines 184 Plat"). The property is currently owned by Pines Crossings, LLC and is located on the southwest corner of Pines Boulevard and SW 184th Avenue.

The reason for the request is to accommodate the proposed development plan for the property. The applicant is required to obtain a Paving & Drainage Permit from the District and enter into a Maintenance & Indemnification Agreement.

SBDD staff has no objection to this vacation request, subject to the property owner entering into a Maintenance & Indemnification Agreement, which will allow SBDD to access the property.

There are no financial impacts to this Agenda Item, other than SBDD administrative costs; all other costs will be incurred by the property owner.

Commissioner Minnaugh moved for approval of the Release and Vacation of a Grant of Easement for "Pines 184 Plat" (AKA: Pines Crossing Plaza) subject to the property owner entering into a Maintenance & Indemnification Agreement. Motion was seconded by Commissioner Goggin.

Attorney Bell said that there were two easements that were recorded back-to-back and that a provision was added to the second easement for ingress/egress during the construction of water and sewer facilities. He found it to be somewhat odd that it was done in this manner.

Mr. Ed Ploski, land planner with Corporate Property Services in Deerfield Beach, discussed the history behind this easement. He stated that in 2006 a site plan and plat were approved for this project and the easements were recorded as separate instruments, but the project did not go forward. In 2011 his client purchased the property and now there is a new site plan; and there is an area that conflicts with the existing ingress/egress easement; and that is why they are asking for the release. He said that it was unusual to do this type of an Agreement, but he believes it was more of a City requirement.

Commissioner Mersinger asked what is being proposed for the property. Mr. Ploski replied a Walgreens and Aldi Grocery Store.

Commissioner Good commented that he heard that this is an unusual easement, and he asked District Director Hart if the District should be concerned regarding this matter. District Director Hart replied that although it is unusual, the District will have their rights and ability to access covered within the Maintenance and Indemnification Agreement.

The question was called and it was carried unanimously.

C. RESOLUTION NO. 2013-12 – CEMETERY CANAL CONSERVATION EASEMENT AND AGREEMENT WITH BROWARD COUNTY

District Director Hart stated that Proposed Resolution 2013-12 authorizes SBDD to enter into and execute a Deed of Conservation Easement and Agreement ("Agreement") with

Broward County.

The Agreement is a joint Conservation Easement and Agreement with Broward County for the Cemetery Canal mitigation area that was constructed by SBDD in 2004. This wetland mitigation area was a requirement under the District's permitting for the S-9/S-10 basin improvements due to impacts on existing wetlands. The District obtained a permit from both the Broward County Environmental Protection and Growth Management Department and South Florida Water Management District (SFWMD) for the S-9/S-10 basin improvements. Both permits required the dedication of a Conservation Easement over the wetland mitigation area as provided for in the Agreement. SBDD approved such an Agreement in 2004, however the 2004 Agreement was never executed by Broward County or recorded in the public records.

The S-9/S10 basin improvements were completed in 2004, including the wetland mitigation area; and additional permit modifications have been approved and completed since then (i.e.: intermediate gate structures). SBDD has completed its monitoring and reporting requirements for the wetland mitigation area required under the permits. SFWMD informed the District earlier this year that the Conservation Easement was never recorded and was still outstanding.

The attached Agreement represents the current form for a joint Conservation Easement and Agreement by Broward County. The language, terms and conditions of the new form are essentially the same as the 2004 document previously approved and executed by SBDD. SFWMD will no longer be a signatory on the Agreement.

District Director Hart commented that the District retains all of their rights over the canal for stormwater purposes. The property is owned by Broward County, but the District has a reservation over it that was transferred to the District from SFWMD, and the Agreement provides for all of the District's rights to remain in place for use of the entire area for stormwater purposes.

There will be legal costs and administrative costs associated with this agenda item, which will be funded through the General Operating account. The Cemetery Canal mitigation area will also require on-going maintenance by SBDD, which will also be funded through the General Operating account as part of the District's annual maintenance program. The estimated annual cost of maintenance is \$1,000.00 or less.

District Director Hart requested approval of Resolution 2013-12 authorizing SBDD to enter into a Deed of Conservation Easement and Agreement with Broward County for the construction and maintenance of the Cemetery Canal wetland mitigation area located on property owned by Broward County and the creation of a Conservation Easement over said mitigation area.

Commissioner Goggin made a motion to approve Resolution 2013-12 which authorizes SBDD to enter into and execute a Deed of Conservation Easement and Agreement ("Agreement") with Broward County. Motion was seconded by Commissioner Santana-

Woodall.

Discussion ensued among members of the Commission.

Attorney Bell stated that there will be a cost to update the title work. He said that the Conservation Easement itself was actually signed by the Board back in 2004 and delivered to the County, and at that point, it disappeared. District Director Hart stated that the County will require an "Opinion of Title" and that Attorney Bell will be handling it. He said that his goal is to only have to do the title work once.

Commissioner Minnaugh stated her displeasure with the County dropping the ball on this item back in 2004. District Director Hart commented that he is not sure why this wasn't completed in 2004, and that it should have been followed through. Fortunately, the District was able to use much of the work that was done in 2004; and it was just a matter of modifying what was previously completed. Commissioner Minnaugh asked if the Agreement could be modified to state that, "in the event that this does not get recorded and signed within a 30-day period, that the County will be responsible for any other cost incurred to finally have it done".

District Director Hart felt that the County would not agree to that, and he assured Commissioner Minnaugh that he will do everything in his power to get this recorded.

The question was called and it was carried unanimously.

D. OTHER

- Taft Street Canal – District Director Hart updated the Board on the Taft Street Canal project and the concept of a partnership with the City of Pembroke Pines.

He said that the City has been re-evaluating their approach to the project and the District has been sharing information with them on its' previous projects. There has been a change in the position of City Engineer, and the new engineer, along with an outside consultant, has reviewed the project from a different perspective; and actually like the previous work that was done by the District. He said that after seeing the slope and the finished product, they felt that it was adequate and appropriate for what they wanted to achieve above the canal and for the road. The City has rescinded their prior award of the design/build contract which had a total contract amount of \$848,000, and is now going to complete the remainder of the canal with the same methodology as the District used previously. They are planning to use the same Contractor, for the same unit price, as the District used on its last project. They now expect to complete the canal work for a total amount of \$162,000.

District Director Hart said that this is a win-win situation for the District, because the methodology the City will be using is preferred by SBDD. It includes deepening the canal, and stabilizing the canal bank, and will be a significant improvement to the conveyance capacity of the canal. District Director Hart said that the District will be working jointly with the City on preliminary work before the Contractor

starts, including removing some trash and debris from the bottom of the canal, while the City will be clearing and removing the vegetation off the slope.

Vice Chair Ryan asked District Director Hart to explain the stages of the Taft Street Canal project. District Director Hart explained that the canal bank work will be done first, and that towards the end of next year they could be repaving the road. Vice Chair Ryan had concerns with the way the road slopes towards the canal and he asked if there will be any cost to the District. District Director Hart replied no; that due to the fact that the City was saving approximately \$700,000 they are not asking the District to contribute to the project.

Following Vice Chair Ryan's question, Commissioner Goggin stated that from an engineering standpoint, it makes sense to start the canal project first vs. the road repair. District Director Hart agreed, and stated that he believes the City will be stabilizing the canal first, then placing a landscape buffer for the residents along Taft Street, and finally resurfacing the roadway.

- Public Feedback – District Director Hart shared an email he received from Mr. Gary Toussaint, a resident from the Knolls area that said “GREAT JOB”! He said that the resident was very pleased with the way the District staff handled his concern. He also received a compliment from a resident that came in for a permit and was very happy with the way the process was handled.
- CIP Update – District Director Hart said that the Basin 3 Improvements should be completed within the next 12 to 18 months. The District is proposing to upgrade the two pumps, which was approved today; and to replace the wood truss roof with a concrete roof, which is currently under design; and he hopes to have that out for bid come January and approved by February and to have it completed before the start of next year's hurricane season with a budget of \$150,000.00.
- Sluice Gates – District Director Hart presented the Board with pictures of different sluice gates within the District and explained how they work.

05. ATTORNEY'S REPORT:

Attorney Bell said that there have been no changes regarding the Special District Legislation.

Attorney Bell brought to the Board's attention that a cable company by the name of “Hotwire Communications” has contracted with the Pembroke Falls HOA to place cable lines within SBDD's Lake Maintenance Easements (LME) behind private properties, but the LME is dedicated only to SBDD, and there does not appear to be any transfer of the developer's rights to utilize the property for making these utility improvements over to the HOA. Hotwire has started placing some of the cable (fiber optics) without a permit from the District and now Hotwire is asking that the District issue them a permit. Attorney Bell stated that the permit will have to have several caveats in it, such as:

- The HOA/Hotwire would defend SBDD if there are any lawsuits filed by homeowners, and
- The HOA/Hotwire, would pick up all legal fees, if any; and

- The HOA/Hotwire will have to deposit money up front to put the Agreement together.

Attorney Bell said that there is at least one homeowner who is upset. The homeowner said that Hotwire Communications placed what looks like a manhole in his backyard, that is raised approximately 2' above ground level, and the homeowner said he is thinking of taking this to court to place an injunction to stop the work. Attorney Bell brought this to Hotwire's attention, but they did not seem that concerned. The homeowner also discussed with Attorney Bell how this might be able to move forward. He is the former President of the HOA and is fairly familiar with their documents.

Attorney Bell asked the Board for direction on how to move forward with this matter.

District Director Hart explained that according to the Declaration (Declaration of Master Association Covenants & Restrictions for Pembroke Falls), the original developer of the property had the right to go into the LME and use the 20' for improvements, etc., but the HOA does not have documentation that transferred those rights to them. Unfortunately, the HOA seems to have misplaced, or no longer possesses that document, so in essence, they may not have the right to authorize the installation of the cable. District Director Hart said that the District has no objection to the work, but the HOA needs to have the right to go onto someone's private property to do this. Attorney Bell informed the one homeowner, that if this comes back before the Board at the next meeting, that he would let him know and give him a copy of what was proposed, and he will be able to voice his opinion at that time.

Commissioner Minnaugh asked how they are placing these cables along the dry lots. Attorney Bell answered that they are placing them in the front yard through a utility easement, but prefer to place it in the back along the lake lots because it is cheaper. She does not understand why they cannot do the same installation on both the dry lots and the lake lots. Commissioner Goggin commented that although he does not live by a lake, he doesn't think that those homeowners want anyone digging up their yard, regardless of what the HOA wants to do.

Commissioner Good stated that he suspects that Hotwire Communications is doing this in combination with cellular facilities (mini antennas). He explained that the reason for Hotwire Communications to place their cable through the LME is the strict rules that govern communication facilities, installations, easements, rights-of-ways, costs, etc. He is familiar with municipal rights-of-ways and easements, etc., and he offered to share with Attorney Bell his past experiences with some of the federal and state language that may be helpful to him in this regard. He said that these companies may be required to provide monetary compensation for access to rights-of-ways or easements. He said that there may be some limiting ability to prevent them from placing those cables in the LME; because they can litigate, and you may lose, because the laws are clearly written. However, he said that there are certain things that you can do: you can force them to register with your agency; you can force them to provide you with compensation that is afforded by law; place restrictions on their ability to have certain kinds of installations, etc.

Commissioner Minnaugh commented that this will come up again with other HOAs because they are looking at independent cable companies due to how expensive cable has become.

Commissioner Goggin said that according to what has been discussed so far, the company has ceased to continue working; and he asked District Director Hart for confirmation. District Director Hart said that Hotwire had continued working, but not in the back yards; however, he was recently made aware by the same homeowner referenced by Attorney Bell, that they were continuing to do work in the backyards (pulling cable and working within the previously installed boxes). Commissioner Goggin asked Attorney Bell if this is an on-going project and the District does not have an Agreement, is this not a liability risk. Attorney Bell answered that there is always a possibility.

Chair Hodges agreed with Commissioner Good and reiterated that this is exactly why they are doing it, because they are trying to get around the restrictions and requirements that are placed on them by the cities, and it is not serving the residents, it is serving themselves. He said that it's cheaper, and that is why they are placing the cables in the back.

Commissioner Good commented that this is a very complicated matter and he does not believe that the District is in a position to say no. He said that there may be a need for a bit of support with this matter. He recommended that the District get an outside lawyer to support the District's attorney, and to advise the District on how best to proceed.

Commissioner Mersinger agrees with Commissioner Good and commented that she believes that the District will need someone who has dealt with FCC, communications, etc., so that the District can make the correct decision.

Vice Chair Ryan commented that this is placing the District in a precarious situation as far as future lawsuits. He commented that Commissioner Minnaugh came up with an alternative that might be acceptable to the HOAs.

Commissioner Minnaugh said that she would not hire an FCC attorney at this time; that the District should continue sending letters trying to enforce its permitting requirements until the District hears otherwise; and at that time, they could discuss what needs to be done. Commissioner Mersinger disagreed, and said that she feels that the District should do their research now, and get information now as to what the District's legal rights are, because she sees the District becoming party to that lawsuit by the homeowner. She said she prefers to be on firm legal ground.

After further discussion, Commissioner Good made a motion that Attorney Bell retain legal support for interpretation of FCC regulations with a maximum of \$5,000 and to return later if that amount is increased. Motion was seconded by Commissioner Minnaugh and it was carried unanimously.

06. APPROVAL OF LEGAL FEES

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

07. BOARD MEMBER'S QUESTIONS/COMMENTS

None.

08. MEETING DATE(S)

A. The Next Regular Board Meeting will be held on **Thursday, December 19th at 8:00 a.m.**

Adjournment at 9:30 A.M.

Respectfully submitted,

Robert E. Goggin IV, Secretary
South Broward Drainage District

/rim

DRAFT

MEMORANDUM

DATE: December 12, 2013

TO: South Broward Drainage District Commissioners

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

Subject: Request to Vacate Drainage/Flowage Easements in the proposed "Franklin Academy 6-12"
Plat

Comments:

South Broward Drainage District (SBDD) received a request to vacate an existing Drainage/Flowage Easements (Easements) located within the proposed Franklin Academy 6-12 development in the City of Pembroke Pines. The Easements were previously dedicated by separate instrument under OR Book 16948 Page 101, B.C.R. The property is currently owned by the City of Pembroke Pines and is under contract for sale to Discovery Schools, Inc.

Attached to this memo is the sketch & legal description of the Easement area to be vacated, along with the original easement dedication.

As part of this request, the property owner will be dedicating new, replacement Easements as follows:

- Drainage, Flowage & Storage Easement over the proposed lake area
- Lake Maintenance Easement
- Drainage Easements over all outfall culverts
- 20' Drainage Easement along the eastern property line
- 30' Drainage Easement along SW 207th Terrace and SW 54th Court where a public right-of-way is not proposed.
- Boat Ramp Easement

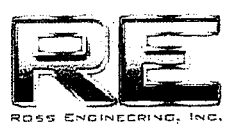
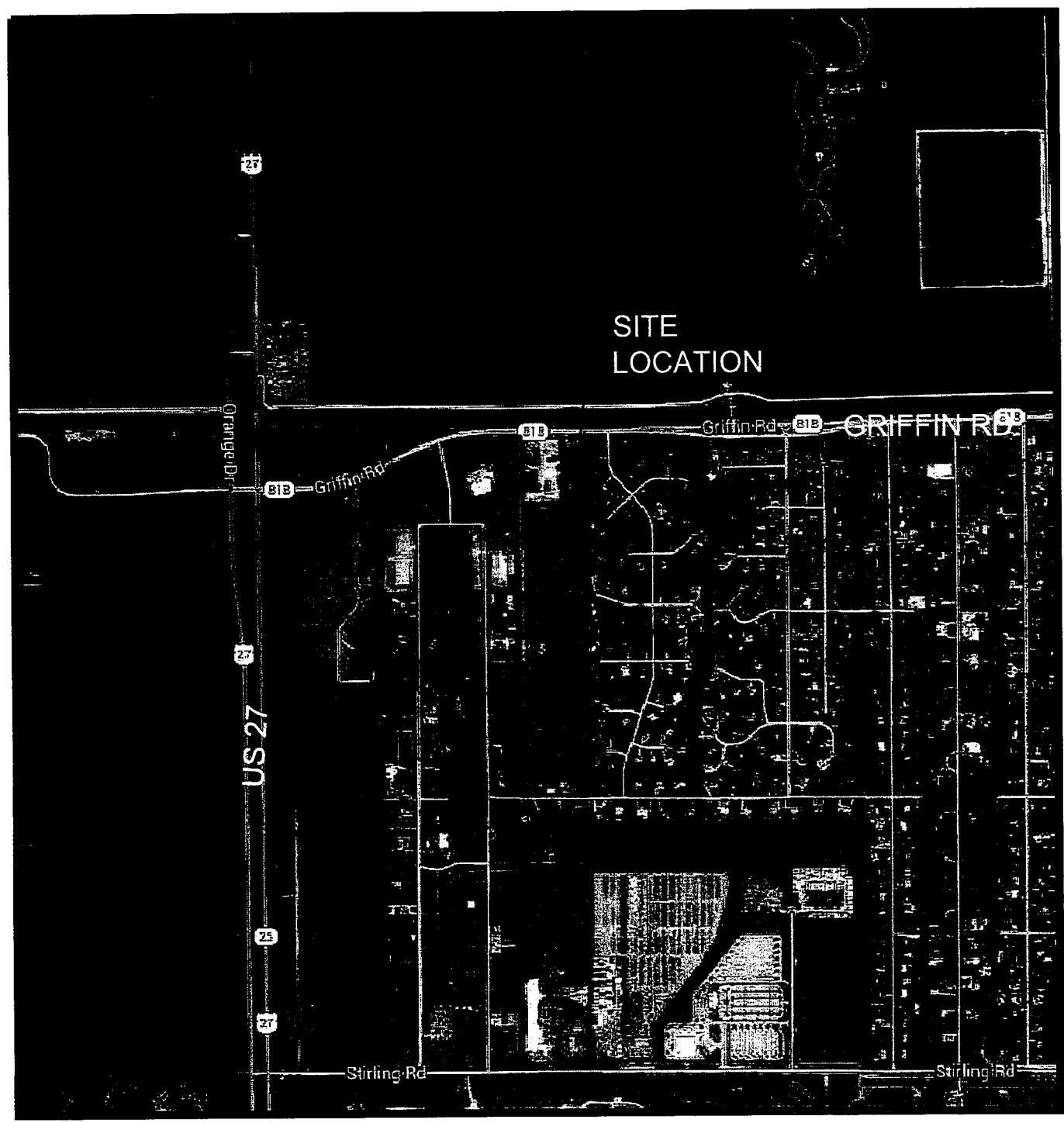
Overall Exhibits showing the easement areas to be vacated and the new easement areas to be dedicated are attached (Exhibits #1 and #2).

The reason for the request is to accommodate the proposed development plan for the property. SBDD has reviewed the proposed water management and drainage plan and has determined that the proposed plans meet SBDD Criteria. The final water management and drainage plan will include the following provisions:

- Account for existing drainage patterns and off-site flows.
- Meet all SBDD Criteria, including basin storage requirements.
- Maintain east-west flow across the property at all times, until the new drainage system is in place.
- Provide a positive drainage system along the east property line.
- Install a 48" RCP outfall from the on-site lake to the "Trails Lake".
- Demonstrate that the proposed development will not have any adverse drainage impacts to the surrounding areas (ie: no increase in stages).



FRANKLIN ACADEMY - PEMBROKE PINES PROJECT LOCATION MAP



ROSS ENGINEERING, INC
3325 S. UNIVERSITY DRIVE, SUITE 111
DAVIE, FLORIDA 33328
OFFICE: (954)318-0624 FAX: (954)358-0190

Prepared by
And Return To:

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

Folio No.: 5140 2913 3243

**RELEASE AND VACATION OF DRAINAGE/FLOWAGE EASEMENT
(FRANKLIN ACADEMY 6 - 12)**

THIS RELEASE AND VACATION OF THE DRAINAGE/FLOWAGE EASEMENT PARCELS 1 THROUGH 4 executed this _____ day of _____, 20____, by SOUTH BROWARD DRAINAGE DISTRICT, a political subdivision of the State of Florida, having its principal place of business at 6591 S.W. 160th Avenue, Southwest Ranches, Florida 33331, first party, in favor of **DISCOVERY SCHOOLS, INC.**, whose address is 1120 S.E. 3rd Ave., Ft. Lauderdale, FL 33316, its successors and assigns as their interest may appear of record, second party.

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

WITNESSETH

That the first party, for and in consideration of the sum of \$10.00, in hand paid by the second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the Drainage/Flowage Easement ("Easement") located on the following described lot, piece or parcel of land situate, lying and being in the County of Broward, State of Florida, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO

Said easement having been recorded in the Broward County, Florida Public Records at Official Records Book 16948, Page 101.

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

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

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

Signed, sealed and delivered

SOUTH BROWARD DRAINAGE DISTRICT

In the presence of:

Witness Signature

SCOTT HODGES, Chairperson

Witness Printed Name

Attest:

Witness Signature

ROBERT GOGGIN IV, Secretary

Witness Printed Name

STATE OF FLORIDA)
)§
COUNTY OF BROWARD)

The foregoing instrument was executed before me this _____ of _____, 20____, by SCOTT HODGES and ROBERT GOGGIN IV as Chairperson and Secretary, respectively of the SOUTH BROWARD DRAINAGE DISTRICT, first party, who are personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this ____day of _____, 20____.

(NOTARY SEAL/STAMP)

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

EXHIBIT "A"

DESCRIPTION:

A PARCEL OF LAND SITUATE IN SECTION 35, TOWNSHIP 50 SOUTH, RANGE 39 EAST, ALSO BEING A PORTION OF TRACTS 8, 9, 24 AND 25 OF EVERGLADES LAND COMPANY'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 1, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, ALSO BEING THE DRAINAGE / FLOWAGE EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 16948 AT PAGE 101 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST ONE-QUARTER CORNER OF SECTION 35, TOWNSHIP 50 SOUTH, RANGE 39 EAST BROWARD COUNTY, FLORIDA; THENCE, ALONG THE WEST LINE OF SECTION 35, NORTH 00°13'54" WEST, A DISTANCE OF 10.00 FEET; THENCE, DEPARTING SAID WEST LINE, NORTH 89°52'28" EAST, A DISTANCE OF 10.00 FEET TO A POINT ON A LINE 10 FEET EAST OF AND PARALLEL WITH SAID WEST LINE OF SAID SECTION 35, SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE, ALONG SAID PARALLEL LINE, NORTH 00°13'54" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 89°52'28" EAST, A DISTANCE OF 630.48 FEET; THENCE NORTH 00°13'22" WEST, A DISTANCE OF 280.89 FEET; THENCE SOUTH 89°46'36" WEST, A DISTANCE OF 127.33 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 184.00 FEET FROM WHICH A RADIAL LINE BEARS NORTH 83°59'00" WEST; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 167°31'11", A DISTANCE OF 537.97 FEET; THENCE SOUTH 89°46'36" WEST, A DISTANCE OF 137.38 FEET; THENCE NORTH 00°13'54" WEST, A DISTANCE OF 40.00 FEET; THENCE NORTH 89°46'36" EAST, A DISTANCE OF 137.39 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 184.00 FEET FROM WHICH A RADIAL LINE BEARS SOUTH 83°59'00" EAST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 167°31'11", A DISTANCE OF 537.97 FEET; THENCE NORTH 89°46'36" EAST, A DISTANCE OF 127.33 FEET; THENCE NORTH 00°13'22" WEST, A DISTANCE OF 620.74 FEET; THENCE SOUTH 89°46'36" WEST, A DISTANCE OF 127.38 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 184.00 FEET FROM WHICH A RADIAL LINE BEARS NORTH 83°59'00" WEST; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 167°31'11", A DISTANCE OF 537.97 FEET; THENCE SOUTH 89°46'36" WEST, A DISTANCE OF 137.42 FEET; THENCE NORTH 00°13'54" WEST, A DISTANCE OF 40.00 FEET; THENCE NORTH 89°46'36" EAST, A DISTANCE OF 137.43 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 184.00 FEET FROM WHICH A RADIAL LINE BEARS SOUTH 83°59'00" EAST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 167°31'11", A DISTANCE OF 537.97 FEET; THENCE NORTH 89°46'36" EAST, A DISTANCE OF 127.38 FEET; THENCE NORTH 00°13'21" WEST, A DISTANCE OF 620.74 FEET; THENCE SOUTH 89°46'36" WEST, A DISTANCE OF 127.44 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 184.00 FEET FROM WHICH A RADIAL LINE BEARS NORTH 83°59'00" WEST; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 167°31'11", A DISTANCE OF 537.97 FEET; THENCE SOUTH 89°46'36" WEST, A DISTANCE OF 137.47 FEET; THENCE NORTH 00°13'54" WEST, A DISTANCE OF 40.00 FEET; THENCE NORTH 89°46'36" EAST, A DISTANCE OF 137.47 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 184.00 FEET FROM WHICH A RADIAL LINE BEARS SOUTH 83°59'00" EAST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 167°31'11", A DISTANCE OF 537.97 FEET; THENCE NORTH 89°46'36" EAST, A DISTANCE OF 127.44 FEET; THENCE NORTH 00°13'22" WEST, A DISTANCE OF 620.74 FEET; THENCE SOUTH 89°46'36" WEST, A DISTANCE OF 127.50 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 184.00 FEET FROM WHICH A RADIAL LINE BEARS NORTH 83°59'00" WEST; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 167°31'11", A DISTANCE OF 537.97 FEET; THENCE SOUTH 89°46'36" WEST, A DISTANCE OF 137.51 FEET; THENCE NORTH 00°13'54" WEST, A DISTANCE OF 40.00 FEET;

DESCRIPTION CONTINUED ON SHEET 2 OF 5

SHEET 1 OF 5



CAULFIELD & WHEELER, INC.

CIVIL ENGINEERING - LAND SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452



DRAINAGE / FLOWAGE
EASEMENT
SKETCH OF DESCRIPTION

DATE 12/11/13

DRAWN BY DLS

F.B./ PG. N/A

SCALE AS SHOWN

JOB NO. 6440FADFA

DESCRIPTION: (CONTINUED)

THENCE NORTH 89°46'36" EAST, A DISTANCE OF 137.52 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 184.00 FEET FROM WHICH A RADIAL LINE BEARS SOUTH 83°59'00" EAST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 167°31'11", A DISTANCE OF 537.97 FEET; THENCE NORTH 89°46'36" EAST, A DISTANCE OF 127.50 FEET; THENCE NORTH 00°13'22" WEST, A DISTANCE OF 299.82 FEET; THENCE NORTH 89°52'38" EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 00°13'22" EAST, A DISTANCE OF 2622.93 FEET; THENCE SOUTH 89°52'28" WEST, A DISTANCE OF 650.48 FEET TO THE POINT OF BEGINNING.

CONTAINING 532659.8707 SQUARE FEET OR 12.2282 ACRES, MORE OR LESS.

LEGEND/ABBREVIATIONS

- B.C.R. - BROWARD COUNTY RECORDS
- DCR. - DADE COUNTY RECORDS
- O.R.B. - OFFICIAL RECORDS BOOK
- P.B. - DENOTES PLAT BOOK
- PG. - DENOTES PAGE
- P.O.C. - POINT OF COMMENCEMENT
- P.O.B. - POINT OF BEGINNING


NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF SECTION 35, TOWNSHIP 50 SOUTH, RANGE 39 EAST HAVING A BEARING OF NORTH 00°13'54" WEST.
4. THE "LAND DESCRIPTION" HEREON WAS PREPARED BY THE SURVEYOR
5. DATA SHOWN HEREON WAS COMPILED FROM INSTRUMENTS OF RECORD AND DOES NOT CONSTITUTE A BOUNDARY SURVEY AS SUCH.

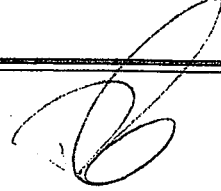
CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON DECEMBER 11, 2013. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

SHEET 2 OF 5



CAULFIELD & WHEELER, INC.
 CIVIL ENGINEERING - LAND SURVEYING
 7900 GLADES ROAD - SUITE 100
 BOCA RATON, FLORIDA 33434
 PHONE (561)-392-1991 / FAX (561)-750-1452

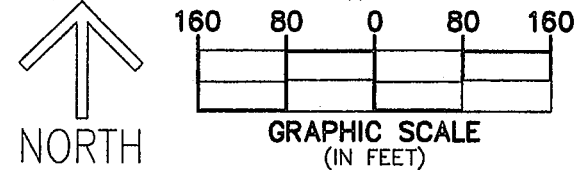
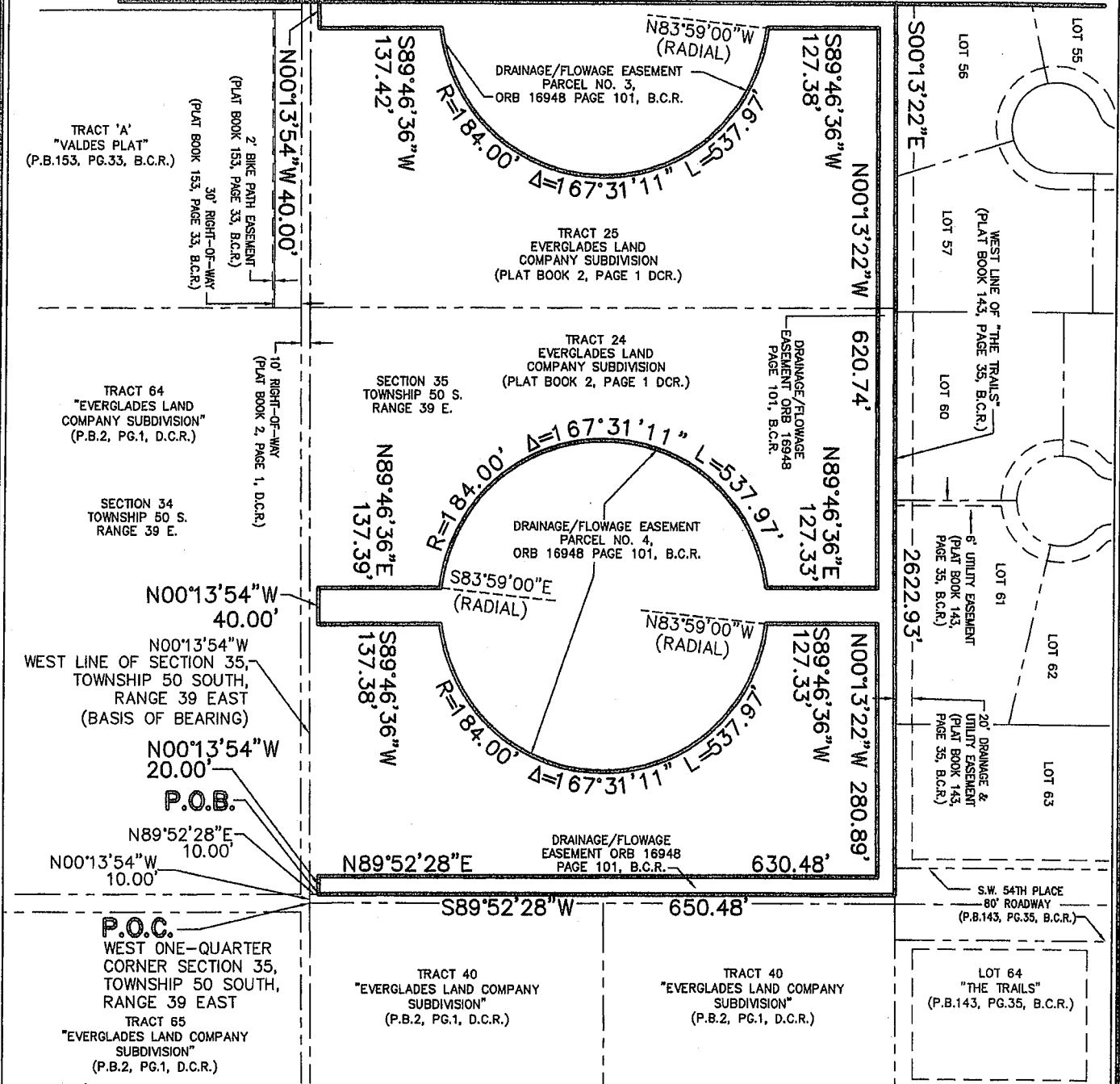


DAVID P. LINDLEY
 REGISTERED LAND
 SURVEYOR NO. 5005
 STATE OF FLORIDA
 LB# 3591

DATE	12/11/13
DRAWN BY	DLS
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	6440FADFA

**DRAINAGE / FLOWAGE
EASEMENT
SKETCH OF DESCRIPTION**

MATCH LINE SHEET 4 OF 5



SHEET 3 OF 5

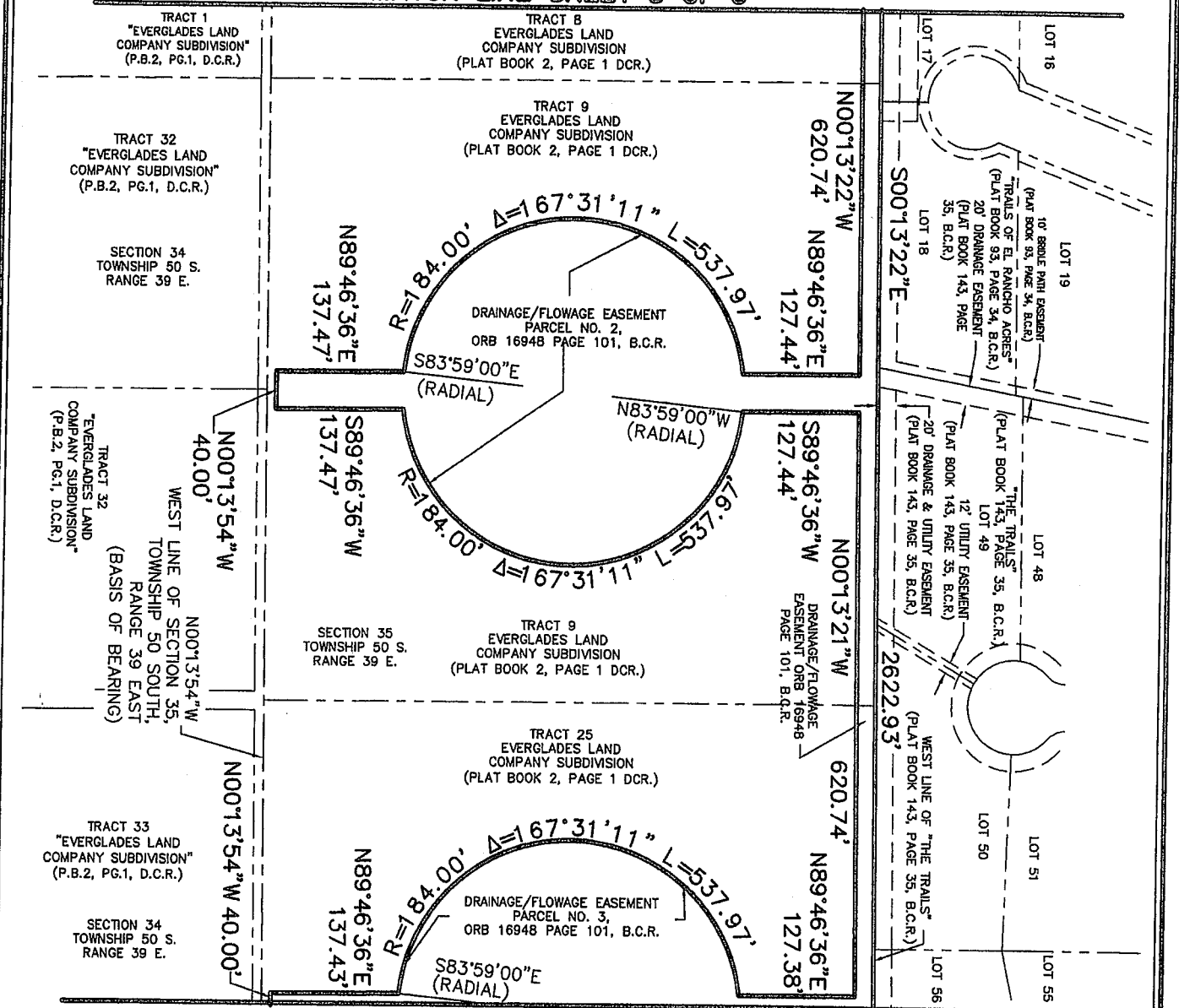
CAULFIELD & WHEELER, INC.
 CIVIL ENGINEERING - LAND SURVEYING
 7900 GLADES ROAD - SUITE 100
 BOCA RATON, FLORIDA 33434
 PHONE (561)-392-1991 / FAX (561)-750-1452

FOR LEGEND & ABBREVIATIONS SEE SHEET 2 OF 5

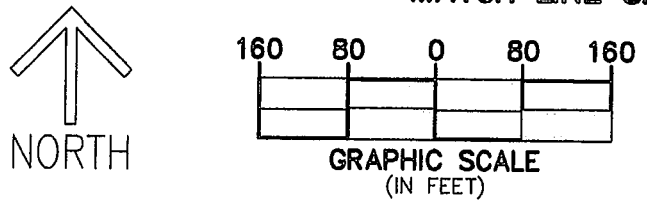
DATE	12/11/13
DRAWN BY	DLS
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	6440FADFA

DRAINAGE / FLOWAGE EASEMENT SKETCH OF DESCRIPTION


MATCH LINE SHEET 5 OF 5



MATCH LINE SHEET 3 OF 5



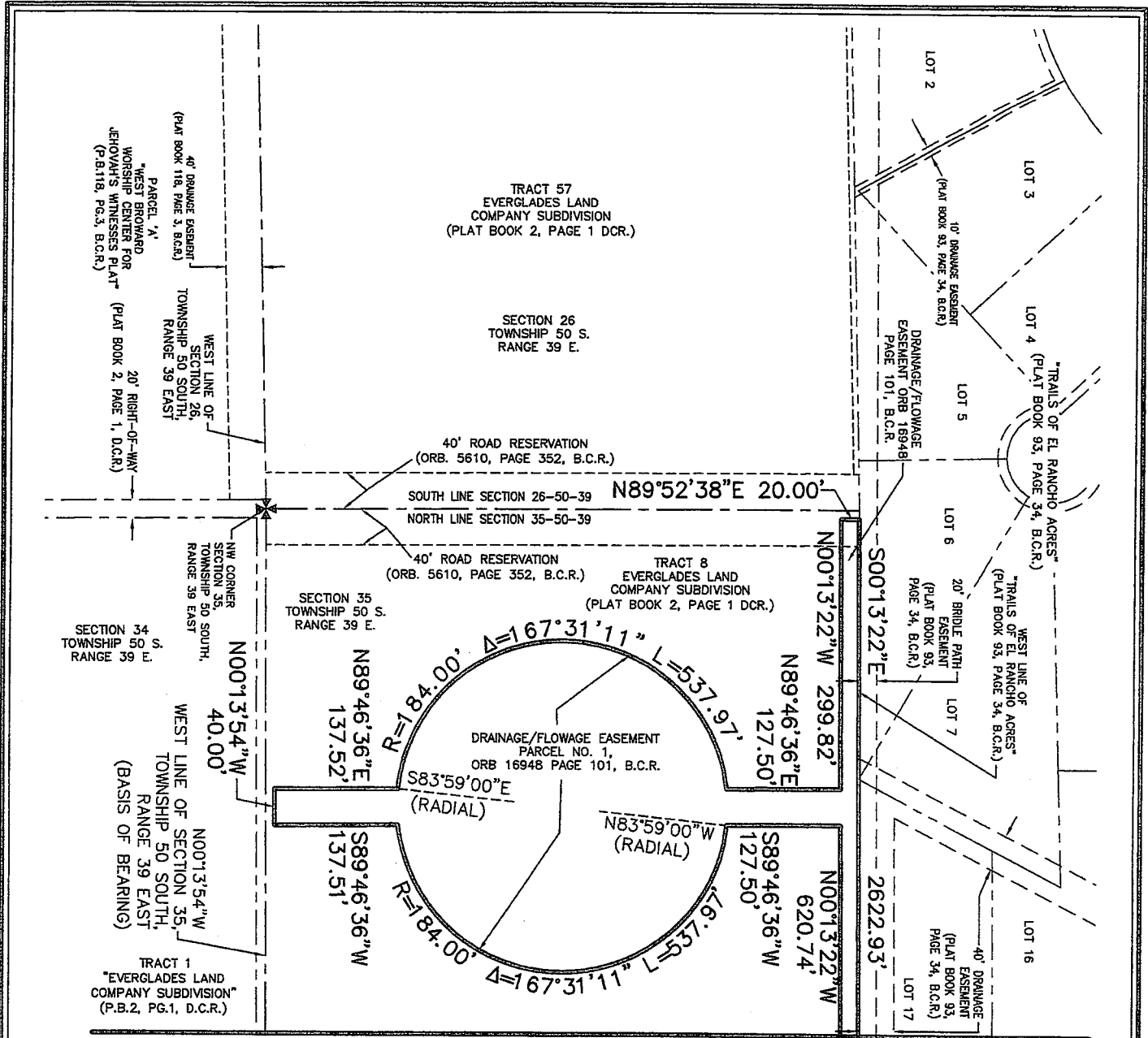
SHEET 4 OF 5

CAULFIELD & WHEELER, INC.

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 7900 GLADES ROAD - SUITE 100
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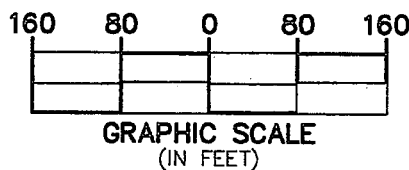
FOR LEGEND &
 ABBREVIATIONS
 SEE SHEET 2 OF 5

DATE	12/11/13
DRAWN BY	DLS
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	6440FADFA

**DRAINAGE / FLOWAGE
 EASEMENT
 SKETCH OF DESCRIPTION**



MATCH LINE SHEET 4 OF 5



CAULFIELD & WHEELER, INC.
 CIVIL ENGINEERING - LAND SURVEYING
 7900 GLADES ROAD - SUITE 100
 BOCA RATON, FLORIDA 33434
 PHONE (561)-392-1991 / FAX (561)-750-1452

FOR LEGEND &
 ABBREVIATIONS
 SEE SHEET 2 OF 5

SHEET 5 OF 5

DATE	12/11/13
DRAWN BY	DLS
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	6440FADFA

**DRAINAGE / FLOWAGE
 EASEMENT
 SKETCH OF DESCRIPTION**

EXHIBIT "A"

DESCRIPTION:

A PARCEL OF LAND SITUATE IN SECTION 35, TOWNSHIP 50 SOUTH, RANGE 39 EAST, ALSO BEING A PORTION OF TRACTS 8, 9, 24 AND 25 OF EVERGLADES LAND COMPANY'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 1, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, ALSO BEING THE DRAINAGE / FLOWAGE EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 16948 AT PAGE 101 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST ONE-QUARTER CORNER OF SECTION 35, TOWNSHIP 50 SOUTH, RANGE 39 EAST BROWARD COUNTY, FLORIDA; THENCE, ALONG THE WEST LINE OF SECTION 35, NORTH 00°13'54" WEST, A DISTANCE OF 10.00 FEET; THENCE, DEPARTING SAID WEST LINE, NORTH 89°52'28" EAST, A DISTANCE OF 10.00 FEET TO A POINT ON A LINE 10 FEET EAST OF AND PARALLEL WITH SAID WEST LINE OF SAID SECTION 35, SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE, ALONG SAID PARALLEL LINE, NORTH 00°13'54" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 89°52'28" EAST, A DISTANCE OF 630.48 FEET; THENCE NORTH 00°13'22" WEST, A DISTANCE OF 280.89 FEET; THENCE SOUTH 89°46'36" WEST, A DISTANCE OF 127.33 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 184.00 FEET FROM WHICH A RADIAL LINE BEARS NORTH 83°59'00" WEST; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 167°31'11", A DISTANCE OF 537.97 FEET; THENCE SOUTH 89°46'36" WEST, A DISTANCE OF 137.38 FEET; THENCE NORTH 00°13'54" WEST, A DISTANCE OF 40.00 FEET; THENCE NORTH 89°46'36" EAST, A DISTANCE OF 137.39 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 184.00 FEET FROM WHICH A RADIAL LINE BEARS SOUTH 83°59'00" EAST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 167°31'11", A DISTANCE OF 537.97 FEET; THENCE NORTH 89°46'36" EAST, A DISTANCE OF 127.33 FEET; THENCE NORTH 00°13'22" WEST, A DISTANCE OF 620.74 FEET; THENCE SOUTH 89°46'36" WEST, A DISTANCE OF 127.38 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 184.00 FEET FROM WHICH A RADIAL LINE BEARS NORTH 83°59'00" WEST; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 167°31'11", A DISTANCE OF 537.97 FEET; THENCE SOUTH 89°46'36" WEST, A DISTANCE OF 137.42 FEET; THENCE NORTH 00°13'54" WEST, A DISTANCE OF 40.00 FEET; THENCE NORTH 89°46'36" EAST, A DISTANCE OF 137.43 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 184.00 FEET FROM WHICH A RADIAL LINE BEARS SOUTH 83°59'00" EAST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 167°31'11", A DISTANCE OF 537.97 FEET; THENCE NORTH 89°46'36" EAST, A DISTANCE OF 127.38 FEET; THENCE NORTH 00°13'21" WEST, A DISTANCE OF 620.74 FEET; THENCE SOUTH 89°46'36" WEST, A DISTANCE OF 127.44 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 184.00 FEET FROM WHICH A RADIAL LINE BEARS NORTH 83°59'00" WEST; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 167°31'11", A DISTANCE OF 537.97 FEET; THENCE SOUTH 89°46'36" WEST, A DISTANCE OF 137.47 FEET; THENCE NORTH 00°13'54" WEST, A DISTANCE OF 40.00 FEET; THENCE NORTH 89°46'36" EAST, A DISTANCE OF 137.47 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 184.00 FEET FROM WHICH A RADIAL LINE BEARS SOUTH 83°59'00" EAST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 167°31'11", A DISTANCE OF 537.97 FEET; THENCE NORTH 89°46'36" EAST, A DISTANCE OF 127.44 FEET; THENCE NORTH 00°13'22" WEST, A DISTANCE OF 620.74 FEET; THENCE SOUTH 89°46'36" WEST, A DISTANCE OF 127.50 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 184.00 FEET FROM WHICH A RADIAL LINE BEARS NORTH 83°59'00" WEST; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 167°31'11", A DISTANCE OF 537.97 FEET; THENCE SOUTH 89°46'36" WEST, A DISTANCE OF 137.51 FEET; THENCE NORTH 00°13'54" WEST, A DISTANCE OF 40.00 FEET;

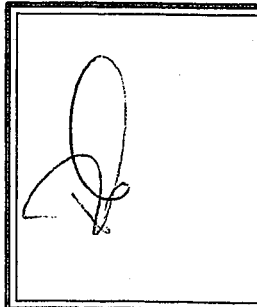
DESCRIPTION CONTINUED ON SHEET 2 OF 5

SHEET 1 OF 5



CAULFIELD & WHEELER, INC.

CIVIL ENGINEERING - LAND SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452



DRAINAGE / FLOWAGE
EASEMENT
SKETCH OF DESCRIPTION

DATE	12/11/13
DRAWN BY	DLS
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	6440FADFA

DESCRIPTION: (CONTINUED)

THENCE NORTH 89°46'36" EAST, A DISTANCE OF 137.52 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 184.00 FEET FROM WHICH A RADIAL LINE BEARS SOUTH 83°59'00" EAST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 167°31'11", A DISTANCE OF 537.97 FEET; THENCE NORTH 89°46'36" EAST, A DISTANCE OF 127.50 FEET; THENCE NORTH 00°13'22" WEST, A DISTANCE OF 299.82 FEET; THENCE NORTH 89°52'38" EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 00°13'22" EAST, A DISTANCE OF 2622.93 FEET; THENCE SOUTH 89°52'28" WEST, A DISTANCE OF 650.48 FEET TO THE POINT OF BEGINNING.

CONTAINING 532659.8707 SQUARE FEET OR 12.2282 ACRES, MORE OR LESS.

LEGEND/ABBREVIATIONS

- B.C.R. - BROWARD COUNTY RECORDS
- DCR. - DADE COUNTY RECORDS
- O.R.B. - OFFICIAL RECORDS BOOK
- P.B. - DENOTES PLAT BOOK
- PG. - DENOTES PAGE
- P.O.C. - POINT OF COMMENCEMENT
- P.O.B. - POINT OF BEGINNING


NOTES:

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4. THE "LAND DESCRIPTION" HEREON WAS PREPARED BY THE SURVEYOR
5. DATA SHOWN HEREON WAS COMPILED FROM INSTRUMENTS OF RECORD AND DOES NOT CONSTITUTE A BOUNDARY SURVEY AS SUCH.


CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON DECEMBER 11, 2013. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

SHEET 2 OF 5



CAULFIELD & WHEELER, INC.
 CIVIL ENGINEERING - LAND SURVEYING
 7900 GLADES ROAD - SUITE 100
 BOCA RATON, FLORIDA 33434
 PHONE (561)-392-1991 / FAX (561)-750-1452

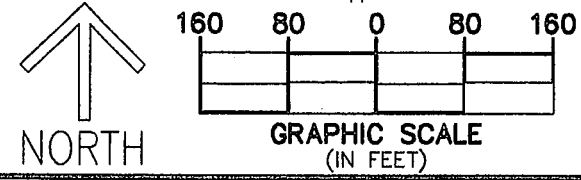
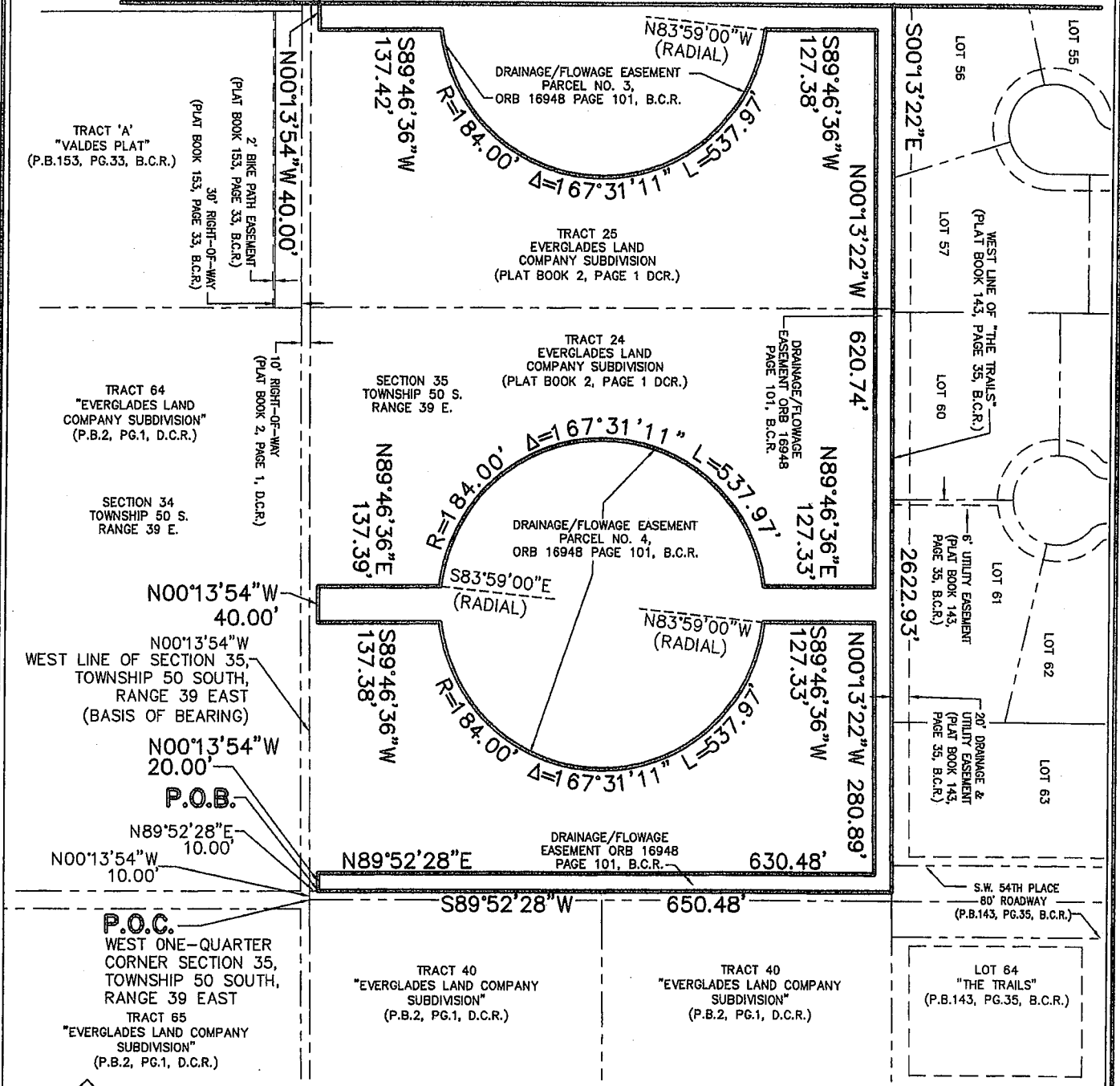


DAVID P. LINDLEY
 REGISTERED LAND
 SURVEYOR NO. 5005
 STATE OF FLORIDA
 LB# 3591


DATE	12/11/13
DRAWN BY	DLS
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	6440FADFA

**DRAINAGE / FLOWAGE
EASEMENT
SKETCH OF DESCRIPTION**

MATCH LINE SHEET 4 OF 5



SHEET 3 OF 5

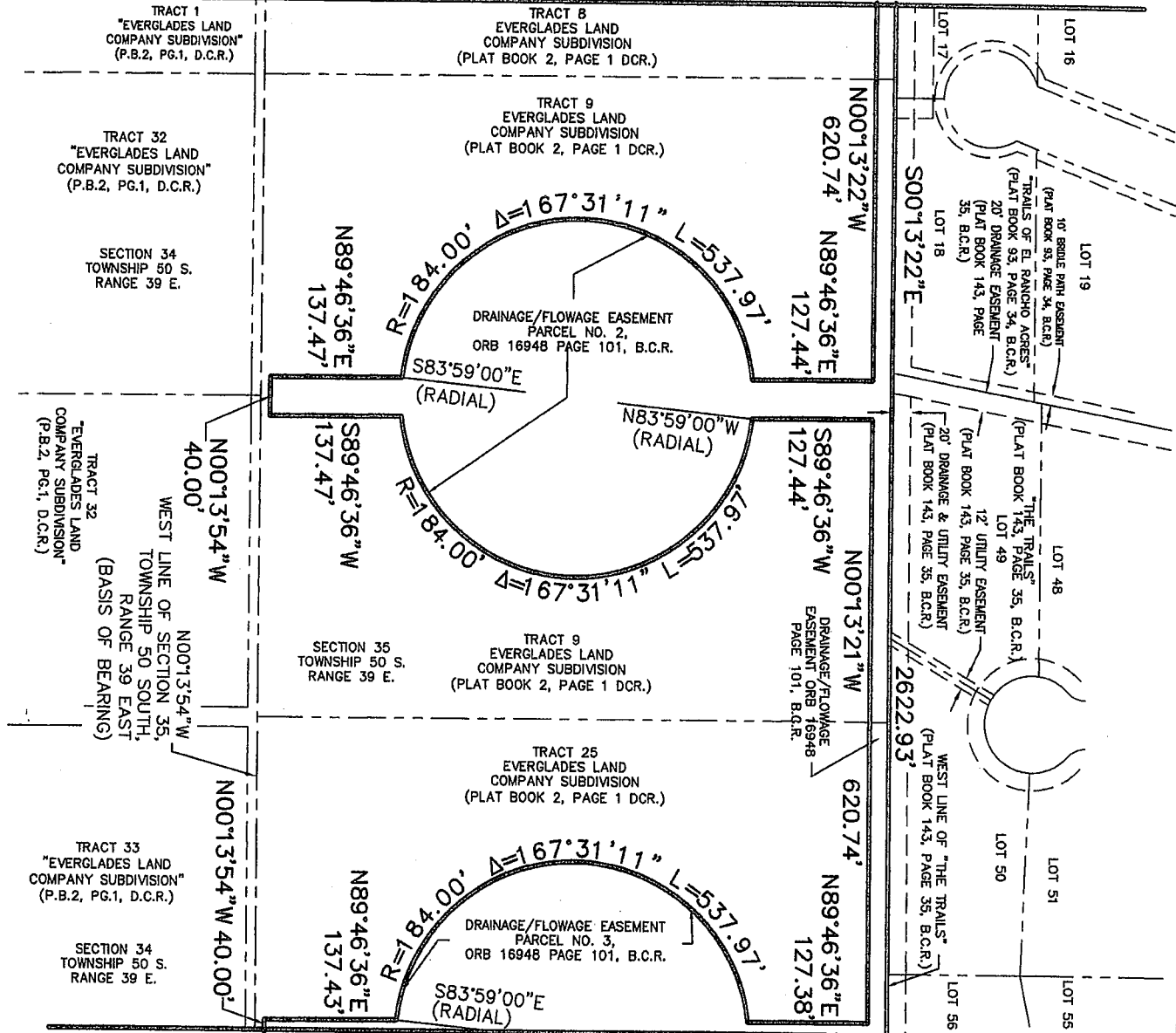
CAULFIELD & WHEELER, INC.

 CIVIL ENGINEERING - LAND SURVEYING
 7900 GLADES ROAD - SUITE 100
 BOCA RATON, FLORIDA 33434
 PHONE (561)-392-1991 / FAX (561)-750-1452

FOR LEGEND &
 ABBREVIATIONS
 SEE SHEET 2 OF 5

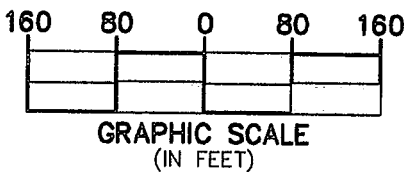
DATE	12/11/13
DRAWN BY	DLS
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	6440FADFA

**DRAINAGE / FLOWAGE
 EASEMENT
 SKETCH OF DESCRIPTION**

MATCH LINE SHEET 5 OF 5



MATCH LINE SHEET 3 OF 5



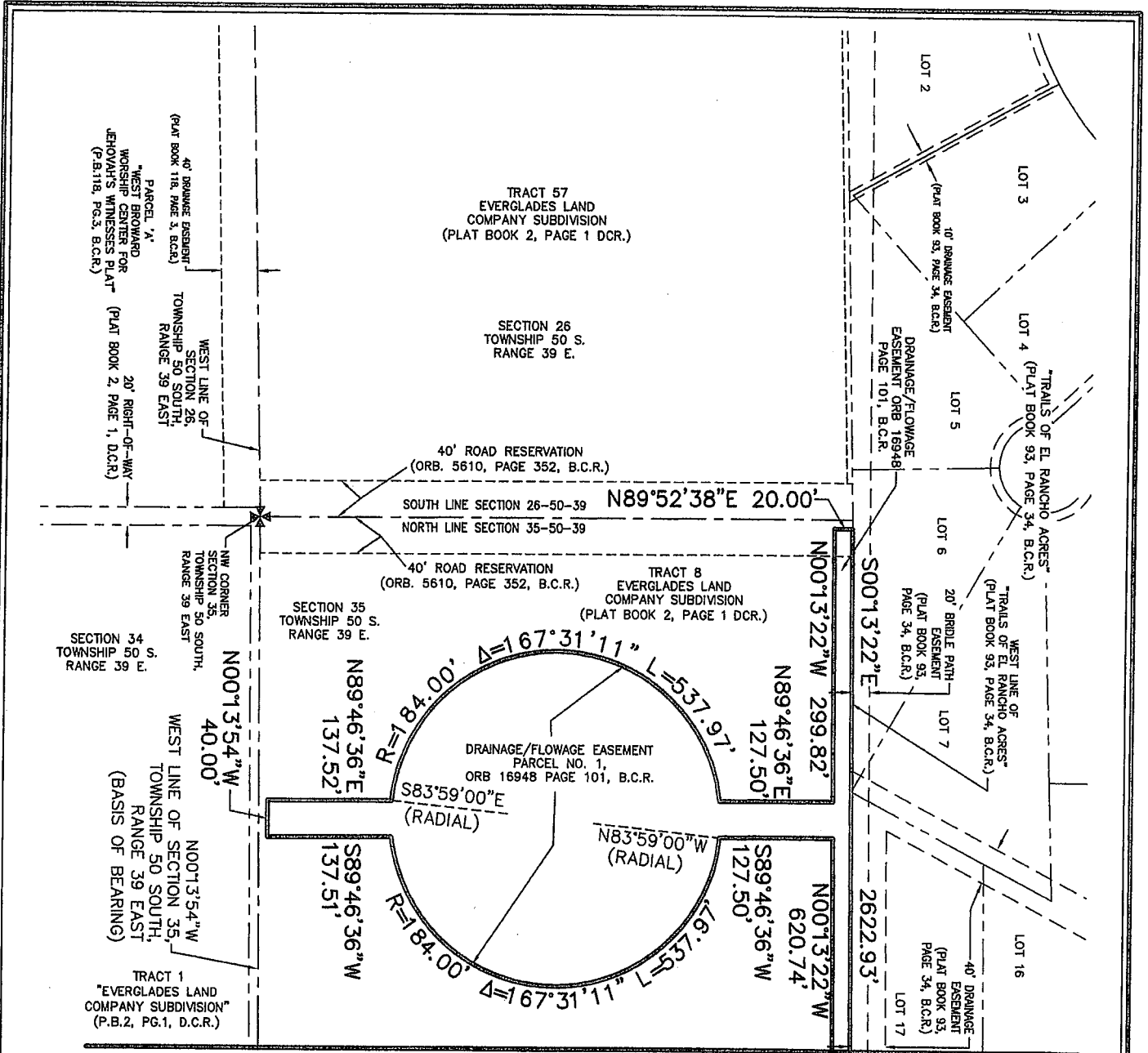
SHEET 4 OF 5

CAULFIELD & WHEELER, INC.
 CIVIL ENGINEERING - LAND SURVEYING
 7900 GLADES ROAD - SUITE 100
 BOCA RATON, FLORIDA 33434
 PHONE (561)-392-1991 / FAX (561)-750-1452

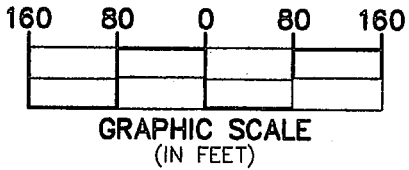
FOR LEGEND & ABBREVIATIONS
 SEE SHEET 2 OF 5

DATE	12/11/13
DRAWN BY	DLS
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	6440FADFA

**DRAINAGE / FLOWAGE
 EASEMENT
 SKETCH OF DESCRIPTION**



MATCH LINE SHEET 4 OF 5



SHEET 5 OF 5

CAULFIELD & WHEELER, INC.

 CIVIL ENGINEERING - LAND SURVEYING
 7900 GLADES ROAD - SUITE 100
 BOCA RATON, FLORIDA 33434
 PHONE (561)-392-1991 / FAX (561)-750-1452

FOR LEGEND & ABBREVIATIONS
 SEE SHEET 2 OF 5

DATE	12/11/13
DRAWN BY	DLS
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	6440FADFA

**DRAINAGE / FLOWAGE
 EASEMENT
 SKETCH OF DESCRIPTION**

89469401

DRAINAGE/FLOWAGE EASEMENTS

This Drainage/Flowage Easements is granted this 22 day of Sept, 1989 by NOJOSY CORP., INC. a Florida corporation, hereinafter collectively called "Grantor" to SOUTH BROWARD DRAINAGE DISTRICT, a political subdivision of the State of Florida, 1601 North Flamingo Road, Pembroke Pines, Florida 33026, hereinafter called "District".

89 NOV 22 AM 11:17

WITNESSETH

THIS IS NOT AN OFFICIAL COPY

That the said Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid by District, the receipt whereof is hereby acknowledged, does hereby grant and convey to District, its successors and assigns, a perpetual exclusive easement to maintain and keep in repair underground drainage pipes or open ditches, and to construct, maintain, design and keep in repair lakes and other water bodies and drainage facilities together with any appurtenances incidental or necessary thereto, over and across and through the following described property of Grantor:

55¢ Has been Paid
in Broward County for Documentary
Stamp Tax as required by law.

See attached Exhibit "A"

Jacqueline Jackson, Deputy

of such character and sufficient size to make a proper and adequate outlet forever for any drainage system that District, its successors and assigns, may establish and for any and all purposes necessary, convenient or incidental to or in connection with the construction and operation of drainage works of the District and any appurtenances thereto.

Together with free ingress, egress and regress across said lands for the purpose of cleaning, maintaining and repairing said underground drainage pipes, open ditches, lakes, other water bodies and drainage facilities together with any appurtenances incidental or necessary thereto.

Grantor, its successors and assigns acknowledges that it has the perpetual maintenance obligation for the aforescribed drainage/flowage easements, without recourse to the Central Broward Drainage District.

RETURN TO

DOUGLAS R. BELL, ESQUIRE
Cumberland Bldg., Suite 601
800 E. Broward Boulevard
Ft. Lauderdale, FL 33301

BR 89 101

13/25

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

Witnesses:

Jason Wolf
Michael Burns

"GRANTOR"

NOJOSY CORP.
By: [Signature]

Attest:

Jeffrey Wolf, Secretary

THIS IS NOT AN OFFICIAL COPY

STATE OF FLORIDA)
COUNTY OF BROWARD)

ss:

I HEREBY CERTIFY that on this 22 day before me, an officer duly authorized in the County and State aforesaid to take acknowledgements, personally appeared NORMAN P. RICHMOND and JEFFREY WOLF, well known to me to be the PRESIDENT and SECRETARY of the NOJOSY CORP., a Florida corporation, the party named as Grantor in the foregoing Easement and that they acknowledged executing the same in the presence of two subscribing witnesses, freely and voluntarily under the authority duly vested in them by NOJOSY CORP., a Florida corporation, and that the seal affixed thereto is the true seal of said corporation.

WITNESS MY HAND and official seal in the County and State last aforesaid this 22 day of February, 1989.

X Byron J. Murrain
Notary Public

My Commission Expires:

BYRON J. MURRAIN
Notary Public, State of New York
No. 244905204
Qualified in Kings County
Commission Expires April 4, 1990

Prepared by:

Douglas R. Bell, Esquire
800 East Broward Blvd., Suite 601
Ft. Lauderdale, Florida 33301

BK 46948 PG 102

EXHIBIT "A" TO DRAINAGE/FLOWAGE EASEMENTS

The east 20 feet of that part of Tract 57, Section 26, Township 50 South, Range 39 East, EVERGLADES LAND COMPANY'S SUBDIVISION, according to the Plat thereof, as recorded in Plat Book 2, Page 1 of the Public Records of Dade County, Florida, lying south of a line 726.00 feet south of and parallel to the south right-of-way line of Griffin Road a/k/a the south 86.47 feet of the east 20 feet of said Tract 57

along with

the east 20 feet of Tracts 8, 9, 24 and 25 and the south 20 feet of Tract 25 of Section 35, Township 50 South, Range 39 East, EVERGLADES LAND COMPANY'S SUBDIVISION, according to the Plat thereof, as recorded in Plat Book 2, Page 1 of the Public Records of Dade County, Florida

together with

a portion of Tracts 8, 9, 24 and 25 of Section 35, Township 50 South, Range 39 East of EVERGLADES LAND COMPANY'S SUBDIVISION, according to the Plat thereof, as recorded in Plat Book 2, Page 1 of the Public Records of Dade County, Florida and consisting of four (4) circular parcels designated as Parcels No. 1, 2, 3 and 4, each 368.00 feet in diameter and whose centers are described as follows:

Commencing at the northwest corner of said Section 35, and running easterly on the north line of said Section 35 on an assumed bearing of N 89°52'37" E a distance of 330.42 feet to a point, thence running southerly on a bearing of S 0°13'40" E, a distance of 330.37 feet to a point, which is the center of said Tract 8 and which is the center of a circular parcel whose diameter is 368.00 feet designated as Parcel No. 1, thence continuing southerly on a bearing of S 0°13'40" E, a distance of 660.74 feet to point, which is the center of said Tract 9 and which is the center of a circular parcel whose diameter is 368.00 feet designated as Parcel No. 2, thence continuing southerly on a bearing of S 0°13'40" E, a distance of 660.74 feet to a point, which is the center of said Tract 24 and which is the center of a circular parcel whose diameter is 368.00 feet designated as Parcel No. 3, thence continuing southerly on a bearing of S 0°13'40" E, a distance of 660.74 feet to a point which is the center of said Tract 25 and which is the center of a circular parcel whose diameter is 368.00 feet designated as Parcel No. 4;

together with

a 40 foot wide strip of land whose center line lies on an east-west line, through the center of each of said Parcels No. 1, 2, 3 and 4, from the east property line of said Tracts 8, 9, 24 and 25 to the west property line of said Tracts 8, 9, 24 and 25 less that portion previously described as part of the four (4) circular parcels designated as Parcel No. 1, 2, 3, and 4 above.

Said land situate, lying and being in Broward County, Florida.

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
L. A. HESTER
COUNTY ADMINISTRATOR

BK 189 REC 103

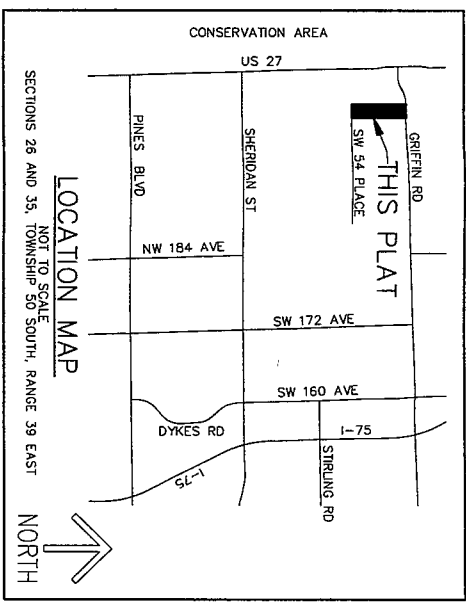
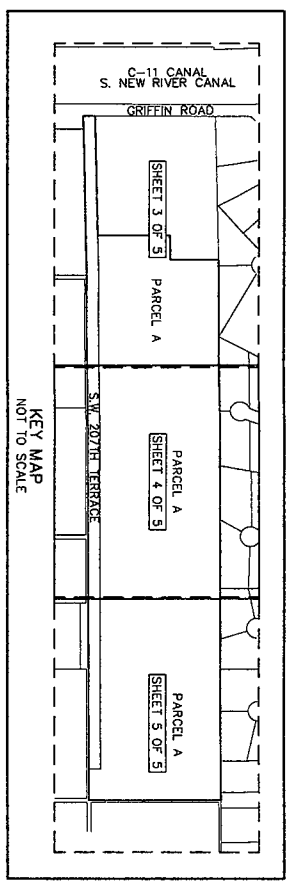
THIS INSTRUMENT PREPARED BY
DAVID P. LINDLEY

CAULFIELD and WHEELER, INC.
SURVEYORS - ENGINEERS - PLANNERS
7900 GLADES ROAD, SUITE 100
BOCA RATON, FLORIDA 33434
OFFICE (561) 392-1991 FAX (561) 750-1452
CERTIFICATE OF AUTHORIZATION NO. LB 3591
SEPTEMBER - 2013

FRANKLIN ACADEMY 6-12

PLAT BOOK _____ PAGE _____
SHEET 1 OF 5

A REPLAT OF TRACTS 8, 9, 24, 25 AND A PORTION OF TRACTS 56 AND 57, LYING SOUTH OF THE SOUTH RIGHT-OF-WAY LINE OF GRIFFIN ROAD, TOGETHER WITH THE ADJACENT 10 FOOT WIDE ROAD RIGHTS-OF-WAY, IN SECTIONS 26 AND 35, TOWNSHIP 50 SOUTH, RANGE 39 EAST, EVERGLADES LAND COMPANY SUBDIVISION, AS RECORDED IN PLAT BOOK 2, PAGE 1 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, LYING IN THE CITY OF PEMBROKE PINES, BROWARD COUNTY, FLORIDA.



DESCRIPTION
TRACTS 8, 9, 24, 25 AND A PORTION OF TRACTS 56 AND 57, LYING SOUTH OF THE SOUTH RIGHT-OF-WAY LINE OF GRIFFIN ROAD, TOGETHER WITH THE ADJACENT 10 FOOT WIDE ROAD RIGHTS-OF-WAY, IN SECTIONS 26 AND 35, TOWNSHIP 50 SOUTH, RANGE 39 EAST, EVERGLADES LAND COMPANY SUBDIVISION, AS RECORDED IN PLAT BOOK 2, PAGE 1 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, LYING IN THE CITY OF PEMBROKE PINES, BROWARD COUNTY, FLORIDA.

LESS AND EXCEPT THE FOLLOWING:
THE NORTH 603.83 FEET OF SAID TRACTS 56 AND 57, LYING SOUTH OF THE SOUTH RIGHT-OF-WAY LINE OF GRIFFIN ROAD, LESS THE EAST 239.93 FEET, AND LESS THE WEST 60.00 FEET OF SAID SECTION 28 THEREOF.

FURTHER LESS AND EXCEPT THE FOLLOWING:
THE EAST 239.93 FEET OF THE NORTH 728.00 FEET OF SAID TRACTS 56 AND 57, LYING SOUTH OF THE SOUTH RIGHT-OF-WAY LINE OF GRIFFIN ROAD.

SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 26, TOWNSHIP 50 SOUTH, RANGE 39 EAST; THENCE NORTH 01°18'14" WEST, ALONG THE WEST LINE OF SAID SECTION 26, A DISTANCE OF 814.60 FEET TO A POINT OF INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF GRIFFIN ROAD, RECORD NO. 1300, AS RECORDED IN PLAT BOOK 2, PAGE 1 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, THENCE SOUTH 89°37'06" EAST, A DISTANCE OF 60.02 FEET, THENCE SOUTH 01°18'14" EAST, ALONG A LINE 60.00 FEET EAST OF (AS MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE WEST LINE OF SAID SECTION 26, A DISTANCE OF 604.00 FEET, THENCE SOUTH 89°37'06" EAST ALONG A LINE 603.83 FEET SOUTH OF (AS MEASURED AT RIGHT ANGLES TO) AND PARALLEL TO THE SOUTH RIGHT-OF-WAY LINE OF SAID GRIFFIN ROAD, A DISTANCE OF 380.80 FEET; THENCE SOUTH 01°20'04" EAST ALONG A LINE 239.93 FEET WEST (AS MEASURED AT RIGHT ANGLES TO) AND PARALLEL TO THE EAST LINE OF SAID TRACT 57, A DISTANCE OF 122.20 FEET; THENCE SOUTH 89°37'06" EAST ALONG A LINE 728.00 FEET SOUTH OF (AS MEASURED AT RIGHT ANGLES TO) AND PARALLEL TO THE SOUTH RIGHT-OF-WAY LINE OF SAID GRIFFIN ROAD, A DISTANCE OF 240.00 FEET TO A POINT OF INTERSECTION WITH THE EAST LINE OF SAID TRACT 57, AND THE WEST LINE OF TRACTS OF EL RANCHO ACRES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 93, PAGE 34 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE SOUTH 01°20'04" EAST, ALONG THE WEST LINE OF SAID TRACTS OF EL RANCHO ACRES, A DISTANCE OF 68.43 FEET TO A POINT OF INTERSECTION WITH THE WEST LINE OF SAID TRACTS OF EL RANCHO ACRES, THENCE EAST ALONG THE WEST LINE OF SAID TRACTS OF EL RANCHO ACRES, THENCE SOUTH 89°37'06" EAST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 143, PAGE 35 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, A DISTANCE OF 2,842.93 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 35, TOWNSHIP 50 SOUTH, RANGE 39 EAST; THENCE SOUTH 89°32'28" WEST, ALONG THE SOUTH LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 35, A DISTANCE OF 860.48 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 35, THENCE NORTH 00°13'54" EAST, ALONG THE WEST LINE OF SAID SECTION 35, A DISTANCE OF 2184.98 FEET TO THE POINT OF BEGINNING.

SAID LAND SITUATE, LYING AND BEING IN THE CITY OF PEMBROKE PINES, BROWARD COUNTY, FLORIDA, CONTAINING 1,891.553 SQUARE FEET (43.4241 ACRES) MORE OR LESS.

DEDICATION
STATE OF FLORIDA) SS
COUNTY OF BROWARD)

KNOW ALL MEN BY THESE PRESENTS THAT DISCOVERY SCHOOLS, INC., A FLORIDA CORPORATION, OWNER OF THE LAND SHOWN HEREON AS FRANKLIN ACADEMY 6-12, HAS CAUSED THE SAME TO BE SURVEYED AND PLATTED, AS SHOWN HEREON, AND DOES HEREBY DEDICATE AS FOLLOWS:

PARCEL A SHOWN HEREON, IS HEREBY RESERVED BY DISCOVERY SCHOOLS, INC., A FLORIDA CORPORATION, ITS HEIRS, SUCCESSORS, AND ASSIGNS, FOR PROPER PURPOSES CONSISTENT WITH THE CURRENT ZONING REGULATIONS OF THE CITY OF PEMBROKE PINES, FLORIDA.

THE INGRESS/EGRESS EASEMENT, AS SHOWN HEREON, IS HEREBY DEDICATED TO THE PUBLIC FOR INGRESS AND EGRESS PURPOSES.

THE ADDITIONAL RIGHT-OF-WAY, AS SHOWN HEREON, IS HEREBY DEDICATED TO THE CITY OF PEMBROKE PINES, FLORIDA FOR ROAD RIGHT-OF-WAY AND ROAD RELATED PURPOSES.

IN WITNESS WHEREOF, THE ABOVE NAMED DISCOVERY SCHOOLS, INC., A FLORIDA CORPORATION, HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS CHIEF EXECUTIVE OFFICER, AND ITS COMPANY SEAL TO BE AFFIXED HERETO, THIS _____ DAY OF _____, 20__.

DISCOVERY SCHOOLS, INC.
A FLORIDA CORPORATION

BY: _____
JON T. ROGERS
ITS CHIEF EXECUTIVE OFFICER

WITNESSES: _____
PRINT NAME: _____
WITNESS: _____
PRINT NAME: _____

ACKNOWLEDGMENT
STATE OF FLORIDA) SS
COUNTY OF BROWARD)

BEFORE ME PERSONALLY APPEARED JON T. ROGERS WHO IS PERSONALLY KNOWN TO ME OR HAS PRODUCED INSTRUMENT AS CHIEF EXECUTIVE OFFICER OF DISCOVERY SCHOOLS, INC., A FLORIDA CORPORATION, AND ACKNOWLEDGED TO AND BEFORE ME THAT HE EXECUTED SUCH INSTRUMENT AS SUCH OFFICER OF SAID CORPORATION, AND THAT THE SEAL AFFIXED TO THE FOREGOING INSTRUMENT IS THE CORPORATE SEAL OF SAID CORPORATION AND THAT IT WAS AFFIXED TO SAID INSTRUMENT BY DUE AND REGULAR CORPORATE AUTHORITY, AND THAT SAID INSTRUMENT IS THE FREE ACT AND DEED OF SAID CORPORATION.

WITNESS MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 20__.

MY COMMISSION EXPIRES: _____
NOTARY PUBLIC _____
PRINT NAME _____

MORTGAGEES CONSENT
STATE OF FLORIDA) SS
COUNTY OF BROWARD)

THE UNDERSIGNED HEREBY CERTIFIES THAT IT IS THE HOLDER OF A MORTGAGE UPON THE PROPERTY DESCRIBED HEREON AND DOES HEREBY JOIN IN AND CONSENT TO THE DEDICATION OF THE LAND DESCRIBED IN SAID DEDICATION BY THE OWNER THEREOF AND AGREES THAT ITS MORTGAGE WHICH IS RECORDED IN OFFICIAL RECORDS BOOK _____ AT PAGE _____ OF THE PUBLIC RECORDS OF _____ COUNTY, FLORIDA, SHALL BE SUBORDINATED TO THE DEDICATION SHOWN HEREON. IN WITNESS WHEREOF, THE SAID CORPORATION HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS VICE PRESIDENT AND ITS CORPORATE SEAL TO BE AFFIXED HEREBY BY AND WITH THE AUTHORITY OF ITS BOARD OF DIRECTORS THIS _____ DAY OF _____, 20__.

WITNESS _____ NAME _____ BY: _____ NAME _____
WITNESS _____ NAME _____ TITLE _____

ACKNOWLEDGMENT
STATE OF FLORIDA) SS
COUNTY OF BROWARD)

BEFORE ME PERSONALLY APPEARED _____ WHO IS PERSONALLY KNOWN TO ME OR HAS PRODUCED INSTRUMENT AS _____ AS IDENTIFICATION, AND WHO IS A CORPORATION AUTHORIZED TO DO BUSINESS IN FLORIDA, AND SEVERALLY ACKNOWLEDGED TO AND BEFORE ME THAT HE EXECUTED SUCH INSTRUMENT AS SUCH OFFICER OF SAID CORPORATION, AND THAT THE SEAL AFFIXED TO THE FOREGOING INSTRUMENT IS THE CORPORATE SEAL OF SAID CORPORATION AND THAT IT WAS AFFIXED TO SAID INSTRUMENT BY DUE AND REGULAR CORPORATE AUTHORITY, AND THAT SAID INSTRUMENT IS THE FREE ACT AND DEED OF SAID CORPORATION.

WITNESS MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 20__.

MY COMMISSION EXPIRES: _____
NOTARY PUBLIC _____

SURVEYOR'S CERTIFICATION
STATE OF FLORIDA) SS
COUNTY OF PALM BEACH)

I HEREBY CERTIFY THAT THE ATTACHED PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS RECENTLY SURVEYED, SUBDIVIDED AND PLATTED UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION, THAT THE SURVEY DATA SHOWN CONFORMS TO THE APPLICABLE REQUIREMENTS OF CHAPTER 177, PART 1, FLORIDA STATUTES, AND WITH THE APPLICABLE FLORIDA STATUTES AS REFERENCED TO COMPLY WITH THE BROWARD COUNTY LAND DEVELOPMENT CODE. THE PERMANENT REFERENCE MONUMENTS (P.R.M.'S) WERE SET IN ACCORDANCE WITH SECTION 177.091 OF SAID CHAPTER 177, ON THIS _____ DAY OF _____, 20__ A.D. THE BENCHMARKS SHOWN ARE REFERENCED TO NATIONAL GEODETIC VERTICAL DATUM OF 1929 IN CONFORMITY WITH STANDARDS ADOPTED BY THE NATIONAL OCEAN SURVEY FOR THIRD ORDER CONTROL STANDARDS.

DAVID P. LINDLEY
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NO. 5005
CERTIFICATE OF AUTHORIZATION NO. 3591
7900 GLADES ROAD SUITE 100
BOCA RATON, FL. 33434

DATE: _____

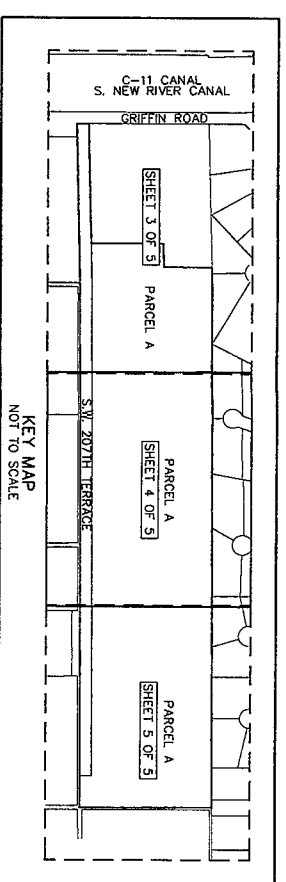
DISCOVERY SCHOOLS, INC. DISCOVERY SCHOOLS, INC. MORTGAGE MORTGAGE SURVEYOR
MORTGAGE NOTARY MORTGAGE NOTARY SURVEYOR

THIS INSTRUMENT PREPARED BY
DAVID P. LINDLEY

CAULFIELD and WHEELER, INC.
OF
SURVEYORS - ENGINEERS - PLANNERS
7900 GLADES ROAD, SUITE 100
BOCA RATON, FLORIDA 33434
OFFICE (561) 392-1591 FAX (561) 750-1492
CERTIFICATE OF AUTHORIZATION NO. LB 3591
SEPTEMBER - 2013

FRANKLIN ACADEMY 6-12

A REPLAT OF TRACTS 8, 9, 24, 25 AND A PORTION OF TRACTS 56 AND 57, LYING SOUTH OF THE SOUTH RIGHT-OF-WAY LINE OF GRIFFIN ROAD, TOGETHER WITH THE ADJACENT 10 FOOT WIDE ROAD RIGHTS-OF-WAY, IN SECTIONS 26 AND 35, TOWNSHIP 50 SOUTH, RANGE 39 EAST, EVERGLADES LAND COMPANY SUBDIVISION, AS RECORDED IN PLAT BOOK 2, PAGE 1 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, LYING IN THE CITY OF PEMBROKE PINES, BROWARD COUNTY, FLORIDA.



CITY OF PEMBROKE PINES PLANNING AND ECONOMIC DEVELOPMENT DIVISION
THIS PLAT WAS APPROVED BY THE CITY OF PEMBROKE PINES, FLORIDA, PLANNING AND ECONOMIC DEVELOPMENT DIVISION, _____ DAY OF _____ 201__.

BY: _____ DIRECTOR

CITY OF PEMBROKE PINES PLANNING AND ZONING BOARD
THIS IS TO CERTIFY THAT THE CITY PLANNING AND ZONING BOARD OF THE CITY OF PEMBROKE PINES, FLORIDA, HAS HEREBY APPROVED AND ACCEPTED THIS PLAT THIS _____ DAY OF _____ 201__.

BY: _____ CHAIRPERSON

CITY OF PEMBROKE PINES CITY COMMISSION
STATE OF FLORIDA
COUNTY OF BROWARD SS
THIS IS TO CERTIFY THAT THIS PLAT WAS ACCEPTED AND APPROVED FOR RECORD BY THE CITY COMMISSION OF THE CITY OF PEMBROKE PINES, FLORIDA, THIS _____ DAY OF _____ 201__ A.D.

NO BUILDING PERMITS SHALL BE ISSUED FOR THE CONSTRUCTION, EXPANSION, AND/OR CONVERSION OF A BUILDING WITHIN THIS PLAT UNTIL SUCH TIME AS THE DEVELOPER PROVIDES THIS MUNICIPALITY WITH WRITTEN CONFIRMATION FROM BROWARD COUNTY THAT ALL APPLICABLE IMPACT FEES HAVE BEEN PAID OR ARE NOT DUE.

BY: _____ MAYOR

CITY OF PEMBROKE PINES ENVIRONMENTAL SERVICES DIVISION
THIS PLAT WAS APPROVED BY THE CITY OF PEMBROKE PINES, FLORIDA, ENVIRONMENTAL SERVICES DIVISION, _____ DAY OF _____ 201__.

BY: _____ ENVIRONMENTAL SERVICES DIVISION

BROWARD COUNTY PLANNING COUNCIL
THIS IS TO CERTIFY THAT THE BROWARD COUNTY PLANNING COUNCIL APPROVED THIS PLAT SUBJECT TO ITS COMPLIANCE WITH THE DEDICATION OF RIGHTS-OF-WAY FOR TRAFFIC-WAYS THIS _____ DAY OF _____ 201__.

BY: _____ CHAIRPERSON

THIS PLAT COMPLES WITH THE APPROVAL OF THE BROWARD COUNTY PLANNING COUNCIL OF THE ABOVE DATE AND IS APPROVED AND ACCEPTED FOR RECORD THIS _____ DAY OF _____ 201__.

BY: _____ EXECUTIVE DIRECTOR OR DESIGNEE

BROWARD COUNTY FINANCE AND ADMINISTRATIVE SERVICES DEPARTMENT, COUNTY RECORDS DIVISION - RECORDING SECTION
THIS PLAT WAS FILED FOR RECORD THIS _____ DAY OF _____ 201__ AND RECORDED IN PLAT BOOK _____ PAGES _____ THROUGH _____ RECORD VERIFIED.

ATTEST: BERTHA HENRY
COUNTY ADMINISTRATOR

BY: _____ DEPUTY

BROWARD COUNTY FINANCE AND ADMINISTRATIVE SERVICES DEPARTMENT, COUNTY RECORDS DIVISION - MINUTES SECTION
THIS IS TO CERTIFY THAT THIS PLAT COMPLES WITH THE PROVISIONS OF CHAPTER 177, F.S. AND IS HEREBY RECORDED BY THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA, THIS _____ DAY OF _____ 201__ A.D.

ATTEST: BERTHA HENRY
COUNTY ADMINISTRATOR

BY: _____ DEPUTY
BY: _____ MAYOR
COUNTY COMMISSION

BROWARD COUNTY HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION
THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY WITH CHAPTER 177, PART 1, FLORIDA STATUTES AND IS APPROVED AND ACCEPTED FOR RECORDATION.

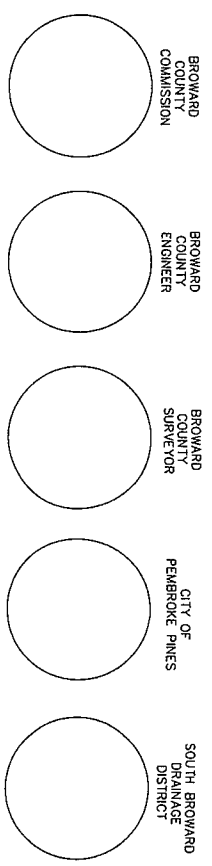
BY: _____ DATE _____
RICHARD TORNESE, DIRECTOR
FLORIDA PROFESSIONAL ENGINEER
REGISTRATION NO. 40263

BROWARD COUNTY ENVIRONMENTAL PROTECTION AND GROWTH MANAGEMENT DEPARTMENT
THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN APPROVED AND ACCEPTED FOR RECORD THIS _____ DAY OF _____ 201__.

BY: _____ DIRECTOR/DESIGNEE

SOUTH BROWARD DRAINAGE DISTRICT
THIS PLAT IS APPROVED AND ACCEPTED FOR RECORD BY THE SOUTH BROWARD DRAINAGE DISTRICT.

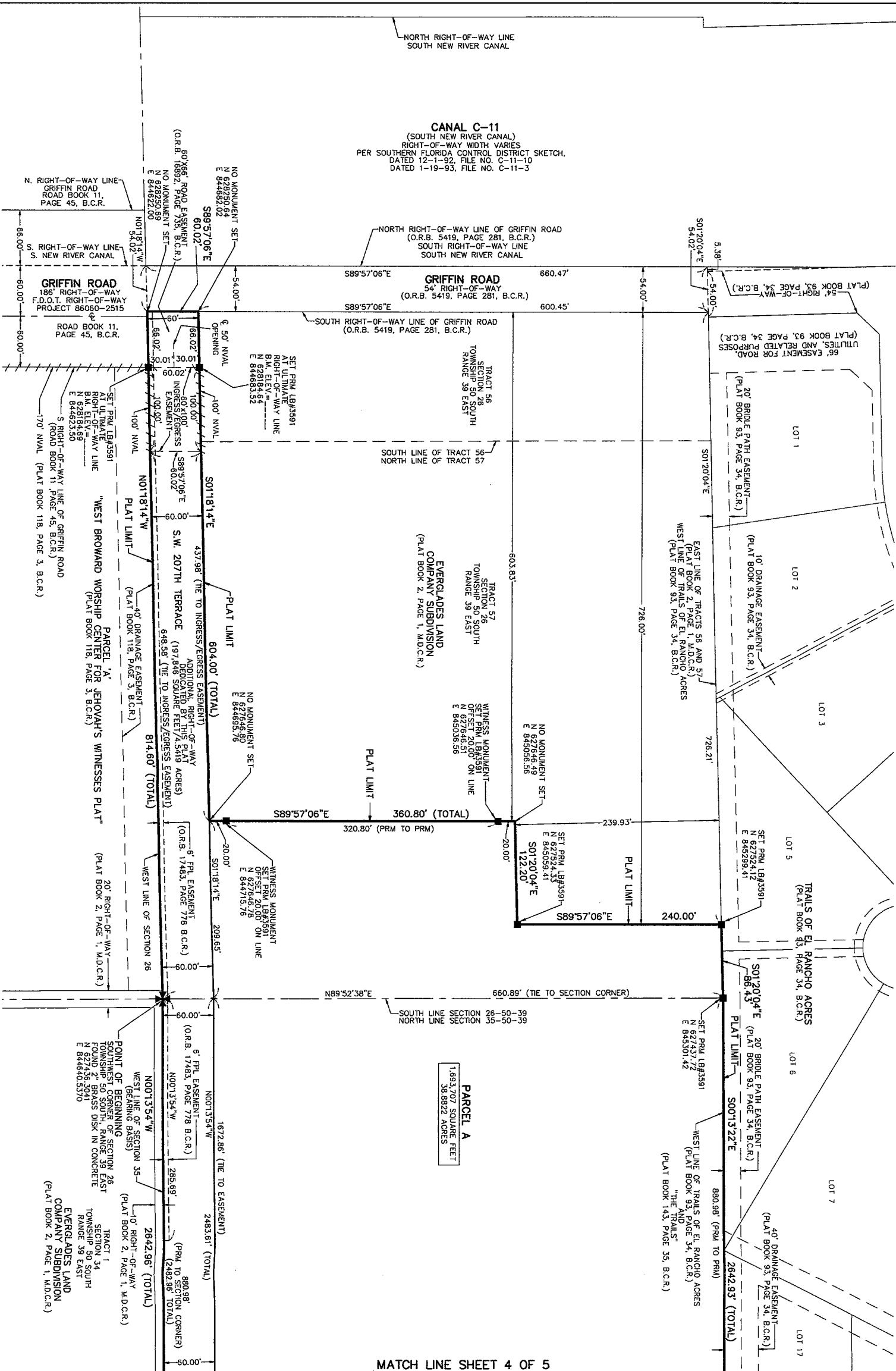
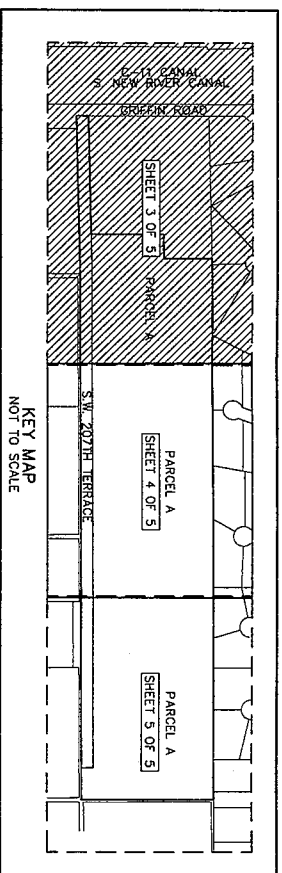
BY: _____ SUPERVISOR
DATE: _____
BY: _____ DISTRICT DIRECTOR
DATE: _____



FRANKLIN ACADEMY 6-12

A REPLAT OF TRACTS 8, 9, 24, 25 AND A PORTION OF TRACTS 56 AND 57, LYING SOUTH OF THE SOUTH RIGHT-OF-WAY LINE OF GRIFFIN ROAD, TOGETHER WITH THE ADJACENT ROAD RIGHTS-OF-WAY, IN SECTIONS 26 AND 35, TOWNSHIP 50 SOUTH, RANGE 39 EAST, EVERGLADES LAND COMPANY SUBDIVISION, AS RECORDED IN PLAT BOOK 2, PAGE 1 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, LYING IN THE CITY OF PEMBROKE PINES, BROWARD COUNTY, FLORIDA.

- LEGEND/ABBREVIATIONS**
- 1) B.C.R. - BROWARD COUNTY RECORDS
 - 2) B.M. ELEV. - DENOTES BENCHMARK ELEVATION
 - 3) PRM - INDICATES SET 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT WITH ALUMINUM DISK STAMPED LB3591 UNLESS OTHERWISE NOTED.
 - 4) O.R.B. - OFFICIAL RECORDS BOOK
 - 5) F.P.L. - FLORIDA POWER & LIGHT CO.
 - 6) M.D.C.R. - MIAMI-DADE COUNTY RECORDS
 - 7) N - DENOTES STATE PLANE COORDINATE NORTHING IN U.S. SURVEY FEET
 - 8) E - DENOTES STATE PLANE COORDINATE EASTING IN U.S. SURVEY FEET
 - 9) ---NVA--- - NON-VEHICULAR ACCESS LINE
 - 10) - - - - - DENOTES CENTERLINE



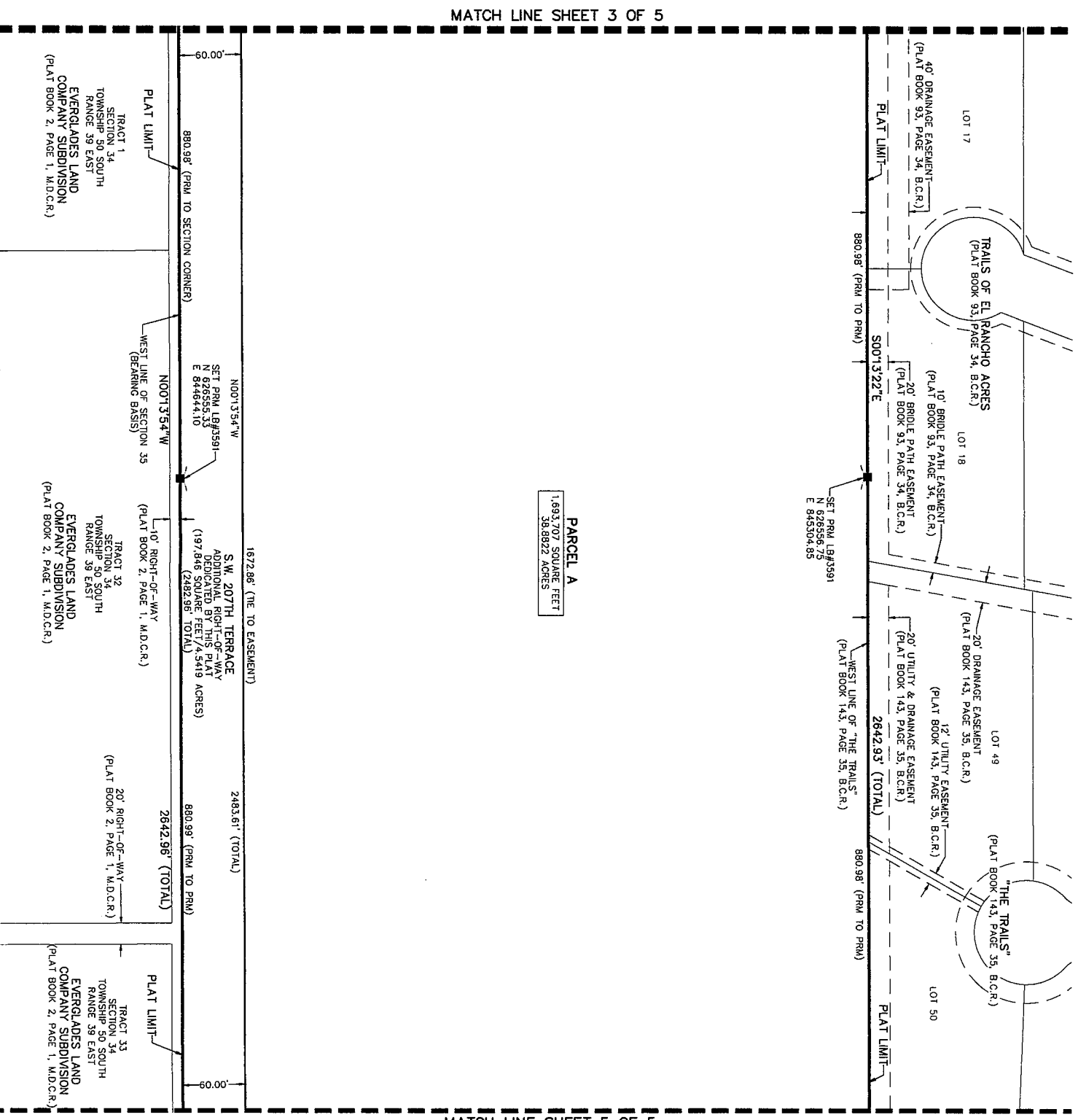
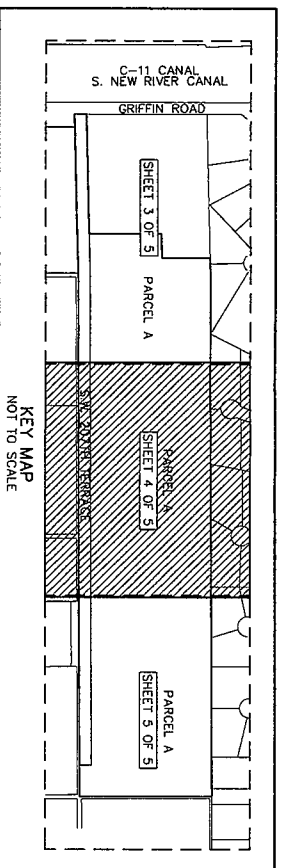
MATCH LINE SHEET 4 OF 5

- SURVEYOR'S NOTES:**
- 1) "NOTICE" THIS PLAT AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS BE DESCRIBED HEREON AND WILL IN NO CIRCUMSTANCES BE CONSIDERED AS A SUBSTITUTE FOR THE ORIGINAL SURVEYING FIELD NOTES. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
 - 2) THIS PLAT IS RESTRICTED TO 178,000 SQUARE FEET OF SECONDARY SCHOOL USE, NO PRESCHOOL/DAYCARE, AND ELEMENTARY SCHOOL USE. THE BOARD OF COUNTY COMMISSIONERS WHO SHALL REVIEW AND ADDRESS THESE USES FOR INCREASED IMPACTS.
 - 3) ANY STRUCTURE WITHIN THIS PLAT MUST COMPLY WITH SECTION 163.07, F.S., WHICH PROVIDES FOR THE REQUIREMENTS OF THE BROWARD COUNTY LAND USE PLAN, REGARDING HAZARDOUS TO AIR NAVIGATION.
 - 4) THIS NOTE IS REQUIRED BY CHAPTER 5, ARTICLE IX, BROWARD COUNTY CODE OF ORDINANCES, AND MAY BE AMENDED BY APPROVAL OF THE BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS. ANY AMENDMENTS TO THIS NOTE THAT ARE SUBJECT TO THE APPROVED DEVELOPMENT LEVEL FOR PROPERTY LOCATED WITHIN THE PLAT AND DO NOT OPERATE AS A RESTRICTION IN FAVOR OF ANY PROPERTY OWNER INCLUDING AN OWNER OR OWNERS OF PROPERTY WITHIN THIS PLAT WHO TOOK TITLE TO THE PROPERTY WITH REFERENCE TO THIS PLAT.
 - 5) IF A BUILDING PERMIT FOR A PRINCIPAL BUILDING (EXCLUDING DRY MODEL, SALES AND CONSTRUCTION OFFICES) AND FIRST INSPECTION APPROVAL ARE NOT ISSUED BY FROM THE DATE OF APPROVAL OF THIS PLAT BY BROWARD COUNTY, THEN THE COUNTY'S FINDING OF ADEQUACY SHALL EXPIRE AND NO ADDITIONAL BUILDING PERMITS SHALL BE ISSUED UNLESS THE APPLICATION SATISFIES THE ADEQUACY REQUIREMENTS SET FORTH WITHIN THE BROWARD COUNTY LAND DEVELOPMENT CODE. THE OWNER OF THE PROPERTY SHALL BE RESPONSIBLE FOR PROVIDING EVIDENCE TO BROWARD COUNTY FROM THE APPROPRIATE GOVERNMENTAL ENTITY, DOCUMENTING COMPLIANCE WITH THIS REQUIREMENT WITHIN THE ABOVE REFERENCED THE FRAME, AND/OR
 - 6) IF PROJECT WATER LINES, SEWER LINES, DRAINAGE, AND THE ROCK BASE FOR INTERNAL ROADS ARE NOT SUBSTANTIALLY COMPLETED BY 10/01/2019, WHICH DATE IS FIVE (5) YEARS FROM THE DATE OF APPROVAL OF THIS PLAT BY BROWARD COUNTY, THEN THE COUNTY'S FINDING OF ADEQUACY SHALL EXPIRE AND NO ADDITIONAL BUILDING PERMITS SHALL BE ISSUED UNLESS THE APPLICATION SATISFIES THE ADEQUACY REQUIREMENTS SET FORTH WITHIN THE BROWARD COUNTY LAND DEVELOPMENT CODE. THIS REQUIREMENT MAY BE SATISFIED FOR A PHASE OF THE ORDER BY BROWARD COUNTY IF THE OWNER OF THE PROPERTY HAS BEEN RESPONSIBLE FOR PROVIDING EVIDENCE TO BROWARD COUNTY FROM THE APPROPRIATE GOVERNMENTAL ENTITY, DOCUMENTING COMPLIANCE WITH THIS REQUIREMENT WITHIN THE ABOVE REFERENCED THE FRAME.
 - 7) BENCHMARK ELEVATIONS SHOWN HEREON ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 AND WERE ESTABLISHED FROM BENCHMARKS SUPPLIED BY THE BROWARD COUNTY ENGINEERING DEPARTMENT. BENCHMARK #5755: X CUT IN N.W. CORNER OF CATCH BASIN RIM AT RESIDENCE #4841, 6' WEST OF THE WEST EDGE OF PAVEMENT OF 195TH LANE, 0.2 MILES SOUTH OF GRIFFIN ROAD ELEVATION = 5.089.
 - 8) BEARINGS AND CORNERS SHOWN HEREON ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 AND WERE ESTABLISHED FROM BENCHMARKS SUPPLIED BY THE BROWARD COUNTY ENGINEERING DEPARTMENT. BENCHMARK #5755: X CUT IN N.W. CORNER OF CATCH BASIN RIM AT RESIDENCE #4841, 6' WEST OF THE WEST EDGE OF PAVEMENT OF 195TH LANE, 0.2 MILES SOUTH OF GRIFFIN ROAD ELEVATION = 5.089.
 - 9) THE FOLLOWING NOTE IS REQUIRED BY THE BROWARD COUNTY ENGINEERING DEPARTMENT TO CHAPTER 177.081, SUBSECTION (2b), F.S.:
PLATTED UTILITY EASEMENTS ARE ALSO EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES PROVIDED, HOWEVER, NO SUCH EASEMENTS SHALL INTERFERE WITH THE INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE INSTALLATION, MAINTENANCE, AND OPERATION OF OTHER PUBLIC UTILITIES. IN THE EVENT A CABLE TELEVISION SERVICE PROVIDER WANTS TO INSTALL A CABLE TELEVISION SERVICE WITHIN THE PLAT, THE SERVICE PROVIDER SHALL BE SOLELY RESPONSIBLE FOR THE DANGERS AND RISKS OF SUCH SERVICE. THE SERVICE PROVIDER SHALL NOT APPLY TO PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY, SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE APPLICABLE CODES AND REGULATIONS AND THE FLORIDA PUBLIC SERVICE COMMISSION.

FRANKLIN ACADEMY 6-12

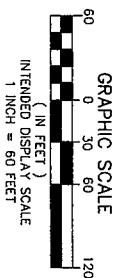
A REPLAT OF TRACTS 8, 9, 24, 25 AND A PORTION OF THE SOUTH RIGHT-OF-WAY LINE OF GRIFFIN ROAD, TOGETHER WITH THE ADJACENT 10 FOOT WIDE ROAD RIGHTS-OF-WAY, IN SECTIONS 26 AND 35, TOWNSHIP 50 SOUTH, RANGE 39 EAST, EVERGLADES LAND COMPANY SUBDIVISION, AS RECORDED IN PLAT BOOK 2, PAGE 1 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, LING IN THE CITY OF EMBROKE PINES, BROWARD COUNTY, FLORIDA.

- LEGEND/ABBREVIATIONS**
- 1) B.C.R. - BROWARD COUNTY RECORDS
 - 2) B.M. ELEV. - DENOTES BENCHMARK ELEVATION
 - 3) PRM - INDICATES SET 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT WITH ALUMINUM DISK STAMPED LB3591 UNLESS OTHERWISE NOTED.
 - 4) O.R.B. - OFFICIAL RECORDS BOOK
 - 5) F.P.L. - FLORIDA POWER & LIGHT CO.
 - 6) M.D.C.R. - MIAMI-DADE COUNTY RECORDS
 - 7) N = DENOTES STATE PLANE COORDINATE NORTHING IN U.S. SURVEY FEET
 - 8) E = DENOTES STATE PLANE COORDINATE EASTING IN U.S. SURVEY FEET
 - 9) --- NVAL --- NON-VEHICULAR ACCESS LINE
 - 10) --- DENOTES CENTERLINE



MATCH LINE SHEET 3 OF 5

MATCH LINE SHEET 5 OF 5



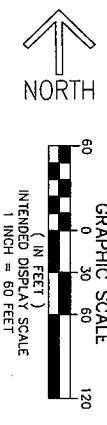
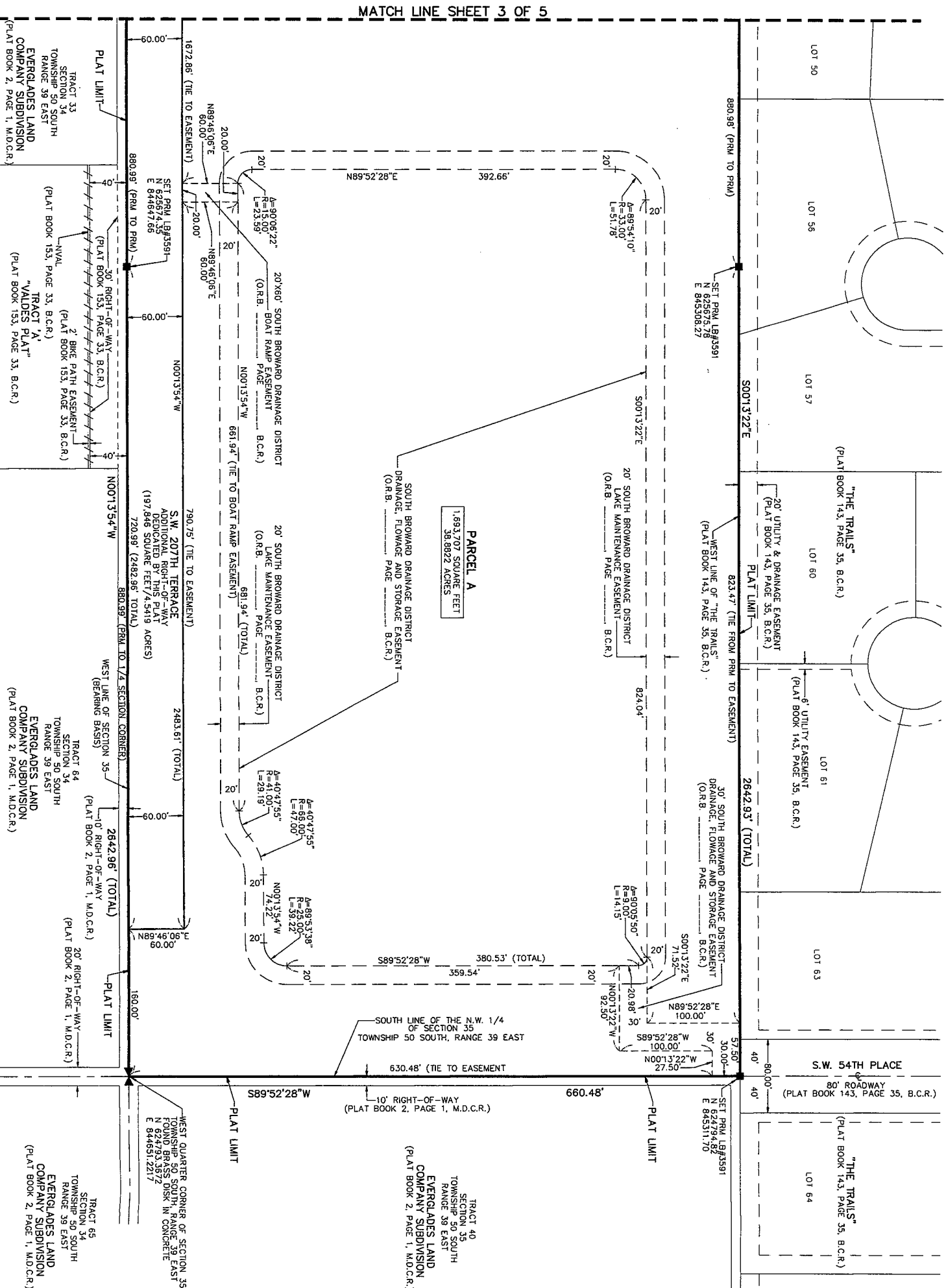
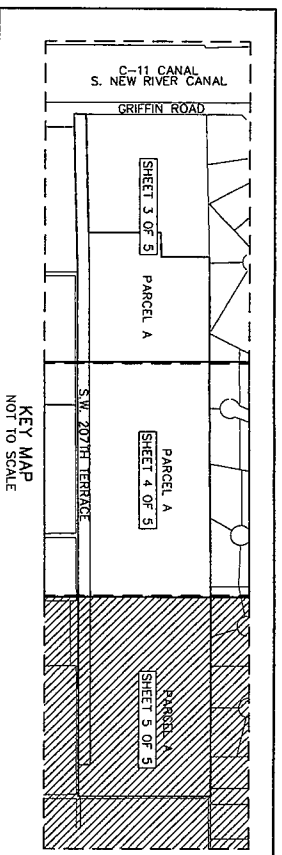
SURVEYOR'S NOTES:

- 1) "NOTICE" THIS PLAT AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREON AND WILL IN NO CIRCUMSTANCES BE CONSIDERED A SUBSTITUTE FOR THE ORIGINAL SURVEY. A DIGITAL FORM OF THE PLAT IS AVAILABLE FOR VIEWING AT THE PUBLIC RECORDS OF THIS COUNTY. RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
- 2) THIS PLAT IS RESTRICTED TO 178,000 SQUARE FEET OF SECONDARY SCHOOL USE. NO PRESCHOOL/DAYCARE AND ELEMENTARY SCHOOL USE IS PERMITTED. THE COUNTY COMMISSIONERS WHO SHALL REVIEW AND ADDRESS THESE USES FOR INCREASED IMPACTS.
- 3) ANY STRUCTURE WITHIN THIS PLAT MUST COMPLY WITH SECTION 160.01(1) DEVELOPMENT REVIEW REQUIREMENTS OF THE BROWARD COUNTY LAND USE PLAN, REGARDING HALOS TO AIR NAVIGATION.
- 4) IF A BUILDING PERMIT FOR A PRINCIPAL BUILDING (EXCLUDING DRY MODEL, SALES AND CONSTRUCTION OFFICES) AND FIRST INSPECTION APPROVAL ARE NOT ISSUED BY 2019, WHICH DATE IS FIVE (5) YEARS FROM THE DATE OF APPROVAL OF THIS PLAT BY BROWARD COUNTY, THEN THE COUNTY'S FINDING OF ADEQUACY SHALL EXPIRE AND NO ADDITIONAL BUILDING PERMITS SHALL BE ISSUED UNLESS THE COUNTY'S FINDING OF ADEQUACY IS REAFFIRMED BY THE COUNTY ENGINEERING DEPARTMENT. THE APPLICATION SATISFIES THE ADEQUACY REQUIREMENTS SET FORTH WITHIN THE BROWARD COUNTY LAND DEVELOPMENT CODE. THE OWNER OF THE PROPERTY SHALL BE RESPONSIBLE FOR PROVIDING EVIDENCE TO BROWARD COUNTY FROM THE APPROPRIATE GOVERNMENTAL ENTITY, DOCUMENTING COMPLIANCE WITH THIS REQUIREMENT WITHIN THE ABOVE REFERENCED TIME FRAME, AND/OR
- 5) IF PROJECT WATER LINES, SEWER LINES, DRAINAGE, AND THE ROCK BASE FOR INTERNAL ROADS ARE NOT SUBSTANTIALLY COMPLETED BY 2019, WHICH DATE IS FIVE (5) YEARS FROM THE DATE OF APPROVAL OF THIS PLAT BY BROWARD COUNTY, THEN THE COUNTY'S FINDING OF ADEQUACY SHALL EXPIRE AND NO ADDITIONAL BUILDING PERMITS SHALL BE ISSUED UNLESS THE COUNTY'S FINDING OF ADEQUACY IS REAFFIRMED BY THE COUNTY ENGINEERING DEPARTMENT. THE APPLICATION SATISFIES THE ADEQUACY REQUIREMENTS SET FORTH WITHIN THE BROWARD COUNTY LAND DEVELOPMENT CODE. THIS REQUIREMENT MAY BE SATISFIED FOR A PHASE OF THE PROJECT BY PROVIDING EVIDENCE TO BROWARD COUNTY FROM THE APPROPRIATE GOVERNMENTAL ENTITY, DOCUMENTING COMPLIANCE WITH THIS REQUIREMENT WITHIN THE ABOVE REFERENCED TIME FRAME.
- 6) BENCHMARK ELEVATIONS SHOWN HEREON ARE BASED ON THE NATIONAL GEODETIC DATUM OF 1929 AND WERE ESTABLISHED FROM BENCHMARKS SUPPLIED BY THE BROWARD COUNTY ENGINEERING DEPARTMENT; BENCHMARK #3755: X CUT IN N.W. CORNER OF CATCH BASIN RIM AT RESIDENCE #4841, 6' WEST OF THE WEST EDGE OF PLACEMENT OF 198TH LANE, 0.2 MILES SOUTH OF GRIFFIN ROAD. ELEVATION = 51.089.
- 7) BEARINGS AND CORONAS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, TRANSVERSE MERCATOR, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (1990 ADJUSTMENT), WITH THE WEST LINE OF SECTION 35, TOWNSHIP 50 SOUTH RANGE 39 EAST HAVING A BEARING OF NORTH 001°35'4" WEST AS DERIVED FROM THE STORER-KEITH RESURVEY OF TOWNSHIP 50 SOUTH, RANGE 39 EAST, RECORDED IN MISCELLANEOUS MAP BOOK 4, PAGE 21 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
- 8) THE FOLLOWING NOTE IS REQUIRED BY THE BROWARD COUNTY ENGINEERING DEPARTMENT TO CHAPTER 177.091, SUBSECTION (2b), FLORIDA STATUTES.
PLATED UTILITY EASEMENTS ARE ALSO EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES. PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY, SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE MAINTENANCE AND OPERATION STANDARDS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.

FRANKLIN ACADEMY 6-12

A REPLAT OF TRACTS 8, 9, 24, 25 AND A PORTION OF THE SOUTH RIGHT-OF-WAY LINE OF GRIFFIN ROAD, TOGETHER WITH THE ADJACENT 10 FOOT WIDE ROAD RIGHTS-OF-WAY, IN SECTIONS 26 AND 35, TOWNSHIP 50 SOUTH, RANGE 39 EAST, EVERGLADES LAND COMPANY SUBDIVISION, AS RECORDED IN PLAT BOOK 2, PAGE 1 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, LINGING IN THE CITY OF PEMBROKE PINES, BROWARD COUNTY, FLORIDA.

- LEGEND/ABBREVIATIONS**
- 1) B.C.R. - BROWARD COUNTY RECORDS
 - 2) B.M. ELEV. - DENOTES BENCHMARK ELEVATION
 - 3) PRM - INDICATES SET 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT WITH ALUMINUM DISK STAMPED LB3591 UNLESS OTHERWISE NOTED.
 - 4) O.R.B. - OFFICIAL RECORDS BOOK
 - 5) F.P.L. - FLORIDA POWER & LIGHT CO.
 - 6) M.D.C.R. - MIAMI-DADE COUNTY RECORDS
 - 7) N = DENOTES STATE PLANE COORDINATE NORTHING IN U.S. SURVEY FEET
 - 8) E = DENOTES STATE PLANE COORDINATE EASTING IN U.S. SURVEY FEET
 - 9) ---/---/--- = TYPICAL NON-VEHICULAR ACCESS LINE
 - 10) ---/---/--- = DENOTES CENTERLINE



SURVEYOR'S NOTES:

- 1) "NOTICE" THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREON AND WILL IN NO CIRCUMSTANCES BE SUPERSEDED OR MODIFIED BY ANY OTHER GRAPHIC OR SURVEY INSTRUMENT. THE SURVEYOR'S RESPONSIBILITY IS TO IDENTIFY AND RECORD ALL EASEMENTS, RIGHTS, AND RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
- 2) THIS PLAT IS RESTRICTED TO 176,000 SQUARE FEET OF SECONDARY SCHOOL USE. NO PRESCHOOL/DAYCARE AND ELEMENTARY SCHOOL USE IS PERMITTED WITHOUT THE WRITTEN APPROVAL OF THE BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS. THE NOTATION AND ANY AMENDMENTS TO THIS PLAT SHALL BE MADE BY A SUBSEQUENT INSTRUMENT. THE OWNER OF THE PROPERTY SHALL BE RESPONSIBLE FOR PROVIDING EVIDENCE TO BROWARD COUNTY INCLUDING AN OWNER OR OWNERS OF PROPERTY WITHIN THIS PLAT WHO TOOK TITLE TO THE PROPERTY WITH REFERENCE TO THIS PLAT.
- 3) THIS NOTE IS REQUIRED BY CHAPTER 5, ARTICLE IX, BROWARD COUNTY CODE OF ORDINANCES, AND MAY BE AMENDED BY APPROVAL OF THE BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS. THE NOTATION AND ANY AMENDMENTS TO THIS PLAT SHALL BE MADE BY A SUBSEQUENT INSTRUMENT. THE OWNER OF THE PROPERTY SHALL BE RESPONSIBLE FOR PROVIDING EVIDENCE TO BROWARD COUNTY INCLUDING AN OWNER OR OWNERS OF PROPERTY WITHIN THIS PLAT WHO TOOK TITLE TO THE PROPERTY WITH REFERENCE TO THIS PLAT.
- 4) IF A BUILDING PERMIT FOR A PRINCIPAL BUILDING (EXCLUDING DRY MODELS, SALES AND CONSTRUCTION OFFICES) AND FIRST INSPECTION APPROVAL, ARE NOT ISSUED BY FROM THE DATE OF APPROVAL OF THIS PLAT BY BROWARD COUNTY, THEN THE COUNTY'S FINDING OF ADEQUACY SHALL EXPIRE AND NO ADDITIONAL BUILDING PERMITS SHALL BE ISSUED UNTIL THE ADEQUACY REQUIREMENTS SET FORTH WITHIN THIS PLAT ARE SATISFIED. THE ADEQUACY REQUIREMENTS SET FORTH WITHIN THIS PLAT SHALL BE SATISFIED BY THE SUBSEQUENT INSTRUMENT THAT THE APPLICATION MAKES THE ADEQUACY REQUIREMENTS SET FORTH WITHIN THE BROWARD COUNTY LAND DEVELOPMENT CODE. THIS REQUIREMENT MAY BE SATISFIED FOR A PHASE OF THE PROJECT PROVIDING A PHASING PLAN HAS BEEN APPROVED BY BROWARD COUNTY. THE ADEQUACY REQUIREMENTS SET FORTH WITHIN THIS PLAT SHALL BE SATISFIED BY THE SUBSEQUENT INSTRUMENT THAT THE APPLICATION MAKES THE ADEQUACY REQUIREMENTS SET FORTH WITHIN THE BROWARD COUNTY LAND DEVELOPMENT CODE. THIS REQUIREMENT MAY BE SATISFIED FOR A PHASE OF THE PROJECT PROVIDING A PHASING PLAN HAS BEEN APPROVED BY BROWARD COUNTY. THE ADEQUACY REQUIREMENTS SET FORTH WITHIN THIS PLAT SHALL BE SATISFIED BY THE SUBSEQUENT INSTRUMENT THAT THE APPLICATION MAKES THE ADEQUACY REQUIREMENTS SET FORTH WITHIN THE BROWARD COUNTY LAND DEVELOPMENT CODE. THIS REQUIREMENT MAY BE SATISFIED FOR A PHASE OF THE PROJECT PROVIDING A PHASING PLAN HAS BEEN APPROVED BY BROWARD COUNTY.
- 5) IF PROJECT WATER LINES, SEWER LINES, DRAINAGE, AND THE ROCK BASE FOR INTERNAL ROADS ARE NOT SUBSTANTIALLY COMPLETED BY _____, 2019, WHICH DATE IS FIVE (5) YEARS FROM THE DATE OF APPROVAL OF THIS PLAT BY BROWARD COUNTY, THEN THE COUNTY'S FINDING OF ADEQUACY SHALL EXPIRE AND NO ADDITIONAL BUILDING PERMITS SHALL BE ISSUED UNTIL THE ADEQUACY REQUIREMENTS SET FORTH WITHIN THIS PLAT ARE SATISFIED. THE ADEQUACY REQUIREMENTS SET FORTH WITHIN THIS PLAT SHALL BE SATISFIED BY THE SUBSEQUENT INSTRUMENT THAT THE APPLICATION MAKES THE ADEQUACY REQUIREMENTS SET FORTH WITHIN THE BROWARD COUNTY LAND DEVELOPMENT CODE. THIS REQUIREMENT MAY BE SATISFIED FOR A PHASE OF THE PROJECT PROVIDING A PHASING PLAN HAS BEEN APPROVED BY BROWARD COUNTY. THE ADEQUACY REQUIREMENTS SET FORTH WITHIN THIS PLAT SHALL BE SATISFIED BY THE SUBSEQUENT INSTRUMENT THAT THE APPLICATION MAKES THE ADEQUACY REQUIREMENTS SET FORTH WITHIN THE BROWARD COUNTY LAND DEVELOPMENT CODE. THIS REQUIREMENT MAY BE SATISFIED FOR A PHASE OF THE PROJECT PROVIDING A PHASING PLAN HAS BEEN APPROVED BY BROWARD COUNTY.
- 6) BENCHMARK ELEVATIONS SHOWN HEREON ARE BASED ON THE NATIONAL DATUM OF 1988. THE BENCHMARKS SUPPLIED BY THE BROWARD COUNTY ENGINEERING DEPARTMENT: BENCHMARK #3755: X CUT IN N.W. CORNER OF CATCH BASIN RIM AT RESIDENCE #4841, 6' WEST OF THE WEST EDGE OF PAVEMENT OF 198TH LANE, 0.2 MILES SOUTH OF GRIFFIN ROAD. ELEVATION = 50.89.
- 7) BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE NATIONAL DATUM OF 1988. THE BENCHMARKS SUPPLIED BY THE BROWARD COUNTY ENGINEERING DEPARTMENT: BENCHMARK #3755: X CUT IN N.W. CORNER OF CATCH BASIN RIM AT RESIDENCE #4841, 6' WEST OF THE WEST EDGE OF PAVEMENT OF 198TH LANE, 0.2 MILES SOUTH OF GRIFFIN ROAD. ELEVATION = 50.89.
- 8) THE FOLLOWING NOTE IS REQUIRED BY THE BROWARD COUNTY SURVEYOR PURSUANT TO CHAPTER 177.091, SUBSECTION (26), FLORIDA STATUTES.
PLATED UTILITY EASEMENTS ARE ALSO EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES PROVIDED BY THE BROWARD COUNTY ENGINEERING DEPARTMENT. THE BROWARD COUNTY ENGINEERING DEPARTMENT SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY IN THE EVENT OF A CABLE TELEVISION CONSTRUCTION. THE BROWARD COUNTY ENGINEERING DEPARTMENT SHALL BE SOLELY RESPONSIBLE FOR THE CABLE TELEVISION CONSTRUCTION. THE BROWARD COUNTY ENGINEERING DEPARTMENT DOES NOT APPLY TO PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE FLORIDA PUBLIC UTILITY SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.

89469400

NOJOSY.AGR
9/22/89

INDEMNIFICATION/MAINTENANCE AGREEMENT

This Agreement, made and entered into this 31st day of October, 1989, by and between South Broward Drainage District, a political subdivision of the State of Florida, hereinafter referred to as "District", and Nojosy Corp., a Florida Corporation, qualified to do business in the State of Florida, hereinafter referred to as the "Developer".

W I T N E S S E T H:

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

WHEREAS, Nojosy Corp. is the Owner and Developer of a parcel of property within the boundaries of the District and desires to develop this property which is described in Exhibit "1" to this agreement and is hereinafter referred to as "Subject Property"; and

WHEREAS, the Developer proposes to construct improvements to the Subject Property as shown on engineering plans for Job No. 802 prepared by C.J. Simandl, P.E., hereinafter referred to as "plans". These improvements will include construction of four (4) circular lakes; and

WHEREAS, the District requires that drainage easements, lake and flowage/retention easements and lake/maintenance easements to be dedicated to the District on the Subject Property for drainage purposes. The legal descriptions of these easements which are to be dedicated to the District for drainage purposes and designated as a drainage/flowage easement is attached as Exhibit "2", to this agreement, hereinafter called "easements"; and

WHEREAS, as part of the District's S-10 drainage basin, the Developer proposes to provide drainage for the Property lying west of Subject Property through the easements located on Subject property and to also provide drainage for the Subject property through the easements located on Subject Property; and

WHEREAS, as part of this development and as required by the

RETURN TO
DOUGLAS R. BELL, ESQUIRE
Cumberland Bldg., Suite 601 ← Prepared By:
800 E. Broward Boulevard
Ft. Lauderdale, FL 33301

89 NOV 22 AM 11 17

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United States Army Corps of Engineers and the South Florida Water Management District, the Developer proposes to construct littoral areas within the easements described in Exhibit "2" for the purpose of maintaining wetland type areas. The legal description of the areas which have been designated as littoral areas are described in Exhibit "3" to this agreement; and

WHEREAS, the Developer acknowledges its responsibility to maintain the easements and littoral areas and furthermore agrees to maintain the easements and littoral areas at the Developer's expense in accordance with the requirements of the District; and

WHEREAS, the Developer acknowledges its responsibility to and agrees to maintain at all times the proposed drainage system which will be constructed by the Developer within the easements;

and

WHEREAS, the Developer has submitted to the District an application for permit for construction of the proposed lakes and associated drainage system hereinafter referred to as "improvements" within the easements including construction of the littoral areas on the property described in Exhibit "3"; and

WHEREAS, before construction and development of the property described in Exhibit "1" can begin, the District requires that a permit be issued by the District to Developer for this construction and that the easements dedicated to the District; and

WHEREAS, before the District will issue a permit to the Developer for this construction, the District requires Developer to enter into this agreement; and

WHEREAS, the District as a condition of issuing a permit, requires the Developer to indemnify and hold harmless the District from any and all liability as a result of the construction placement and maintenance of vegetation associated with the littoral areas on the property described in Exhibit "3" and described herein and as shown on the plans.

WHEREAS, the Developer is agreeable to entering into this indemnification and hold harmless agreement and to be responsible for any and all damage and expenses incurred by the District as a result of the District agreeing to the issuance of a permit for construction of the improvements described herein and all

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other matters stated in this agreement; and

WHEREAS, District and the Developer are desirous of entering into an agreement to provide for construction and maintenance of the improvements described herein lying within the easements and as shown on the plans.

NOW THEREFORE, in consideration of the premises and Ten and No/100 Dollars (\$10.00) and other good and valuable consideration from each to the other, the receipt and sufficiency of which are hereby acknowledged by District and the Developer, District and the Developer, 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.

2. The Developer proposes to construct improvements to the Subject Property and within the easements lying within the Subject Property and as stated above.

3. The Developer proposes to construct four (4) lakes within the easements located on the Subject Property. The Developer also proposes to construct other improvements within the easements and Subject Property as shown on the plans. The District acknowledges that the plans prepared by C.J. Simandi, P.E. for Job No. 802 dated November 30, 1988 have been reviewed and approved by the District's engineers and Board of Supervisors and that these plans are acceptable to the District. Thus, the District agrees to issue a permit to the Developer for construction of the improvements within the easements and Subject Property and as stated herein.

4. Notwithstanding the Developer's agreement to maintain all improvements constructed within the easements, in the event the District requires the use of all or part of the easements for its drainage facilities or drainage system, the District agrees to be responsible for the drainage facilities and drainage system constructed and/or utilized by District except for the littoral areas within the property described in Exhibit "3" which shall remain the perpetual and exclusive maintenance obligation of the Developer in accordance with the terms and conditions of this Agreement.

5. The Developer agrees that the Developer and only the

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Developer shall be responsible for planting, maintaining, cleaning and such other work which may be necessary to maintain the littoral areas in the condition required by the U.S. Army Corps of Engineers, South Florida Water Management District, the District and other governmental agencies having jurisdiction over these areas. For and in consideration of an additional Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged by the Developer, the Developer acknowledges that in the event the District's employees and/or agents cause any harm whatsoever to the littoral areas, that the Developer shall be responsible for any replanting or other work which may be necessary in order to return the littoral areas back to a condition as required by the U.S. Army Corps of Engineers, South Florida Water Management District, the District and/or other governmental agencies having jurisdiction over these areas. This responsibility shall remain solely that of the Developer and the Developer's assigns, notwithstanding any negligence or other mistakes or errors or omissions by the District's employees and/or agents.

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6. During the period of time beginning with commencement of construction of the proposed improvements including littoral areas within the property described in Exhibit "3", the Developer agrees that, for and in consideration of an additional \$10.00 and other good and valuable consideration, the receipt of which is acknowledged by the Developer, the Developer shall indemnify and hold harmless the District from and against any and all actions or claims which District may sustain or incur by reason of or in consequence of the Developer's negligence in the construction and completion of the proposed improvements described herein and/or negligence of the Developer and its employees or agents and Developer's successors and assigns in the performance of the work to be performed by the Developer under this Agreement. This indemnification includes but is not limited to any and all personal injuries which may be suffered by any individuals or property damage which may be incurred by any individuals or entities as a result of Developer's and/or its employees or agents negligence in the construction and/or maintenance of the proposed improvements within the easements

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and Subject Property and subject to this agreement. The Developer agrees to indemnify District from any and all liability, loss or damage District may suffer as a result of such claims, demands, cost or judgments and further agrees to take over and defend any such claims or actions filed against District with respect to the indemnity contained in this Agreement. Nothing contained herein shall be deemed, however, to constitute a waiver by District of any limitations of its liability that may be accorded it by virtue of Section 768.28, Florida Statutes, or any subsequent similar law. Nor shall anything contained herein be construed to provide that either party may be liable to any person not a party to this agreement and neither party waives any defenses it may have against claims from such persons.

7. The Developer acknowledges that the District has no obligation or responsibility regarding any of the improvements to be constructed, and that any damage which may be caused to the improvements shall be repaired by the Developer and the District shall have no obligation to repair or be responsible for any damage which may be caused to these improvements as a result of either activities of the District or by third parties. This paragraph does not and is not intended to release third parties from any damage that the third parties may cause to the improvements.

8. The Developer shall be responsible for restoring in kind any fences, berms, side ditches, culverts, or any other structures and appurtenances which are required to be restored as a result of construction of the proposed improvements and shall provide for and coordinate any necessary utility relocations. In addition, the Developer shall take all necessary precautions to confine construction of the proposed improvements and all associated tasks within the easements and Subject Property.

9. The Developer shall require the contractor or contractors which the Developer contracts with to construct the proposed improvements to post a performance bond or letter of credit in the amount of 110% (One Hundred and Ten Percent) of the awarded contract cost of construction. The Developer shall furnish the District with a copy of the performance bond and/or

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letter of credit provided by the contractor or contractors, which shall not be released without the written approval of the District.

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

11. In the event the proposed improvements are not constructed pursuant to the approved construction plans and/or requirements of the District, the Developer agrees that upon fifteen (15) days notice by District or its successors, the Developer will either begin construction of the proposed improvements or repair and correct any deviations from the approved plans and District's criteria. If this is not done, the Developer and/or its successors shall remove that portion of the improvements not constructed pursuant to this Agreement and as directed by the District.

12. The Developer and its successors, agree that if it is necessary for District to remove or maintain any of the improvements constructed pursuant to this Agreement and restore or complete the Developer's drainage system through the easements and Subject Property that the Developer and its successors will reimburse District for any and all costs incurred to effect said maintenance, removal, restoration and/or completion, including attorney's fees and costs expended in connection with such removal, restoration and/or completion.

13. The Developer agrees that for good cause shown and upon notice by District in writing to the contractor constructing the improvements described in this agreement and/or to Developer's engineers, that the District may order and direct that all or a portion of the work being constructed within the Subject Property shall cease and that the work shall not begin again for that portion which is stopped until the District authorizes resumption of said work in writing. The Developer agrees to notify the contractor constructing the work described

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in this agreement of the District's right to stop the contractor's work upon said notice.

14. When construction of the improvements contemplated by this agreement are completed by the Developer, the Developer agrees that the Developer shall take full responsibility for all maintenance and repairs which will be part of the drainage system lying within the easements and Subject Property and for all littoral areas described in Exhibit "3" and as described herein. For the purposes of this agreement, construction shall be considered complete when Developer's engineers certify completion to the District's engineers and the District's engineers and Board of Supervisors accept such certification.

15. After completion of the improvements proposed by the Developer within the easements, and prior to final certification by the District, the Developer shall provide to District as-built drawings of the improvements within the easements, including inverts and locations of culverts and appurtenances associated therewith and the actual location of the littoral areas, along with all other improvements constructed within the easements. Cross sections of the lakes at 100' intervals will be required as part of these as-built drawings.

16. After completion of the drainage system within the easements and acceptance of the drainage system by the District, except for the littoral areas, the District agrees to be responsible for maintenance of that portion of the drainage system which the District incorporates as part of its S-10 Basin drainage system within the easements.

17. At all times following the execution of this agreement, the District agrees to allow the Developer and the Developer's assigns, access to the littoral areas constructed on the property described in Exhibit "3" across the easements and the Developer agrees to allow the District access to and across the property described in Exhibit "3".

18. Should the Developer subdivide the Subject Property, the Developer's obligations hereunder shall devolve upon the individual purchasers of the subdivided property, their heirs, successors and assigns, and shall be a covenant running with the land; provided that the District shall grant a partial release

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SK-18948P50091

of lien to any owner of said property upon payment by said owner of a proportionate share of such expenses and costs determined on a per acre basis. Regardless of whether or not the Developer subdivides the Subject Property, its obligations as stated herein shall be binding upon its heirs, successors and assigns and shall be a covenant running with the land.

19. The Developer shall provide the District a certificate of insurance not less than two (2) weeks after this agreement is fully executed by both parties or prior to work commencing on the improvements, whichever occurs last. This insurance coverage shall consist of comprehensive liability insurance in the minimum amount of Five Hundred Thousand and No/100 Dollars (\$500,000.00) combined single limit for bodily injury and property damage, on an all occurrence basis and the District shall be an additional named insured as the District's interest may appear. If this agreement is assigned by the Developer subsequent to the furnishing of the certificate of insurance to the District by the Developer, the Developer's certificate of insurance shall be cancelled only upon the issuance of a new certificate of insurance to the District by the assignee which provides the coverage set forth in this paragraph.

20. Upon request by District, the Developer shall provide to District copies of all liability and/or property damage insurance policies which the Developer, its contractors or subcontractors shall obtain or have in effect covering the work to be performed under the permit to be issued under this agreement. In addition, the District shall be added as a named insured on all insurance policies providing coverage to the Developer for damages arising out of the work contemplated by this agreement.

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

22. The Developer further agrees to fully and completely indemnify and hold harmless the District, its successors and assigns for damages because of bodily injury or death resulting therefrom, sustained by any person or persons, or because of any damage to real property or personal property of District or of

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any person or entity due to any act or omission of the Developer, its employees, contractors, designees or agents and their successors, assigns or heirs as a result of the construction contemplated by this Agreement in the easements.

23. Any expenses or costs including reasonable attorney's fees incurred by District as a result of the indemnification contained in this agreement and/or as a result of any work performed by the District as provided for in this Agreement and/or damages incurred by District shall be paid to District by the Developer, its successors, assigns or heirs within (30) thirty days after receiving a bill. In the event payment is not received within (30) thirty days of billing, the District shall be entitled to file a lien in the Broward County Public Records upon the Subject Property for all expenses including reasonable attorney's fees, together with interest thereon at 18% (Eighteen Percent) per year or the highest non-usurious rate allowable by law, whichever is less and all costs of collection including reasonable attorney's fees at all trial and appellate levels. In the further event that the District is required to foreclose its lien, then and in such event, District will be entitled additionally to receive its reasonable attorney's fees and costs expended in connection with such foreclosure or collection procedure.

24. In addition, the Developer hereby undertakes to indemnify and hold harmless to the extent permitted by law, the District and its officers, agents, and employees, from any and all liability, loss or damage the District, its officers, agents and employees, may suffer as a result of claims, demands, costs, attorneys fees, judgments, liens, penalties, or interest as a result of the damage caused by the District, its officers, agents or employees, to the vegetation located in the littoral areas described on Exhibit "3" to this Agreement.

a. After receipt of notification of a claim or action against the District, the District agrees to notify the Developer in writing within fifteen (15) days, by registered or certified mail to the last known address of the Developer, of any such claim made or action filed against the District on the obligations indemnified against hereunder.

b. The Developer agrees to defend any claims brought, or actions filed against the District, its officers, agents of employees, with respect to the subject of the indemnity contained herein, whether such claims or actions are rightfully or wrongfully brought or filed. In case a claim should be brought or an action filed with respect to the subject of the indemnity herein, the District agrees that the Developer may employ attorneys of its own selection to appear and defend the claim or action on behalf of the District at the expense of the Developer. The Developer shall have the primary authority for the direction of the Defense and may make recommendations to the District of the acceptability of any promise or settlement of any claims or actions against the District. The District retains the right to reject any settlement offer which may be proposed pursuant to this agreement and no settlement shall be made without approval by the District Board of Supervisors.

c. In the event any employee of the District is charged with a violation of any local, state or federal law as a result of damage sustained by the plants or other growth within the littoral areas, the developer agrees to provide that employee or employees with legal representation to defend any and all charges filed against said employee(s) and to pay any and all costs, fines, or other penalties assessed against the employee(s) and/or the District.

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

As to the District:

South Broward Drainage District
Attn: District Manager
1601 North Flamingo Road
Pembroke Pines, FL 33026
with a copy to:

Douglas R. Bell, Esquire
Cumberland Building, Suite 601
800 East Broward Boulevard
Ft. Lauderdale, Florida 33301

As to the Developer:

Nojosy Corp.
340 East 59th Street
New York, New York 10022

Unless the address is changed by a party by notice given to the other party, notice shall be in writing, certified mail,

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

26. Any attorney's fees or costs incurred by the District in connection with the enforcement of this agreement or the collection of any funds hereunder, whether suit be brought or not, shall be reimbursed to the District by the Developer or its successors or assigns. The indemnifications stated herein are also an indemnification as to all attorney's fees and court costs which may be incurred by the District, including those incurred at trial and at all appellate levels.

27. The indemnification and held harmless set forth in this agreement shall survive the execution of this agreement and the completion of all activities and/or construction to be completed by the Developer, its contractors, subcontractors, designees or agents and its successors or assigns in or on the easements.

28. In addition to this agreement, the Developer is subject to all rules and regulations of the District regarding construction of the proposed improvements.

29. 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.

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

31. This agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.

32. 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.

33. All terms and words used in this agreement, regardless

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BK 16948 PC 095

of the number and gender in which used, shall be deemed to include any other gender or number as the context thereof may require.

34. 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.

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

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

37. 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.

38. 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.

39. The Developer agrees to reimburse District and pay for any all all reasonable costs incurred by District incidental to entering into the terms of this agreement, including but not limited to engineering fees, surveying costs, attorney's fees, recording costs and other necessary expenses.

40. This Agreement shall be recorded in the Public Records of Broward County, Florida with the Developer 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.

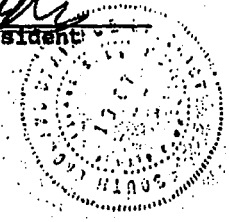
Signed, sealed and delivered in the presence of:

[Signature]
[Signature]

"DISTRICT" (South Broward Drainage District)

By: [Signature]
Roy Bazelon, President

Attest:
[Signature]
Ronald E. Corbitt, Jr., Secretary



BK 16948PC096

Signed, sealed and delivered
in the presence of:

"The Developer" (Nojosy Corp.)

[Signature]
[Signature]

By: [Signature], President

Attest:
[Signature], Secretary

STATE OF FLORIDA)
) ss.
COUNTY OF BROWARD)

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BEFORE ME, the undersigned authority, on this day personally appeared Roy Bazelon and Ronald E. Corbitt, Jr., as President and Secretary of the South Broward Drainage District, a political subdivision of the State of Florida, to me known to be the persons who signed the foregoing instrument as such officers and acknowledged the execution thereof to be their free act and deed as such officers for the purposes therein expressed, and that they affixed thereto the official seal of the South Broward Drainage District, and that said instrument is the act and deed of the said South Broward Drainage District.

Witness my hand and official seal in the county and state aforesaid this 31st day of October, 1989.

NOTARY PUBLIC, STATE OF FLORIDA
MY COM. EXPIRES MAY 14, 1993
PROD. BY THE NATIONAL INS. UND.

[Signature]
Notary Public

My Commission Expires:

STATE OF NY)
) ss.
COUNTY OF NY)

BEFORE ME, the undersigned authority, on this day personally appeared Norman P. Rapinow, and Jeffrey Wolf as President and Secretary of Nojosy Corp., to me known to be the person who signed the foregoing instrument as such President and Secretary and acknowledged the execution thereof to be their free act and deed as such persons for the purposes therein expressed, and that said instrument is the act and deed of Nojosy Corp..

Witness my hand and official seal in the county and state aforesaid this 22 day of September, 1989.

BYRON J. MURRAN
Notary Public, State of New York
No. 244905284
Qualified in Kings County
Commission Expires April 4, 1992

X [Signature]
Notary Public

My Commission Expires:

BK-18948PC0097

CERTIFICATE OF SURVEY

All those portions of Tracts 56 and 57, Section 26, Township 50 South, Range 39 East, EVERGLADES LAND COMPANY SUBDIVISION, as recorded in Plat Book 2, Page 1, of the public records of Dade County, Florida, lying South of the South right-of-way line of Griffin Road; TOGETHER WITH:

All of Tracts 8, 9, 24, and 25, of Section 35, Township 50 South, Range 39 East, of said EVERGLADES LAND COMPANY SUBDIVISION; ALL LESS the following two (2) parcels of land, to wit:

PARCEL 1:

The North 603.83 feet of said Tracts 56 and 57, lying South of the South right-of-way line of Griffin Road, less the East 239.93 feet, and less the West 60.00 feet of said Section 26 thereof.

PARCEL 2:

The East 239.93 feet of the North 726.00 feet of said Tracts 56 and 57, lying South of the South right-of-way line of Griffin Road.

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BK 16918 PC 098

EXHIBIT "2" TO AGREEMENT

The east 20 feet of that part of Tract 57, Section 26, Township 50 South, Range 39 East, EVERGLADES LAND COMPANY'S SUBDIVISION, according to the Plat thereof, as recorded in Plat Book 2, Page 1 of the Public Records of Dade County, Florida, lying south of a line 726.00 feet south of and parallel to the south right-of-way line of Griffin Road a/k/a the south 86.47 feet of the east 20 feet of said Tract 57

along with

the east 20 feet of Tracts 8, 9, 24 and 25 and the south 20 feet of Tract 25 of Section 35, Township 50 South, Range 39 East, EVERGLADES LAND COMPANY'S SUBDIVISION, according to the Plat thereof, as recorded in Plat Book 2, Page 1 of the Public Records of Dade County, Florida

together with

a portion of Tracts 8, 9, 24 and 25 of Section 35, Township 50 South, Range 39 East of EVERGLADES LAND COMPANY'S SUBDIVISION, according to the Plat thereof, as recorded in Plat Book 2, Page 1 of the Public Records of Dade County, Florida and consisting of four (4) circular parcels designated as Parcel No. 1, 2, 3 and 4, each 368.00 feet in diameter and whose centers are described as follows:

Commencing at the northwest corner of said Section 35, and running easterly on the north line of said Section 35 on an assumed bearing of N 89°52'37" E a distance of 330.42 feet to a point, thence running southerly on a bearing of S 0°13'40" E, a distance of 330.37 feet to a point, which is the center of said Tract 8 and which is the center of a circular parcel whose diameter is 368.00 feet designated as Parcel No. 1, thence continuing southerly on a bearing of S 0°13'40" E, a distance of 660.74 feet to point, which is the center of said Tract 9 and which is the center of a circular parcel whose diameter is 368.00 feet designated as Parcel No. 2, thence continuing southerly on a bearing of S 0°13'40" E, a distance of 660.74 feet to a point, which is the center of said Tract 24 and which is the center of a circular parcel whose diameter is 368.00 feet designated as Parcel No. 3, thence continuing southerly on a bearing of S 0°13'40" E, a distance of 660.74 feet to a point which is the center of said Tract 25 and which is the center of a circular parcel whose diameter is 368.00 feet designated as Parcel No. 4;

together with

a 40 foot wide strip of land whose center line lies on an east-west line, through the center of each of said Parcels No. 1, 2, 3 and 4, from the east property line of said Tracts 8, 9, 24 and 25 to the west property line of said Tracts 8, 9, 24 and 25 less that portion previously described as part of the four (4) circular parcels designated as Parcel No. 1, 2, 3, and 4 above.

Said land situate, lying and being in Broward County, Florida.

EXHIBIT "3" TO AGREEMENT

A portion of Tracts 8, 9, 24 and 25 of Section 35, Township 50 South, Range 39 East of EVERGLADES LAND COMPANY'S SUEVISION, according to the Plat thereof, as recorded in Plat Book 2, Page 1 of the Public Records of Dade County, Florida and consisting of four (4) circular parcels designated as Parcels No. 1, 2, 3 and 4, each 20 feet wide and whose outside boundaries are 10 feet on each side of a circle 308.00 feet in diameter and whose centers are described as follows:

Commencing at the northwest corner of said Section 35, Township 50 South, Range 39 East and running easterly on the north line of said Section 35 on an assumed bearing of N 89°52'37" E a distance of 330.42 feet to a point, thence running southerly on a bearing of S 0°13'40" E, a distance of 330.37 feet to a point, which is the center of said Tract 8 and which is the center of a circular parcel 20 feet wide whose centerline diameter is 308.00 feet designated as Parcel No. 1, thence continuing southerly on a bearing of S 0°13'40" E, a distance of 660.74 feet to point, which is the center of said Tract 9 and which is the center of a circular parcel 20 feet wide whose centerline diameter is 308.00 feet designated as Parcel No. 2, thence continuing southerly on a bearing of S 0°13'40" E, a distance of 660.74 feet to a point, which is the center of said Tract 24 and which is the center of a circular parcel 20 feet wide whose centerline diameter is 308.00 feet designated as Parcel No. 3, thence continuing southerly on a bearing of S 0°13'40" E, a distance of 660.74 feet to a point which is the center of Said Tract 25 and which is the center of a circular parcel 20 feet wide whose centerline diameter is 308.00 feet designated as Parcel No. 4;

Said land situate, lying and being in Broward County, Florida.

THE ORIGINAL COPY

BK-18948FC0100

K

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
L. A. HESTER
COUNTY ADMINISTRATOR

MEMORANDUM

DATE: December 12, 2013
TO: South Broward Drainage District Commissioners
FROM: Kevin M. Hart, P.E.
District Director
Subject: Request for a "Letter of No Objection" for Road Reservation Releases for the proposed "Franklin Academy 6-12" Plat

Comments:

South Broward Drainage District (SBDD) received a request for a "Letter of No Objection" to the release of two (2) Road Reservations located within the proposed Franklin Academy 6-12 development in the City of Pembroke Pines. The Road Reservations were previously dedicated by separate instruments under OR Book 5610, Page 352, B.C.R. and OR Book 16892, Page 735, B.C.R. The property is currently owned by the City of Pembroke Pines and is under contract for sale to Discovery Schools, Inc.

Attached to this memo is the sketch & legal description of the Road Reservation areas to be vacated, along with the original dedications.

This request is associated with a separate request by the applicant to vacate an existing Drainage/Flowage Easement on the same property.

The reason for the request is to accommodate the proposed development plan for the property.

SBDD staff has no objection to this vacation request, subject to Board approval of the Drainage/Flowage easement vacation request and the property owner paying for all associated legal costs incurred by the District.

Financial impacts to this Agenda Item: none, other than SBDD administrative costs; all other costs will be incurred by the property owner.

The request is for SBDD to provide a "Letter of No Objection" to the vacation of two (2) Road Reservations as described in the attached Exhibit "A" and Exhibit "B"; said properties being located in Sections 26 and 35, Township 50 South, Range 39 East, Broward County, Florida.

KH
Attachments



FRANKLIN ACADEMY - PEMBROKE PINES PROJECT LOCATION MAP



ROSS ENGINEERING, INC
3325 S. UNIVERSITY DRIVE, SUITE 111
DAVIE, FLORIDA 33328
OFFICE: (954)318-0624 FAX: (954)358-0190

EXHIBIT "A"

DESCRIPTION:

A PARCEL OF LAND SITUATE IN SECTIONS 26 AND 35, TOWNSHIP 50 SOUTH, RANGE 39 EAST, ALSO BEING A PORTION OF TRACTS 8, AND 57 OF EVERGLADES LAND COMPANY'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 1, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, ALSO BEING THE TWO 40' ROAD RESERVATIONS AS RECORDED IN OFFICIAL RECORDS BOOK 5610 AT PAGE 352 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SECTION 35, TOWNSHIP 50 SOUTH, RANGE 39 EAST BROWARD COUNTY, FLORIDA; THENCE, ALONG THE WEST LINE OF SAID SECTION 35, NORTH 01°18'14" WEST, A DISTANCE OF 40.01 FEET TO A POINT ON A LINE 40 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 35; THENCE, DEPARTING SAID WEST LINE AND ALONG SAID PARALLEL LINE, NORTH 89°52'38" EAST, A DISTANCE OF 660.87 FEET TO A POINT ON THE WEST LINE OF THE PLAT OF TRAILS OF EL RANCHO ACRES, AS RECORDED IN PLAT BOOK 93 AT PAGE 34 OF SAID PUBLIC RECORDS; THENCE, ALONG SAID WEST PLAT LINE, SOUTH 01°20'04" EAST, A DISTANCE OF 40.01 TO A POINT ON THE NORTH LINE OF SAID SECTION 35; THENCE, CONTINUING ALONG SAID WEST PLAT LINE, SOUTH 00°13'22" EAST, A DISTANCE OF 40.00 FEET TO A POINT ON A LINE 40 FEET SOUTH OF AND PARALLEL WITH THE SAID NORTH LINE OF SECTION 35; THENCE, ALONG SAID PARALLEL LINE, SOUTH 89°52'38" WEST, A DISTANCE OF 660.88 FEET TO A POINT ON THE AFOREMENTIONED WEST LINE OF SECTION 26; THENCE, ALONG SAID WEST LINE, NORTH 00°13'54" WEST, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING.

ABOVE DESCRIBED EASEMENT CONTAINING 52,870.4475 SQUARE FEET OR 1.2137 ACRES, MORE OR LESS.

LEGEND/ABBREVIATIONS

- B.C.R. - BROWARD COUNTY RECORDS
- DCR. - DADE COUNTY RECORDS
- O.R.B. - OFFICIAL RECORDS BOOK
- P.B. - DENOTES PLAT BOOK
- PG. - DENOTES PAGE
- P.O.B. - POINT OF BEGINNING

NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF SECTION 35, TOWNSHIP 50 SOUTH, RANGE 39 EAST HAVING A BEARING OF NORTH 00°13'54" WEST.
4. THE "LAND DESCRIPTION" HEREON WAS PREPARED BY THE SURVEYOR
5. DATA SHOWN HEREON WAS COMPILED FROM INSTRUMENTS OF RECORD AND DOES NOT CONSTITUTE A BOUNDARY SURVEY AS SUCH.


CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON NOVEMBER 21, 2013. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

SHEET 1 OF 2



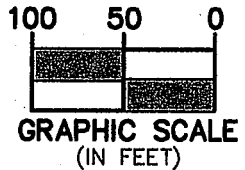
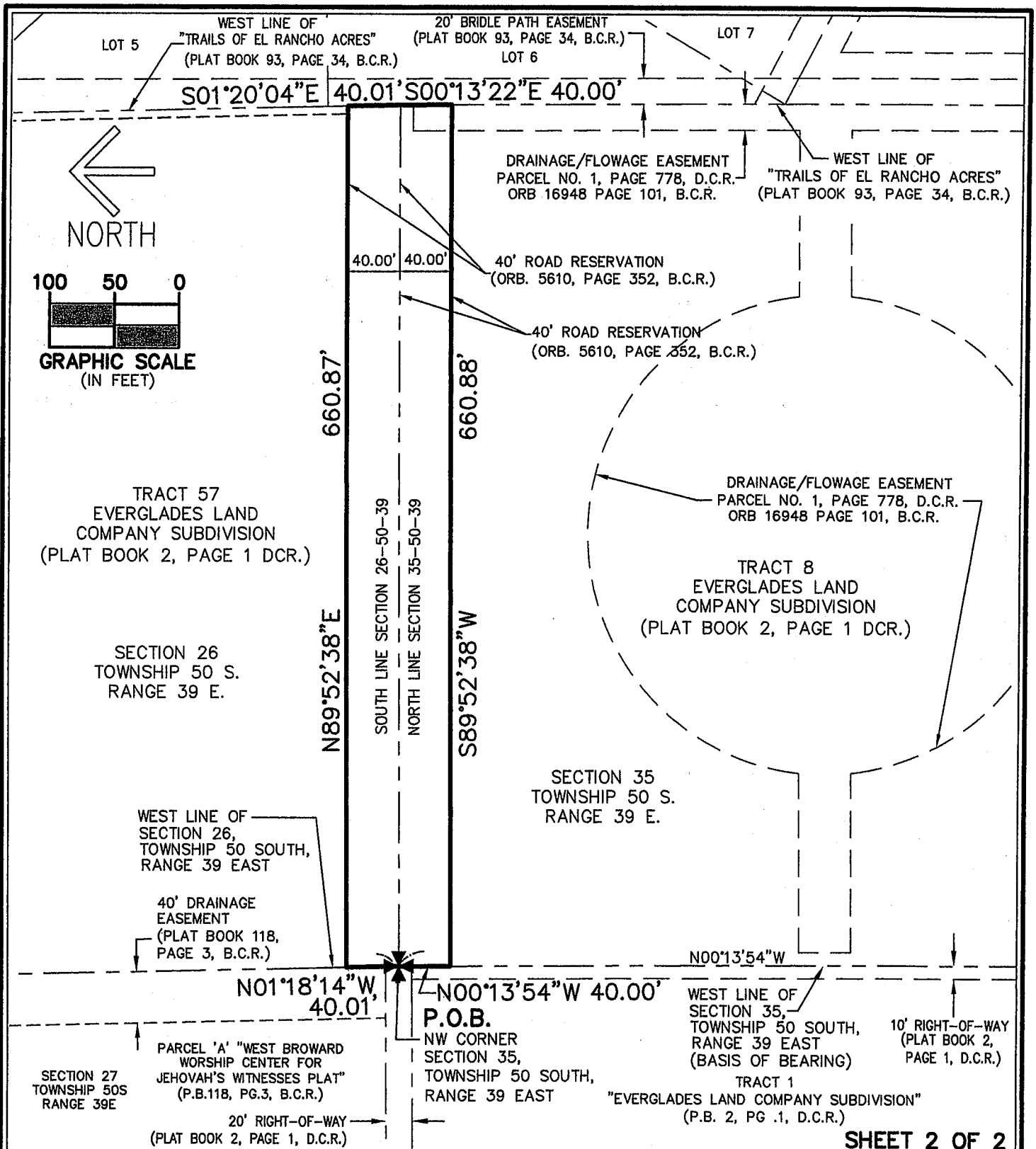
CAULFIELD & WHEELER, INC.
 CIVIL ENGINEERING - LAND SURVEYING
 7900 GLADES ROAD - SUITE 100
 BOCA RATON, FLORIDA 33434
 PHONE (561)-392-1991 / FAX (561)-750-1452



DAVID P. LINDLEY
 REGISTERED LAND
 SURVEYOR NO. 5005
 STATE OF FLORIDA
 LB# 3591

DATE	11/21/13
DRAWN BY	DLS
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	6440FARRA

**40' ROAD RESERVATION
EASEMENT
SKETCH OF DESCRIPTION**



SHEET 2 OF 2

CAULFIELD & WHEELER, INC.
 CIVIL ENGINEERING - LAND SURVEYING
 7900 GLADES ROAD - SUITE 100
 BOCA RATON, FLORIDA 33434
 PHONE (561)-392-1991 / FAX (561)-750-1452

FOR LEGEND & ABBREVIATIONS SEE SHEET 1 OF 2

DATE	11/21/13
DRAWN BY	DLS
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	6440FARRA

40' ROAD RESERVATION EASEMENT SKETCH OF DESCRIPTION

DESCRIPTION:

A PARCEL OF LAND SITUATE IN SECTION 26, TOWNSHIP 50 SOUTH, RANGE 39 EAST, ALSO BEING A PORTION OF TRACT 56 OF EVERGLADES LAND COMPANY'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 1, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, ALSO BEING THE ROAD EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 16892 AT PAGE 735 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF SAID SECTION 26 AND THE SOUTH RIGHT-OF-WAY LINE OF GRIFFIN ROAD, AS RECORDED IN OFFICIAL RECORDS BOOK 5419 AT PAGE 281 OF SAID PUBLIC RECORDS; THENCE, ALONG SAID SOUTH RIGHT-OF-WAY LINE, SOUTH 89°57'06" EAST, A DISTANCE OF 60.02 FEET; THENCE, DEPARTING SAID SOUTH LINE, SOUTH 01°18'14" EAST, A DISTANCE OF 66.02 FEET TO A POINT ON A LINE 66 FEET SOUTH OF AND PARALLEL WITH SAID SOUTH RIGHT-OF-WAY LINE; THENCE, ALONG SAID PARALLEL LINE, NORTH 89°57'06" WEST, A DISTANCE OF 60.02 FEET TO A POINT ON THE SAID WEST LINE OF SECTION 26; THENCE, ALONG SAID WEST LINE, NORTH 01°18'14" WEST, A DISTANCE OF 66.02 FEET TO THE POINT OF BEGINNING.

ABOVE DESCRIBED EASEMENT CONTAINING 3,961.216 SQUARE FEET OR 0.0909 ACRES, MORE OR LESS.


NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF SECTION 26, TOWNSHIP 50 SOUTH, RANGE 39 EAST HAVING A BEARING OF NORTH 01°18'14" WEST.
4. THE "LAND DESCRIPTION" HEREON WAS PREPARED BY THE SURVEYOR
5. DATA SHOWN HEREON WAS COMPILED FROM INSTRUMENTS OF RECORD AND DOES NOT CONSTITUTE A BOUNDARY SURVEY AS SUCH.


CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON DECEMBER 2, 2013. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

SHEET 1 OF 2



CAULFIELD & WHEELER, INC.
 CIVIL ENGINEERING - LAND SURVEYING
 7900 GLADES ROAD - SUITE 100
 BOCA RATON, FLORIDA 33434
 PHONE (561)-392-1991 / FAX (561)-750-1452



DAVID P. LINDLEY
 REGISTERED LAND
 SURVEYOR NO. 5005
 STATE OF FLORIDA
 LB# 3591

DATE	12/2/13
DRAWN BY	DLS
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	6440FAREA

**ROAD
EASEMENT
SKETCH OF DESCRIPTION**

GRIFFIN ROAD

54' EXISTING R/W
(ORB. 5419, PG. 281, B.C.R.)

SOUTH R/W LINE OF
GRIFFIN ROAD

TRACT 56
EVERGLADES LAND
COMPANY
SUBDIVISION
(PLAT BOOK 2,
PAGE 1 DCR.)

TRACT 57
EVERGLADES LAND
COMPANY SUBDIVISION
(PLAT BOOK 2, PAGE 1 DCR.)

SECTION 26
TOWNSHIP 50 S.
RANGE 39 E.

S89°57'06"E
60.02'

S01°18'14"E
66.02'

ROAD EASEMENT
ORB.16892,
PAGE 735, B.C.R.

N89°57'06"W
60.02'

N01°18'14"W

P.O.B.

INTERSECTION OF THE
SOUTH R/W LINE OF
GRIFFIN ROAD & THE
WEST LINE OF
SECTION 26,
TOWNSHIP 50 SOUTH,
RANGE 39 EAST

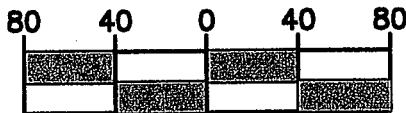
40' DRAINAGE
EASEMENT
(PLAT BOOK
118, PAGE 3,
B.C.R.)

WEST LINE OF SECTION 26,
TOWNSHIP 50 SOUTH,
RANGE 39 EAST
(BASIS OF BEARING)

GRIFFIN ROAD
EXISTING R/W

PARCEL 'A'
"WEST BROWARD
WORSHIP CENTER FOR
JEHOVAH'S WITNESSES PLAT"
(P.B.118, PG.3, B.C.R.)

SECTION 27
TOWNSHIP 50 S.
RANGE 39 E.



GRAPHIC SCALE
(IN FEET)

LEGEND/ABBREVIATIONS

- B.C.R. - BROWARD COUNTY RECORDS
- DCR. - DADE COUNTY RECORDS
- O.R.B. - OFFICIAL RECORDS BOOK
- P.B. - DENOTES PLAT BOOK
- PG. - DENOTES PAGE
- P.O.B. - POINT OF BEGINNING
- R/W - RIGHT-OF-WAY

SHEET 2 OF 2



CAULFIELD & WHEELER, INC.

CIVIL ENGINEERING - LAND SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

**ROAD
EASEMENT
SKETCH OF DESCRIPTION**

DATE	12/2/13
DRAWN BY	DLS
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	6440FAREA

1,417.50
519.75

74- 16447 SPECIAL WARRANTY DEED

THIS INDENTURE made this 15th day of January, 1974, by and between ARVIDA CORPORATION, a corporation existing under the laws of the State of Delaware, having its principal place of business in the County of Dade and State of Florida, and lawfully authorized to transact business in the State of Florida, party of the first part, and JEROME LINET, whose mailing address is c/o Leonard Zedick, Esquire, 1899 Northeast 164th Street, City of North Miami Beach, County of Dade and State of Florida,

DOCUMENTARY
STAMP TAX
519.75
FLORIDA
JAN 22 1974
BROWARD COUNTY

party of the second part, WITNESSETH: That the said party of the first part, for and in consideration of the sum of Ten Dollars (\$10) and other good and valuable considerations to it in hand paid by the said party of the second part, the receipt of which is hereby acknowledged, has granted, bargained and sold to the said party of the second

part, his heirs and assigns, forever, the following described land situate, lying and being in the County of Broward and State of Florida, to-wit:

That portion of Tract 56 lying south of the South right of way line of South New River Canal and Tract 57 of Section 26, Township 50 South, Range 39 East, according to Plat of EVERGLADES LAND COMPANY'S SUBDIVISION recorded in Plat Book 2 at page 1 of the Public Records of Dade County, Florida, said lands being situate in Broward County, Florida;

AND

Tracts 8, 9, 24, 25, 40, 41, 56 and 57 in Section 35, Township 50 South, Range 39 East, according to Plat of EVERGLADES LAND COMPANY'S SUBDIVISION recorded in Plat Book 2 at page 1 of the Public Records of Dade County, Florida, said lands being situate in Broward County, Florida.

RESERVING, however, for the use and benefit of the public rights of way for public roads over and across the North 40 feet of Tract 56 and the South 40 feet of Tract 57 in said Section 26; and the North 40 feet of Tract 8 and the South 40 feet of Tract 57 in said Section 35. Party of the second part, his heirs and assigns, agrees to join in the dedication of such rights of way if requested by Broward County or other governmental agency having jurisdiction of such public roads without payment of any consideration.

SUBJECT, however, to the following:

- (a) Reservations of record for canals, drainage and reclamation, roads, and oil, gas and minerals.

Shind, Weiner and Zedick
Attorneys at Law
THE LINET BUILDING
1899 NORTHEAST 164TH STREET
NORTH MIAMI BEACH, FLORIDA 33162

This instrument was prepared by
W. E. DUNWODY, Jr. of
MERSHON, SAWYER, JOHNSTON, DUNWODY & COLE
1600 First National Bank Building
Miami, Florida 33131

74 JAN 21 PM 4:56

000066000
STATE OF FLORIDA
DOCUMENTARY STAMP TAX
DEPT. OF REVENUE
JAN 22 1974
BROWARD COUNTY
519.75

OFF 5610 PAGE 352

15

- (b) Reservations and dedications shown on plat recorded in Plat Book 2 at page 1 of the Public Records of Dade County, Florida.
- (c) Tract 24 in Section 35, Township 50 South, Range 39 East, is subject to reservations and right of ingress and egress for the purpose of mining, drilling, exploring, operating and developing said lands for oil, gas and other minerals contained in a special warranty deed from Hamilton C. Forman and Doris D. Forman and Charles R. Forman and Lucille W. Forman to the Hamilton M. and Blanche C. Forman Christian Foundation, dated December 31, 1957, recorded in Official Records Book 1106, page 226, Public Records of Broward County, Florida.
- (d) Pending petition of the Hollywood Reclamation District to acquire rights of way, holding basins, and other drainage works, filed November 24, 1971, in the Circuit Court of the Seventeenth Judicial Circuit in and for Broward County, Florida.

THIS IS NOT AN OFFICIAL COPY

(e) Purchase money mortgage given by part of the second part to party of the first part in the original principal sum of \$390,500.00.

(f) Taxes for the year 1974 and subsequent years.

And the said party of the first part does hereby specially warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever claiming by, through or under it.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be signed in its name by its proper officers, and its corporate seal to be affixed, attested by its Assistant Secretary, on the day and year first above written.

ARVIDA CORPORATION

By *Charles S. H... ..*
Vice President



William W.
Assistant Secretary

L	<i>W...</i>
A	<i>W...</i>
S	<i>W...</i>
E	
M	

REF 5610 PAGE 353

Griffin Road
Sec. 26-50-39

Corporate

89439521

ROAD EASEMENT

THIS INDENTURE made this 11 day of July, A.D., 19 89, by
NOJOSY CORPORATION

a corporation existing under the laws of FLORIDA,

and having its principal place of business at 20700 GRIFFIN RD.

_____ , first party, to BROWARD COUNTY, a

political subdivision of the State of FLORIDA, second party:

THIS IS NOT AN OFFICIAL COPY

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

WITNESSETH

WHEREAS, the first party is the owner of property situate, lying and being in Broward County, Florida, and described as follows:

See Exhibit "A" with accompanying sketch of description attached hereto and made a part hereof.

and,

WHEREAS, the party of the second part desires an easement for public roadway and/or other appropriate purposes incidental thereto, on, over, and across said property;

and,

WHEREAS, the party(ies) of the first party is/are willing to grant such easement,

NOW, THEREFORE, for and in consideration of the mutual covenants each to the other running and one dollar and other good and valuable considerations, the first party does hereby grant unto the party of the second part, its successors and assigns, full and free right and authority to construct, maintain, repair, install and rebuild facilities for above stated purposes and does hereby grant a perpetual easement on, over and across the above described property for said purposes.

RETURN TO FRONT RECORDING

Approved BCC 10-31-89 #9

Submitted By Engineering

RETURN TO DOCUMENT CONTROL

39 NOV 1 PM 4 03

BK16892P60735

ACKNOWLEDGMENT

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

Signed, sealed and delivered in the presence of:

X Normita Harris
Witness

X [Signature]
Witness

NO JCSY Corp.

By: X [Signature]
President

Attest: [Signature]
Secretary

(CORPORATE SEAL) X

THIS IS NOT AN OFFICIAL COPY

STATE OF NY

COUNTY OF ALBANY

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid, to take acknowledgments, personally appeared

Norman P. Rappaport + Secretary Wolfe
well known to me to be the _____ President and SECRETARY

respectively, of the Corporation named as first party in the foregoing instrument and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily, under authority duly vested in them by said Corporation, and that the seal affixed thereto is the true Corporate seal of said Corporation.

WITNESS my hand and official seal in the County and State last aforesaid this

11 day of JULY, A.D., 1989.

Byron J. Murrah
Notary Public in and for the State and County aforesaid.

My Commission Expires:

BYRON J. MURRAH
Notary Public, State of New York
No. 24-405284
Qualified in Kings County
Commission Expires April 4, 1990

BK 16892 PG 736

EXHIBIT "A"

Griffin Road
Section 26-50-39

A portion of Tract 56 of Section 26, Township 50 South, Range 39 East of the EVERGLADES LAND COMPANY SUBDIVISION, as recorded in Plat Book 2, Page 1, of the Public Record of Dade County, Florida, said portion being bounded as follows:

On the North by the South right-of-way line of Griffin Road as established by the Warranty Deed recorded in Official Record Book 5914, Page 281 of the public Records of Broward County, Florida, (said South right-of-way line of Griffin Road being described as lying 54 feet South of and parallel with the South right-of-way line of the South New River Canal).

On the East by a line 60.00 feet East of and parallel with the West line of said Section 26;

On the South by a line 66.00 feet South of and parallel with the South right-of-way line of Griffin Road as described above;

On the West by the West line of said Section 26;

Said lands situate in Broward County, Florida, and containing 3,960 square feet, more or less.

THIS IS NOT AN
OFFICIAL COPY

BK16892PG0737

MEMORANDUM

DATE: December 12, 2013

TO: South Broward Drainage District Commissioners

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

Subject: Variance Request for Property Owned by Terra Ranches Investments LLC for the Proposed Terra Ranches Development

Comments:

The project engineer for the Terra Ranches project is requesting a variance from SBDD Criteria for a proposed lake and wetland area cross-section on behalf of the property owner. The property is located at the southeast corner of Stirling Road and SW 172nd Avenue in the Town of Southwest Ranches.

Exhibit 11B of the District Criteria Manual – “Section with Stabilized Divider for Lakes/Water Bodies Adjacent to Mitigation Areas & Behind Residential Lots” requires that the open water area, adjacent to a wetland area, be 10-foot deep and 15-foot minimum wide (see attached Exhibit 11B). The applicant is proposing an open water area section as follows:

- 56-foot width (top of bank to top of bank)
- 46-foot width (water’s edge to water’s edge)
- 10-foot depth at deepest point
- No minimum width at the 10-foot depth

The project engineer met with the Variance Review Committee (VRC) on December 11, 2013 and as a follow-up to that meeting the variance request is being presented to the SBDD Board for consideration.

The details of the variance as discussed at the VRC are as follows:

1. The requested variance is for an open water area, adjacent to a wetland area, as depicted on the attached Exhibit “A”.
2. The water management and drainage plan for the project will provide for off-site drainage to flow through the property.
3. The water management and drainage plan for the project includes a drainage outfall to the District’s canal along SW 172nd Avenue.
4. The property owner will dedicate easements to SBDD as required.
5. The requested variance will not have any adverse impacts on the drainage for this property or any adjacent properties.
6. The property owner will be required to obtain Paving & Drainage Permit from SBDD.
7. The property owner will be required to enter into a Maintenance and Indemnification Agreement with SBDD as a condition of approval of the variance.

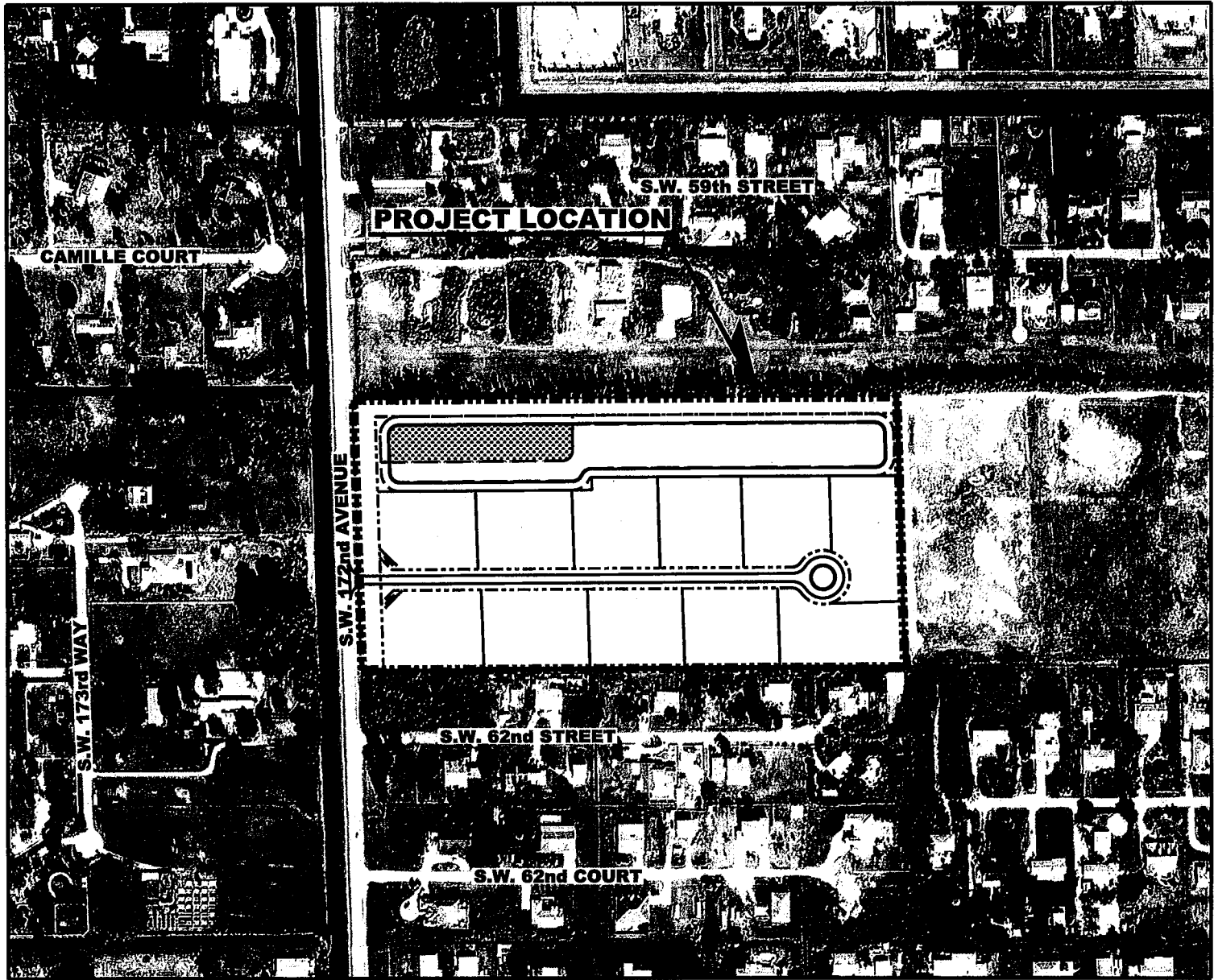
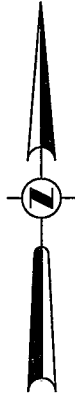
8. The property owner (or successors) will be responsible to maintain the open water section of the lake and ensure that it functions as an open water flow channel.
9. The property owner shall pay for all associated legal costs incurred by the District.

SBDD staff has no objection to this variance request.

Financial impacts to this Agenda Item: none, other than SBDD administrative costs; all other costs will be incurred by the property owner.

The requested variance is to approve the “Section with Stabilized Divider for Lakes/Water Bodies Adjacent to Mitigation Areas & Behind Residential Lots” as depicted on the attached Exhibit “A” for the Terra Ranches project located at the southeast corner of Stirling Road and SW 172nd Avenue in the Town of Southwest Ranches. If the variance is approved, the property owner will be required to enter into a Maintenance and Indemnification Agreement with SBDD and pay for all associated legal costs.

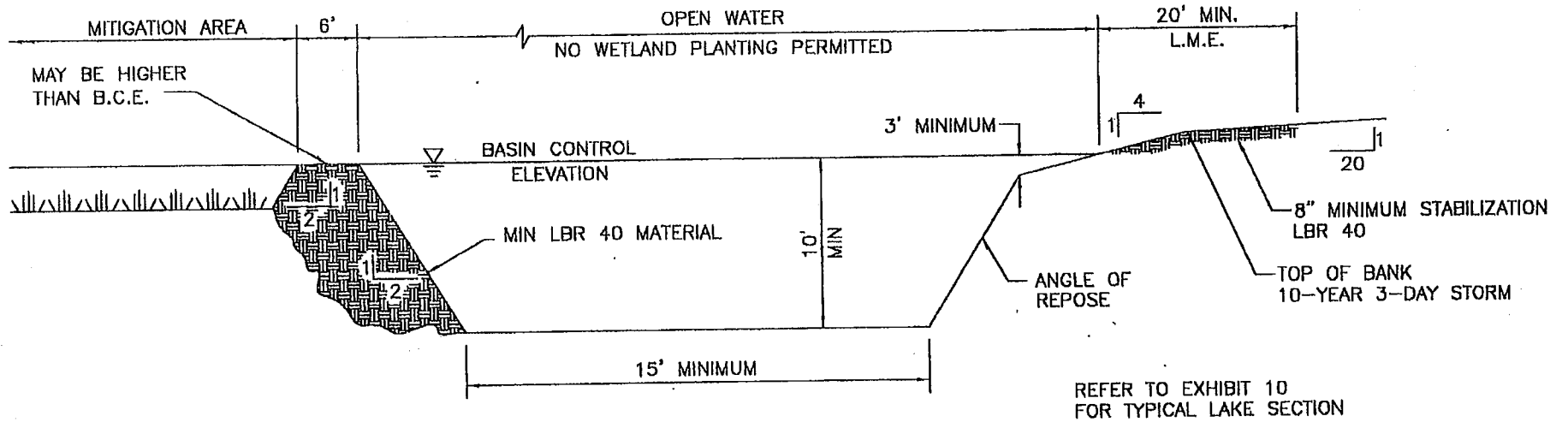
KH
Attachments



LOCATION SKETCH

SCALE: 1" = 300'

SECTION 5 / TOWNSHIP 51 S / RANGE 40 E



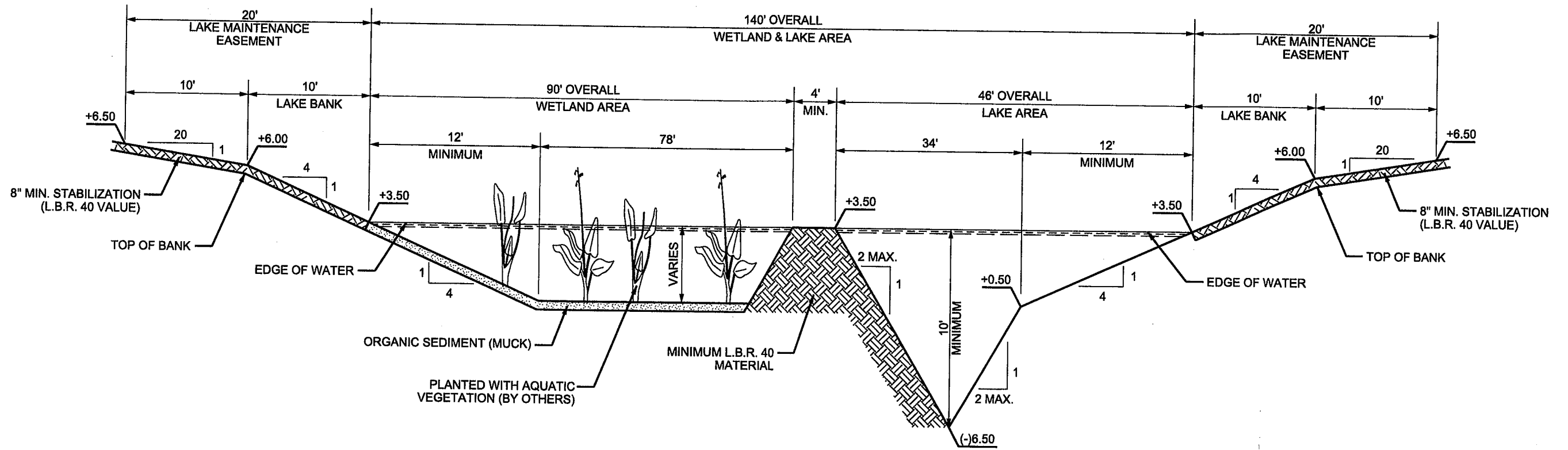
DATE	REVISION

SOUTH BROWARD DRAINAGE DISTRICT
DESIGN CRITERIA MANUAL

SECTION WITH STABILIZED DIVIDER FOR LAKES/WATER BODIES
ADJACENT TO MITIGATION AREAS & BEHIND RESIDENTIAL LOTS

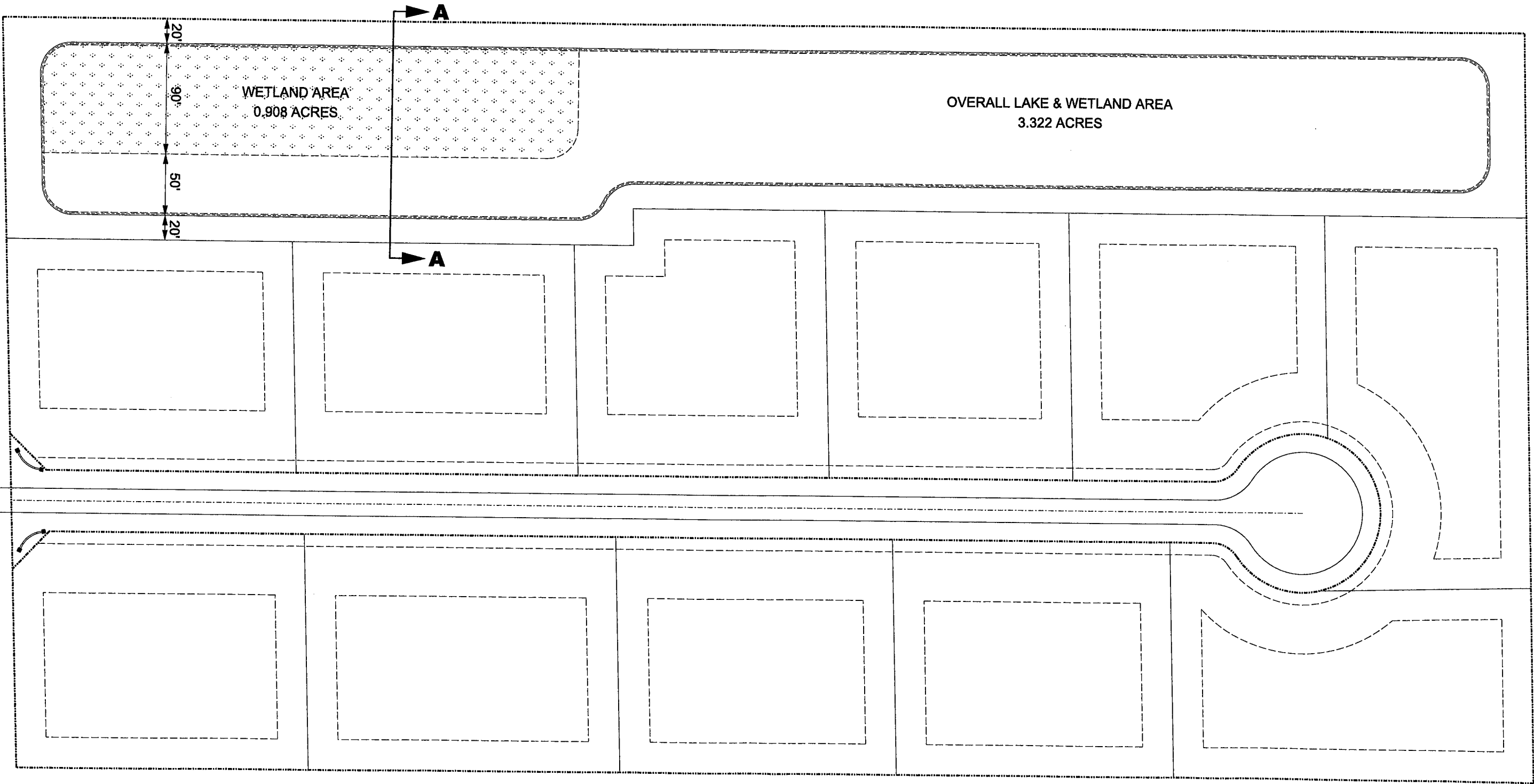


EXHIBIT
11B
JULY 2001
1 OF 1



SECTION A-A @ WETLAND AREA

N.T.S.

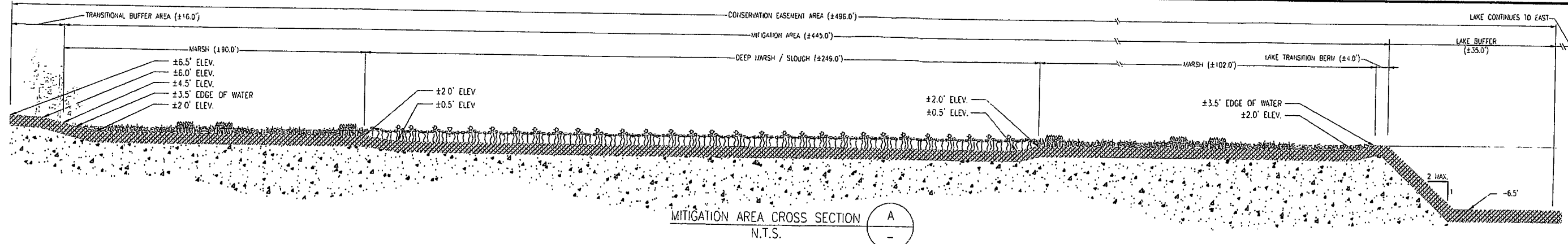


WETLAND AREA
0.908 ACRES

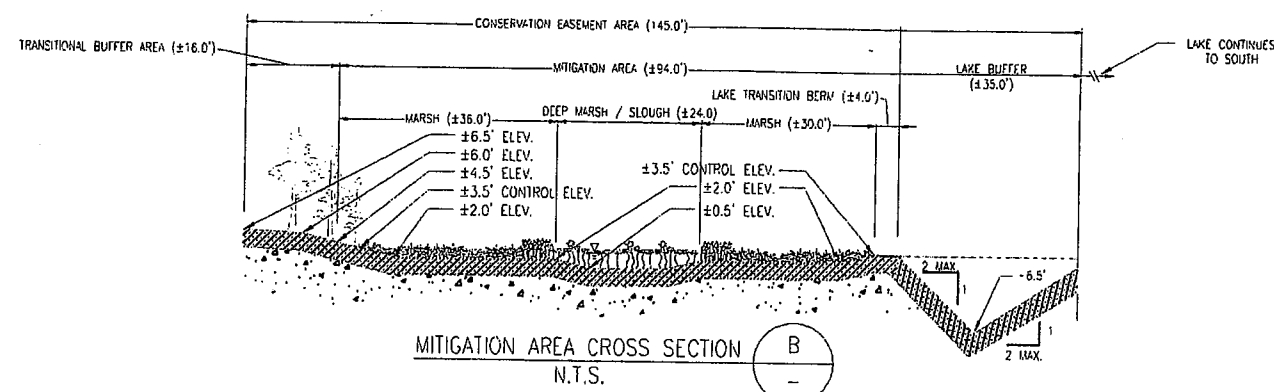
OVERALL LAKE & WETLAND AREA
3.322 ACRES

20'
90'
50'
20'

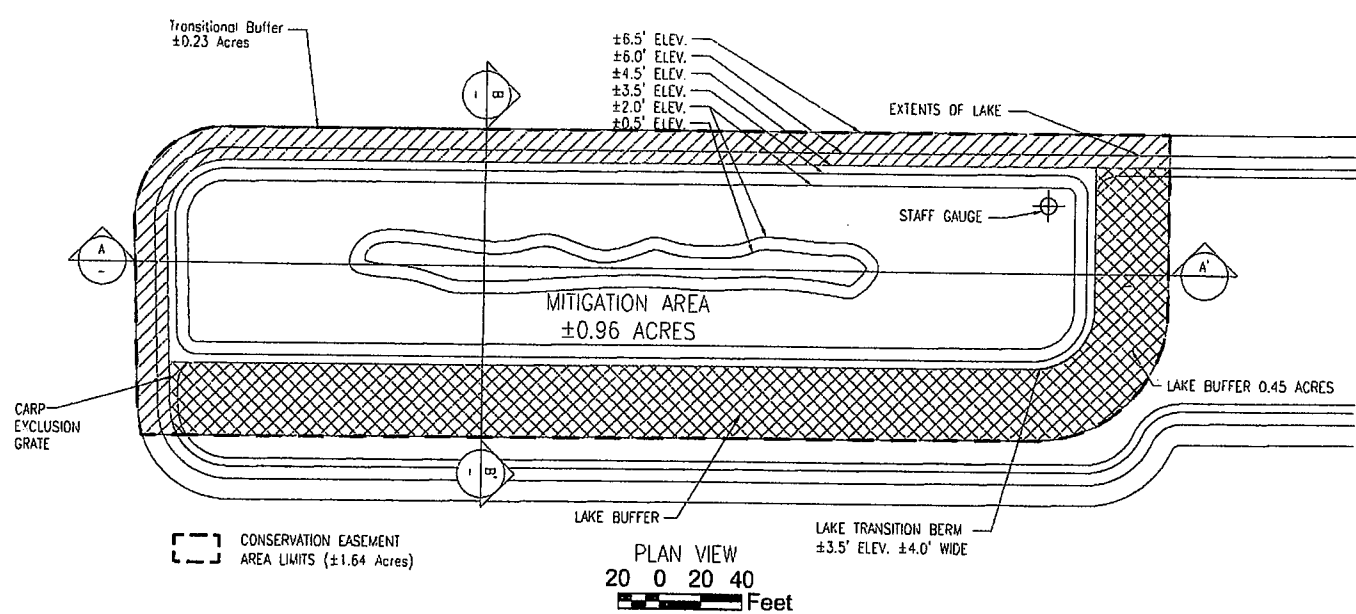
A
A



MITIGATION AREA CROSS SECTION A
N.T.S.



MITIGATION AREA CROSS SECTION B
N.T.S.



PLAN VIEW
0 20 40
Feet

GENERAL NOTES:

1. NATIVE TREES REMOVED FROM THE SITE DURING CLEARING ACTIVITIES WILL BE INSTALLED WITHIN THE TRANSITION AREAS TO SERVE AS SNAGS FOR BIRD PERCHES.
2. NATIVE TREE SNAGS (HEIGHTS BETWEEN 10-20 FT.) WILL BE PLACED STARTING ALONG THE ELEVATION 2.0 FT. NGVD CONTOUR LINE RUNNING TOWARDS THE 0.5 FT. NGVD MARSH AREA. SPECIFIC LOCATIONS FOR SNAGS ALONG THESE CONTOURS WILL BE DETERMINED BASED ON FIELD CONDITIONS.
3. THE ENGINEER OF RECORD FOR THIS SHEET HAS PROVIDED WETLAND GRADING DESIGN ONLY.
4. ALL OTHER SURVEY AND ENGINEERING ON THIS SHEET HAS BEEN PERFORMED BY OTHERS AND IS PROVIDED FOR ORIENTATION PURPOSES ONLY.
5. THIS PLAN SHEET IS PROVIDED FOR PERMITTING PURPOSES ONLY.

TERRA RANCHES WETLANDS MITIGATION AREA - PROPOSED PLANTING PLAN

HABITAT	PLANT SPECIES		QUANTITY	SIZE	SPACING (ft. on Center)	ELEVATION (ft. NGVD)	
	Scientific Name	Common Name					
Transitional Buffer Area: 0.23 acres (elevation range: 6.5 ft. to 4.5 ft. NGVD)	<i>Bursera simaruba</i>	Gumbo Limbo	11	7 Gallon	10	6.5 to 5.5	
	<i>Magnolia virginiana</i>	Sweet Bay	11	7 Gallon	10	6.5 to 5.5	
	<i>Swietenia mahagoni</i>	Mahogany	11	7 Gallon	10	6.5 to 5.5	
	<i>Pinus elliotii</i>	Slash Pine	11	7 Gallon	10	6.5 to 5.5	
	<i>Quercus virginiana</i>	Live Oak	11	7 Gallon	10	6.5 to 5.5	
	<i>Ilex cassine</i>	Dahoon Holly	11	7 Gallon	10	6.5 to 5.5	
	<i>Sabal palmetto</i>	Cabbage Palm	11	6 ft. CT	10	6.5 to 4.5	
	<i>Persea borbonia</i>	Red Bay	11	7 Gallon	10	5.5 to 4.5	
	<i>Quercus laurifolia</i>	Laurel Oak	11	7 Gallon	10	5.5 to 4.5	
	<i>Annona glabra</i>	Pond Apple	11	7 Gallon	10	5.5 to 4.5	
	<i>Toxodium distichum</i>	Bald Cypress	11	7 Gallon	10	5.5 to 4.5	
	Marsh/Deep Marsh-Slough Area: 0.96 acres (elevation range: 4.5 ft. to 0.5 ft. NGVD)	<i>Spartina bakeri</i>	Cordgrass	120	3 Gallon	3	6.5 to 5.5
		<i>Callicarpa americana</i>	Beauty Berry	55	3 Gallon	4	6.5 to 5.5
		<i>Serenca repens</i>	Saw Palmetto	55	3 Gallon	4	6.5 to 5.5
		<i>Rapanea guinensis</i>	Myrsine	55	3 Gallon	4	6.5 to 5.5
		<i>Hamelia patens</i>	Firebush	55	3 Gallon	4	6.5 to 5.5
		<i>Psychotria nervosa</i>	Wild Coffee	55	3 Gallon	4	6.5 to 5.5
		<i>Chrysobalanus icaco</i>	Cocoplum	55	3 Gallon	4	6.5 to 4.5
		<i>Muhlenbergia capillaris</i>	Muhly Grass	120	3 Gallon	3	5.5 to 4.5
		<i>Acrostichum danaeifolium</i>	Leather Fern	120	3 Gallon	3	5.5 to 4.5
		<i>Blechnum serrulatum</i>	Swamp Fern	120	1 Gallon	3	5.5 to 4.5
		<i>Tripsacum dactyloides</i>	Fakahatchee Grass	120	3 Gallon	3	5.5 to 4.5
<i>Myrica cerifera</i>		Wax Myrtle	55	3 Gallon	4	5.5 to 4.5	
<i>Canna flaccida</i>		Yellow Canna	100	Bare Root	3	4.5 to 3.5	
<i>Iris virginica</i>		Southern Blue Flag	100	Bare Root	3	4.5 to 3.5	
<i>Crinum americanum</i>		Swamp Lily	100	Bare Root	3	4.5 to 3.5	
<i>Eleocharis interstincta</i>		Spikerush	800	Bare Root	3	3.5 to 2.0	
<i>Pontederia cordata</i>		Pickereelweed	800	Bare Root	3	3.5 to 2.0	
<i>Sagittaria lancifolia</i>		Duck Potato	800	Bare Root	3	3.5 to 2.0	
<i>Sagittaria latifolia</i>		Arrowhead	800	Bare Root	3	3.5 to 2.0	
<i>Scirpus validus</i>		Soft-Stemmed Bulrush	800	Bare Root	3	3.5 to 2.0	
<i>Juncus effusus</i>	Soft Rush	800	Bare Root	3	3.5 to 2.0		
<i>Scirpus californicus</i>	Giant Bulrush	800	Bare Root	3	3.5 to 2.0		
<i>Thalia geniculata</i>	Fireflag	225	Bare Root	3	2.0 to 0.5		
<i>Nymphaea odorata</i>	Fragrant Water Lily	225	Bare Root	3	2.0 to 0.5		

CT = Clear Trunk Height

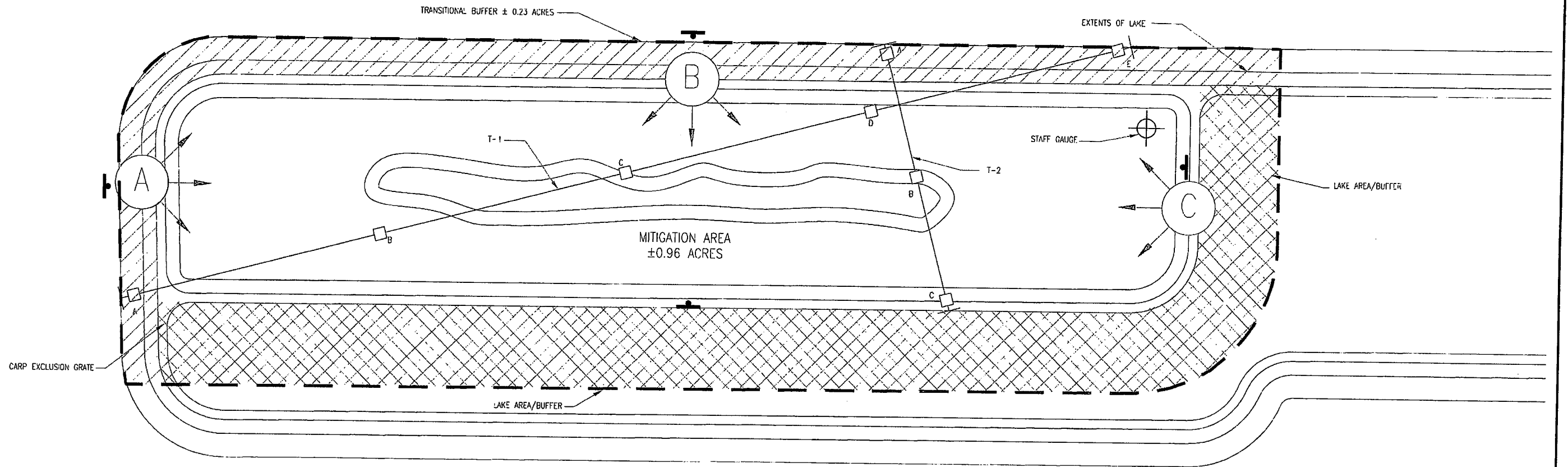
PROFESSIONAL OF RECORD
Brent W. Byrd II
Date: 9-27-17
Florida License Number: 57430

E Sciences, Incorporated FL Engineering Lic. #8694 224 SE 9th Street FL Lauderdale, FL 33316 www.esciencesinc.com		NO.	DATE	REVISION
DRAWN BY: DCR	CHECKED BY: GLC			
PROJECT NUMBER: 2-2739-006				

TERRA RANCHES
WETLAND MITIGATION PLAN

MITIGATION PLAN
SHEET
E1-A

SCALE: AS NOTED
DATE: 9/24/2018



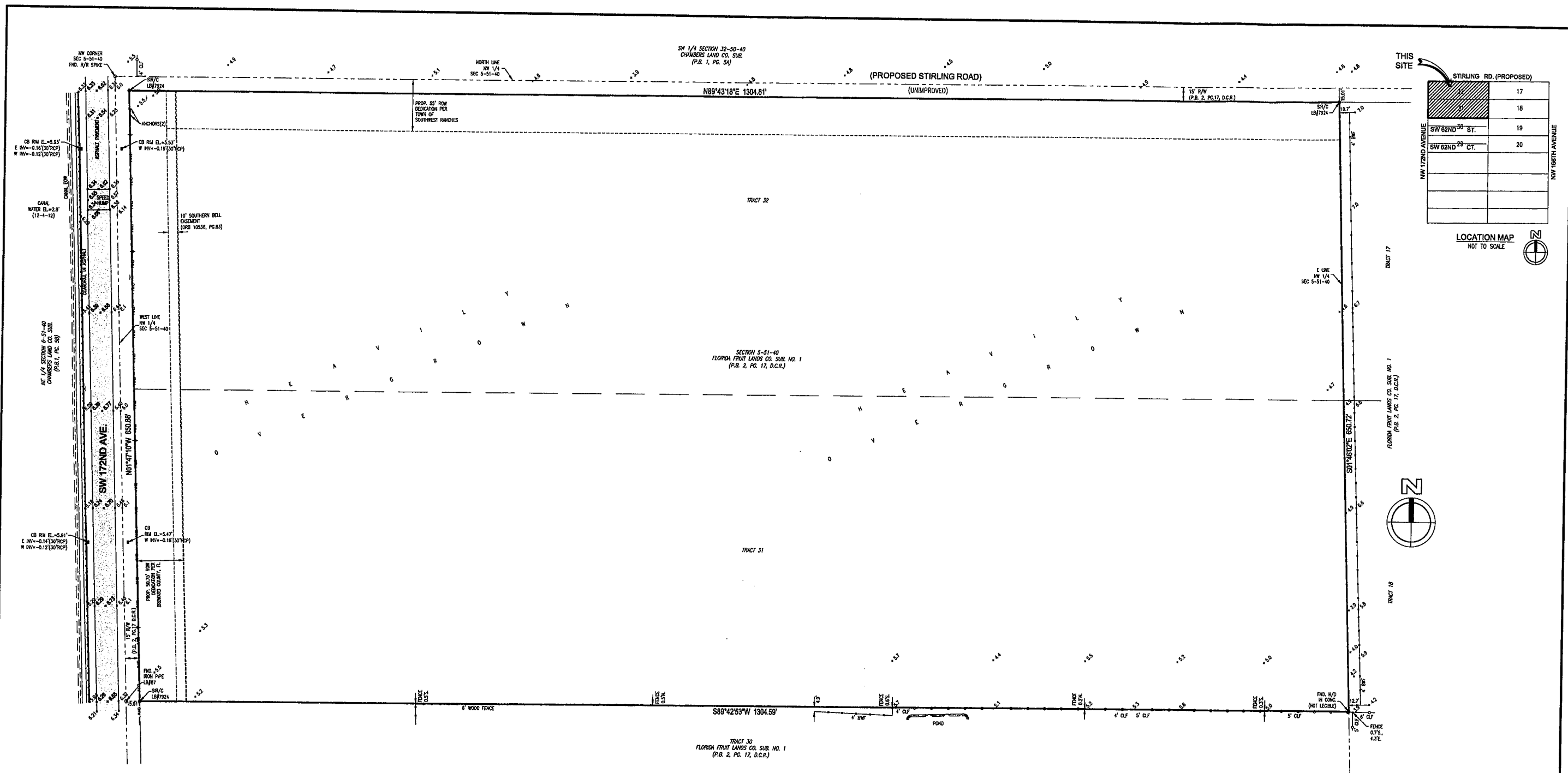
PLAN VIEW
 10 0 10 20
 Feet

- CONSERVATION AREA LIMITS (±1.64 Acres)
- MITIGATION AREA LIMITS (±0.96 ACRES)
- SAMPLING TRANSECTS AND QUADRATS
- PHOTO STATIONS
- STAFF GAUGE
- MITIGATION BOUNDARY SIGN (PROTECTED WETLAND MITIGATION AREA NO TRESPASSING OR DUMPING)

P:\Projects\Terra Ranches\Wetland Mitigation\Drawings\Wetland Mitigation Plan\Wetland Mitigation Plan.dwg

E Sciences, Incorporated FL Engineering Lic. #8691 224 SE 9th Street Ft. Lauderdale, FL 33316 www.esciencesinc.com		NO. DATE REVISION
DRAWN BY: OCR CHECKED BY: GLC PROJECT NUMBER: 2-0739-006	[Empty]	[Empty]

TERRA RANCHES WETLAND MITIGATION PLAN	MONITORING PLAN	SHEET E1-B
	SCALE: AS NOTED	DATE: 8/24/2013



TITLE COMMITMENT INFORMATION TABLE				
COMMIT.	TYPE OF INSTRUMENT	DESCRIPTION	RECORDING DATA	AFFECTS PARCEL
10	RESERVATIONS	OUT-CLAM DEEDS (TRACTS 31 & 32)	O.R. 472, PG. 238 & 239	YES NO
11	RESERVATIONS AND OUT-CLAM	TRUSTEES OF THE INTERNAL IMPROVEMENT FUND RESERVATIONS	O.R. 472, PG. 238 & 239 & O.R. 705, PG. 488	YES NO
12	EASEMENT	SOUTHERN BELL RIGHT-OF-WAY EASEMENT	O.R. 16336, PG. 83	YES YES
14	ORDINANCE	RE-ZONING	O.R. 23651, PG. 783	YES NO
15	RESOLUTION	SOUTH BROWARD DRAINAGE DISTRICT DRAINAGE BASIN BOUNDARY CHANGE	O.R. 31125, PG. 1113	YES NO
17	RESOLUTION	RELEASE OF SOUTH BROWARD DRAINAGE DISTRICT RESOLUTION NO. 88-13	O.R. 49734, PG. 1311	YES NO
18	RESOLUTION	TOWN OF SOUTHWEST RANCHES SITE PLAN APPROVAL	O.R. 49922, PG. 1341	YES NO
18	RESOLUTION	TOWN OF SOUTHWEST RANCHES PLAT APPROVAL	O.R. 49922, PG. 1327	YES NO

- ABBREVIATIONS:**
- B.C.R. = BROWARD COUNTY RECORDS
 - BWF = BARBED WIRE FENCE
 - CB = CATCH BASIN
 - CLF = CHAIN LINK FENCE
 - CMP = CORRUGATED METAL PIPE
 - CONC. = CONCRETE
 - EL = ELEVATION
 - FR/C = FOUND IRON ROD W/CAP
 - FR = FOUND IRON ROD
 - FND. = FOUND
 - INV = INVERT
 - D.C.R. = DADE COUNTY RECORDS
 - N/D = NOT DETERMINED
 - O.R.B. = OFFICIAL RECORDS BOOK
 - P.B. = PLAT BOOK
 - P.B.C.R. = PALM BEACH COUNTY RECORDS
 - PC = PLAT
 - PROP. = PROPOSED
 - RCP = REINFORCED CONCRETE PIPE
 - ROW = RIGHT OF WAY
 - R/R = RAILROAD
 - SEC = SECTION
 - SR/C = SET 1/2" IRON ROD W/CAP LB7924

- LEGEND:**
- ☐ CATCH BASIN
 - ▲ ELEVATION
 - POLE, WOOD
 - SIGN
 - WIRES, OVERHEAD

- NOTES:**
- THIS DRAWING IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
 - THE AREA OF THIS PROPERTY IS 18.49 ACRES, MORE OR LESS.
 - ALL EASEMENTS SHOWN HEREON ARE PER THE RECORD PLAT(S) UNLESS OTHERWISE INDICATED.
 - THERE HAVE BEEN NO UNDERGROUND IMPROVEMENTS LOCATED IN CONNECTION WITH THIS SURVEY, EXCEPT AS SHOWN.
 - BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF SECTION 5-51-40 HAVING A GRID BEARING OF N89°43'18"E, ACCORDING TO CRANER THOMPSON AND ASSOCIATES INC. RESURVEY ALL OF TOWNSHIP 51 SOUTH, RANGE 40 EAST (MISC. P.B. 6, PG. 4, B.C.R.) AS TRANSFORMED TO THE NORTH AMERICAN DATUM OF 1983 WITH THE 1990 ADJUSTMENT.
 - RECORDING INFORMATION REFERS TO BROWARD COUNTY PUBLIC RECORDS UNLESS OTHERWISE INDICATED.
 - ELEVATIONS SHOWN HEREON ARE RELATIVE TO THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 AND WERE DETERMINED FROM BROWARD COUNTY ENGINEERING BENCHMARK #2367; ELEVATION: 6.950'.
 - TRACTS 31 AND 32 AS SHOWN HEREON ARE CONTIGUOUS TO EACH OTHER.
 - FLOOD ELEVATION INFORMATION:
 - A. FIRM NO.: 12011C0285F
 - B. EFFECTIVE DATE: AUGUST 18, 1992
 - C. ZONE: A1
 - D. BASE FLOOD EL.: 7'
 - CERTIFIED TO:
 - (1) TERRA RANCHES INVESTMENTS, LLC
 - (2) WMA TAMARAC, LLC
 - (3) FIRST AMERICAN TITLE INSURANCE COMPANY
 - (4) GREENBERG TRAUBIG, P.A.
 - (5) STARNIS WEAVER MILLER WEISSER ALHADEFF & SITTERSON, P.A.

LEGAL DESCRIPTION

PARCEL 1:
TRACT 31, OF THE SUBDIVISION OF SECTION 5, TOWNSHIP 51 SOUTH, RANGE 40 EAST, ACCORDING TO THE PLAT OF FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, RECORDED IN PLAT BOOK 2, PAGE 17, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

PARCEL 2:
TRACT 32, OF THE SUBDIVISION OF SECTION 5, TOWNSHIP 51 SOUTH, RANGE 40 EAST, ACCORDING TO THE PLAT OF FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, RECORDED IN PLAT BOOK 2, PAGE 17, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYS CONTAINED IN CHAPTER 51-17 OF THE FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

DONNA C. WEST
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NO. LS4290
LAST DATE OF FIELD SURVEY: 8/08/13

NO.	DATE	BY	CHKD	REVISIONS	FB/PG
2	8-14-13	WJR	DCW	UPDATE SURVEY & ADD UPDATED TITLE COMMITMENT INFO	FILE
1	12-20-12	GTW	DCW	AMEND ELEVATIONS	N/A

SCALE: 1"=50'

DATE: 12/05/12

DRAWN BY: GTW

CHECKED BY: DCW

FIELD BOOK: 004/33-38

SURVEY TYPE: BOUNDARY



HSQ GROUP, INC.
Engineers · Planners · Surveyors
1489 West Palmetto Park Road, Suite 340
Boca Raton, Florida 33488 · 561.392.0221
CA26258 · LB7924

MAP OF BOUNDARY SURVEY
TRACTS 31 & 32, SEC. 5-51-40,
FLORIDA LANDS CO. SUB. NO. 1

PROJECT NUMBER
1211-59

SHEET NUMBER
1 OF 1

MEMORANDUM

DATE: December 12, 2013
TO: South Broward Drainage District Commissioners
FROM: Kevin M. Hart, P.E.
District Director
Subject: Re-Investment of District Funds

Comments:

The following investment funds are scheduled to mature over the next three months:

- | | |
|-----------------------------------|---------------------------|
| 1. Regent Bank CD - \$240,023 | Maturity Date - 1/10/2014 |
| 2. Bank of America CD - \$247,500 | Maturity Date - 2/8/14 |

Upon maturity of these investments, the District will have approximately \$487,523 of additional cash-on-hand.

On December 10, 2013, the Finance and Investment Committee met to discuss the District's options for re-investing the cash-on-hand that will be available upon the maturity of each individual CD. The recommendation from the Finance and Investment Committee is to re-invest these funds in new 12-month CDs at the highest available interest rate.

Financial impacts to this Agenda Item: None; a cash flow analysis by SBDD staff indicates that the District will have adequate cash-on-hand during the 12-month periods of the new CDs.

This is to request approval to re-invest the monies that will become available from two maturing CD investments over the next three months by purchasing new 12-month CDs at the highest available interest rates.

KH
Attachment