SOUTH BROWARD DRAINAGE DISTRICT
GOVERNING BOARD MEETING MINUTES
NOVEMBER 15, 2012

Present:

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

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

Absent:

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01. CALL TO ORDER/PLEDGE OF ALLEGIANCE

Meeting called to order at 8:06 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 25, 2012, South Broward Drainage District Board meeting. Motion was seconded by Commissioner Minnaugh and was carried unanimously.

04. DISTRICT DIRECTOR'S REPORT

A. SWEARING IN OF ELECTED BOARD MEMBERS

Attorney Bell administered the Oath of Office to newly elected SBDD Commissioners Scott Hodges, Vicki Minnaugh and Thomas Good.

B. ELECTION OF BOARD OFFICERS

Attorney Bell presented the Board with options and procedures on electing the Board officers for the 2-year period beginning with the November 15, 2012 meeting and ending with the November, 2014 meeting.

Commissioner Mersinger then nominated the Board's current elected officers to serve in the same office for the 2-year period beginning with the November 15, 2012 meeting. Commissioner Goggin seconded the nominations.

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Since there were no further nominations, the nominations were closed.

The Board unanimously elected the following officers as nominated:

Chairperson - Scott Hodges
Vice Chairperson - James Ryan
Treasurer - Vicki Minnaugh
Secretary - Robert Goggin IV

C. VACATION REQUEST FOR PEMBROKE PINES CITY CENTER, PEMBROKE PINES, FL

South Broward Drainage District (SBDD) received a request to vacate a portion of a Drainage/Flowage/Storage Easement located within the "Pembroke Pines City Center" plat, located west of Palm Avenue and south of Pines Boulevard in the City of Pembroke Pines, FL. The property is owned by the City of Pembroke Pines.

The reason for the request is that the Drainage/Flowage/Storage Easement is no longer needed in the area requested to be vacated. This easement area is located outside of the existing lake which is serving the City's property.

The City will be dedicating a new 20' Lake Maintenance Easement (LME) along the perimeter of the lake within the City's property. SBDD staff has no objection to this vacation request, subject to the dedication of the new LME. There will be no financial impact, other than SBDD administrative costs; all other costs will be incurred by the property owner.

Commissioner Minnaugh moved for approval to vacate that portion of the Pembroke Pines City Center Easement as presented by the District Director, subject to the dedication by the City to SBDD of a 20' Lake Maintenance Easement along the perimeter of the lake (between NW 107th Avenue and the FPL Easement). Motion was seconded by Commissioner Santana-Woodall for discussion.

After discussion, Commissioner Minnaugh re-stated her motion for approval to vacate that portion of the Pembroke Pines City Center Easement as presented by the District Director, with the following conditions: (1) the dedication by the City to SBDD of a 20' Lake Maintenance Easement along the perimeter of the lake (between NW 107th Avenue and the FPL Easement); (2) that SBDD will record all documents, and (3) the City of Pembroke Pines will reimburse the District for all recording fees/costs. As the Commissioner who seconded the original motion, Commissioner Santana-Woodall seconded the re-stated motion and it was carried unanimously.

D. VACATION REQUEST FOR COUNTRY LAKES WEST PLAT, CITY OF MIRAMAR, FL

South Broward Drainage District (SBDD) received a request to vacate a portion of a 40' Drainage Easement (DE) located within the "Country Lakes West Plat", located east of Dykes road and north of Bass Creek Road in the City of Miramar, FL. The property is owned by the S.W. 160th Avenue, LLC.

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The reason for the request is that the 40' DE is no longer needed. The original easement area was dedicated as a temporary easement until a permanent drainage system and easements were in place for Dykes Road, which has been completed. No additional easements are needed at this time. SBDD staff has no objection to this vacation request.

There will be no financial impact, other than SBDD administrative costs; all other costs will be incurred by the property owner.

Commissioner Minnaugh moved for approval to vacate that portion of the 40' Drainage Easement (DE) located within the "Country Lakes West Plat" as presented by the District Director subject to SBDD recording the document and SBDD getting reimbursed by the petitioner for the recording fees/costs. Motion was seconded by Commissioner Santana-Woodall and it was carried unanimously.

E. DISTRICT DIRECTOR'S ANNUAL PERFORMANCE REVIEW

Chair Hodges reviewed with the Board the follow-up steps that were taken regarding the District Director's annual performance review. He and District Director Hart prepared a form that the District Director sent out to each Board member to complete. Chair Hodges received back 6 of the 7 forms with all Commissioners rating the District Director's overall performance as a 5 (on a scale of 1-5, with 5 being the highest rating). Commissioner Good then stated that he had not submitted his form, but had spoken with the District Director. He further indicated that he was pleased with the District Director's performance, but felt that the evaluation form could be improved upon. Commissioner Good made the following points – it's good for the District Director to list his accomplishments, but that should be separate from the Commissioner's form and sign-off; he would prefer to see a list of performance items with a rating for each individual item, similar to what other government organizations do for the CEO; there should not be a sign-off for any pay increase since that item is specified in the District Director's employment contract. The Board agreed that the forms completed for this year would be put into the District Director's personnel file and that Commissioner Good would follow-up individually. Chair Hodges also indicated that he would work with the Board to create a new evaluation form for next year's annual review.

F. OTHER

District Director Hart updated the Board on some outreach efforts. He is currently working with the Pembroke Pines Charter Middle School on an educational math program (engineered based), which is working out really well and he hopes it will be a model program moving forward. He is also working with Florida International University (FIU) on a potential partnership involving an intern program for FIU students where they would help the District with miscellaneous engineering work. He hopes to meet with the Dean of the Engineering at FIU to explore this concept further. He thanked Commissioner Santana-Woodall for getting this started.

05. ATTORNEY'S REPORT:

Attorney Bell gave an update on Grand Palms. He said the Settlement Agreement has been approved by the court and the District is now proceeding with the drawings.

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District Director Hart added that the preliminary schedule for installing the culvert at the Grand Palms Golf course will be by May 15 thru June 15, 2013. He said that the drawings are about 90% complete; and that the plans need to be reviewed by the parties involved. The advertisement for bids should be placed by next month.

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

Commissioner Mersinger said that she attended the Broward Days kick-off and that it went well. She commented that she does not see much being done in the upcoming Florida Legislature where SBDD is concerned.

Commissioner Minnaugh commented on how many residents have no idea what the Drainage District does. She also commented that there were some residents that e-mailed her asking her questions on FEMA; and she sent some of those e-mails to District Director Hart for a response.

Commissioner Santana-Woodall thanked District Director Hart for how hard he is working with the math program. She said that she has a meeting with the Special Education Board at FIU to discuss other ventures that they might be interested in exploring such as bringing in a special needs adult to help out at the District; and perhaps getting a grant to pay the costs.

08. MEETING DATE

A. The Next Regular Board Meeting will be held on **Thursday, December 20th at 8:00 a.m.**

Adjournment at 8:55 A.M.

Respectfully submitted,

_____

Robert E. Goggin IV, Secretary
South Broward Drainage District

/rim

DRAFT

****MEMORANDUM****

DATE: December 13, 2012

TO: South Broward Drainage District Commissioners

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

Subject: Contract Award for Tree Removal & Trimming in the City of Pembroke Pines

Comments:

SBDD advertised for bids for Tree Removal & Trimming in the City of Pembroke Pines. We received a total of three (3) bids. The bid amounts ranged in price from $14,970 to $21,540. Each bidder was required to visit each job site location with a SBDD representative as a prerequisite to submitting a bid. A copy of the Bid Summary is attached.

The lowest bid received was submitted by EDJ Service, Inc. (EDJ) in the amount of $14,970.00. SBDD has reviewed the bid submitted by EDJ 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 on similar type projects.

I am recommending that the District award the contract for the Tree Removal & Trimming in the City of Pembroke Pines to EDJ Service, Inc. in the amount of $14,970.00 as the lowest responsive, responsible bidder.

Financial impacts to this Agenda Item: The work covered under this project is included as part of the District's 2012-2013 budget; and funding for the project will come from the SBDD General Operating account.

This is to request approval to award the contract for the Tree Removal in the City of Pembroke Pines to EDJ Service, Inc. in the amount of $14,970.00. Funding for this project will come from the SBDD General Operating Account as part of the 2011-2012 Budget.

KH
Attachment

FINAL
BID TABULATION

SOUTH BROWARD DRAINAGE DISTRICT

TREE REMOVAL & TRIMMING IN PEMBROKE PINES

Thursday, December 06, 2012

(BID RESULTS HAVE NOT BEEN FULLY EVALUATED)

COMPANY NAME	LUMP SUM FOR ALL LOCATIONS	COMMENTS
EDJ Service Inc.	$14,970.00	
Superior Landscaping & Lawn Services, Inc.	$15,322.00	
ELAN Lawn & Landscaping	$21,540.00	

****MEMORANDUM****

DATE: December 13, 2012

TO: South Broward Drainage District Commissioners

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

Subject: Contract Award for SBDD Conversion of Stormwater Pumps from Oil to Water Lubrication at the S-1 & S-3 Pump Stations in Miramar

Comments:

SBDD advertised for bids for the Conversion of Stormwater Pumps From Oil to Water Lubrication at the S-1 & S-3 Pump Stations in Miramar. One pump is located at the S-1 Pump Station (#2 Pump) and the second pump is located at the S-3 Pump Station (#3 Pump). We received a total of two (2) bids. The bid included a base bid and three Alternate Bid Items. The base bids ranged in price from $26,296.00 to $27,768.00. Each bidder was required to visit the two site locations with a SBDD representative as a prerequisite to submitting a bid. A copy of the Bid Summary is attached.

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

I am recommending that the District award the contract for the SBDD Conversion of Stormwater Pumps From Oil to Water Lubrication at the S-1 & S-3 Pump Stations in Miramar to FPI Pumps, Inc. in the amount of $26,296.00 as the lowest responsive, responsible bidder. In addition, I am requesting the award of Bid Alternates 1, 2 and 3 in the combined amount of $6,296.00 to FPI Pumps, Inc. as the lowest responsive, responsible bidder. The total amount of the contract will be $32,592.00.

Financial impacts to this Agenda Item: The work covered under this project is included as part of the District's 2012-2013 Capital Improvement Plan (CIP); and funding for the project will come from the SBDD Capital Improvement Committed Account.

This is to request approval to award the contract for the SBDD Conversion of Stormwater Pumps From Oil to Water Lubrication at the S-1 & S-3 Pump Stations in Miramar to FPI Pumps, Inc. in the amount of $32,592.00. Funding for this project will come from the SBDD Capital Improvement Committed Account.

KH
Attachment

FINAL BID TABULATION

SOUTH BROWARD DRAINAGE DISTRICT

CONVERSION OF STORMWATER PUMPS FROM OIL TO WATER LUBRICATION AT THE S-1 & S-3 PUMP STATIONS IN MIRAMAR

Thursday, December 06, 2012

(BID RESULTS HAVE NOT BEEN FULLY EVALUATED)

COMPANY NAME	BASE BID AMOUNTS			COMMENTS
	BASE BID LOC. 1	BASE BID LOC. 2	TOTAL BASE BID FOR BOTH LOCATIONS	
FPI Pumps, Inc.	$13,148.00	$13,148.00	$26,296.00	
Moving Water Industries (MWI Corp.)	$13,884.00	$13,884.00	$27,768.00	

	ALTERNATE BID AMOUNTS		
	ALT. BID # 1	ALT. BID # 2	ALT. BID # 3
FPI Pumps, Inc.	$600.00	$600.00	$2,548.00 PER PUMP
Moving Water Industries (MWI Corporation)	$556.00	$556.00	$2,775.00 PER PUMP

****MEMORANDUM****

DATE: December 13, 2012

TO: South Broward Drainage District Commissioners

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

Subject: Contract Award for Fabric Formed Endwall Construction Project

Comments:

SBDD advertised for bids for the installation of Fabric Formed endwalls at three (3) locations. We received a total of three (3) bids. The bid included a Base Bid amount for two (2) locations and one Alternate Bid amount for a third location. The Base Bid amounts ranged in price from $31,300 to $48,107.00; and the Alternate Bid amounts ranged in price from 14,000 to 24,755. Each bidder was required to visit each job site location with a SBDD representative as a prerequisite to submitting a bid. A copy of the Bid Summary is attached.

The bid documents allow the District the option of awarding the contract on a split basis.

The lowest base bid and alternate bid was submitted by LCCI Construction LLC in the amounts of $31,300.00 and $14,000.00 respectively. SBDD has reviewed the bid submitted by LCCI Construction LLC 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 on similar type projects. I am recommending that the District award the contract for the Base Bid and Alternate Bid for the Fabric Formed Endwall Construction Project to LCCI Construction LLC in the amount of $45,300.00 as the lowest responsive, responsible bidder.

Financial impacts to this Agenda Item: The work covered under this project is included as part of the District's 2012-2013 budget; and funding for the project will come from the SBDD General Operating account.

This is to request approval to award the contract for the base bid and alternate bid for the Fabric Formed Endwall Construction Project to LCCI Construction LLC in the amount of $45,300.00. Funding for this project will come from the SBDD General Operating Account as part of the 2012-2013 Budget.

KH
Attachment

FINAL BID TABULATION

SOUTH BROWARD DRAINAGE DISTRICT

FABRIC FORMED ENDWALL CONSTRUCTION PROJECT IN PEMBROKE PINES & MIRAMAR

Thursday, December 06, 2012

(BID RESULTS HAVE NOT BEEN FULLY EVALUATED)

COMPANY NAME	BID AMOUNT					COMMENTS
	BASE BID LOCATION # 1	BASE BID LOCATION # 2	TOTAL BASE BID	ALTERNATE BID LOCATION # 3	LUMP SUM TOTAL FOR ALL THREE LOCATIONS	
LCCI Construction, LLC	$14,500.00	$16,800.00	$31,300.00	$14,000.00	$45,300.00	
Industrial Divers Corp.	$20,979.00	$20,304.00	$41,283.00	$20,298.00	$61,581.00	
Underwater Engineering Services, Inc.	$25,393.00	$22,714.00	$48,107.00	$24,755.00	$72,862.00	

ITEM# 4B

****MEMORANDUM****

DATE: December 13, 2012

TO: South Broward Drainage District Commissioners

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

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

Comments:

SBDD recently completed the CIP project to upgrade the system control panels at the S-3 and S-8 pump stations. This project included the installation of new control panels and Programmable Logic Controllers (PLCs) at the S-3 and S-8 pump station and was previously approved by the Board with funding through the Capital Improvement Committed Account. SBDD now has the ability to monitor and operate all pump stations from remote locations.

Financial impacts to this Agenda Item: None; the contract for this work was previously approved by the SBDD Board of Commissioners and has been paid in full through the General Operating Account.

This is to request approval to transfer $115,986.00 from the SBDD Capital Improvement Committed Account to the SBDD General Operating Account as reimbursement for the CIP project to upgrade the control panels at the S-3 and S-8 pump stations.

KH
Attachments

TAW Custom Equipment

6312 78TH STREET
RIVERVIEW, FL 33578
Tel: 866-387-0077
Fax: (813) 940-3235

PLEASE REMIT TO:
TAW
P.O. BOX 3381
TAMPA, FL 33601-3381

Please reference invoice number with your payment

SOUTH BROWARD DRAINAGE DISTRICT
6591 SW 160TH AVENUE
SOUTHWEST RANCHES, FL 33331

Invoice

Date .....: 06/22/2012
Invoice No. .....: 30000812
Due date .....: 07/22/2012
Terms of payment .....: Net 30 days
Cash discount .....:
Customer account .....: 208037

Customer PO .....: SBDD S3,S8 AGREEMEI
PO release .....:
Work order .....:
TAW ID .....: CE006-30-114-40-0

Deliver to SOUTH BROWARD DRAINAGE DIST
6591 SW 160TH AVENUE
SOUTHWEST RANCHES, FL 33331

Note
UPGRADE TO S3 & S8

Project	Transaction text	Line amount
30300582	SOUTH BROWARD S3 & S8 UPGRADE	115,986.00

****

PLEASE NOTE
CHANGE IN OUR REMITTANCE ADDRESS TO:

TAW
P.O BOX 3381
TAMPA, FL 33601-3381
****

Fund Conservation
OK By
Date 11/14/12
Acct. # 1795.2
Posted BT

Nontaxable	Taxable					
115,986.00	0.00					
Sales balance	Total discount	Misc. charges	Net amount	Sales tax	Round-off	**Total**
115,986.00	0.00	0.00	115,986.00	0.00	0.00	**115,986.00** USD

NOTICE--PLEASE READ

This invoice and the transactions related hereto are governed by TAW. Standard Terms and Conditions (the "Terms and Conditions") which have been provided to Customer and/or are available at www.tawinc.com\TC1.aspx. Any terms or conditions contained in any purchase order, agreement or other document which are inconsistent with or in addition to the Terms and Conditions are null and void and are superseded by the Terms and Conditions, unless the purchase order, agreement, Terms and Conditions were agreed to in writing and signed by an authorized officer of Tampa Armature Works, Inc. No amendment to the Terms and Conditions is valid unless in writing and signed by an authorized officer of Tampa Armature Works, Inc.

CONTROL PANEL UPGRADES @
S-3 & S-8 PUMP STATIONS

FINAL BID TABULATION

SOUTH BROWARD DRAINAGE DISTRICT

REPLACEMENT OF CONTROL PANELS FOR THE S3 & S8 PUMP STATIONS IN MIRAMAR & SWR

COMPANY NAME	BID AMOUNTS			COMMENTS
	LOC. 1	LOC. 2	TOTAL	
TAW Custom Equipment	$57,093.00	$58,893.00	$115,986.00	***AWARDED***
FRANCIS URIEL ELECTRIC ADT, INC.	$166,566.00	$166,566.00	$333,132.00	

ITEM# 4C

****MEMORANDUM****

DATE: December 13, 2012

TO: South Broward Drainage District Commissioners

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

Subject: Proposed Resolution No. 2012-15

Comments:

Proposed Resolution 2012-15 allows SBDD to enter in a Maintenance and Indemnification Agreement (Agreement) with property owners who obtain a Paving & Drainage Permit from the District for residential, commercial or industrial development or re-development projects without additional approval from the SBDD Board of Commissioners (Board). The purpose of the Maintenance and Indemnification Agreement is to set forth the maintenance responsibilities of the property owners in regards to the drainage system serving the development and to indemnify the District from any and all liability, claims, loss, damage and expenses arising out of construction and/or maintenance of the drainage system. The Agreement also includes language regarding easements, off-site drainage (if applicable), wetland mitigation areas (if applicable) and the District's ability to provide maintenance in the event the property owners fail to meet their responsibilities and obligations.

The proposed Resolution includes four (4) standard Agreements as follows:

1. An Agreement for a development with a drainage system for on-site drainage only (no off-site drainage and no wetlands), attached as Exhibit "1" to the Resolution.

2. An Agreement for a development with a drainage system for on-site drainage and off-site drainage (no wetlands), attached as Exhibit "2" to the Resolution.

3. An Agreement for a development with a drainage system for on-site drainage and wetlands (no off-site drainage), attached as Exhibit "3" to the Resolution.

4. An Agreement for a development with a drainage system for on-site drainage, off-site drainage and wetlands, attached as Exhibit "4" to the Resolution.

All four Agreements have been reviewed by the District Attorney. Any substantive changes to the standard agreements will require Board approval.

Approval of this Resolution will eliminate the need for the SBDD attorney to prepare separate Agreements between the property owners and SBDD which then requires Board approval by

separate resolution. This will save the property owners the expense of attorney's fees and costs for preparing a separate agreement and resolution.

Financial impacts to this Agenda Item: none, other than SBDD administrative costs; all other costs will be incurred by the individual property owners. SBDD legal costs to individual property owners should be reduced.

KH
Attachments

SOUTH BROWARD DRAINAGE DISTRICT
RESOLUTION Nº 2012-15

RESOLUTION OF THE SOUTH BROWARD DRAINAGE DISTRICT AUTHORIZING THE DISTRICT TO ENTER INTO MAINTENANCE AND INDEMNIFICATION AGREEMENTS WITH PROPERTY OWNERS WHO ARE DEVELOPING OR REDEVELOPING PROPERTY WITHIN THE DISTRICT, SETTING FORTH THE MAINTENANCE RESPONSIBILITIES OF THE PROPERTY OWNERS WITH RESPECT TO THE DRAINAGE SYSTEM AND SURFACE WATER MANAGEMENT SYSTEM SERVING THE PROPERTY AND INDEMNIFYING THE DISTRICT FROM ANY AND ALL LIABILITY, CLAIMS, LOSS, DAMAGE AND EXPENSES DISTRICT MAY INCUR AS THE RESULT OF THE CONSTRUCTION AND/OR MAINTENANCE OF SAID DRAINAGE SYSTEM AND SURFACE WATER MANAGEMENT SYSTEM; AUTHORIZING THE DISTRICT TO ENTER INTO SAID AGREEMENTS WITHOUT FURTHER BOARD APPROVAL; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the South Broward Drainage District, hereinafter referred to as "District", is a political subdivision of the State of Florida charged with the responsibility of effecting drainage and water management within its geographical boundaries; and

WHEREAS, the District has previously established and approved a Regulations, Standards, Procedures and Design Criteria Manual, hereinafter referred to as "Criteria Manual" which established regulations, standards, procedures and design criteria for constructing improvements within the District; and

WHEREAS, property owners are required to obtain a Paving and Drainage Permit, (hereinafter referred to as "Permit") from the District in order to construct a drainage system and a stormwater management system within the District to serve residential, commercial or industrial development or redevelopment projects (hereinafter referred to as "Development"); and

WHEREAS, the purpose of the District issuing a Permit is to insure that the applicant's drainage system and surface water management system will not be harmful to the water resources and overall drainage of the District and is consistent with the public interest; and

WHEREAS, the drainage system and surface water management system for a Development may include provisions for flowage of stormwater drainage from neighboring properties to store, flow and drain in and through the Development property; and

WHEREAS, the drainage system and surface water management system for a Development project may include wetland areas and/or wetland mitigation areas; and

WHEREAS, collectively, the Development's drainage system, surface water management system, wetland areas and/or wetland mitigation areas shall hereinafter be referred to as "Drainage System"; and

WHEREAS, as a condition of issuing a Permit, the District may require the property owners to enter into a Maintenance and Indemnification Agreement; and

WHEREAS, the purpose of the Maintenance and Indemnification Agreement is to set forth the maintenance responsibilities of the property owners for the Drainage System, and to indemnify the District from any and all liability, claims, loss, damage and expenses arising out of construction and/or maintenance of the Drainage System; and

WHEREAS, the District has previously authorized the District to enter into agreements with property owners without further Board approval; and

WHEREAS, the District Attorney has prepared standard Agreements to be entered into between the District and property owners for the purpose of setting forth the maintenance responsibilities of the property owners for a Development's Drainage System and indemnifying the District from any and all liability, claims, loss, damage and expense the District may suffer as the result of the construction and/or maintenance of a Development's Drainage System. A true and correct copy of said Agreements are attached to this Resolution as Exhibit "1", Exhibit "2", Exhibit "3" and Exhibit "4"; and

WHEREAS, Exhibit "1" is for a Development with a Drainage System for on-site drainage only (no off-site drainage and no mitigation); and Exhibit "2" is for a Development with a Drainage System for on-site drainage and off-site drainage (no mitigation); Exhibit "3" is for a Development with a Drainage System for on-site drainage

and mitigation (no off-site drainage); and Exhibit "4" is for a Development with a Drainage System for on-site drainage, off-site drainage and mitigation; and

WHEREAS, a public hearing was held at 8:00 A.M. on Thursday, December 20, 2012 at the offices of the South Broward Drainage District located at 6591 S.W. 160th Avenue, Southwest Ranches, Florida 33331 for the purpose of approving the proposed Agreements, attached hereto as Exhibit "1", Exhibit "2", Exhibit "3" and Exhibit "4" and authorizing the District to enter into the proposed Agreements with property owners upon certain conditions;

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

1. The foregoing statements are incorporated herein in their entirety as if fully stated herein.

2. That upon recommendation of the District Director, a Permit may be issued to property owners for construction of Drainage Improvements within a Development so long as the property owners have provided all documents required by the District in the form acceptable to the District and said Drainage Improvements are in accordance with the District's Criteria Manual.

3. That the District is authorized to enter into one of the Agreements which are attached to this Resolution as Exhibit "1", Exhibit "2", Exhibit "3" and Exhibit "4" with property owners whose Permit require such an Agreement to be executed so long as the property owners have provided all documents required by the District in the form acceptable to the District, have executed the Agreement and have paid the District's required fees and expenses associated with the approval and recording of the Agreement.

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

5. That so long as property owners provide all information required by District, the Agreement is executed by the property owner, filled out in its entirety by the property owners and all fees have been paid, and following approval by the District Director and without further action by the District Board of Commissioners, the Agreement shall be executed in the name of the District by the Chairperson and countersigned and attested by the Secretary of the District and its corporate seal or facsimile thereof shall be affixed or reproduced thereof.

6. After the Agreement has been fully executed, the District Director is authorized and directed to have the original signed Agreement recorded in the Broward County Public Records.

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

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

{remainder of this page left intentionally blank}

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

ADOPTED AND DATED the _____ day of _____, 2012.

SOUTH BROWARD DRAINAGE DISTRICT

(SEAL)

By:_____
Scott Hodges, Chairperson

Attest:

_____
Robert E. Goggin, IV, Secretary

STATE OF FLORIDA)
)§
COUNTY OF BROWARD)

The foregoing Resolution № 2012-15 was acknowledged before me this ____ day of _____, 2012 by SCOTT HODGES and ROBERT E. GOGGIN, IV, as Chairperson and Secretary, respectively of the SOUTH BROWARD DRAINAGE DISTRICT, a political subdivision of the State of Florida, on behalf of SOUTH BROWARD DRAINAGE DISTRICT. They are personally known to me.

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

(NOTARY SEAL OR STAMP)

_____
Notary Public - State of Florida at Large

THE FOREGOING RESOLUTION AUTHORIZES THE DISTRICT TO ENTER INTO A MAINTENANCE AND INDEMNIFICATION AGREEMENT WITH PROPERTY OWNERS WHO ARE DEVELOPING OR REDEVELOPING PROPERTY WITHIN THE DISTRICT, SAID AGREEMENTS SETTING FORTH THE MAINTENANCE RESPONSIBILITIES OF THE PROPERTY OWNERS WITH RESPECT TO DRAINAGE SYSTEM AND SURFACE WATER MANAGEMENT SYSTEM SERVING THE PROPERTY AND INDEMNIFYING DISTRICT FROM ANY AND ALL LIABILITY, CLAIMS, LOSS, DAMAGE AND EXPENSES DISTRICT MAY SUFFER AS THE RESULT OF THE CONSTRUCTION AND/OR MAINTENANCE OF SAID DRAINAGE SYSTEM AND SURFACE WATER MANAGEMENT SYSTEM; AUTHORIZING DISTRICT TO ENTER INTO SAID AGREEMENTS WITHOUT FURTHER BOARD APPROVAL. THESE AGREEMENTS WERE APPROVED BY SOUTH BROWARD DRAINAGE DISTRICT RESOLUTION NO. 2012-15 WHICH WAS ADOPTED BY THE SOUTH BROWARD DRAINAGE DISTRICT BOARD OF COMMISSIONERS ON THE 20TH DAY OF DECEMBER, 2012.

EXHIBIT #1

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

MAINTENANCE AND INDEMNIFICATION AGREEMENT

(PROJECT NAME)

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

W I T N E S S E T H:

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

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

SEE EXHIBIT "A" ATTACHED HERETO

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

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

WHEREAS, the aforedescribed Easements have been dedicated to the District and are recorded

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

prior to entering the Easement Areas, except in the event of an emergency as solely determined by the District. In this event, the District will make a reasonable attempt to notify Owner as soon as reasonably practical under the circumstances. This Paragraph does not and is not intended to release third parties from any damage that the third parties may cause to the Drainage System.

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

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

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

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

completed.

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

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

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

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

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

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

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

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

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

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

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

23. Any expenses or costs, including reasonable attorney's fees incurred by the District with respect to the matters for which the District has been indemnified under this Agreement, or as a result of any work performed by the District as provided for in this Agreement, or for damages incurred by the District for which the Owner has indemnified the District, shall be paid to District by Owner, its successors

or assigns, as applicable, within thirty (30) days after receiving a statement for same with support documentation (invoices and the like) for all charges shown.

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

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

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

As to District:

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

with a copy to:

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

As to Owner:

NAME AND ADDRESS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Signed, sealed and delivered in the presence of:

"District"
(SOUTH BROWARD DRAINAGE DISTRICT)

_____
Witness Signature

_____
Witness Printed Name

_____
By: Scott Hodges, Chairperson

Attest:

_____
Witness Signature

_____
Robert E. Goggin IV, Secretary

_____
Witness Printed Name

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

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

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

NOTARY SEAL OR STAMP

_____
NOTARY PUBLIC

"Owner"
NAME, a _____

_____
Witness Signature

_____
Witness Printed Name

By:
_____
NAME, TITLE

_____
Witness Signature

_____
Witness Printed Name

STATE OF FLORIDA)
)
COUNTY OF _____)

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

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

[NOTARY SEAL, STAMP, COMMISSION AND EXPIRATION]

_____
NOTARY PUBLIC:

EXHIBIT # 2

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

MAINTENANCE AND INDEMNIFICATION AGREEMENT

(PROJECT NAME)

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

W I T N E S S E T H:

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

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

SEE EXHIBIT "A" ATTACHED HERETO

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

District agrees to give Owner reasonable notice prior to entering the Subject Property unless an emergency exists in which case the District will notify Owner as soon as reasonably practical under the circumstances.

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

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

have against claims from such persons.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

As to District:

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

with a copy to:

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

As to Owner:

NAME AND ADDRESS

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

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

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

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

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

30. No waiver of any provision of this Agreement shall be effective unless it is in writing,

signed by the party against whom it is asserted and any such written wavier shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

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

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

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

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

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

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

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

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

39. This Agreement merges and supersedes any and all previous agreements on the subject

matter between the parties, whether oral or written, and constitutes the entire agreement between the parties.

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

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

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

{The remainder of this page left intentionally blank}

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

Signed, sealed and delivered in the presence of:

"District"
(SOUTH BROWARD DRAINAGE DISTRICT)

_____
Witness Signature

_____
Witness Printed Name

_____
By: Scott Hodges, Chairperson

Attest:

_____
Witness Signature

_____
Witness Printed Name

_____
Robert E. Goggin IV, Secretary

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

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

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

NOTARY SEAL OR STAMP

_____
NOTARY PUBLIC

"Owner"
NAME, a _____

_____
Witness Signature

_____
Witness Printed Name

_____
Witness Signature

_____
Witness Printed Name

By: _____
NAME, TITLE

STATE OF FLORIDA)
)
COUNTY OF _____)

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

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

[NOTARY SEAL, STAMP, COMMISSION AND EXPIRATION]

_____
NOTARY PUBLIC:

EXHIBIT #3

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

MAINTENANCE AND INDEMNIFICATION AGREEMENT
(Project Name)

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

W I T N E S S E T H:

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

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

SEE EXHIBIT "A" ATTACHED HERETO

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

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

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

and

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

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

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

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

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

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

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

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

construction of the Drainage System; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

As to District:

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

with a copy to:

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

As to Owner:

NAME AND ADDRESS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

{Remainder of this page left intentionally blank}

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

Signed, sealed and delivered in the presence of:

"District"
(SOUTH BROWARD DRAINAGE DISTRICT)

_____
Witness Signature ↑

_____
Witness Printed Name ↑

_____
By: Scott Hodges, Chairperson

Attest:

_____
Witness Signature ↑

_____
Robert E. Goggin IV, Secretary

_____
Witness Printed Name ↑

STATE OF FLORIDA)
)§
COUNTY OF BROWARD)

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

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

NOTARY SEAL OR STAMP

_____
NOTARY PUBLIC SIGNATURE

"Owner"

SHOW NAME OF OWNER

_____
Witness Signature ↑

_____
Witness Printed Name

_____ By: _____
Witness Signature ↑ Name, Title

_____
Witness Printed Name ↑

STATE OF FLORIDA)
) §
COUNTY OF)

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

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

NOTARY SEAL OR STAMP

_____
NOTARY PUBLIC SIGNATURE

EXHIBIT "A"

EXHIBIT "B"

EXHIBIT #4

December 14, 2012

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

MAINTENANCE AND INDEMNIFICATION AGREEMENT

(Project Name)

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

W I T N E S S E T H:

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

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

SEE EXHIBIT "A" ATTACHED HERETO

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

As to District:

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

with a copy to:

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

As to Owner:

NAME AND ADDRESS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

{Remainder of this page left intentionally blank}

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

Signed, sealed and delivered in the presence of:

"District"
(SOUTH BROWARD DRAINAGE DISTRICT)

Witness Signature ↑

Witness Printed Name ↑

By: Scott Hodges, Chairperson

Attest:

Witness Signature ↑

Robert E. Goggin IV, Secretary

Witness Printed Name ↑

STATE OF FLORIDA)
)§
COUNTY OF BROWARD)

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

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

NOTARY SEAL OR STAMP

NOTARY PUBLIC SIGNATURE

"Owner"

SHOW NAME OF OWNER

_____
Witness Signature ↑

_____
Witness Printed Name

_____ By: _____
Witness Signature ↑ Name, Title

_____
Witness Printed Name ↑

STATE OF FLORIDA)
) §
COUNTY OF)

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

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

NOTARY SEAL OR STAMP

_____
NOTARY PUBLIC SIGNATURE

EXHIBIT "A"

EXHIBIT "B"

ITEM# 4D

****MEMORANDUM****

DATE: December 13, 2012

TO: South Broward Drainage District Commissioners

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

Subject: Re-Investment of District Funds

Comments:

The following investment fund is scheduled to mature during the month of January, 2013:

1. Regent Bank CD - $238,000 Maturity Date - 1/10/2013

Upon maturity of this investment, the District will have approximately $240,023 of cash-on-hand.

On December 11, 2012, the Finance and Investment Committee met to discuss the District options for re-investing the cash-on-hand that will be available after 1/10/12. The recommendation from the Finance and Investment Committee is to roll this CD over for another 12-month period at the same rate (0.85%), or to purchase a new CD at the best interest rate available.

Financial impacts to this Agenda Item: None; other than the interest generated by the new 12-month CD. A cash flow analysis by SBDD staff indicates that the District will have adequate cash-on-hand during the 12-month period of the new CD.

This is to request approval to re-invest the monies that will become available in January 2013 from a maturing CD investment fund by rolling over the funds into a new 12-month CD at the same rate, or to purchase a new 12-month CD at the best rate available. The approximate amount of the new CD will be $240,023 at an approximate interest rate of 0.85%.

KH
Attachment