

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

FEBRUARY 26, 2015

Present:

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

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

Absent:

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

Chair Hodges called the SBDD Board Meeting to order at 8:03 A.M., with Vice Chair Ryan, Commissioner Minnaugh, and Commissioner Santana-Woodall present; followed by the Pledge of Allegiance.

02. PUBLIC COMMENT

None.

03. APPROVAL OF MINUTES

Commissioner Minnaugh moved for approval of the minutes of the January 29th, 2015, South Broward Drainage District Board meeting. Motion was seconded by Vice Chair Ryan and carried unanimously by those present.

Commissioner Mersinger, Commissioner Good, and Commissioner Goggin joined the meeting at approximately 8:07 A.M.

04. DIRECTOR'S REPORT

A. PRESENTATION OF FINAL SBDD FINANCIAL STATEMENT FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2014 BY BARRY FINK, CPA

District Director Hart stated that the final report of the SBDD Financial Statements for the Fiscal Year Ending September 30, 2014 was prepared by the District's accounting firm, Margolies, Fink and Wichrowski, Certified Public Accounts (MFW), and that Barry Fink, CPA was present at the meeting to present the report.

Mr. Fink stated that there had been a minor change to the report from the previous meeting. He said that the State's checklist for the Audit Report includes a new line item which is required this year, called an "Attestation Opinion". This states that the investment policies of

the District are in compliance with the policies that are established by SBDD. There were no other changes to the report.

Commissioner Minnaugh moved for approval of Final SBDD Financial Statement for the Fiscal Year ending September 30, 2014 subject to adding the last page of the Financial Statement as referred to by Mr. Fink before submitting to the State. Motion was seconded by Commissioner Santana-Woodall and it was carried unanimously.

B. UPDATE TO DISTRICT CRITERIA MANUAL

District Director Hart presented a draft copy of the proposed update the District's Criteria Manual to the Board for review. He reviewed several changes and additions that are proposed for the Criteria Manual for the Board's comments/input.

The following specific points on the proposed update to the Criteria Manual were discussed:

- Overall, the Criteria Manual has been reorganized to provide a clearer distinction between development and residential permit requirements, design criteria, permitting, 5-year recertification program, platting, variances, easements, fees, and other issues.
- Much of the information is remaining the same with specific additions and clarifications.
- The list of Exhibits has been updated and reorganized. Exhibits were added for all SBDD permit forms; permit checklists; and permit flow charts. SBDD's standard details were updated and new details were added.
- An Appendix has been added that includes all SBDD standard easement forms; SBDD standard agreement forms; SBDD basin characteristics; 5-year drainage recertification guidelines and forms; and surface water management area designation and declaration of restrictive covenants form.
- A new fee schedule was presented with a side-by-side comparison between current and proposed fees. The proposed fees are based on the time and effort required by District staff to process the various permits and approvals. Many of the current fees are not changing.
- References have been added to the District's Facilities Report and Water Control Plan.
- A reference has been added to the latest edition of the State's Environmental Resource Permit Applicant's Handbook.
- A section was added to provide information on the District's Board meetings and the public's opportunity to speak.
- A clarification was added that the Criteria Manual will apply to all properties and developments within SBDD.
- A section was added on Definitions and Terms.
- A section was added on the requirements for all development and redevelopment projects to enter into a Maintenance & Indemnification Agreement with SBDD, and with a reference to the Appendix.
- A clarification was added that parking lots will need to meet the 10-yr, 3-day stage.
- Language was added that all properties must provide a minimum surface water management area and basin storage as specified in the District's Facility Report and Water Control Plan.
- Additional provisions were added under water quality.
- Language was added specifying that pretreatment requirements will apply to roadway

- projects and proposed development projects with greater than 60% impervious area.
- Language was added requiring concrete aprons and restricting the use of the edge of pavement as a flow line.
 - A section was added on the basin storage requirements and allowing basin improvements in lieu of basin storage upon approval by the District Director.
 - Language was added to clarify between Pollution Retardant Basins and Pollution Retardant Baffles.
 - Language was added to require access structures at the ends of exfiltration trenches.
 - Additional provisions were added for headwalls and the requirements for increased erosion protection as determined by the District Engineer.
 - A section was added for guardrails per Broward County criteria.
 - A section was added for residential driveway canal crossings with a reference to the new detail.
 - A section was added for utility permits and crossings of District water bodies.
 - Language was added on utility work within SBDD easement areas and the requirements for an initial user fee and an annual user fee.
 - Language was added on wetland plantings behind residential homes.
 - Additional language and clarifications were added on easement and right-of-way dedications with a reference to the Appendix.
 - A clarification was made on work without permits to be assessed twice the permit fee.
 - Additional language and clarifications were made on permit application submittals, reviews and the approval process.
 - A section was added on e-permitting.
 - An new chapter was added on the District's 5-year recertification program.
 - Language was added to reference the County's new process for plat approval. The District will now only require one signature on plats (by the District Director).
 - Language was added in reference to coconut palms and restricting their use within 20 feet of water bodies.
 - A separate chapter was added for Variances and Appeals.
 - Language was added under variances and appeals to allow the District Director to grant approvals of minor deviations or variations from the District Criteria.
 - Language was added to allow encroachments within lake maintenance easements provided that a minimum of 16 feet is maintained from the edge of water to the encroachment (as measured from the control water elevation).
 - A new chapter was added for Residential Permitting.
 - Language was added to clarify the requirement for 20% surface water management areas within SW Ranches properties with an allowance for equivalent storage.
 - Language was added under fees allowing the District Director to waive permit fees for governmental agencies, but requiring a minimum review fee of \$250; and to waive permit fees for residential permits based upon individual and unique circumstances.

The following comments were provided by Board members and the District Director:

- Add definitions for “development” and “redevelopment”.
- Verify with the District's outside attorney that there are no restrictions in applying user fees for “public” utilities (as opposed to “private” utility companies) for use of District easement of right-of-way areas.

- Specify that any deviation or variation in excess of 10% from the District criteria shall require Board approval.
- Consider adding a description on certain types of landscaping as being “hazardous” or “a nuisance”.

Following the discussion by Board members on the draft update, District Director Hart suggested that a Public Hearing be scheduled at the next Board meeting in March on the proposed update to the SBDD Criteria Manual; and if there were no further substantial changes or comments that needed to be addressed, then a Resolution for adoption of the 2015 Update to the SBDD Criteria Manual could be made at the March meeting. Chair Hodges commented that a Resolution should be placed on the Agenda for March; and it was agreed upon by the Board members.

C. OTHER

- **South Florida Water Management Cooperative Funding Program-** District Director Hart said that South Florida Water Management District (SFWMD) established a co-operative funding program this year. He said that the District submitted two projects for funding and SFWMD has released some preliminary rankings on the funding request. The District received a “1” ranking on its projects, which is the second tier ranking by SFWMD. The District also coordinated with SWR on a drainage and water quality project at the north end of Dykes Road and they received a “1A” ranking; which is the highest ranking a project can receive. He said that there is a good chance that project will go on to phase two. District Director Hart said that additional information would need to be provided and then a final decision will be made. He said that if this project gets funded, it would be scheduled for the next fiscal year, and that there would be shared funding for the project. He commented that there may be a request for the District to participate, and if so, he will be bringing this before the Board for approval.

District Director Hart submitted two requests for SBDD projects: one was for the SW 54th Place culvert installation, and the second was to install a by-pass culvert and sluice gate at the S-8 pump station. He said that each of these projects received a rating of “1” which is the second tier rating. He said that chances are those two will not move ahead, because they are strictly stormwater/drainage projects, and there is no water quality component. He said the District will continue to push for funding.

- **Proposed Program for Water Quality Testing Initiative** – District Director Hart said that he is working on a proposed program for Water Quality Testing that would include the District and the municipalities that would be potentially impacted by the Broward County Water Preserve Area project. He said there was an initial meeting with Miramar and Pembroke Pines to discuss conceptually the need and importance of establishing a baseline for water quality along the perimeter of the water area preserve project, and to include the cities that would be impacted as well. He will try to prepare a draft plan/program to be shared with all the cities involved.
- **Water Matters Day-** The 13th Annual Water Matters Day will be held March 14, 2015 at 9:00 a.m. To 3:00 p.m. at Tree Top Park.
- **Broward Days** – Broward Days will be held on March 25-26, 2015.

- **Hotwire Agreement** – District Director Hart said that the Hotwire Agreement is very close to being finalized and recorded. He said that the District has been working on it since it was approved by the Board; and that SBDD has received payment. District Director Hart stated he is working on the last two exhibits. He is confident that it will be completed within the next 30 days.

05. ATTORNEY'S REPORT:

None.

06. APPROVAL OF LEGAL FEES

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

07. BOARD MEMBER'S QUESTIONS/COMMENTS

Commissioner Mersinger commented that she went to the kick-off meeting for the Broward Days and one of the issues brought up by the speakers was "Water". She suggested that District Director Hart attend Broward Days and represent the District to speak about water issues, and the possibility of getting funding, and other criteria issues because this is a very big issue this year.

Commissioner Good commented that funding this year will probably not be available. He did, however, agree with Commissioner Mersinger that discussing water issues and other criteria issues is a very good point; and also to educate the legislation about the impoundment project and water quality profiling, and the possibility of water quality being impacted in a negative way.

Commissioner Mersinger said that she and District Director Hart attended the C-51 Reservoir Project meeting and that the Resolution was passed. She said that it all boils down to "who will be paying".

Commissioner Goggin commented on the importance of coordinating with the local cities on landscaping and other issues. District Director Hart stated that the District has a good working relationship with the cities and they understand the District's concerns and hopefully the District will continue to work with them on specific trees and hazards to the drainage system.

08. MEETING DATE(S)

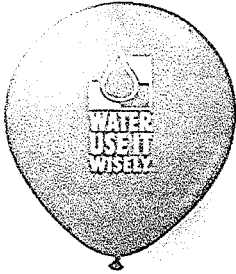
- A. The Next **Regular Board Meeting** will be held on **Thursday, March 26th at 8:00 a.m.**

Adjournment at 9:40 A.M.

Respectfully submitted,

Robert E. Goggin IV, Secretary
South Broward Drainage District

/rim



PROCLAMATION

Water Conservation Month

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

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

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

WHEREAS, Floridians utilize more than 6,400 million gallons per day of fresh water, and the future of Florida depends greatly upon the availability of water; and

WHEREAS, Florida's residential consumption of water has decreased from 123 gallons per person, per day in 1995 to 89 gallons per person, per day in 2010, due in large part to water conservation measures; and

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

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

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

WHEREAS, the South Florida Water Management District, and Broward County have implemented Comprehensive Water Conservation Programs to instill a lasting culture of conservation in our communities; and

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

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

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



Date

Chair

*****MEMORANDUM*****

DATE: March 19, 2015

TO: South Broward Drainage District Commissioners

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

Subject: Request to Vacate the Surface Water Management Area Previously Designated on the Property Owned by Harvin Andres Bahamon and Frida Liliana Rubio

Comments:

The owner of the property located at 17601 SW 65th Court, Southwest Ranches, FL 33331 is requesting that SBDD vacate the Surface Water Management Area (SWMA) that was previously designated and recorded under OR Book 51266, Pages 926-929, Broward County Records. All properties in the SW Ranches are required to set aside 20% of their property at elevation 5.0' (or an equivalent storage area) as a SWMA.

The property owners, Harvin Andres Bahamon and Frida Liliana Rubio, will dedicate a new SWMA over the property to comply with the 20% SWMA requirement (see attached sketch).

SBDD staff has reviewed the request and has no objections.

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

The request is for SBDD to vacate and release its interest in the Surface Water Management Area on the property located at 17601 SW 65th Court, Southwest Ranches, FL 33331, as described in the attached "Release and Vacation of Surface Water Management Area Designation" and recorded under OR Book 51266, Pages 926-929, B.C.R. This request is subject to the dedication of a new Surface Water Management Area in accordance with SBDD Criteria.

KH
Attachments

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

Return to: South Broward Drainage District
6591 S. W. 160 Avenue
Southwest Ranches, Florida 33331
(954) 680-3337

Folio No.: 514006010211

copy

**RELEASE AND VACATION OF
SURFACE-WATER MANAGEMENT AREA DESIGNATION**

THIS RELEASE AND VACATION OF SURFACE-WATER MANAGEMENT AREA DESIGNATION executed this ____ day of _____, 2015, by SOUTH BROWARD DRAINAGE DISTRICT, a political subdivision of the State of Florida, having its principal place of business at 6591 Southwest 160 Avenue, Southwest Ranches, Florida, 33331, first party, to HARVIN ANDRES BAHAMON and FRIDA LILIANA RUBIO, his wife, whose post office address is 17601 S.W. 65TH Court, Southwest Ranches, FL 33331, their successors and assigns as their interest may appear of record, second party:

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

WITNESSETH, that the first said party, for and in consideration of the sum of \$10.00, in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the SURFACE-WATER MANAGEMENT AREA DESIGNATION located on the following described lot, piece or parcel of land situate, lying and being in the County of Broward, State of Florida, to-wit:

The East 80 Feet of the North 100 Feet, the North 5 Feet, the East 25 Feet and the West 15 Feet of the North 120 Feet at Elevation 5.00 NGVD along with the West 10 Feet of the South 187.97 at Elevation 5.50 NGVD of the Following-described Property:

The North One-half (N ½) of the South One-half (S ½) of Tract 21, in the Northeast Quarter (NE 1/4) of Section 6, Township 51 South, Range 40 East, According to the Plat of Chambers Land Company Subdivision, as Recorded in Plat Book 1, Page 5, of the Public Records of Broward County, Florida.

(SEE EXHIBIT "A" ATTACHED HERETO)

(This is intended to vacate the surface-water management area dedication recorded on November 24, 2014, in the Broward County Public Records OR Book 51266, Pages 926-929.)

The purpose of this Release and Vacation of SURFACE-WATER MANAGEMENT DESIGNATED AREA is to release and vacate the first parties interest in and to the SURFACE-WATER MANAGEMENT DESIGNATED AREA located on second parties property as described above. No other interest of the first party is being released or vacated by this document.

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

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

Signed, sealed and delivered
in the presence of:

SOUTH BROWARD DRAINAGE DISTRICT

Witness Signature

SCOTT HODGES, Chairperson

Witness Printed Name

Witness Signature

ROBERT E. GOGGIN, IV, Secretary

Witness Printed Name

District Seal:

STATE OF FLORIDA)
)§
COUNTY OF BROWARD)

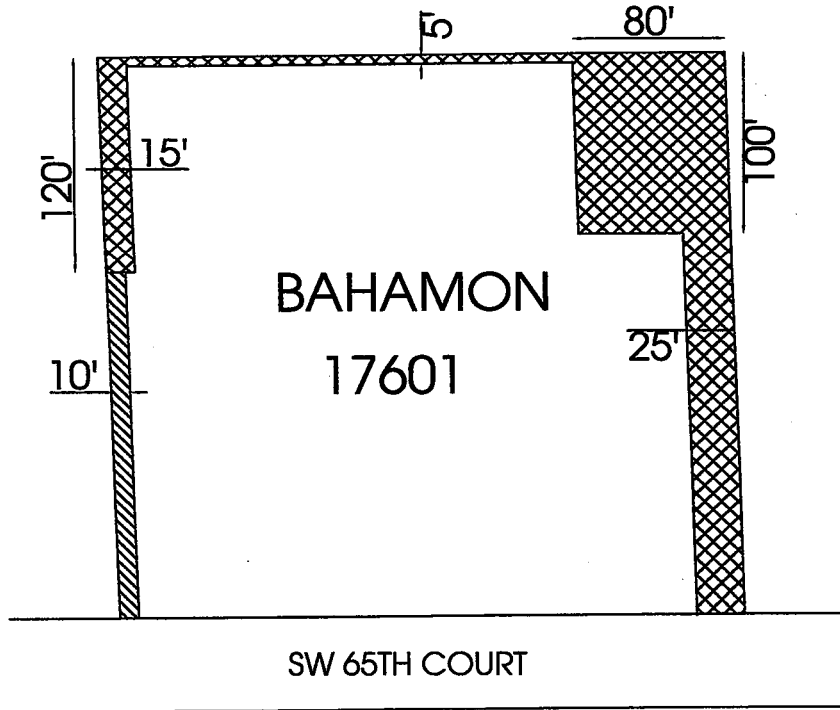
The foregoing instrument was executed before me this ____ of _____, 2015 Scott Hodges and Robert E. Goggin, IV, as Chairperson and Secretary, respectively of the SOUTH BROWARD DRAINAGE DISTRICT, first party. They are personally known to me.



WITNESS my hand and official seal in the County and State lat aforesaid this ____ day of _____, 2015.

(NOTARY SEAL & STAMP)

NOTARY PUBLIC: STATE OF FLORIDA AT LARGE

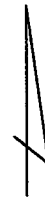
SOUTH BROWARD DRAINAGE DISTRICT



-  SURFACE-WATER MANAGEMENT AREA (4,699 SF)
TO BE MAINTAINED AT ELEVATION 5.50' N.G.V.D.
-  SURFACE-WATER MANAGEMENT AREA (56,525 SF) TO
BE MAINTAINED AT ELEVATION 5.00' N.G.V.D. OR LOWER

THIS DRAWING IS FOR INFORMATIONAL
PURPOSES ONLY. THIS IS NEITHER A
SURVEY NOR AN ENGINEERING PLAN.

SCALE = N.T.S.
BAHAMON RESIDENCE
 17601 S.W. 65TH COURT
 PROP. ID # 5140 0601 0211



TO BE VACATED

EXHIBIT A

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

Return to: South Broward Drainage District
6591 S. W. 160 Avenue
Southwest Ranches, Florida 33331
(954) 680-3337

Folio No.: 514006010211

INSTR # 112659981
OR BK 51266 Pages 926 - 929
RECORDED 11/24/14 09:30:44 AM
BROWARD COUNTY COMMISSION
DEPUTY CLERK 3535
#10, 4 Pages

(EXISTING SWMA TO BE VACATED)

SURFACE-WATER MANAGEMENT AREA DESIGNATION

THIS SURFACE-WATER MANAGEMENT AREA DESIGNATION is granted this 11th day of October 2014, by **HARVIN ANDRES BAHAMON** and **FRIDA LILIANA RUBIO**, husband and wife, whose address is 17601 S.W. 65TH Court, Southwest Ranches, Fl 33331, hereinafter referred to as "Grantors", to SOUTH BROWARD DRAINAGE DISTRICT, a political subdivision of the State of Florida, located at 6591 Southwest 160 Avenue, Southwest Ranches, Florida 33331, hereinafter referred to as "District".

WITNESSETH

That the Grantors, for and in consideration of the sum of ten dollars (\$10.00) and other goods and valuable consideration in hand paid by District, the receipt whereof is hereby acknowledged, do hereby grant and convey to District, its successors and assigns, a perpetual and exclusive SURFACE-WATER MANAGEMENT AREA for the storage and flowage of surface water together with any necessary appurtenances incidental and necessary thereto, over, across and through the following described property of Grantors:

SEE EXHIBITS "A" AND "B" ATTACHED HERETO

of such character and sufficient size as to make a proper and adequate drainage system that District, its successors and assigns may establish.

Together with free ingress, egress and regress across said lands for the purpose of maintaining and repairing the drainage system and appurtenances therein.

The Grantors further acknowledge that the SURFACE-WATER MANAGEMENT AREA shall be used for storage and flowage of storm water, shall not be filled in and shall not be raised to an elevation above normal ground elevation and shall be maintained by the Grantors.

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

Signed, sealed and delivered
in the presence of:

"GRANTORS"

Irene Cardozo
Witness Signature

[Signature]
Grantor Signature

IRENE CARDOSO
Witness Printed Name 1

HARVIN ANDRES BAHAMON
Grantor Printed Name 1

Gabriela Bahamon
Witness Signature

Gabriela Bahamon
Witness Printed Name 1

Irene Cardozo
Witness Signature

IRENE CARDOZO
Witness Printed Name

Barbara Bahamon
Witness Signature

Barbara Bahamon
Witness Printed Name

Frída Rubíó
Grantor Signature

FRIDA LILIANA RUBIO
Grantor Printed Name

Grantor Printed Name

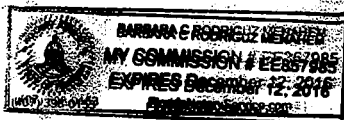
STATE OF FLORIDA)
)
COUNTY OF BROWARD)

THE FOREGOING SURFACE-WATER MANAGEMENT AREA DESIGNATION WAS ACKNOWLEDGED BEFORE ME THIS 11th DAY OF October, 2014, BY HARVIN ANDRES BAHAMON AS GRANTOR, WHO IS PERSONALLY KNOWN TO ME (OR) HAS PRODUCED FL ID 13550-221-70-442-0 (TYPE OF IDENTIFICATION).

WITNESS MY HAND AND OFFICIAL SEAL IN THE COUNTY AND STATE LAST AFORESAID THIS 11th DAY OF October, 2014.

NOTARY SEAL AND STAMP

Barbara C. Rodriguez Menahem
NOTARY PUBLIC



Barbara C. Rodriguez Menahem
PRINTED OR STAMPED NAME OF NOTARY PUBLIC

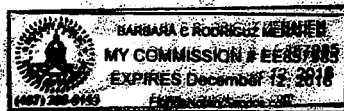
STATE OF FLORIDA)
)
COUNTY OF BROWARD)

THE FOREGOING SURFACE-WATER MANAGEMENT AREA DESIGNATION WAS ACKNOWLEDGED BEFORE ME THIS 11th DAY OF October, 2014, BY FRIDA LILIANA RUBIO AS GRANTOR, WHO IS PERSONALLY KNOWN TO ME (OR) HAS PRODUCED FL ID 12100-240-749- (TYPE OF IDENTIFICATION).

WITNESS MY HAND AND OFFICIAL SEAL IN THE COUNTY AND STATE LAST AFORESAID THIS 08th DAY OF Oct 11th, 2014.

NOTARY SEAL AND STAMP

Barbara C. Rodriguez Menahem
NOTARY PUBLIC



Barbara C. Rodriguez Menahem
PRINTED OR STAMPED NAME OF NOTARY PUBLIC

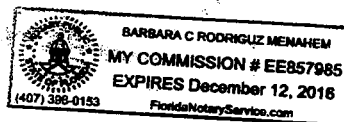
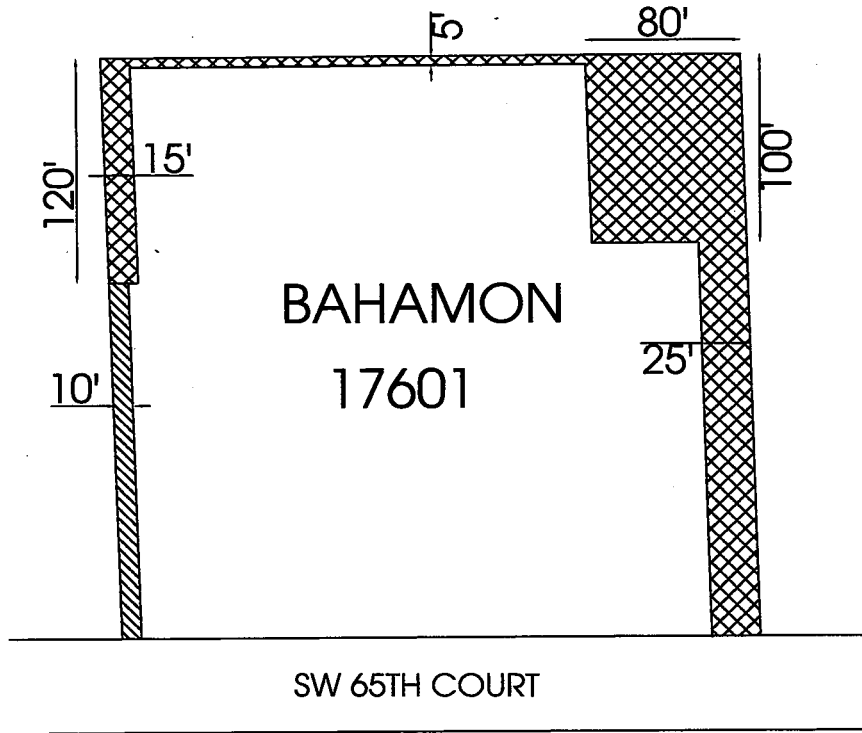



EXHIBIT "A" TO
SURFACE-WATER MANAGEMENT AREA DESIGNATION

THE EAST 80 FEET OF THE NORTH 100 FEET, THE NORTH 5 FEET, THE EAST 25 FEET AND THE WEST 15 FEET OF THE NORTH 120 FEET AT ELEVATION 5.00 NGVD ALONG WITH THE WEST 10 FEET OF THE SOUTH 187.97 AT ELEVATION 5.50 NGVD OF THE FOLLOWING-DESCRIBED PROPERTY:

THE NORTH ONE-HALF (N ½) OF THE SOUTH ONE-HALF (S ½) OF TRACT 21, IN THE NORTHEAST QUARTER (NE ¼) OF SECTION 6, TOWNSHIP 51 SOUTH, RANGE 40 EAST, ACCORDING TO THE PLAT OF CHAMBERS LAND COMPANY SUBDIVISION, AS RECORDED IN PLAT BOOK 1, PAGE 5, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

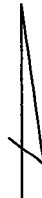
SAID LANDS SITUATE AND BEING IN BROWARD COUNTY, FLORIDA



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BAHAMON RESIDENCE
 17601 S.W. 65TH COURT
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Prepared by: South Broward Drainage District
6591 S. W. 160 Avenue
Southwest Ranches, Florida 33331

Return to: South Broward Drainage District
6591 S. W. 160 Avenue
Southwest Ranches, Florida 33331
(954) 680-3337

Folio No.: 514006010211

copy
(NEW SWMA TO BE DEDICATED)

SURFACE-WATER MANAGEMENT AREA DESIGNATION

THIS SURFACE-WATER MANAGEMENT AREA DESIGNATION is granted this 26th day of February 2015, by **HARVIN ANDRES BAHAMON** and **FRIDA LILIANA RUBIO**, husband and wife, whose address is 17601 S.W. 65TH Court, Southwest Ranches, FL 33331, hereinafter referred to as "Grantors", to SOUTH BROWARD DRAINAGE DISTRICT, a political subdivision of the State of Florida, located at 6591 Southwest 160 Avenue, Southwest Ranches, Florida 33331, hereinafter referred to as "District".

WITNESSETH

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SEE EXHIBITS "A" AND "B" ATTACHED HERETO

of such character and sufficient size as to make a proper and adequate drainage system that District, its successors and assigns may establish.

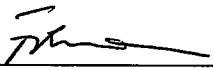
Together with free ingress, egress and regress across said lands for the purpose of maintaining and repairing the drainage system and appurtenances therein.

The Grantors further acknowledge that the SURFACE-WATER MANAGEMENT AREA shall be used for storage and flowage of storm water, shall not be filled in and shall not be raised to an elevation above normal ground elevation and shall be maintained by the Grantors.

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

Signed, sealed and delivered
in the presence of:

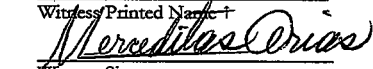
"GRANTORS"



Witness Signature

FRED BONNET

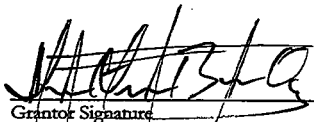
Witness Printed Name



Witness Signature

Mercedes Arias

Witness Printed Name



Grantor Signature

HARVIN ANDRES BAHAMON

Grantor Printed Name

[Signature]
Witness Signature

FRED BOWNET
Witness Printed Name

[Signature]
Witness Signature

Merceditas Arias
Witness Printed Name

[Signature]
Grantor Signature


FRIDA LILIANA RUBIO
Grantor Printed Name

STATE OF FLORIDA)
)
)§
COUNTY OF BROWARD)

THE FOREGOING SURFACE-WATER MANAGEMENT AREA DESIGNATION WAS ACKNOWLEDGED BEFORE ME THIS 26 DAY OF FEBRUARY, 2015, BY HARVIN ANDRES BAHAMON AS GRANTOR, WHO IS PERSONALLY KNOWN TO ME (OR) HAS PRODUCED _____ (TYPE OF IDENTIFICATION).

WITNESS MY HAND AND OFFICIAL SEAL IN THE COUNTY AND STATE LAST AFORESAID THIS 26 DAY OF FEBRUARY, 2015.

NOTARY SEAL AND STAMP

[Signature]
NOTARY PUBLIC

Cecilio Arturo Sosa
COMMISSION #EE870830
EXPIRES: APR. 20, 2017
WWW.AARONNOTARY.COM
PRINTED OR STAMPED NAME OF NOTARY PUBLIC

STATE OF FLORIDA)
)
)§
COUNTY OF BROWARD)

THE FOREGOING SURFACE-WATER MANAGEMENT AREA DESIGNATION WAS ACKNOWLEDGED BEFORE ME THIS 26 DAY OF FEBRUARY, 2015, BY FRIDA LILIANA RUBIO AS GRANTOR, WHO IS PERSONALLY KNOWN TO ME (OR) HAS PRODUCED _____ (TYPE OF IDENTIFICATION).

WITNESS MY HAND AND OFFICIAL SEAL IN THE COUNTY AND STATE LAST AFORESAID THIS 26 DAY OF FEBRUARY, 2015.

NOTARY SEAL AND STAMP


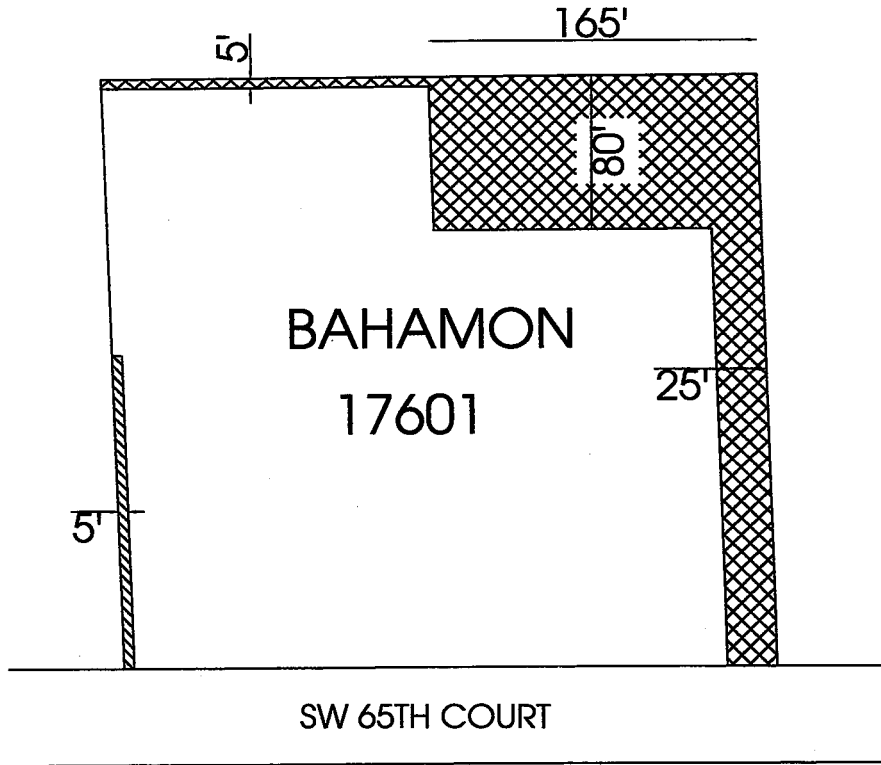
[Signature]
NOTARY PUBLIC

Cecilio Arturo Sosa
COMMISSION #EE870830
EXPIRES: APR. 20, 2017
WWW.AARONNOTARY.COM
PRINTED OR STAMPED NAME OF NOTARY PUBLIC

EXHIBIT "A" TO
SURFACE-WATER MANAGEMENT AREA DESIGNATION

THE NORTH 80 FEET OF THE EAST 165 FEET, THE SOUTH 227.99 FEET OF THE EAST 25 FEET, THE WEST 165.22 FEET OF THE NORTH 5 FEET AT ELEVATION 5.00 NGVD ALONG WITH THE SOUTH 162.99 FEET OF THE WEST 5 FEET AT ELEVATION 5.50 NGVD OF THE FOLLOWING-DESCRIBED PROPERTY:

THE NORTH ONE-HALF (N ½) OF THE SOUTH ONE-HALF (S ½) OF TRACT 21, IN THE NORTHEAST QUARTER (NE 1/4) OF SECTION 6, TOWNSHIP 51 SOUTH, RANGE 40 EAST, ACCORDING TO THE PLAT OF CHAMBERS LAND COMPANY SUBDIVISION, AS RECORDED IN PLAT BOOK 1, PAGE 5, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

SAID LANDS SITUATE AND BEING IN BROWARD COUNTY, FLORIDA



SURFACE-WATER MANAGEMENT AREA (2,037 CF)
TO BE MAINTAINED AT ELEVATION 5.50' N.G.V.D.



SURFACE-WATER MANAGEMENT AREA (59,174 CF) TO
BE MAINTAINED AT ELEVATION 5.00' N.G.V.D. OR LOWER

THIS DRAWING IS FOR INFORMATIONAL
PURPOSES ONLY. THIS IS NEITHER A
SURVEY NOR AN ENGINEERING PLAN.

SCALE = N.T.S.
BAHAMON RESIDENCE
17601 S.W. 65TH COURT
PROP. ID # 5140 0601 0211

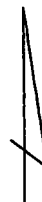


EXHIBIT B

MEMORANDUM

DATE: March 19, 2015

TO: South Broward Drainage District Commissioners

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

Subject: Request to Release and Terminate Indemnification/Maintenance Agreement between SBDD and Nojosy Corp. for the Future Franklin Academy 6-12 Charter School, Pembroke Pines, FL

Comments:

The purchaser of the proposed Franklin Academy 6-12 Charter School in Pembroke Pines is requesting the release and termination of the Indemnification/Maintenance Agreement between SBDD and Nojosy Corp. that was previously executed and recorded under OR Book 16948, Page 85, Broward County Records.

In December, 2013, SBDD approved the release and vacation of the underlying drainage easements and rights-of-way located within the subject property subject to the following conditions:

- The dedication of the new, replacement easements as required by SBDD.
- The property owner shall enter into a new Maintenance & Indemnification Agreement with SBDD to replace the Indemnification/Maintenance Agreement currently in place for the property and recorded in OR Book 16948, Page 85, B.C.R.
- The property owner shall pay for all associated legal costs incurred by the District.
- The drainage permit for the development shall include an off-site improvement for a ditch liner to be installed in the "east drainage ditch" as approved by SBDD.

The current Indemnification/Maintenance Agreement was executed back in 1989, and therefore, needs to be terminated prior to the execution and recordation of a new Maintenance & Indemnification Agreement, which will follow the District's approved form.

SBDD staff has reviewed the request and has no objections, subject to same conditions as previously approved.

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

The request is for SBDD to release and terminate the Indemnification/Maintenance Agreement between SBDD and Nojosy Corp. that was previously executed and recorded under OR Book 16948, Page 85, Broward County Records for the proposed Franklin Academy 6-12 Charter School, Pembroke Pines, Florida. This request is subject to the conditions noted above.

KH
Attachments

Prepared by
And Return To: South Broward Drainage District
6591 S.W. 160th Avenue
Southwest Ranches, Florida 33331

Folio No.: 50-39-26-01-0180, 50-39-26-01-0181, 50-39-35-01-0010,
50-39-35-01-0030, 50-39-35-01-0050

**RELEASE AND TERMINATION OF
INDEMNIFICATION/MAINTENANCE AGREEMENT**

THIS RELEASE AND TERMINATION OF INDEMNIFICATION/MAINTENANCE AGREEMENT (the "TERMINATION") executed this _____ day of _____, 20____, by SOUTH BROWARD DRAINAGE DISTRICT, a political subdivision of the State of Florida, having its principal place of business at 6591 S.W. 160th Avenue, Southwest Ranches, Florida 33331, first party to CA MIAMI 20700 GR LLC, a Delaware limited liability company whose post office address is 3000 Olympic Boulevard, Building 5, Suite 2120, Santa Monica, CA 90404, its successors and assigns as their interest may appear of record, second party.

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

WHEREAS, the first party and the second party (the successor in interest to Nojosy Corp., a Florida corporation), desire to release and terminate that certain Indemnification/Maintenance Agreement recorded in the Public Records of Broward County, Florida (the "PUBLIC RECORDS") in Official Records Book 16948, Page 85 (the "AGREEMENT").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the party of the first part and the party of the second party hereby covenant, agree and declare that the AGREEMENT is hereby fully and forever terminated and, upon the recording of this TERMINATION in the PUBLIC RECORDS, is hereby released of record and shall be of no further force or effect.

This TERMINATION may be executed in one or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

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

This TERMINATION shall be construed and interpreted according to the laws of the State of Florida.

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

Signed, sealed and delivered
in the presence of:

SOUTH BROWARD DRAINAGE DISTRICT

Witness Signature

SCOTT HODGES, Chairperson

Witness Printed Name

Attest:

Witness Signature

ROBERT GOGGIN IV, Secretary

Witness Printed Name

(DISTRICT SEAL)

STATE OF FLORIDA)
)§
COUNTY OF BROWARD)

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

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

(NOTARY SEAL/STAMP)

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

Signed, Sealed and Delivered
in the Presence of:

CA MIAMI 20700 GR LLC, a Delaware limited
liability company

Print Name: _____

By: _____
Print Name: Bari Cooper Sherman
Title: Vice President

Print Name: _____

A notary public or other officer
completing this certificate verifies only
the identity of the individual who signed
the document to which this certificate is
attached, and not the truthfulness,
accuracy, or validity of that document.

State of California)

)

County of _____)

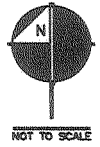
On _____ before me,

_____, (Here insert name and title of
the officer) personally appeared _____, who proved to
me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed
the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)
on the instrument the person(s), or the entity upon behalf of which the person(s) acted,
executed the instrument.

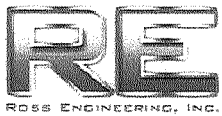
I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)



FRANKLIN ACADEMY - PEMBROKE PINES PROJECT LOCATION MAP



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

89469400

NOJOSY.AGR
9/22/89

INDEMNIFICATION/MAINTENANCE AGREEMENT

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

W I T N E S S E T H:

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

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

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

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

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

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

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

'89 NOV 22 AM 11 17

OK 16948PC0085

RETURN TO

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

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

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

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

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

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

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

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

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other matters stated in this agreement; and

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

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

1. The foregoing statements are true and correct and are incorporated herein by reference.

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

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

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

5. The Developer agrees that the Developer and only the

BK-16948PC0087

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BK 1694860092

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

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

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

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

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

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

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

As to the District:

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

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

As to the Developer:

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

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

REC-1894880094

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

40. This Agreement shall be recorded in the Public Records of Broward County, Florida with the Developer to pay the full cost thereof.

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

Signed, sealed and delivered
in the presence of:

[Signature]
[Signature]

"DISTRICT" (South Broward
Drainage District)

By: *[Signature]*
Roy Bazelon, President

Attest:

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



Signed, sealed and delivered
in the presence of:

"The Developer" (Nojosy Corp.)

[Signature]
[Signature]

By: [Signature], President

Attest:

[Signature], Secretary

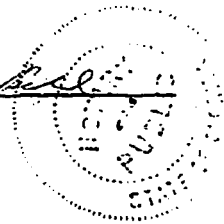
STATE OF FLORIDA)
) ss.
COUNTY OF BROWARD)

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

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

NOTARY PUBLIC STATE OF FLORIDA
EXPIRES MAY 14, 1993
BORN IN W. VIRGINIA. U.S. UNK.

[Signature]
Notary Public



My Commission Expires:

STATE OF NY)
) ss.
COUNTY OF NY)

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

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

BYRON J. MURRAIN
Notary Public, State of New York
No. 24-4903284
Qualified in Kings County
Commission Expires April 5, 1989

[Signature]
Notary Public

My Commission Expires:

BK-18948PC0097

CERTIFICATE OF SURVEY

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

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

PARCEL 1:

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

PARCEL 2:

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

BK 18919 PG 098

EXHIBIT "2" TO AGREEMENT

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

along with

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

together with

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

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

together with

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

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

NOJOSY.EXH

EXHIBIT "3" TO AGREEMENT

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

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

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

BK-18948PC0100

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

Exhibit "3"

MEMORANDUM

DATE: March 19, 2015

TO: South Broward Drainage District Commissioners

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

Subject: SBDD Resolution No. 2015-01 – Approval and Adoption of the 2015 Update to the SBDD District’s Stormwater Management Regulations, Standards, Procedures and Design Criteria Manual

Comments:

Proposed Resolution 2015-01 approves the South Broward Drainage District (SBDD) Stormwater Management Regulations, Standards, Procedures and Design Criteria Manual (“2015 Design Criteria Manual”). SBDD has given public notice and will hold a public hearing on March 26, 2015 to present and discuss the proposed 2015 Design Criteria Manual.

The 2015 Design Criteria Manual was completed in-house by SBDD staff and represents a complete update of the District’s Criteria Manual. It is the District’s intent that the 2015 Design Criteria Manual provides a clear, concise and complete set of guidelines and regulations for the design of storm water management improvements within the District’s boundaries, and provides information on easement and right-of-way dedications, maintenance responsibilities, permitting, 5-year drainage recertification program, plats, landscaping, variances and appeals, permitted uses within water bodies and easement areas, residential permits, level of service requirements, fees and SBDD standard details. Upon approval by the Board, the 2015 Design Criteria Manual will be made available to all residents, businesses, consultants and other interested parties on the District’s web page.

Financial impacts to this Agenda Item: None.

KH

Attachments

**SOUTH BROWARD DRAINAGE DISTRICT
RESOLUTION NO. 2015-01**

**RESOLUTION OF THE SOUTH BROWARD DRAINAGE DISTRICT APPROVING AND
ADOPTING THE 2015 UPDATE TO THE DISTRICT'S STORMWATER MANAGEMENT
REGULATIONS, STANDARDS, PROCEDURES AND DESIGN CRITERIA MANUAL;
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, flood protection, and water management within its geographical boundaries; and

WHEREAS, the District's boundaries encompass approximately 72.8 square miles and includes portions of unincorporated Broward County and five municipalities as follows: City of Miramar; City of Pembroke Pines; City of Hollywood; Town of Davie; and the Town of Southwest Ranches; and

WHEREAS, the District has a current Stormwater Management Regulations, Standards, Procedures and Design Criteria Manual which has been approved and adopted by the District's Board of Commissioners and the District's prior Board of Supervisors; and

WHEREAS, District staff completed a draft of a proposed 2015 update to the District's Stormwater Management Regulations, Standards, Procedures and Design Criteria Manual ("2015 Design Criteria Manual") and said update was presented in draft form to the District's Board of Commissioners at the District's February 26, 2015 Board meeting; and

WHEREAS, a public hearing was held on March 26, 2015 at the offices of the South Broward Drainage District for the purpose of approving and adopting the proposed 2015 Design Criteria Manual; and

WHEREAS, prior to the March 26, 2015 public hearing, members of the public were given an opportunity to review the proposed draft of the 2015 Design Criteria Manual and to discuss any content of said update with the District Director prior to the public hearing; and

WHEREAS, the District's Board of Commissioners ("Board") discussed the proposed 2015 Design Criteria Manual at the March 26, 2015 public hearing and took into consideration all comments and input from the public and the Board; and

WHEREAS, following the discussion by the Board members, the Board recommended approval of the 2015 Design Criteria Manual, including any modifications as previously discussed and approved; and

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

1. The recitals set forth above are true and correct and are incorporated herein as if fully set forth verbatim.
2. The District's Board of Commissioners is authorized to consider approval and adoption of the proposed 2015 Design Criteria Manual.

3. The District's Board of Commissioners, having considered any and all input from the public and the Board, hereby approves and adopts the 2015 Design Criteria Manual.

4. The 2015 Design Criteria Manual as approved and adopted by the Board is incorporated herein in its entirety as if fully stated herein.

5. The District Director is hereby authorized and directed to post a copy of the approved and adopted 2015 Design Criteria Manual on the District's website.

6. The District Director shall file an approved and adopted copy of this Resolution 2015-01 and an approved and adopted copy of the 2015 Design Criteria Manual with the District Secretary.

7. If any one or more of the covenants, agreements or provisions of this Resolution 2015-01, or the 2015 Design Criteria Manual approved by this Resolution 2015-01 shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be separate from the remaining covenants, agreements or provisions and shall in no way affect the validity of all other provisions of this Resolution or the 2015 Design Criteria Manual approved and adopted by this Resolution.

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

In witness whereof, The Chairperson of the Board of Commissioners of the SOUTH BROWARD DRAINAGE DISTRICT has hereunto set his hand and the Secretary of the Board of Commissioners of the SOUTH BROWARD DRAINAGE DISTRICT has caused to be set its seal.

ADOPTED AND DATED this _____ day of _____, 2015.

SOUTH BROWARD DRAINAGE DISTRICT

(SEAL)

By: _____
Scott Hodges, Chairperson

Attest:

Robert E. Goggin, IV, Secretary

STATE OF FLORIDA)
)§
COUNTY OF BROWARD)

The foregoing Resolution № 2015-01 was acknowledged before me this ____ day of _____, 2015 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 _____, 2015.

(NOTARY SEAL OR STAMP)

Notary Public - State of Florida at Large