

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

FEBRUARY 25, 2016

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, Commissioner Mersinger, Commissioner Goggin and Commissioner Santana-Woodall present; followed by the Pledge of Allegiance.

02. PUBLIC COMMENT

None.

03. APPROVAL OF MINUTES

Commissioner Goggin moved for approval of the minutes of the January 28, 2016, South Broward Drainage District Board meeting. Motion was seconded by Commissioner Santana-Woodall and carried unanimously.

04. DIRECTOR'S REPORT

Commissioner Good joined the meeting at approximately 8:05 a.m.

A. PRESENTATION OF FINAL SBDD FINANCIAL STATEMENT FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2015 BY BARRY FINK, CPA

District Director Hart stated that the final report of the SBDD Financial Statements for the Fiscal Year Ending September 30, 2015 was prepared by the District's accounting firm, Margolies, Fink and Wichrowski, Certified Public Accounts (MFW), and that Barry Fink, CPA was at the meeting to present the report.

Mr. Fink stated that there were no changes to the report, and that he had nothing more to add from his presentation at the previous Board meeting; and he would be happy to answer any questions from the Board.

Commissioner Minnaugh moved for approval of Final SBDD Financial Statement for the Fiscal Year ending September 30, 2015. Motion was seconded by Commissioner Goggin and it was carried unanimously.

B. REQUEST TO PURCHASE NEW SBDD VEHICLE

District Director Hart stated that SBDD staff researched pricing for the purchase of a new vehicle to replace one of the District's existing vehicles.

This is a request to purchase a new 2016 Ford F-250 3/4 Ton Pickup Truck. The lowest price available for the purchase of a new 2016 Ford F-250 3/4 Ton Pickup Truck is through the Florida Sheriff's Association Contract in the amount of \$23,214.00. The Florida Sheriff's Association Contract was awarded through a publically advertised, competitive bid process and therefore, the purchase of a vehicle through this contract does not require SBDD to publically advertise for bids.

SBDD has researched other pricing options for a comparable 2016 Ford F-250 3/4 Ton Pickup Truck, and determined that the pricing through the Florida Sheriff's Association Contract is the most economical option. Informal pricing obtained from other local car/truck dealers exceeded \$40,000 in price.

District Director Hart requested approval for the District to purchase a 2016 Ford F-250 3/4 Ton Pickup Truck from Duval Ford Fleet Sales under the Florida Sheriff's Association Contract in the amount of \$23,214.00. The vehicle will be outfitted with additional options including a trailer towing package; spare tire and rim; back-up alarm; 8,000 lb. winch with remote; limited slip differential on 4-wheel drive; and electric brake controller. The total amount of the optional items is \$3,377.00. The total cost for the new vehicle, including all optional items is \$26,591.00. The purchase of the new vehicle will be funded through the General Operating Account as part of the District's 2015-2016 budget.

Commissioner Minnaugh moved for approval of the purchase of a new SBDD vehicle for the total amount of \$26,591.00. Motion was seconded by Commissioner Goggin.

Commissioner Goggin commented that he did some research and could not come anywhere near \$40,000, and he appreciates how the District is able to do a good job dealing with the Sheriff's Association Contract and that it stands to reason. The question was called and it was carried unanimously.

C. OTHER

- **Update on Dry Season Rainfall** – District Director Hart stated that all of South Florida has experienced an abnormal dry season in terms of rainfall. There has been a number of records regarding rainfall that have been recorded. November through January has been the wettest period on record since 1932. There has been individual days in January, that have recorded single day rainfall records for that particular day, and well above normal rainfall for this period of time overall. The District has been able to keep the water levels close to the District's control water elevations. So far, the District has been able to deal with all the rainfall and excessive rain. Last Tuesday, there was approximately two inches of rainfall in a ½ hour time period. It was a tremendous

amount of water that came down in a very short period of time. District Director Hart commented that no drainage system is designed to handle that volume of water in that period of time; and that you will see localized flooding; but the good news is that the water does dissipate in a fairly short period of time after the storm passes; and if you would get that same amount of rainfall in an 8-hour period, you would hardly feel it, but when it comes down in such a short time, it does cause some issues with drainage.

He said the real concern right now is that Florida is in the dry season, and typically during the dry season, SBDD is building storage for the rainy season. In the past, South Florida has seen water levels a foot below control elevation at this time of year, so when we start getting our annual rains, starting in May and through the summer, we would have a lot of storage available throughout the District's basins; and right now we do not have that. SBDD is right at control elevation, and the soils are pretty well saturated. South Florida Water Management District is taking steps to prevent flooding; they are moving water south into the Florida Bay across Tamiami Trail. It's the first time they have done this in a number of years; and they have also back-pumped into Lake Okeechobee which is very rare. He said that they are also discharging as well east and west of the lake, because the lake elevation is above average for this time of year. The District will continue to operate as usual as far as the management of their system.

Update on Maintenance Building Expansion & CIP - Regarding the expansion of the Maintenance Building, the District has started the process of moving forward and took the Board's feedback into account. He said that the District will need to get an Amendment for the Plat because the Plat restricts the amount of building area that can be placed on a piece of property; and the Plat for this property had limited the building square footage to what's currently in place. District Director Hart said there is a process that the District needs to go through with the local municipality. He has already filed the application through the Town, and will be receiving a "Letter of No Objection"; and that will be forwarded to Broward County; from there it should be a 60-90 day process to where the District will get a formal "Plat Note Amendment"; and the plat will then be amended to allow for the additional square footage needed to expand the maintenance building. District Director Hart said that while that is taking place, the plan is to move forward and try to negotiate a contract with an architect through the City of Miramar's library of consultants.

Regarding other CIPs, the roof for the office building has been completed, and it has withstood the rain very well. The first of the two motors being rebuilt should be delivered today and will be reinstalled. The second motor will be picked up to be rebuilt by Ring Power, and then returned within 30-45 days; and the motors should be back in operation before the rainy season. District Director Hart reassured the Board that even with the maintenance work, the District always has the ability to pump water and to move water; it has not taken away from any of the District's operations. SBDD will not compromise on any of the pump stations, as far as the capacity needed in the event of one of these winter storms that come through. Likewise, SBDD has rebuilt two of the pumps and gear drives which will be installed tomorrow and will be up and running by next week.

- **Water Matters Day** - The Annual Water Matters Day will be held March 12, 2016 at 9:00 a.m. To 3:00 p.m. at Tree Top Park.

Chair Hodges said he appreciates that District Director Hart is keeping the Board informed on the water levels; and that he also has concerns with the ground water, because if this rain keeps up, it will be a problem. He said that hopefully there will be a balance. He also mentioned the sluice gates and how this underscores the importance of the sluice gates that were installed, and their ability to move this water.

District Director Hart said that is a good point; with all this water and the record rainfall, the District has had to operate the pumps only a few times on the south end at the C-9, but very infrequently. The District has been able to maintain the water levels and the control elevations through the gates; and that is exactly what was expected as far as the benefits of those gates.

05. ATTORNEY'S REPORT:

Attorney Bell said that on Senate Bill 516, it looks as if it is not going forward; and that the session will be over in a couple of weeks.

He reminded the Board of the election which is coming up in November, and several Board members will be on the ballot; and that the qualifying period is Noon, June 20 through Noon, June 24.

Attorney Bell said that he was requested to prepare a memorandum regarding whether or not, as a District Commissioner, you are considered an employee. The memo was distributed to the Board members. He said that this is a confusing issue, and it depends on the context in which it is being applied.

Commissioner Mersinger commented that when Board members asked if they were capable of getting insurance through the District, they were told that because they were not employees of the District, that they could not get insurance through the District. Attorney Bell explained that the main reason they cannot get insurance through the District is because the Charter specifically states "no benefits", but there is a provision in the State law which does allow for Special District members to have insurance. Commissioner Mersinger said that to her recollection, it was because they were not employees, and therefore could not piggy-back off the insurance here at the District. Commissioner Santana-Woodall agreed with Commissioner Mersinger and added that she recalls that in that discussion there was further discussion regarding the retirement fund. Attorney Bell said in regards to the retirement fund, at one time the Board members were part of the retirement fund, and then they decided that they did not want to be members; and they opted out.

Commissioner Minnaugh clarified that at that time, there were several discussions, and one of the main reasons that Board members are not getting benefits and participating in the retirement plan is that they did not want the residents to have to compensate volunteers, who were elected to serve; and she said that this would cost thousands of dollars; that would be ongoing; and for some people, there was discussion whether they would get to keep it, even after they retire from the Board. It was an economic decision not to charge the people in the District for the Board to get benefits.

Commissioner Good explained that the real simple issue is that if a Board member decides that they want to get employed by someone else, and that the employer says "sure, however you cannot have a secondary employment" and the Board member wants to still be an office holder, then they would need to make a decision whether they want to have a job or hold office; because the policy could exist in both the private and public sectors. If the Board is considered employees, the policy would then impact the Board's ability to be public servants. If they are considered to be public servants, then it is not considered employment.

No further action was requested of Attorney Bell on this issue.

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 stated that she went to Broward Days and did a lot of networking and spoke to many representatives. She said that they had scheduled the Fracking Bill for a hearing and that she was really hoping to speak on the issue, and when she went to the Committee Hearing, she noticed they had taken it off. She commented that watching the House was very depressing and upsetting. She said that the Utility Bill passed and that she saw nothing of major consequence for the District. She commented that the Legislature keeps saying that water is a priority, but she does not see anything that backs that up.

08. MEETING DATE(S)

A. The Next **Regular Board Meeting** will be held on **Thursday, March 31st at 8:00 a.m.**

Adjournment at 8:35 A.M.

Respectfully submitted,

Robert E. Goggin IV, Secretary
South Broward Drainage District

/rim

MEMORANDUM

DATE: March 24, 2016
TO: South Broward Drainage District Commissioners
FROM: Kevin M. Hart, P.E.
District Director
Subject: Contract Award for Tree Removal & Trimming in Miramar and Southwest Ranches

Comments:

SBDD advertised for bids for Tree Removal & Trimming at sixteen locations in the City of Miramar and Town of Southwest Ranches. We received a total of four (4) bids. The bid amounts ranged in price from \$27,832.00 to \$98,745.00 for all sixteen locations. 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 bid for each of the 16 sites varies among the bids. SBDD has consulted with each bidder to determine their interest and agreement to contract for the work on a split basis. Both Milborne LLC and EDJ Service LLC have agreed to contract and perform the work on a split basis; and GRC Landscaping has declined. Therefore, it is recommended that the bid be awarded on a split basis as follows:

1. EDJ Service, Inc. (EDJ) in the amount of \$17,787.00 as the lowest responsive, responsible bidder for Site Nos. 1, 2, 3, 5, 6, 9, 10, 11, 13, and 16.
2. Milborne LLC (Milborne) in the amount of \$7,152.65 as the lowest responsive, responsible bidder for Site Nos. 4, 7, 8, 12, 14 and 15.

SBDD has reviewed the bids submitted by EDJ, and Milborne, and has determined that each Contractor is qualified to perform the work and both bids meet all requirements. SBDD is familiar with both Contractors has been satisfied with their past work on similar type projects.

Financial impacts to this Agenda Item: The work covered under this project is included as part of the District's 2015-2016 budget; and funding for the project will come from the SBDD General Operating account.

This is to request approval to award the contract for Tree Removal & Trimming in Miramar, Pembroke Pines and Southwest Ranches on a split basis as noted above. The total of the two contracts will be \$24,939.65 and funding for this project will come from the SBDD General Operating Account as part of the 2015-2016 Budget.

KH
Attachment

BID TABULATION

SOUTH BROWARD DRAINAGE DISTRICT

TREE REMOVAL & TRIMMING IN MIRAMAR & SWR

(BID RESULTS HAVE NOT BEEN FULLY EVALUATED)

Thursday, March 17, 2016

| | Milborne LLC | GRC LANDSCAPING | PRESTIGE PROP. MAINT. INC. | EDJ Service LLC |
|-----------------------------------|--------------|-----------------|-------------------------------|-----------------|
| SITE #1 | \$3,621.15 | \$4,800.00 | \$4,845.00 | \$3,786.00 |
| SITE #2 | \$4,649.01 | \$2,725.00 | \$23,250.00 | \$1,893.00 |
| SITE #3 | \$1,305.64 | \$1,500.00 | \$4,725.00 | \$1,002.00 |
| SITE #4 | \$1,001.46 | \$300.00 | \$4,350.00 | \$1,002.00 |
| SITE #5 | \$1,001.46 | \$3,000.00 | \$4,800.00 | \$423.00 |
| SITE #6 | \$3,951.72 | \$3,000.00 | \$4,500.00 | \$3,798.00 |
| SITE #7 | \$1,001.46 | \$1,900.00 | \$11,850.00 | \$1,201.00 |
| SITE #8 | \$1,001.46 | \$900.00 | \$7,200.00 | \$1,898.00 |
| SITE #9 | \$1,644.62 | \$600.00 | \$4,725.00 | \$1,249.00 |
| SITE #10 | \$4,649.01 | \$4,500.00 | \$4,500.00 | \$2,348.00 |
| SITE #11 | \$1,001.46 | \$2,000.00 | \$4,500.00 | \$992.00 |
| SITE #12 | \$500.73 | \$2,000.00 | \$4,800.00 | \$1,349.00 |
| SITE #13 | \$2,646.08 | \$1,200.00 | \$4,800.00 | \$1,348.00 |
| SITE #14 | \$1,001.46 | \$400.00 | \$4,650.00 | \$1,297.00 |
| SITE #15 | \$2,646.08 | \$1,600.00 | \$2,700.00 | \$3,298.00 |
| SITE #16 | \$1,644.62 | \$1,300.00 | \$2,550.00 | \$948.00 |
| LUMP SUM BASE BID SITES #1-16: | \$33,267.42 | \$31,725.00 | \$98,745.00 | \$27,832.00 |
| Contract Awarded to: | | | | |
| Total for all sites listed: \$ | | | | |

LOCATIONS/DESCRIPTION OF WORK:

1. 5191 S.W. 188th Ave., SWR Remove all trees from water's edge 15' upland.
2. 5161 S.W. 188th Ave., SWR Remove 10 Australian Pine trees from water's edge 15' upland.
3. 17610 S.W. 48th St., SWR Remove one (1) Bischofia tree and trim other branches over water and remove all vegetation at water's edge 20' upland.
4. 4610 S.W. 166th Ave., SWR Trim all branches over water.
5. 5109 S.W. 164th Terr., SWR Remove all trees from fence to water.
6. 5101 S.W. 164th Terr., SWR Remove all trees from water's edge 20' upland.
7. 3900 S.W. 137th Ave., Miramar Remove three (3) Australian Pine trees and all branches marked with orange paint.
8. 3850 S.W. 137th Ave., Miramar Remove 2 Australian Pine trees.
9. 3651 S.W. 137th Ave., Miramar Remove all trees but one (1) from water's edge 10' upland. Trim branches on Bischofia tree over water.
10. 3600 S.W. 136th Ave., Miramar Remove all trees from fence to water.
11. 2821 Buttonwood Ave., Miramar Remove all trees in the water and trim all branches over water.
12. 2709 Dolphin Drive, Miramar Remove all trees from water's edge 10' upland.
13. 2701 Dolphin Drive, Miramar Remove all trees from water's edge 10' upland. Do not remove coconut trees.
14. 2608 Canal Rd., Miramar Remove two (2) trees from water's edge 10' upland.
15. 8844 W. Long Acre Dr., Miramar Remove one (1) Black Olive tree & two (2) Palm trees.
16. 8320 Windsor Dr., Miramar Remove four (4) Coconut trees & one (1) Brazilian tree.



Location #1: 5191 S.W. 188th Avenue, SWR



Location #2: 5161 S.W. 188th Avenue, SWR



Location #3: 17610 S.W. 48th Street, SWR



Location #4: 4610 S.W. 166th Avenue, SWR



Location #5: 5109 S.W. 164th Terrace, SWR



Location #6: 5101 S.W. 164th Terrace, SWR



Location #7: 3900 S.W. 137th Avenue, Miramar



Location #8: 3850 S.W. 137th Avenue, Miramar



Location #9: 3651 S.W. 137th Avenue, Miramar



Location #10: 3600 S.W. 136th Avenue, Miramar



Location #11: 2821 Buttonwood Avenue, Miramar



Location #12: 2709 Dolphin Drive, Miramar



Location #13: 2701 Dolphin Drive, Miramar



Location # 14: 2608 Canal Road, Miramar



Location # 15: 8844 Long Acre Drive, Miramar



Location #16: 8320 Windsor Drive, Miramar



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, Broward County's residential consumption of water has decreased from 161 gallons per person, per day in 2000 to 126 gallons per person, per day in 2014, 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 24, 2016
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 Imadeddine and Raquel Laaroussi

Comments:

The owners of the property located at 19000 SW 56th Street, Southwest Ranches, FL 33332 are requesting that SBDD vacate the Surface Water Management Area (SWMA) that was previously designated and recorded under OR Book 43333, Pages 627-630, 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, Imadeddine and Raquel Laaroussi, 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 19000 SW 56th Street, Southwest Ranches, FL 33332, as described in the attached "Release and Vacation of Surface Water Management Area Designation" and recorded under OR Book 43333, Pages 627-630, 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.: 503936100420

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

THIS RELEASE AND VACATION OF SURFACE-WATER MANAGEMENT AREA DESIGNATION executed this ____ day of _____, 2016, 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 **IMADEDLINE LAAROUSI** and **RAQUEL LAAROUSI**, his wife, whose post office address is 19000 S.W. 56th Street, Southwest Ranches, Florida 33332, 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 West 25 Feet and the South 45 Feet of the Following Described Property:

Lot 42, "Griffin 345 Plat", According to the Plat Thereof, as Recorded in Plat Book 129, Page 22 of the Public Records of Broward County, Florida.

(This is intended to vacate the surface-water management area dedication recorded on December 27, 2006, in the Broward County Public Records OR Book 43333, Pages 627-630.)

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 _____, 2016 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 _____, 2016.

(NOTARY SEAL & STAMP)

NOTARY PUBLIC: STATE OF FLORIDA AT LARGE

SOUTH BROWARD DRAINAGE DISTRICT

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.: 0936-10-0420

INSTR # 106700600
OR BK 43333 Pages 627 - 630
RECORDED 12/27/08 14:43:02
BROWARD COUNTY COMMISSION
DEPUTY CLERK 2000
#15, 4 Pages

PREVIOUSLY RECORDED SWMA
TO BE VACATED

SURFACE-WATER MANAGEMENT AREA DESIGNATION

THIS SURFACE-WATER MANAGEMENT AREA DESIGNATION is granted this 19 day of MAY, 2006, by JOHN PAUL STEVENS, JR., and MARIA L. STEVENS, husband and wife, whose address is 19000 Southwest 56 Street, Southwest Ranches, Florida 33332, 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:

[Signature]
Witness Signature

Rachel Martinez
Witness Printed Name

[Signature]
Witness Signature

Joann Long
Witness Printed Name

"GRANTORS"

[Signature]
Grantor Signature

JOHN PAUL STEVENS, JR.
Grantor Printed Name

SOUTH BROWARD DRAINAGE DISTRICT

(A)

Etta Thompson
Witness Signature

ETTA THOMPSON
Witness Printed Name †

Melissa Edward
Witness Signature

Melissa Edward
Witness Printed Name †

Maria L. Stevens
Grantor Signature

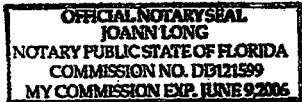
MARIA L. STEVENS
Grantor Printed Name †

STATE OF FLORIDA)
)§
COUNTY OF BROWARD)

THE FOREGOING SURFACE-WATER MANAGEMENT AREA DESIGNATION WAS ACKNOWLEDGED BEFORE ME THIS 17 DAY OF May, 2006, BY JOHN PAUL STEVENS, JR. AS GRANTOR WHO IS PERSONALLY KNOWN TO ME (OR) HAS PRODUCED FL. Driver's License (TYPE OF IDENTIFICATION).

WITNESS MY HAND AND OFFICIAL SEAL IN THE COUNTY AND STATE LAST AFORESAID THIS 17 DAY OF May, 2006.

NOTARY SEAL AND STAMP



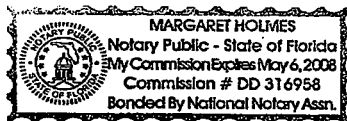
Joann Long
NOTARY PUBLIC
Joann Long
PRINTED OR STAMPED NAME OF NOTARY PUBLIC

STATE OF FLORIDA)
)§
COUNTY OF BROWARD)

THE FOREGOING SURFACE-WATER MANAGEMENT AREA DESIGNATION WAS ACKNOWLEDGED BEFORE ME THIS 19 DAY OF May, 2006, BY MARIA L. STEVENS 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 19 DAY OF May, 2006.

NOTARY SEAL AND STAMP



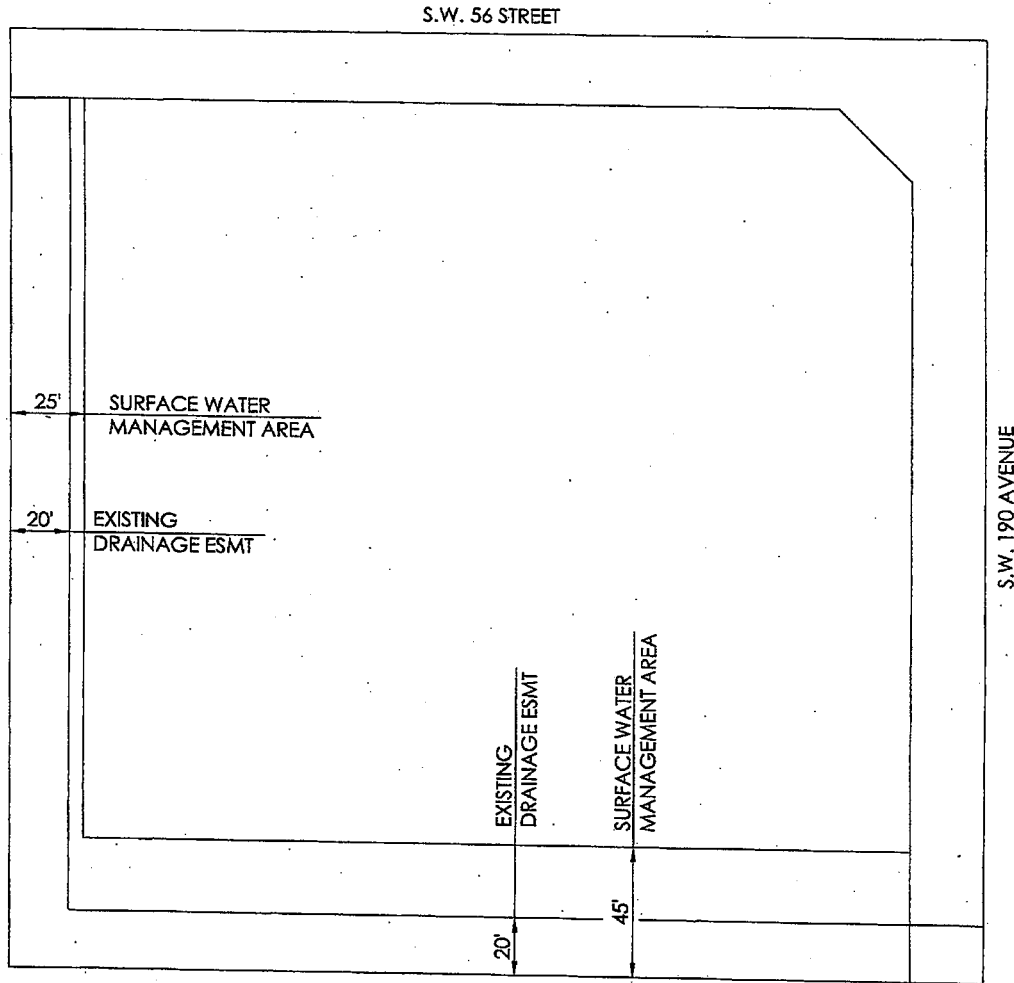
Margaret Holmes
NOTARY PUBLIC
MARGARET HOLMES
PRINTED OR STAMPED NAME OF NOTARY PUBLIC

EXHIBIT "A" TO
SURFACE-WATER MANAGEMENT AREA DESIGNATION

THE WEST 25 FEET AND THE SOUTH 45 FEET OF THE FOLLOWING-
DESCRIBED PROPERTY:

LOT 42, GRIFFIN 345 PLAT, ACCORDING TO THE PLAT THEREOF, AS
RECORDED IN PLAT BOOK 129, AT PAGE 22, OF THE PUBLIC RECORDS
OF BROWARD COUNTY, FLORIDA.

SAID LANDS SITUATE. LYING AND BEING IN BROWARD COUNTY, FLORIDA



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

SCALE 1" = 50'
STEVENS PROPERTY
 19000 S.W. 56 STREET
 36-39-50

EXHIBIT "B"

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.: 503936100420

SURFACE-WATER MANAGEMENT AREA DESIGNATION

THIS SURFACE-WATER MANAGEMENT AREA DESIGNATION is granted this 11th day of March, 2016, by **IMADEDLINE LAAROUSSI** and **RAQUEL LAAROUSSI**, husband and wife, whose address is 19000 S.W. 56th Street, Southwest Ranches, Florida 33332, 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"

Susan Tratzogue
Witness Signature

Imadedline Laaroussi
Grantor Signature

Susan Tratzogue
Witness Printed Name 1

IMADEDLINE LAAROUSSI
Grantor Printed Name 1

Reina I. Muniz
Witness Signature

Reina I. Muniz
Witness Printed Name 1

SOUTH BROWARD DRAINAGE DISTRICT

Susan Tratzogui
Witness Signature

Susan Tratzogui
Witness Printed Name 1

Reina I. Muniz
Witness Signature

Reina I. Muniz
Witness Printed Name 1

Raquel Laaroussi
Grantor Signature

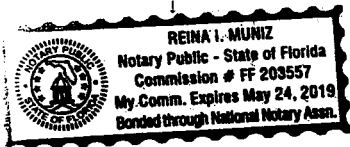
RAQUEL LAAROSSI
Grantor Printed Name 1

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

THE FOREGOING SURFACE-WATER-MANAGEMENT AREA DESIGNATION WAS ACKNOWLEDGED BEFORE ME THIS 11th DAY OF March, 2016, BY IMADEDINE LAAROSSI AS GRANTOR WHO IS PERSONALLY KNOWN TO ME (OR) HAS PRODUCED Driver's License (TYPE OF IDENTIFICATION).

WITNESS MY HAND AND OFFICIAL SEAL IN THE COUNTY AND STATE LAST AFORESAID THIS 11th DAY OF March, 2016.

NOTARY SEAL AND STAMP



Reina I. Muniz
NOTARY PUBLIC

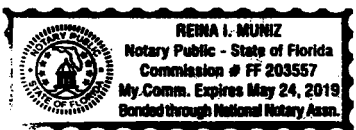
Reina I. Muniz
PRINTED OR STAMPED NAME OF NOTARY PUBLIC

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

THE FOREGOING SURFACE-WATER-MANAGEMENT AREA DESIGNATION WAS ACKNOWLEDGED BEFORE ME THIS 11th DAY OF March, 2016, BY RAQUEL LAAROSSI AS GRANTOR, WHO IS PERSONALLY KNOWN TO ME (OR) HAS PRODUCED Driver's License (TYPE OF IDENTIFICATION).

WITNESS MY HAND AND OFFICIAL SEAL IN THE COUNTY AND STATE LAST AFORESAID THIS 11th DAY OF March, 2016.

NOTARY SEAL AND STAMP



Reina I. Muniz
NOTARY PUBLIC

Reina I. Muniz
PRINTED OR STAMPED NAME OF NOTARY PUBLIC

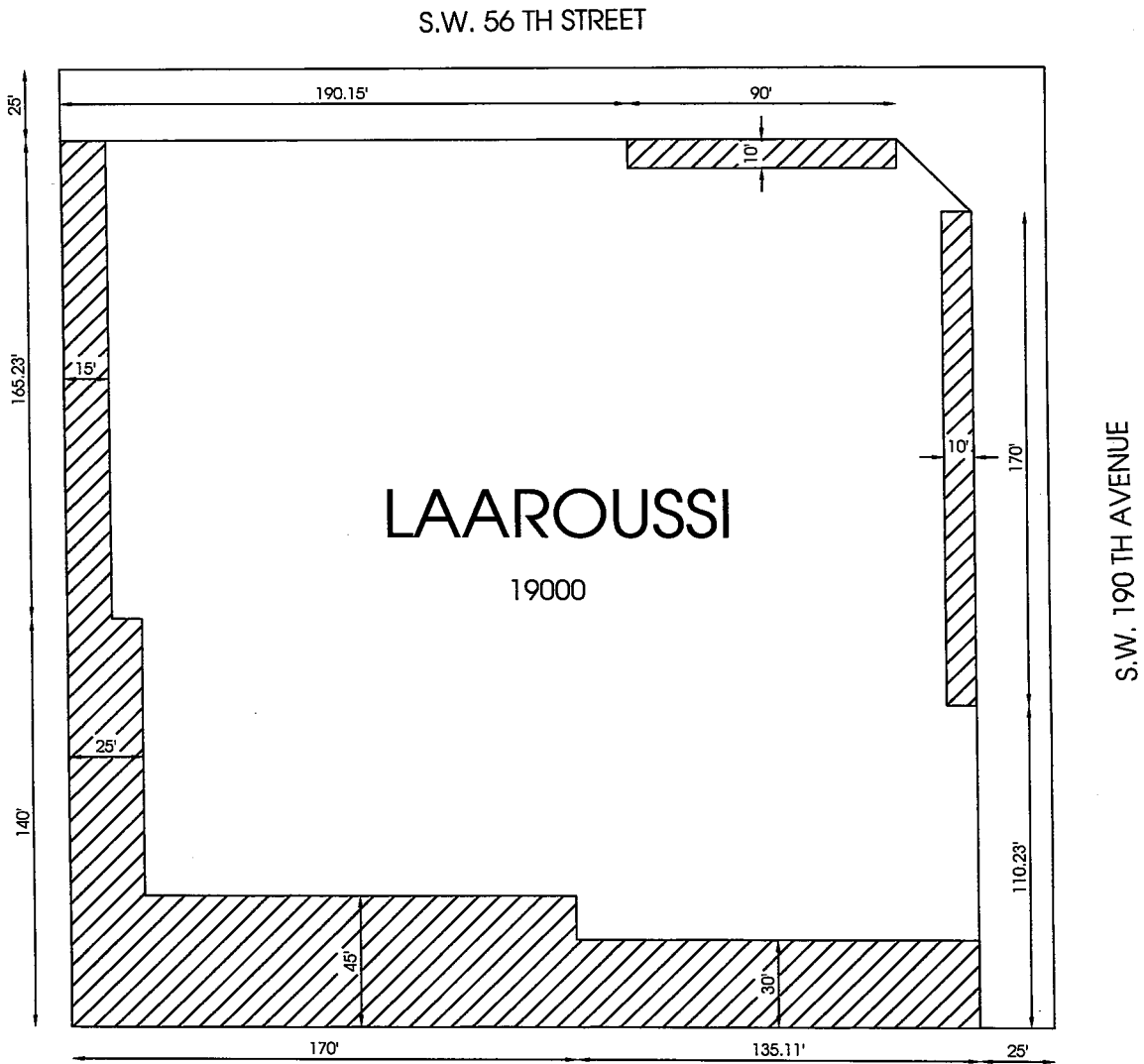
SOUTH BROWARD DRAINAGE DISTRICT


EXHIBIT "A" TO
SURFACE-WATER MANAGEMENT AREA DESIGNATION

THE WEST 15 FEET OF THE SOUTH 165.23 FEET OF THE NORTH 190.23 FEET; TOGETHER WITH THE WEST 25 FEET OF THE SOUTH 140 FEET; TOGETHER WITH THE SOUTH 45 FEET OF THE WEST 170 FEET; TOGETHER WITH THE SOUTH 30 FEET OF THE EAST 135.11 FEET OF THE WEST 305.11 FEET; TOGETHER WITH THE SOUTH 10 FEET OF THE NORTH 35 FEET OF THE EAST 90 FEET OF THE WEST 280.15 FEET; TOGETHER WITH THE WEST 10 FEET OF THE EAST 35 FEET OF THE NORTH 170 FEET OF THE SOUTH 280.23 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

LOT 42, "GRIFFIN 345 PLAT", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 129, PAGE 22 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA



 SURFACE-WATER MANAGEMENT AREA TO BE MAINTAINED AT ELEVATION 5.00' N.G.V.D. OR LOWER (19,156 S.F. PROVIDED)

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

SCALE = N.T.S.
IMADEDINE & RAQUEL LAAROUSSI
 19000 S.W. 56TH STREET
 PROP. ID # 5039 3610 0420



EXHIBIT B

MEMORANDUM

DATE: March 24, 2016
TO: South Broward Drainage District Commissioners
FROM: Kevin M. Hart, P.E.
District Director
Subject: Sale of SBDD Surplus Equipment

Comments:

Pursuant to Chapter 274, Florida Statutes, SBDD has identified certain properties (equipment) as surplus equipment. This surplus equipment is considered obsolete and its continued use is inefficient and serves no useful function to the District. A list of SBDD's surplus equipment is attached.

It is recommended that SBDD's surplus equipment be sold to the highest responsible bidder in accordance with Sections 274.06 and 274.07, Florida Statutes. It is further recommended that the surplus equipment be sold "as is" in individual lots as shown on the attached list to the highest responsible bidder for each lot. Any lots for which the District does not receive an acceptable bid will be lawfully disposed of in accordance with state, county and local laws and Chapter 274, Florida Statutes.

Financial impacts to this Agenda Item: approval of this agenda item will allow SBDD to sell its surplus equipment, to the highest responsible bidder, with any generated revenue being placed back into the General Operating Fund. It is estimated that the sale of the District's surplus equipment will generate between \$5,000 and \$8,000.

This request is for approval to allow SBDD to sell its surplus equipment as identified on the attached list in accordance with Chapter 274, Florida Statutes.

KH
Attachments

SOUTH BROWARD DRAINAGE DISTRICT

SALE OF SURPLUS EQUIPMENT

April 2016

Lot # 1

Item Description – Miscellaneous Used Surplus Control Parts (Relay Switches; PLC Components; Displays; Power Supplies; Breakers; Push Buttons; Selector Switches; Emergency Stop Buttons; & Transfer Switch Components)

See Part Descriptions, Quantities, Manufacturer and Part Numbers Below

All Parts are in Good Condition/Working Condition

Minimum Bid of \$5,500.00 for all parts

| QUANTITY | MANUFACTURER | PART # | DESCRIPTION |
|----------|------------------|---------------|--|
| 5 | ALLEN-BRADLEY | 800H-QRT24A | 30.5MM TYPE 4/4X/13 PILOT LIGHT, FULL VOLTAGE, PUSH-TO-TEST, INCAND., AMBER, 24V AC/DC, 1 NO-1 NC |
| 55 | ALLEN-BRADLEY | 800H-QRT24R | 30.5MM TYPE 4/4X/13 PILOT LIGHT, FULL VOLTAGE, PUSH-TO-TEST, INCAND., RED, 24V AC/DC, 1 NO-1 NC |
| 10 | ALLEN-BRADLEY | 800H-QRT24G | 30.5MM TYPE 4/4X/13 PILOT LIGHT, FULL VOLTAGE, PUSH-TO-TEST, INCAND., GREEN, 24V AC/DC, 1 NO-1 NC |
| 3 | SQUARE D | 9001-KM35 | ELECTRIC PILOT LIGHT MODULE - GREEN |
| 2 | ALLEN-BRADLEY | 800T-FX6D4 | PUSHBUTTON 30.5MM RED NON-ILLUM 2POS 1NC PUSH-PULL |
| 2 | ALLEN-BRADLEY | 800H-FRXT | 30.5MM TYPE 4/4X/13 2 POS. PB-NON-ILLUM., PUSH-PULL / TWIST TO RELEASE, NO CONTACTS |
| 2 | SQUARE D | 9001-SKR1RH5 | PUSHBUTTON 600VAC 10AMP 30MM SK - RED |
| 2 | SQUARE D | 9001-SKR1GH5 | PUSHBUTTON 600VAC 10AMP 30MM SK - GREEN |
| 12 | SQUARE D | 9001-SKR1BH5 | PUSHBUTTON 600VAC 10AMP 30MM SK - BLACK |
| 8 | SQUARE D | 9001-SKR9RH13 | 2-POSITION NON-ILLUMINATED PUSHBUTTON WITH 30MM PLASTIC BEZEL AND 41MM RED UNMARKED MUSHROOM HEAD, PUSH-PULL |
| 5 | ASTEC-AMERICA | MJT242508 | CONVERTER |
| 5 | GRASSLIN | FWZ72 | FLUSH-PANEL MOUNTED HOUR METER - BLACK PLASTIC WITH WHITE NUMERALS ON BLACK BACKGROUND, 110-127V-AC |
| 5 | CONTROL CONCEPTS | FVLU | PILOT LIGHT BASE 120V 3W, GREEN |
| 2 | CONTROL CONCEPTS | CBNO | CONTACT BLOCK 30MM NO RED A600/P300 STANDARD |

| QUANTITY | MANUFACTURER | PART # | DESCRIPTION |
|----------|---------------|-----------------|---|
| 12 | SENASYS | PTCC | CONTACT BLOCK 2NO/2NC 600VAC 250VDC |
| 8 | SQUARE D | 9001-SKS43BH21 | 3-POSITION SELECTOR SWITCH 600VAC 10A 30MM SK W/ KA2 & KA3 CONTACT BLOCKS |
| 8 | SQUARE D | 9001-SKS11BH5 | 2-POSITION SELECTOR SWTCH 600VAC 10AMP 30MM SK +OPTIONS W/ KA2 CONTACT BLOCK |
| 1 | SQUARE D | 9001-KS43BH13 | 3-POSITION SELECTOR SWITCH 30MM 3POSITION MAINT 1NO/1NC BLACK |
| 3 | SQUARE D | 9001-SKS46BH1 | SELECTOR SWITCH 3POS MAINT. W/ONE KA-1 BLACK KNOB |
| 32 | ALLEN-BRADLEY | 800H-QRT12R | 30.5MM TYPE 4/4X/13 PILOT LIGHT, FULL VOLTAGE, PUSH-TO-TEST, INCAND., RED, 12V AC/DC, 1 NO-1 NC |
| 3 | ALLEN-BRADLEY | 800H-QRT12A | 30.5MM TYPE 4/4X/13 PILOT LIGHT, FULL VOLTAGE, PUSH-TO-TEST, INCAND., AMBER, 12V AC/DC, 1 NO-1 NC |
| 4 | ALLEN-BRADLEY | 800H-QRT12G | 30.5MM TYPE 4/4X/13 PILOT LIGHT, FULL VOLTAGE, PUSH-TO-TEST, INCAND., GREEN, 12V AC/DC, 1 NO-1 NC |
| 1 | SQUARE D | 9001-SKS88BH2 | 4-POSITION SELECTOR SWITCH 600VAC 10A 30MM SK W/ (2) KA1 CONTACT BLOCKS |
| 3 | VOLTEX | DLX 82-721-2/12 | VOLTAGE MODULATING UNIT |
| 3 | VOLTEX | DLX 82-719-4/12 | VOLTAGE MODULATING UNIT |
| 3 | VOLTEX | 82-872-2/24 | VOLTAGE MODULATING UNIT |
| 3 | EDCO | HSP-121A | EXTERNAL MOUNT 120VAC SURGE PROTECTION |
| 2 | SQUARE D | QOU120 | CIRCUIT BREAKER 20AMP 1POLE 120/240VAC UNIV MOUNT |
| 2 | SQUARE D | QOU115 | CIRCUIT BREAKER 15AMP 1POLE 120/240VAC 50/60HZ |
| | | | |
| 53 | IDEC | RH3B-UL-DC24V | PLUG-IN RELAY 10A CONTACT 3PDT 24VDC COIL INDICATOR LIGHT |
| 53 | IDEC | SH3B-05 | RELAY SOCKET 10AMP 300VAC 11BLADE DIN-RAIL |
| | | | |
| 3 | AA ELECTRIC | AAE-A201-M | RELAY 10AMP 230VAC/28VDC 120VAC COIL |
| 3 | OMRON | PF-083A-E | RELAY SOCKET 10AMP 250V 8PIN OCTAL DIN RAIL MT. |
| | | | |
| 3 | AA ELECTRIC | AAE-A201-M | RELAY 10AMP 230VAC/28VDC 120VAC COIL |

| QUANTITY | MANUFACTURER | PART # | DESCRIPTION |
|----------|-------------------|---------------------------------|--|
| 3 | YOUNG ELECTRONICS | NDS8 | RELAY SOCKET DIN RAIL MOUNT 8PIN |
| 10 | IDEC | RH3B-ULCDC12V | RH3B-ULCDC12V 3PDT W/LITE |
| 10 | IDEC | SH3B-05 | RELAY SOCKET 10AMP 300VAC 11BLADE DIN-RAIL |
| 1 | IDEC | RH3B-U DC24V | RELAY COMPACT STANDARD 3PDT 10AMP 11BLADE |
| 1 | IDEC | SH3B-05 | RELAY SOCKET 10AMP 300VAC 11BLADE DIN-RAIL |
| 1 | OMRON | LY3-DC12 | RELAY PLUG-IN 3PDT 10AMP 12VDC 11BLADE |
| 1 | IDEC | SH3B-05 | RELAY SOCKET 10AMP 300VAC 11BLADE DIN-RAIL |
| 1 | ALLEN-BRADLEY | 700-HA32A1 | 700-HA GENERAL PURPOSE TUBE BASE RELAY, 10 AMP CONTACT, DPDT, 120V 50/60HZ |
| 1 | ALLEN-BRADLEY | 700-HN125 | 8-PIN TUBE BASE SOCKET, SCREW TERMINALS, OPEN TERMINAL CONSTRUCTION |
| 1 | ALLEN-BRADLEY | 700-HA33A1 | 700-HA GENERAL PURPOSE TUBE BASE RELAY, 10 AMP CONTACT, 3PDT, 120V 50/60HZ |
| 1 | ALLEN-BRADLEY | 700-HN101 | 11-PIN TUBE BASE SOCKET, SCREW TERMINALS, GUARDED TOUCH SAFE TERMINAL CONSTRUCTION |
| 15 | SQUARE D | 8501-KPD12P14-V53 | RELAY 10AMP DPDT 24VDC W/PILOT LIGHT 8PIN |
| 15 | SQUARE D | 8501-NR52 | RELAY SOCKET 10AMP 300VAC 8PIN OCTAL |
| 3 | ALLEN-BRADLEY | 2711-M3A19L | OPERATOR INTERFACE 3IN MONOCHROME PANELVIEW300 |
| 1 | MOORE INDUSTRIES | SIX/4-20MA/4-20MA/12-42DC [DIN] | SIGNAL CONDITIONER ISOLATOR CONVERTER 2-WIRE |
| 1 | OMEGA ENGINEERING | DRG-SC-PT | POTENTIOMETER INPUT SIGNAL CONDITIONER |
| 1 | EDCO | HSP 121BT-1RU | POWER CONDITIONER/UPS 5NANOSEC 10KA |
| 2 | SQUARE D | QOU110 | CIRCUIT BREAKER 10AMP 1POLE 120/240VAC UNIV MOUNT |
| 1 | SQUARE D | QOU115 | CIRCUIT BREAKER 15AMP 1POLE 120/240VAC 50/60HZ |

| QUANTITY | MANUFACTURER | PART # | DESCRIPTION |
|----------|---------------------|------------------|---|
| 1 | ALLEN-BRADLEY | 1762-L40AWA | MICROLOGIX 1200, 120/240V AC POWER, (24) 120V AC DIGITAL INPUTS, (16) RELAY OUTPUTS |
| 2 | ALLEN-BRADLEY | 1764-24AWA | MICROLOGIX 1500 BASE 120V AC IN / RELAY OUT / AC POWER |
| 3 | ALLEN-BRADLEY | 1769-ECR | END CAP TERMINATOR RIGHT END 5-24VDC 5MA |
| 4 | ALLEN-BRADLEY | 1769-IF4 | 4 CHANNEL ANALOG CURRENT/VOLTAGE INPUT MODULE |
| 2 | ALLEN-BRADLEY | 1769-IA16 | 16 POINT 120 VAC INPUT MODULE |
| 1 | ALLEN-BRADLEY | 1764-24BWA | MICROLOGIX 1500 BASE 24V DC IN / RELAY OUT / AC POWER |
| 1 | ALLEN-BRADLEY | 1796-OF2 | 2 CHANNEL ANALOG CURRENT/VOLTAGE OUTPUT MODULE |
| 1 | ALLEN-BRADLEY | 1769-OW8 | 8 POINT VAC/VDC RELAY OUTPUT MODULE |
| 1 | ALLEN-BRADLEY | 1769-IQ16 | 16 POINT 24 VDC SINKING/SOURCING INPUT MODULE |
| 1 | EZ AUTOMATION | EZ-S8C-F | OPERATOR INTERFACE 8.2INCH COLOR TOUCHSCREEN EZ |
| 5 | MURPHY | SELECTRONIC S500 | |
| 2 | MURPHY | SELECTRONIC S400 | |
| 2 | SQUARE D | 9070T350D1 | TRANSFORMER CONTROL 350VA 240/480V-120V |
| 2 | CUTLER HAMMER | KD4400KW16 | MOLDED CASE SWITCH, ADJUSTABLE TRIP, THERMAL MAGNETIC; K FRAME; 240/480/600 VAC AT 50/60 HZ (1 UNIT BROKEN SWITCH HANDLE) |
| 2 | BALDOR | 30-AG-O 24638E | TRANSFER SWITCH GEAR MOTOR |
| 1 | LAKE SHORE ELECTRIC | A17340100 | TRANS-O-MATIC AUTOMATIC TRANSFER SWITCH 400A 3 PHASE - BACK PLANE |

Lot # 2

Item Description –Used Computer Monitors

See Part Descriptions, Quantities, Manufacturer and Part Numbers Below

All Monitors are in Good Condition/Working Condition

Minimum Bid of \$150.00 for all four monitors

| QUANTITY | MANUFACTURER | PART # | DESCRIPTION |
|-----------------|---------------------|---------------|---|
| 2 | DELL | 1800FP | 18" ULTRA SHARP MONITOR AC 100-240V ~ 50/60hZ |
| 1 | DELL | E176FPf | 17" FLAT PANEL COLOR LCD MONITOR |
| 1 | DELL | E153FPb | 15" FLAT PANEL COLOR LCD MONITOR |

Lot #3

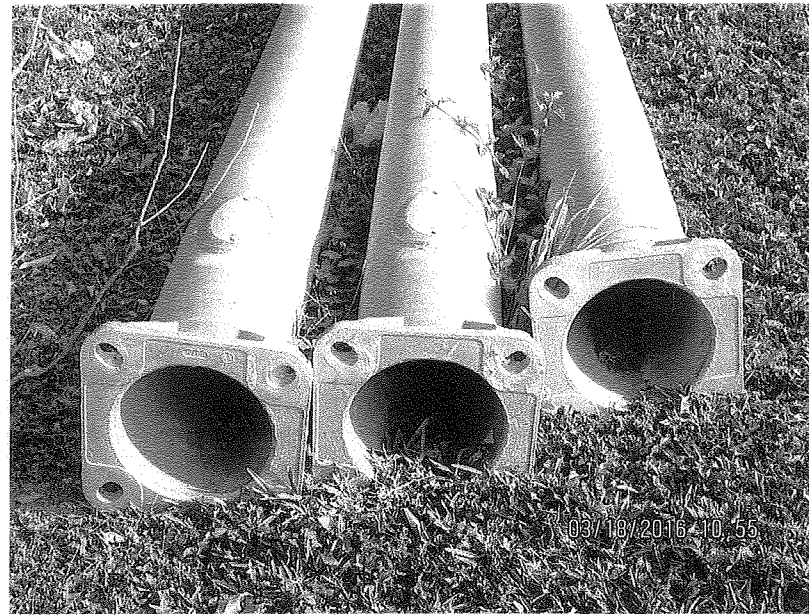
**Item Description – Three (3) Thirty-foot (30') Aluminum Light Poles with
7' x 7' Top Mounting Plat and 14" x 14" Base mount with 4 corner 2" stud holes**

Fair Condition

Approximate Age 15 Years

No Minimum Bid





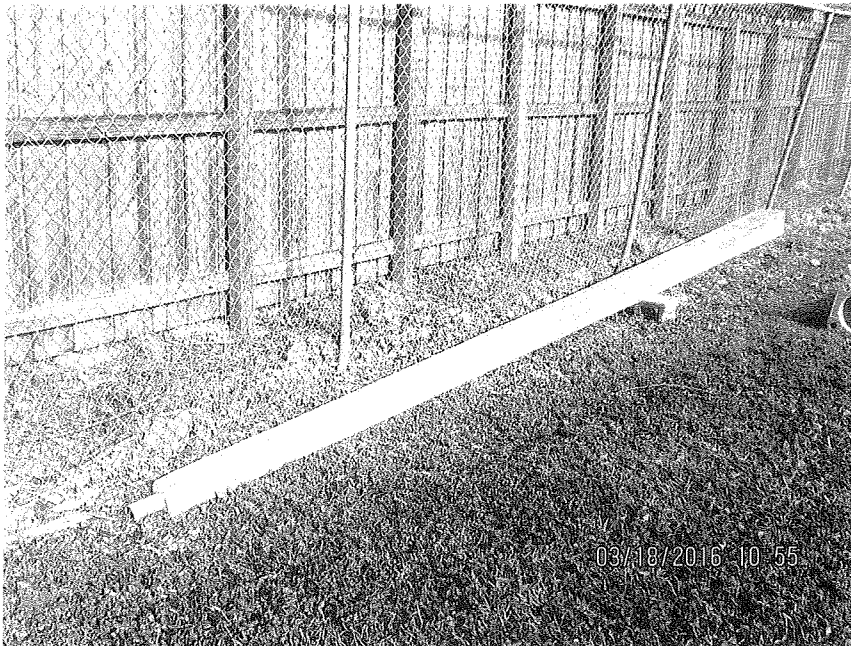
Lot #4

Item Description – One (1) 20-foot (20') Concrete Light Pole

Fair Condition

Approximate Age 15 Years

No Minimum Bid



Lot #5

Item Description – One (1) Ingersoll – RAND 60 Gallon Air Compressor

Make – Ingersoll - RAND

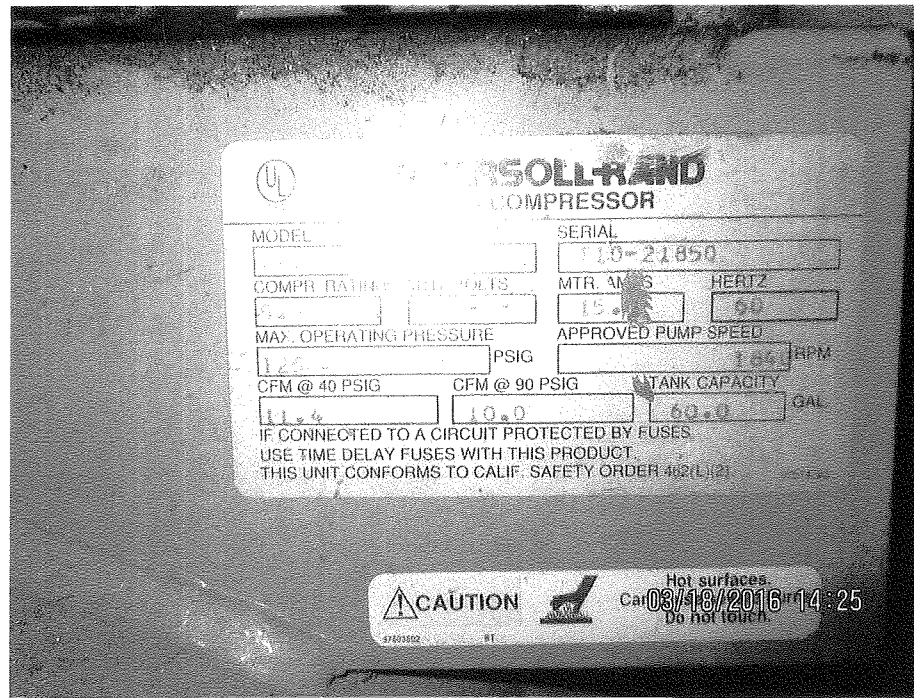
Model – T10560V1 08259

Year – 1992

Fair Condition

Needs Motor

No Minimum Bid





Lot # 6

Item Description - Aluminum Jon Boat with Boat Trailer

Make: Lowe

Year - 2005 – Boat / 1985 - Trailer

Length – 16 feet

66" Beam with Galvanized Trailer and Spare Tire

Fair condition

Hull has leaks and needs repair work

Minimum Bid - \$300.00





Item #7

Item Description – Aluminum Jon Boat with Boat Trailer

Make: Lowe

Year - 2002 – Boat / 1990 - Trailer

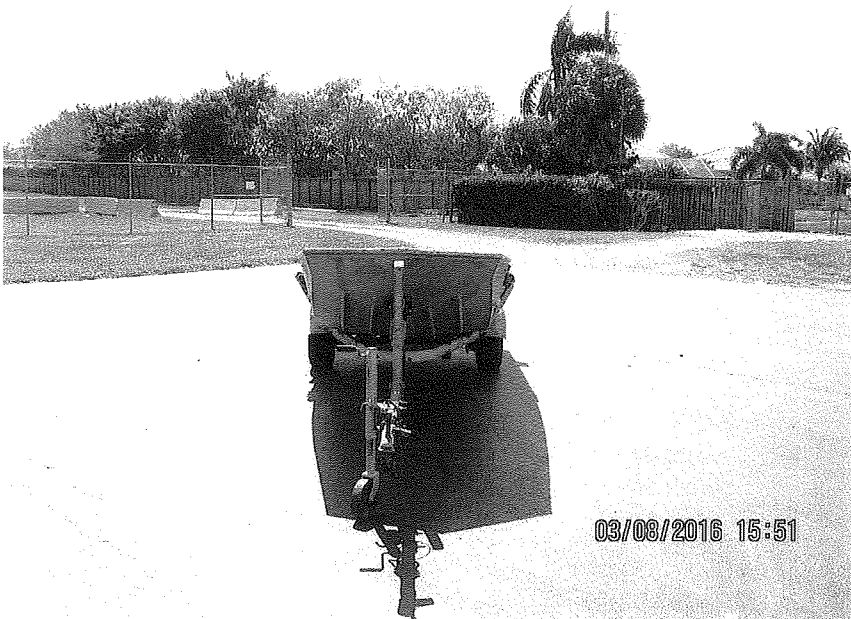
Length – 14 feet

66" Beam with Galvanized Trailer; No Spare Tire; Has Spare Tire Mount

Fair condition

Hull has leaks and needs repair work

Minimum Bid \$250.00





Item #8

Item Description – 2005 Ford Ranger Pick-up Truck

Make – FORD

Model – Ranger Extended Cab 4 x 4 with Topper & Roof Rack

Year – 2005

Vin # 1FTYR15E65PA12445

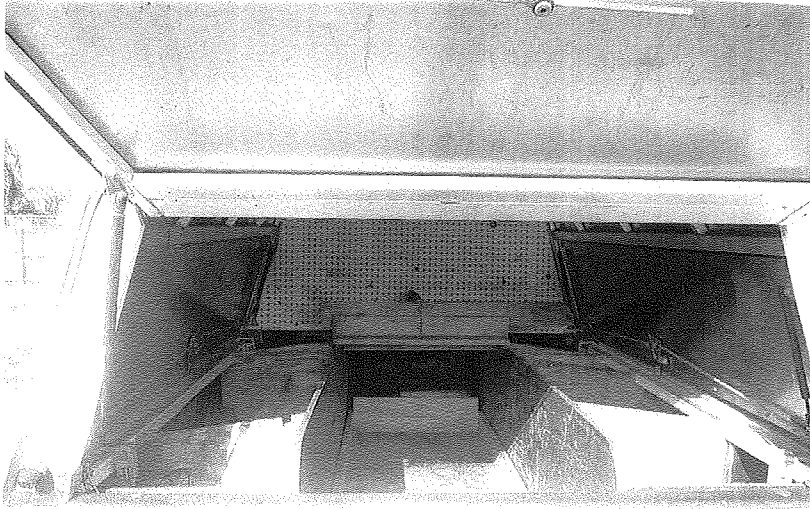
Fair Condition

Miles – 97,000

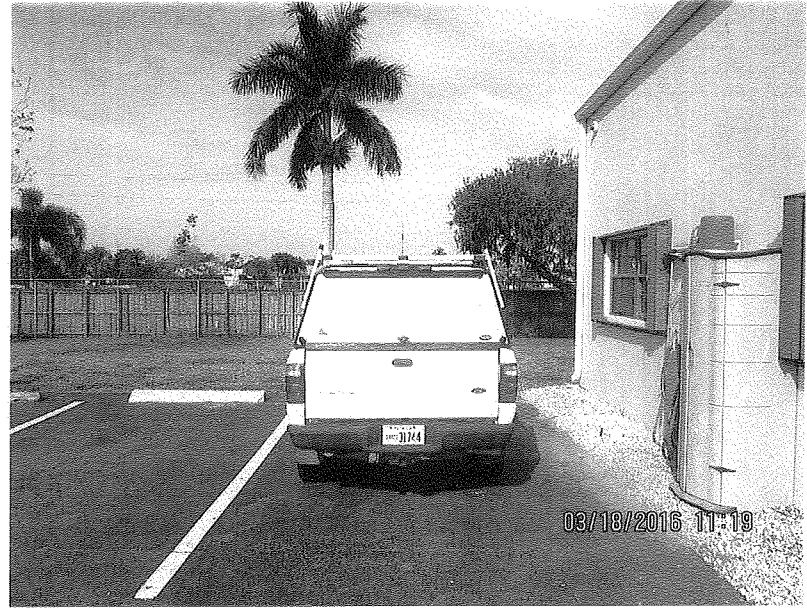
Left rear tire needs replacement; no spare tire; vehicle has oil leaks; brakes need replacement; air conditioner needs maintenance (does not work continuously)

Minimum Bid \$4,000.00





03/18/2016 11:19



03/18/2016 11:19



Item #9

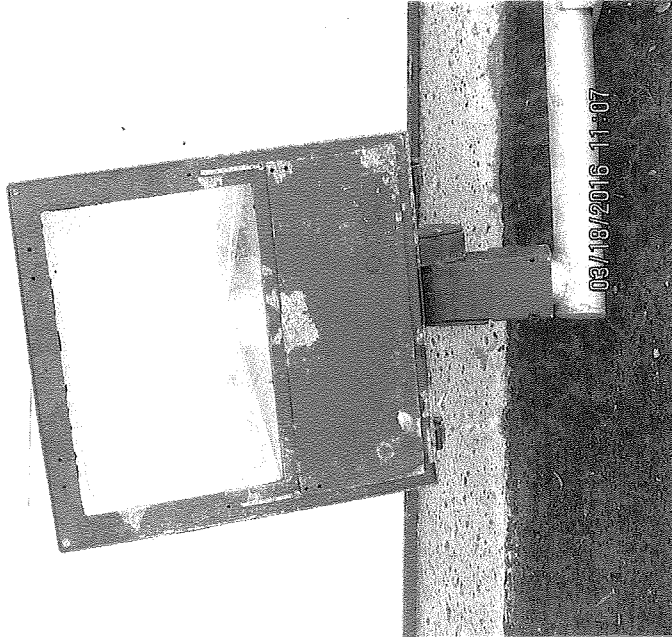
Item Description - Two Headed Flood Light

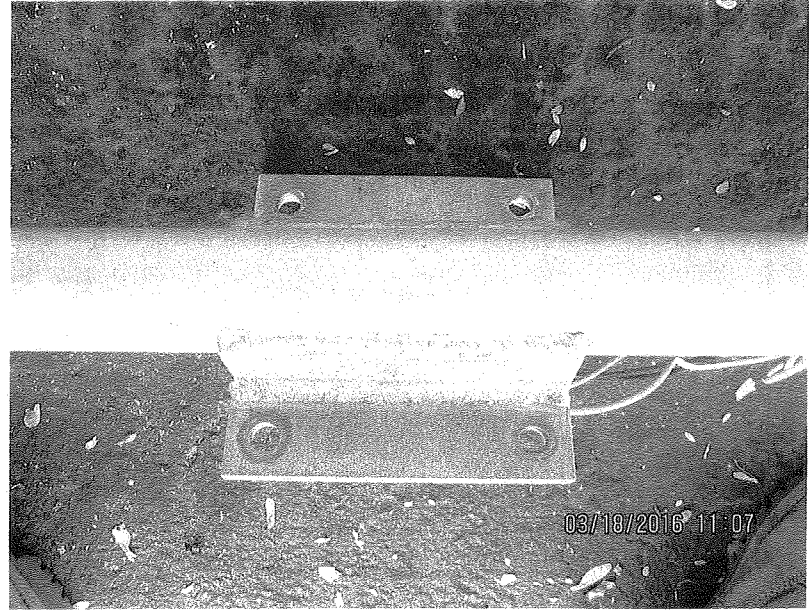
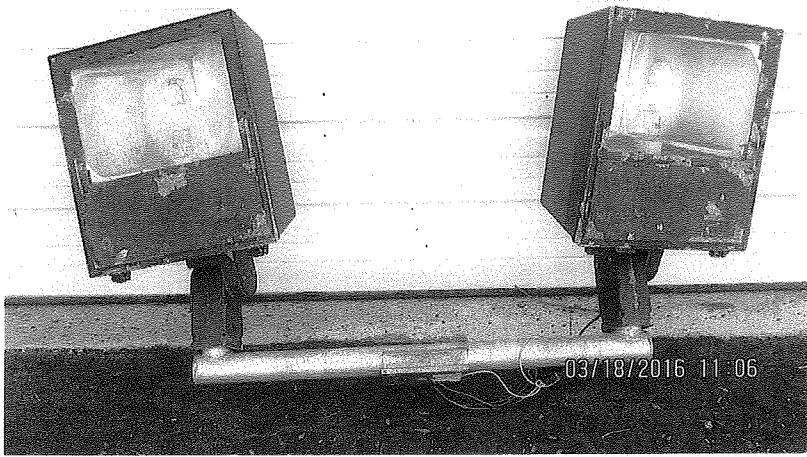
Make – Hubbell with 6 ¾" x 6 ¾" Square Mounting Plate with Predrilled Bolt Holes

Fair Condition

Age – approximately 15 years

No Minimum Bid





Item #10

Item Description – 5000 Watt Portable Generator

Make – Master

Motor – Honda 9.0 HP

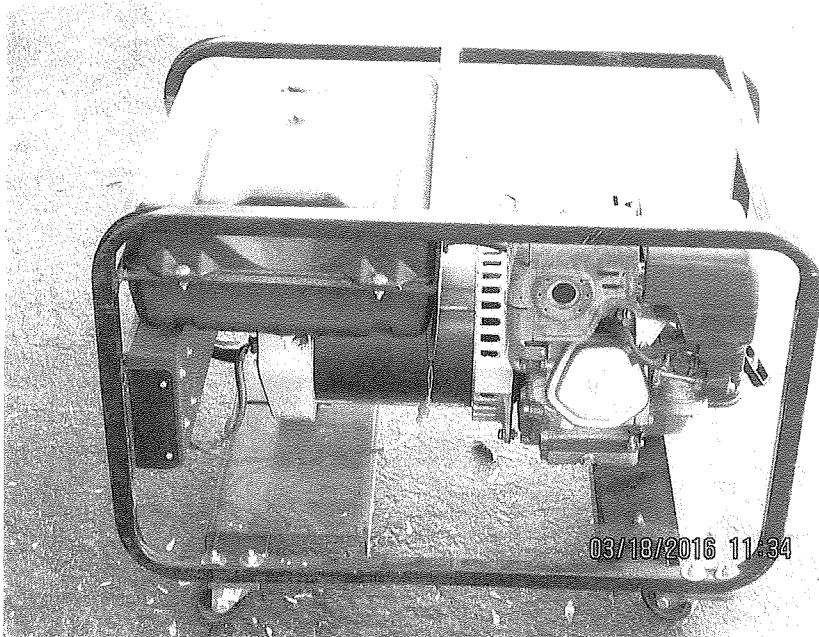
Model GX270

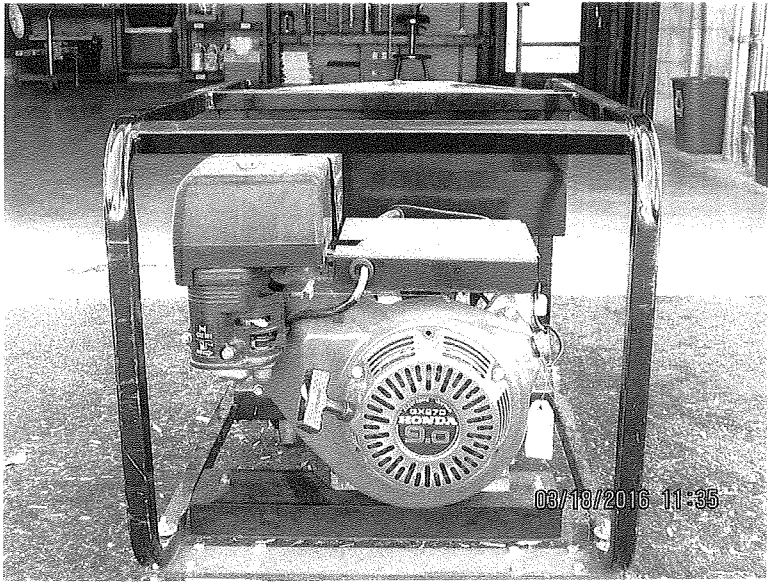
Fair Condition

Age – approximately 18 years

Has a Power Output Problem

No Minimum Bid





MEMORANDUM

DATE: March 24, 2016

TO: South Broward Drainage District Commissioners

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

Subject: Potential Sale/Disposal of SBDD Surplus Real Property

Comments:

SBDD recently received an inquiry regarding the potential use of a 30-foot wide strip of land along the west side of Flamingo Road which is owned by SBDD. The 30-foot strip is located on the west side of the Flamingo Road Canal, south of Pines Boulevard. This 30-foot strip was dedicated to the SBDD in 1985 by quit claim deed from the then adjacent property owner. In 2002 SBDD granted approval to Washington Mutual Bank, FA to use a portion of this 30-foot strip for parking, landscaping and other ancillary uses associated with the development of a bank site, which is now serving as a Chase Bank branch office.

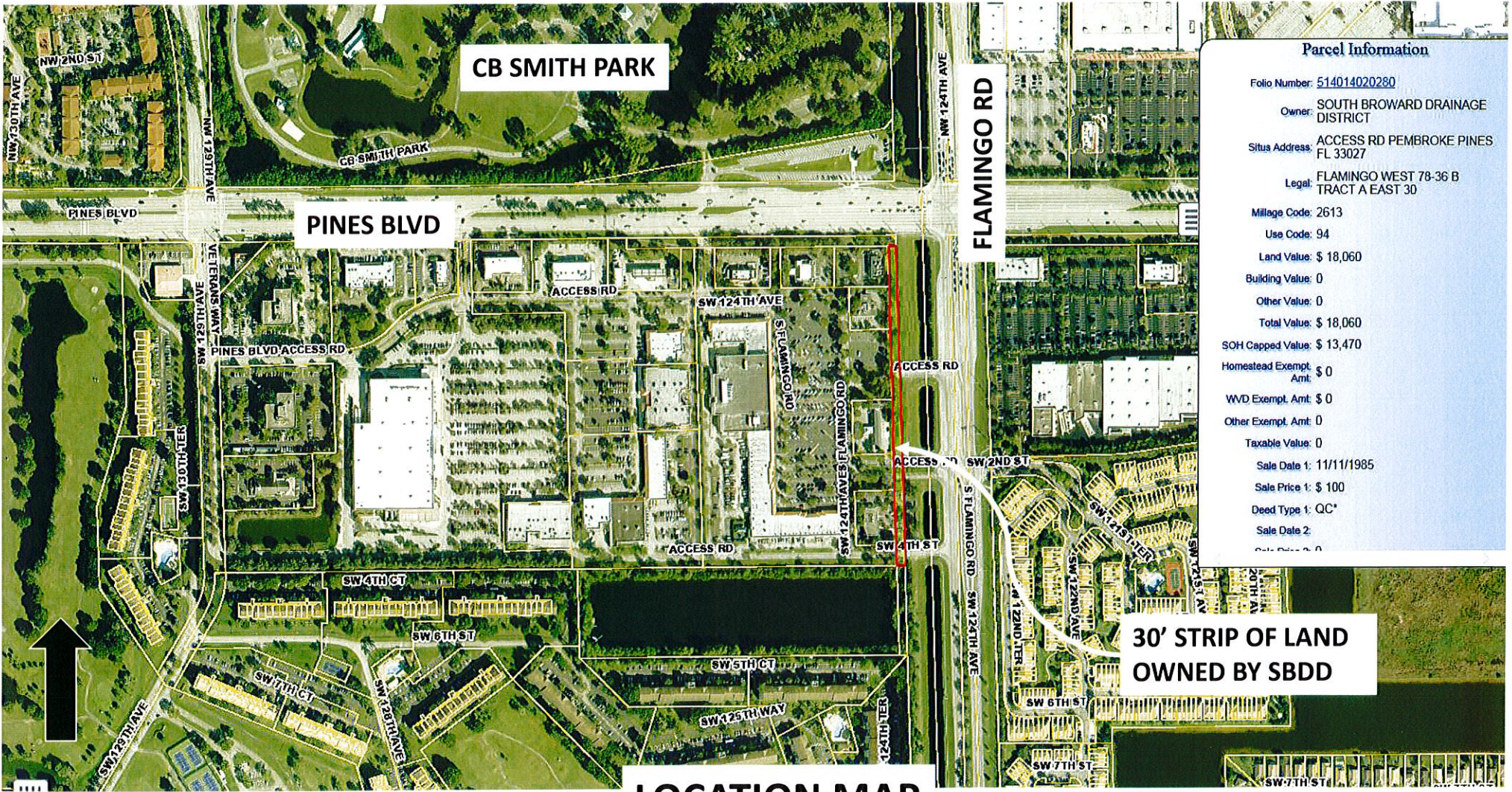
After researching this inquiry further, SBDD staff has determined that the 30-strip of land in question could be considered as surplus property for the following reasons:

- The property is not used or needed by SBDD for its day-day operations or maintenance activities.
- There is adequate land on the west side of the Flamingo Road Canal for SBDD to properly maintain the canal and to provide its residents with the required level of service for the affected drainage basin, without considering this 30-foot strip.
- The 30-strip of land does not extend north of Pines Blvd. and only extends for a distance of 330 feet south of the shopping center property.
- There are no future improvements listed in SBDD's Facilities Report or Water Control Plan that would necessitate the continued ownership of this land.
- The sale and release of this land would not adversely impact the District or its residents.
- The continued ownership of this land may impose future responsibilities and liabilities on SBDD that could be avoided.

The SBDD Attorney has determined that SBDD, may, if desired by the Board, sell/dispose all, or a portion of this 30-foot strip to the highest bidder. . However, the Attorney is recommending that SBDD first develop a policy for selling/disposing of surplus lands.

This is to request direction from the Board on its interest in selling/disposing surplus lands and in developing a policy for selling/disposing surplus lands in the future, if so desired.

KH
Attachments



| Parcel Information | |
|-----------------------|---------------------------------------|
| Folio Number: | 514014020280 |
| Owner: | SOUTH BROWARD DRAINAGE DISTRICT |
| Situs Address: | ACCESS RD PEMBROKE PINES FL 33027 |
| Legal: | FLAMINGO WEST 78-36 B TRACT A EAST 30 |
| Millage Code: | 2613 |
| Use Code: | 94 |
| Land Value: | \$ 18,060 |
| Building Value: | 0 |
| Other Value: | 0 |
| Total Value: | \$ 18,060 |
| SOH Capped Value: | \$ 13,470 |
| Homestead Exempt Amt: | \$ 0 |
| WVD Exempt Amt: | \$ 0 |
| Other Exempt Amt: | 0 |
| Taxable Value: | 0 |
| Sale Date 1: | 11/11/1985 |
| Sale Price 1: | \$ 100 |
| Deed Type 1: | QC* |
| Sale Date 2: | |
| Sale Price 2: | |

LOCATION MAP

NTS

MEMORANDUM

DATE: March 24, 2016

TO: South Broward Drainage District Commissioners

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

Subject: SBDD Resolution No. 2016-02 – Approval of Agreement between South Broward Drainage District, the City of Pembroke Pines, Standard Pacific of Florida, and Raintree at Mayfair Homeowners Association, Inc.

Comments:

Proposed Resolution 2016-02 authorizes South Broward Drainage District (SBDD) to enter into an Agreement with the City of Pembroke Pines (City), Standard Pacific of Florida (Developer), and Raintree at Mayfair Homeowners Association, Inc. (HOA), regarding the installation of a subaqueous water main crossing within a Drainage, Flowage, and Storage Easement and Lake Maintenance Easement located within the Raintree Phase 3 West residential development.

The proposed Agreement will allow SBDD to issue a permit for the installation of the subaqueous water main crossing and provides indemnification and hold harmless language for the City, Developer and HOA. In addition, the Agreement specifies that the Developer and HOA will be responsible for all costs associated with the water main crossing and shall be responsible to pay SBDD a user fee for the use of the District's easement areas in accordance with Section 3.8.2.4 of SBDD's Criteria Manual.

The installation of the water main crossing will not interfere with the intended use of the easement areas or with SBDD's ability to access and maintain the easement areas. District staff has no objections to the proposed water main crossing.

Financial impacts to this Agenda Item: None; the proposed Agreement includes a user fee, bonding requirements, and reimbursement of all costs associated with the preparation of the Agreement.

This to request approval of Resolution 2016-02 authorizing SBDD to enter into an Agreement with the City of Pembroke Pines, Standard Pacific of Florida, and Raintree at Mayfair Homeowners Association, Inc., regarding the installation of a subaqueous water main crossing within a Drainage, Flowage, and Storage Easement and Lake Maintenance Easement located within the Raintree Phase 3 West residential development.

KH
Attachments

**SOUTH BROWARD DRAINAGE DISTRICT
RESOLUTION No. 2016-02**

RESOLUTION OF THE SOUTH BROWARD DRAINAGE DISTRICT AUTHORIZING THE SOUTH BROWARD DRAINAGE DISTRICT TO ENTER INTO AN AGREEMENT WITH THE CITY OF PEMBROKE PINES, A FLORIDA MUNICIPAL CORPORATION, STANDARD PACIFIC OF FLORIDA, A FLORIDA GENERAL PARTNERSHIP, AND RAINTREE AT MAYFAIR HOMEOWNERS ASSOCIATION, INC., A FLORIDA CORPORATION, REGARDING THE INSTALLATION OF A SUBAQUEOUS WATER MAIN CROSSING WITHIN A DRAINAGE, FLOWAGE AND STORAGE EASEMENT AND LAKE MAINTENANCE EASEMENT LOCATED WITHIN THE RAINTREE PHASE 3 WEST RESIDENTIAL DEVELOPMENT; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, City of Pembroke Pines, hereinafter referred to as "City", is a Florida municipal corporation that provides water and sewer utility services to its residents (hereinafter referred to as "Utility Services"); and

WHEREAS, Standard Pacific of Florida, hereinafter referred to as "Developer", is a residential developer who is proposing to develop and construct a residential community known as "Raintree Phase 3 West", which is located within the municipal boundaries of the City and within the jurisdictional boundaries of the District; and

WHEREAS, Raintree at Mayfair Homeowners Association, Inc. hereinafter referred to as "Master Association" is the homeowners association of a real estate development known as "Raintree Properties" which includes "Raintree Phase 3 West" and which is located within the municipal boundaries of the City and within the jurisdictional boundaries of the District; and

WHEREAS, the "Raintree Phase 3 West" property is further described on

Exhibit "A" to the Agreement, attached hereto; and

WHEREAS, the Developer is proposing to install a subaqueous water main crossing across and under an existing lake over which a "Drainage, Flowage and Storage Easement" has been dedicated to the District; and

WHEREAS, the City is the utility provider for the "Raintree Phase 3 West" development and will own and operate the subaqueous water main (hereinafter referred to as "water main") upon the completion of the construction and acceptance of the work by the City; and

WHEREAS, in addition to crossing the District's "Drainage, Flowage, and Storage Easement", the water main will also cross a District "Lake Maintenance Easement" (hereinafter, collectively referred to as "Easements", "Easement Areas" or "Easement Area"); and

WHEREAS, the Easements have been dedicated to the District for drainage and water management purposes for both the Raintree Properties and adjacent properties, and for use by the District to access and maintain the lake area; and

WHEREAS, the installation of the water main crossing will be at the sole cost and expense of the Developer; and

WHEREAS, subject to conditions of the Agreement and as permitted by applicable law, District agrees to convey the right to use the Easement Areas as stated in the Agreement and the District has no objection to the "Raintree Phase 3 West" Developer installing the water main crossing as stated in the Agreement; and

WHEREAS, the Civil Engineer for the "Raintree Phase 3 West" development has prepared engineering plans, details, cross-sections and specifications for the water main crossing; and

WHEREAS, the installation of the water main crossing will not interfere with the intended purpose of the Easement Areas or with the District's ability to access and maintain the Easement Areas; and

WHEREAS, the District agrees to issue a permit to allow the Developer to install the water main crossing in accordance with the engineering plans, details, cross-sections and specifications prepared by the Civil Engineer; and

WHEREAS, all work will be performed in accordance with the Regulations,

Standards, Procedure and Design Criteria of the District (hereinafter referred to as "District's Criteria Manual"), and the Easements, including any sod (grass) which will be restored to its original condition; and

WHEREAS, the Developer has obtained or will obtain all other Governmental approvals and permits required for the installation of the water main crossing; and

WHEREAS, Developer desires a permit from the District for itself, its successors and assigns for the purpose of constructing the water main crossing within the Easement Areas and for utilizing the Easement Areas for this purpose; and

WHEREAS, the District shall collect a user fee for the installation of the water main within the Easements in accordance with Section 3.8.2.4 of the District's Criteria Manual; and

WHEREAS, a copy of the engineering drawings depicting the water main crossing to be constructed within the Easements are attached as Exhibit "B" to the Agreement; and

WHEREAS, the City, Developer and Master Association have acknowledged that the District may at some date in the future utilize the Easement Areas for maintaining the Raintree Phase 3 West lakes and drainage system, and that the water main constructed by Developer within the Easements may be damaged; and

WHEREAS, District, City, Developer and Master Association have acknowledged that Developer and Master Association are responsible for all costs associated with the use of the Easements for the purpose of installing and maintaining the water main within said Easements; and

WHEREAS, said costs may include, but are not limited to, surveying, engineering, permitting, construction, user fees, maintenance, repairs, replacement, testing, restoration, excavation, backfilling, grading, and compaction; and

WHEREAS, as a condition for approval of Developer's request to utilize the Easements as stated herein, the District requires City, Developer, and Master Association to enter into an indemnification and hold harmless agreement indemnifying and holding harmless the District from any and all liability as a result of the construction and placement of the water main within the Easements and District's subsequent use of the Easements; and

WHEREAS, the District and the City have prepared an Agreement whereby the Developer and Homeowners Association will indemnify and hold harmless the District and City from any and all liability as a result of the construction and placement of the water main in the Easement Areas and District's subsequent use of the Easement Areas; and

WHEREAS, To the extent permitted by law, and subject to the limitations contained in Section 768.28, Fla.Stat., as amended, or any subsequently enacted similar law, the City has agreed to indemnify the District for any liability, loss, or damage with respect to any maintenance performed by the City with respect to the water main following acceptance of the water main by the City; and

WHEREAS, the Agreement is attached to this Resolution No. 2016-02 as Exhibit "1" and is herein referred to as the "Agreement"; and

WHEREAS, the District, City, Developer and Master Association are desirous of entering into an Agreement to provide for approval to permit the installation and maintenance of the water main within the Easements; and

WHEREAS, a public meeting was held on the 31st day of March, 2016 at 8:00 AM at the offices of the South Broward Drainage District located at 6591 SW 160th Avenue, Southwest Ranches, Florida 33331 for the purpose of approving the proposed Agreement and authorizing the District to enter into the proposed Agreement;

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

1. The foregoing statements are true and correct and are incorporated herein by reference as if fully stated herein.

2. The Agreement between the District, the City, Developer and Master Association is approved.

3. The District's attorney and District Director are authorized and directed to submit the Agreement to City, Developer and Master Association for approval and execution.

4. The Agreement shall be executed in the name of the District by the Chairperson or Vice Chairperson of the District and countersigned and attested by the Secretary of the District and its corporate seal or facsimile thereof shall be affixed thereto and reproduced thereof.

5. Upon full execution of the Agreement, the District's attorney and District Director are authorized and directed to record the Agreement in the Broward County Public Records.

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

Resolution, the Agreement or the exhibits attached to the Agreement shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be separate from the remaining covenants, agreements or provisions and shall in no way affect the validity of all other provisions of this Resolution, the Agreement or the exhibits attached to the Agreement.

7. This Resolution shall take effect immediately upon its adoption and shall be effective until revised or changed by the District Board of Commissioners by subsequent Resolution.

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 _____, 2016.

SOUTH BROWARD DRAINAGE DISTRICT

(SEAL)

By: _____
Scott Hodges, Chairperson

Attest:

Robert E. Goggin, IV, Secretary

STATE OF FLORIDA)
)§
COUNTY OF BROWARD)

The foregoing Resolution No. 2016-02 was acknowledged before me this ____ day of _____, 2016 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 _____, 2016.

(NOTARY SEAL OR STAMP)

↓

Notary Public - State of Florida at Large

EXHIBIT "1"

SBDD Utility Agreement
March 8, 2016

Prepared By & Return To:

South Broward Drainage District
6591 SW 160th Avenue
Southwest Ranches, Florida 33331

UTILITY AGREEMENT **(RAINTREE PROPERTIES)**

THIS AGREEMENT ("Agreement"), made and entered into this ____ day of _____ 2016, 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"), THE CITY OF PERMBROKE PINES, a Florida municipal corporation , whose address is 10100 Pines Blvd., Pembroke Pines, Florida 33024 (hereinafter referred to as "City"), STANDARD PACIFIC OF FLORIDA, a Florida General Partnership d/b/a STANDARD PACIFIC HOMES, a Florida fictitious name, whose principle address is 825 Coral Springs Drive, Coral Springs, FL 33071 (hereinafter referred to as "Developer"), and RAINTREE AT MAYFAIR HOMEOWNERS ASSOCIATION, INC., a Florida corporation, whose principle address is c/o Campbell Property Management, 1215 E. Hillsboro Blvd., Deerfield Beach, FL 33441, (hereinafter referred to as "Master Association").

WITNESSETH:

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

WHEREAS, City is a Florida municipal corporation that provides water and sewer utility services to its residents (hereinafter referred to as "Utility Services"); and

WHEREAS, Developer is proposing to develop and construct a residential community known as "Raintree Phase 3 West", which is located within the municipal boundaries of the City and within the jurisdictional boundaries of the District; and

WHEREAS, Master Association is the Homeowners Association of a real estate development known as "Raintree Properties" which includes "Raintree Phase 3 West" and which is located within the municipal boundaries of the City and within the jurisdictional boundaries of the District; and

WHEREAS, the "Raintree Phase 3 West" property is further described on Exhibit "A", attached hereto: and

WHEREAS, the Developer is proposing to install a subaqueous water main crossing across and under an existing lake over which a "Drainage, Flowage and Storage Easement" has been dedicated to the District; and

WHEREAS, the City is the utility provider for the "Raintree Phase 3 West" development and will own and operate the subaqueous water main (hereinafter referred to as "water main") upon the completion of the construction and acceptance of the work by the City; and

WHEREAS, in addition to crossing the District's "Drainage, Flowage, and Storage Easement", the water main will also cross a District "Lake Maintenance Easement" (hereinafter, collectively referred to as "Easements", "Easement Areas" or "Easement Area"); and

WHEREAS, the Easements have been recorded at Instrument Nos. _____ and _____, in the Broward County, Florida Public Records, and are incorporated herein in their entirety by reference; and

WHEREAS, the Easements have been dedicated to the District for drainage and water management purposes for both the Raintree Properties and adjacent properties, and for use by the District to access and maintain the lake area; and

WHEREAS, the installation of the water main crossing will be at the sole cost and expense of the Developer; and

WHEREAS, subject to conditions of this Agreement and as permitted by applicable law, District agrees to convey the right to use the Easement Areas as stated in this Agreement and the District has no objection to the "Raintree Phase 3 West" Developer installing the water main crossing as stated herein; and

WHEREAS, the Civil Engineer for the "Raintree Phase 3 West" development has prepared engineering plans, details, cross-sections and specifications for the water main crossing; and

WHEREAS, the installation of the water main crossing will not interfere with the intended purpose of the Easement Areas or with the District's ability to access and maintain the Easement Areas; and

WHEREAS, the District agrees to issue a permit to allow the Developer to install the water main crossing in accordance with the engineering plans, details, cross-sections and specifications prepared by the Civil Engineer. All work will be performed in accordance with the Regulations, Standards, Procedure and Design Criteria of the District (hereinafter referred to as "District's Criteria Manual"), and the Easements, including any sod (grass) which will be restored to its original condition; and

WHEREAS, the Developer has obtained or will obtain all other Governmental approvals and permits required for the installation of the water main crossing; and

WHEREAS, Developer desires a permit from the District for itself, its successors and assigns for the purpose of constructing the water main crossing within the Easement Areas and for utilizing the Easement Areas for this purpose; and

WHEREAS, the District shall collect a user fee for the installation of the water main within the Easements in accordance with Section 3.8.2.4 of the District's Criteria Manual; and

WHEREAS, a copy of the engineering drawings depicting the water main crossing to be constructed within the Easements is attached hereto as Exhibit "B"; and

WHEREAS, the City, Developer and Master Association each acknowledge that the District may at some date in the future utilize the Easement Areas for maintaining the Raintree Phase 3 West lakes and drainage system, and that the water main constructed by Developer within the Easements may be damaged; and

WHEREAS, District, City, Developer and Master Association each acknowledge that Developer or Master Association or both are responsible for all costs associated with the use of the Easements for the purpose of installing and maintaining the water main within said Easements; and

WHEREAS, said costs may include, but are not limited to, surveying, engineering, permitting, construction, user fees, maintenance, repairs, replacement, testing, restoration, excavation, backfilling, grading, and compaction; and

WHEREAS, as a condition for approval of Developer's request to utilize the Easements as stated herein, the District requires City, Developer, and Master Association to enter into an indemnification and hold harmless agreement indemnifying and holding harmless the District from any and all liability as a result of the construction and placement of the water main within the Easements and District's subsequent use of the Easements; and

WHEREAS, the District, City, Developer and Master Association are desirous of entering into an Agreement to provide for approval to permit the installation and maintenance of the water main crossing within the Easements; 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, City, Developer, and Master Association, 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. District agrees to issue a permit to Developer and Master Association for the construction, installation, and maintenance of a water main crossing within the Easements to serve the Raintree Phase 3 West development.
3. All successors to the District, City, Developer and Master Association shall be bound by this Agreement. However, this Agreement shall not be assigned to a successor without the written

approval of the District Board of Commissioners and any purported assignment without said written approval will be null and void and of no force or effect.

4. This Agreement shall be effective on _____, 2016 ("Effective Date") and this Agreement shall remain in full force and effect upon the same covenants, terms and conditions as stated herein until such time as all affected parties agree in writing to terminate or modify this Agreement. However, if the Developer has assigned its interest in this Agreement to a third party, the approval of the Developer shall not be necessary and the third party shall be required to approve the termination or modification of this Agreement.

5. The District shall collect an initial user fee from the Developer in the amount of \$250.00, which shall be due upon the issuance of the permit by the District. In addition, the District shall collect an annual user fee from the Master Association in the amount of \$250.00, which will become due on September 1, 2016 and on September 1st of each subsequent year for as long as the water main remains in place within the Easement Areas.

6. Developer and Master Association agree that Developer shall be responsible for all costs associated with the installation of the water main crossing and that Master Association shall be responsible for the annual user fee associated with the use of the District's Easements.

7. Developer agrees that the construction of the water main crossing within the Easements shall comply with all requirements and conditions of the District and other applicable laws.

8. Developer shall deposit with the District a Bond or Letter of Credit (Bond) in the amount of \$5,000 to ensure that all work related to the construction of the water main is in strict accordance with the District's Criteria Manual. Said Bond shall remain in place until such time as a final inspection of the work has been completed and the work has been accepted by the District.

9. In the event any portion of the Easement Area is vacated by the District, this Agreement shall terminate and be of no force or effect as to said areas. Notwithstanding the foregoing, Developer and Master Association shall remain liable for all damages and expenses which are the result of Developer's or Master Association's work within the vacated Easement Area.

10. At any time after the District has utilized the Easement Area, Master Association shall be responsible to reconstruct and restore the Easement Area to its previous condition, said reconstruction and restoration shall be at the cost of Master Association and all construction shall be in accordance with the District's Criteria Manual.

11. Developer and Master Association shall maintain General Liability Insurance which indemnifies the District and City, and which names the District and City as additional insureds under the policy. City and District agree that City and District shall first direct their claims against the insurance which is provided, however, in the event said insurance is not in place or is insufficient to cover all claims of the City and District, the City and District may proceed directly against Developer and the Master Association pursuant to the indemnification provisions in this Agreement. Developer and Master Association further agree that Developer and Master Association will, upon request provide City and District with copies of all applicable insurance policies pursuant to this paragraph and that City

and District shall be named insureds. Developer and Master Association shall provide copies of such insurance policies to City and District upon thirty (30) days written notice. City and District shall be given notification in writing from the insurance company of any changes in the status of the insurance obtained by Developer and Master Association at least thirty (30) days prior to the effective date of said change in status and also at least thirty (30) days prior to cancellation of said insurance.

12. Developer, and Master Association hereby agree for themselves, and their successors, assigns, and heirs, with respect to the water main crossing which is constructed within the Easements to indemnify the District and the City, and to hold District and the City harmless from any claims, losses, damages or expenses, arising out of the construction and maintenance of the water main within the Easements and also for any and all claims, losses, damages or expenses, arising out of damage or obstruction of the water main by the District as a result of the maintenance activities of the District conducted pursuant to this Agreement.

13. This indemnification includes but is not limited to any and all personal injuries which may be sustained by any individuals or property damage which may be incurred by any individuals or entities as a result of the construction and maintenance of the water main within the Easements.

14. Developer, and Master Association, their successors, assigns and heirs agree to indemnify District and the City from any and all liability, loss or damage District or the City may suffer, other than that which is the result of reckless or willful acts or gross negligence of District's or the City's employees or agents, as a result of such claims, demands, costs or judgments and further agree to take over and defend any such claims brought or such actions filed against District or the City with respect to the subject of the indemnity contained in this Agreement. The foregoing indemnity shall include reasonable attorneys' fees and court costs incurred by District or the City, including court costs and reasonable attorneys' fees incurred at the trial and all appellate levels. Nothing contained herein shall be deemed, however, to constitute a waiver by District or the City of any limitations of their liability that may be accorded District or the City by virtue of Section 768.28 Florida Statutes, as amended, or any subsequently enacted similar law.

15. Developer, and Master Association, their successors and assigns, agree that all work shall comply with the District's Criteria Manual, as well as any applicable federal, state, county, or municipal laws and regulations, and that they shall hold the District and the City harmless for any violations of same, in the event of any loss or damage suffered by the District or the City.

16. To the extent permitted by law, and subject to the limitations contained in Section 768.28, Fla.Stat., as amended, or any subsequently enacted similar law, the City agrees to indemnify the District for any liability, loss, or damage with respect to any maintenance performed by the City with respect to the water main following acceptance of the water main by the City.

17. City, Developer, and Master Association acknowledge that District has no obligation or responsibility regarding the construction or maintenance of the water main crossing and that the District shall have no obligation to repair or be responsible for any damage which may be caused to the water main by the District or any other party.

18. This Agreement does not and is not intended to release third parties from any damage that third parties may cause to the water main.

19. Upon completion of construction, Developer shall provide to the City and the District as-built drawings of the water main crossing including appurtenances and fixtures associated therewith; provided that such as-built drawings shall include the location and elevation of the water main along with the elevation of the lake bottom at such intervals as determined necessary by the City and the District within the Easements.

20. City, Developer and Master Association, their successors, assigns and heirs agree that during construction and maintenance of the water main crossing within the Easements, they shall take all reasonable and necessary steps to prevent pollution or damage to the Raintree Phase 3 West lake, the Easement Areas and the District's drainage systems as a result of said construction, maintenance and restoration. In addition, City and Master Association, their successors, assigns and heirs agree to be responsible for and reimburse District for all expenses arising out of damage or pollution to the Raintree Phase 3 lake, the Easement Areas and the District's drainage systems.

21. Developer and Master Association agree that Developer and Master Association will keep the Raintree Phase 3 West lake area and the Easements clear of any debris associated with the construction, or maintenance of the water main.

22. The Developer or the Master Association shall place and maintain permanent signs or markers as directed by the District and the City at designated locations within the Easement Areas adjacent to the water main which shall specifically state that an underground/subaqueous water main is located (below)(adjacent to)(in the vicinity of) this sign and that the South Broward Drainage District (954-680-3337), City of Pembroke Pines (954-_____), and Raintree at Mayfair Homeowners Association (954-_____) can be contacted to confirm its exact location.

23. Any expenses including reasonable attorney's fees incurred by District or the City as a result of the indemnifications contained in this Agreement and in reconstructing or restoring the Easement Areas, the lake bank or the adjacent water body property shall be paid to District and the City by Master Association, its successors, assigns and heirs within thirty (30) days after receiving a bill. In the event payment is not received within thirty (30) days of billing, then the District and the City shall be entitled to file a lien in the Broward County Public Records upon all Association property for all expenses including reasonable attorney's fees, together with interest thereon at 18% per year or the highest non-usurious rate allowed 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 the District or the City are required to foreclose their lien, then and in such event the City and the District will be entitled additionally to receive their reasonable attorney's fees and costs expended in connection with such foreclosure or collection procedures. District and the City further acknowledge that any lien rights hereunder shall become effective only upon the District or the City recording said lien in the Public Records of Broward County, Florida. In the further event the District or the City elect to foreclose their liens, then and in such event the District and the City will be

entitled additionally to receive their reasonable attorney's fees and costs expended in connection with such foreclosure or collection procedures, which shall be filed, in accordance with Chapter 713, Florida Statutes, as amended. Upon payment in full of any lien filed hereunder, the District and the City will, within a reasonable period of time discharge said lien(s) as a matter of record in the Broward County Public Records.

24. City, Developer and Master Association, by signing this Agreement, acknowledge that District is only permitting occupancy of the Easement Areas by the water main and that District has not reviewed and will not review, acknowledge, or comment on the structural integrity or sufficiency of the water main.

25. Developer and Master Association further acknowledge that the water main has been or will be constructed in substantial compliance with the drawings attached as Exhibit "B".

26. To the extent that the Developer or Master Association are determined to be the cause of any damage to adjacent properties or the District's drainage system as a result of construction, maintenance or repair of the water main, Developer or Master Association agree to take responsibility for such damage, without waiving any defenses or admitting any liability thereto or absolving any of Developer's or Master Association's contractors or subcontractors or third parties from liability for their own actions.

27. Developer and Master Association hereby undertake to indemnify and hold harmless, the District, the City, and their agents, employees and commissioners, from any and all liability, loss or damage the District or the City, their 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 or the City, their agents or employees, to the water main, except for such damages which are caused by the willful or wanton acts or gross negligence of the District or the City, their agents, employees or commissioners. In addition, Developer, Master Association and District acknowledge that:

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

B. Master Association agrees to defend any such claims brought, or actions filed against the District or the City, their agents, employees or commissioners, 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 and the City agree that Master Association may employ attorneys of its own selection to appear and defend the claim or action on behalf of the District or the City at the expense of the Master Association. The Master Association shall have the primary authority for the direction of the defense and may make recommendations to the District and the City concerning the acceptability of any compromise or settlement of any claims or actions against the District or the City. The District and the City retain 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 for claims against the District, or the City Commission for claims against the City, provided, however, neither District nor the City have the right to reject a settlement, and Master Association shall not be required to obtain District's or City's approval of a settlement involving only the payment of money by Master Association pursuant to the indemnity contained in this Agreement, provided that the settlement releases the District, and the City and their agents, employees and commissioners from any and all liability arising out of the respective proceedings being settled. Copies of all correspondence and pleadings associated with any litigation arising out of this paragraph shall be mailed to District, the City, the District's attorney, the City's Attorney and as directed by the District and the City.

28. 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
email: kevin@sbdd.org

with copy to:

Douglas R. Bell, Esquire
Cumberland Building, Suite 505
800 East Broward Boulevard Ft.
Lauderdale, Florida 33301
email: bell8526@bellsouth.net

As to City:

CITY OF PEMBROKE PINES
10100 Pines Blvd.
Pembroke Pines, Florida 33024

With copy to:

Samuel S. Goren, City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 E. Commercial Blvd., #200
Fort Lauderdale, FL 33308
Email: sgoren@cityatty.com

As to Developer:

STANDARD PACIFIC HOMES
Attn: Patrick Gonzalez
825 Coral Ridge Drive
Coral Springs, Florida 33071

As to Master Association:

RAINTREE AT MAYFAIR HOMEOWNERS ASSOCIATION, INC.
c/o Campbell Property Management
1215 E. Hillsboro Blvd.
Deerfield Beach, FL 33441

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, in the event of any mail disruption by virtue of any stoppage of mail service performed by the United States Postal Service due to strike or labor difficulty, notice, request 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.

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 heirs, personal representatives, successors, assigns and grantees.

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 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.

34. This Agreement shall not be modified (and no purported modification thereof shall be effective) unless in writing and signed by all parties.

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

36. 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.

37. 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.

38. This Agreement shall be recorded in the public records of Broward County, Florida with Developer or Master Association to pay the full cost thereof.

39. District shall not knowingly interfere with the water main or knowingly permit any third party to interfere with the water main.

40. A failure or delay of District or the City to enforce any provisions of the Agreement, or any right or remedy available under this Agreement or at law or in equity, or to require performance of any of the provisions of this Agreement, or to exercise any option which is provided under this Agreement shall in no way be construed to be a waiver of such provisions, rights, remedies or options.

41. Developer or Master Association shall reimburse District and pay for any and all reasonable costs incurred by District incidental to the preparation of this Agreement and entering into or enforcing the terms of this Agreement, including but not limited to engineering fees, surveying costs,

attorney's fees, recording costs and any other necessary expenses.

42. Notwithstanding any of the foregoing, the District has the right to approve other uses within the Easements and to issue permits for other uses within the Easements. Chapter 10 of the District's Criteria Manual shall apply hereto.

43. This Agreement is non-exclusive and is for the non-exclusive right of City, Developer, and Master Association to use the Easement Areas as stated herein and for no other uses.

44. It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement, and accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply due to the joint contribution of all parties.

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

By: Scott Hodges, Chairperson

Witness Printed Name

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 _____, 2016 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 _____, 2016.
(NOTARY SEAL OR STAMP)



Notary Public

"Developer"
STANDARD PACIFIC OF FLORIDA,
a Florida general partnership

By: Standard Pacific of Florida GP, Inc.
a Delaware corporation

Witness Signature ↑

Witness Printed Name ↑

Witness Signature ↑

Witness Printed Name ↑

By: _____
Patrick Gonzalez
Vice President – Land Development

STATE OF _____

COUNTY OF _____

)
) §
)

The foregoing Agreement was acknowledged before me this ____ day of _____, 2016 by Patrick Gonzalez as Vice President – Land Development of Standard Pacific of Florida GP, Inc., a Delaware corporation, 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 _____, 2016.

(NOTARY SEAL OR STAMP)

↓

NOTARY PUBLIC:

"Master Association"
RAINTREE AT MAYFAIR HOMEOWNERS ASSOCIATION,
INC.

Witness Signature ↑

Witness Printed Name ↑

Witness Signature ↑

Witness Printed Name ↑

By: _____
Vincent Musso
Secretary

STATE OF _____

COUNTY OF _____

)
) §
)

The foregoing Agreement was acknowledged before me this _____ day of _____, 2016 by
Vincent Musso as Secretary of Raintree at Mayfair Homeowners Association, Inc., a Florida Corporation, 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 _____,
2016.

(NOTARY SEAL OR STAMP)



NOTARY PUBLIC:

EXHIBIT "A"

Exhibit "A"

RAINTREE III LEGAL DESCRIPTION

TRACT G-1, "PEMBROKE LAKES SOUTH", ACCORDING THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 119 AT PAGE 1 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, LESS AND EXCEPT THE SOUTH 74.00 FEET THEREOF.

TOGETHER WITH:

A PORTION OF TRACT G-2, "PEMBROKE LAKES SOUTH", ACCORDING THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 119 AT PAGE 1 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST ONE-QUARTER OF SECTION 24, TOWNSHIP 51 SOUTH, RANGE 40 EAST, BROWARD COUNTY, FLORIDA; THENCE NORTH 88°29'22" WEST, ALONG THE SOUTH LINE OF SAID NORTHEAST ONE-QUARTER, A DISTANCE OF 772.82 FEET; THENCE NORTH 01°30'38" EAST, A DISTANCE OF 55.00 FEET TO THE SOUTHEAST CORNER OF SAID TRACT G-2; THENCE NORTH 88°29'22" WEST, ALONG THE SOUTH LINE OF SAID TRACT G-2, A DISTANCE OF 67.17 FEET; THENCE NORTH 01°30'38" EAST, A DISTANCE OF 44.02 FEET; THENCE NORTH 45°23'48" EAST, A DISTANCE OF 245.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 44°36'12" WEST, A DISTANCE OF 735.02 FEET; THENCE NORTH 89°59'48" WEST, A DISTANCE OF 386.86 FEET; THENCE SOUTH 00°00'12" WEST, A DISTANCE OF 307.42 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHERLY AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 356.00 FEET AND A CENTRAL ANGLE OF 44°52'44", A DISTANCE OF 278.85 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 44°52'32" EAST, A DISTANCE OF 107.33 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHEASTERLY AND SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 106.00 FEET AND A CENTRAL ANGLE OF 44°52'44", A DISTANCE OF 83.03 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 00°00'12" WEST, A DISTANCE OF 16.27 FEET (THE LAST NINE DESCRIBED COURSES BEING COINCIDENT WITH THE EAST, NORTH AND WEST BOUNDARIES OF TRACT G-2D, ACCORDING TO THE DOCUMENT RECORDED IN OFFICIAL RECORDS BOOK 47463, AT PAGE 158 OF SAID PUBLIC RECORDS); THENCE NORTH 88°29'22" WEST, ALONG THE SOUTH LINE OF SAID TRACT G-2, A DISTANCE OF 705.60 FEET; THENCE NORTH 01°30'38" EAST, A DISTANCE OF 335.79 FEET; THENCE NORTH 36°35'40" WEST, A DISTANCE OF 1,049.53 FEET; THENCE NORTH 51°28'18" WEST, A DISTANCE OF 665.54 FEET; THENCE NORTH 68°39'26" WEST, A DISTANCE OF 458.65 FEET; THENCE NORTH 78°57'28" WEST, A DISTANCE OF 357.96 FEET; THENCE NORTH 41°36'48" WEST, A DISTANCE OF 100.15 FEET; THENCE NORTH 09°14'55" WEST, A DISTANCE OF 95.71 FEET; THENCE NORTH 18°39'59" EAST, A DISTANCE OF 189.55 FEET; THENCE NORTH 87°14'05" EAST, A DISTANCE OF 143.86 FEET; THENCE NORTH 78°51'21" EAST, A DISTANCE OF 516.77 FEET; THENCE SOUTH 57°02'17" EAST, A DISTANCE OF 1,398.71 FEET; THENCE SOUTH 52°00'38" EAST, A DISTANCE OF 598.93 FEET; THENCE NORTH 43°53'05" EAST, A DISTANCE OF 302.56 FEET; THENCE NORTH 01°48'44" WEST, A DISTANCE OF 636.47 FEET; THENCE NORTH 05°24'03" EAST, A DISTANCE OF 512.93 FEET (THE LAST FIFTEEN DESCRIBED COURSES BEING COINCIDENT WITH THE WEST BOUNDARY OF TRACT G-2, ACCORDING TO SAID PLAT); THENCE SOUTH 88°29'08" EAST, ALONG THE NORTH LINE OF SAID TRACT G-2, A DISTANCE OF 176.29 FEET; THENCE SOUTH 88°29'08" EAST, ALONG THE SOUTH LINE OF TRACT G-2C, ACCORDING TO SAID DOCUMENT RECORDED IN OFFICIAL RECORDS BOOK 47463 AT PAGE 158, A DISTANCE OF 504.64 FEET; THENCE SOUTH 05°46'22" WEST, A DISTANCE OF 490.87 FEET; THENCE SOUTH 20°45'42" EAST, A DISTANCE OF 398.07 FEET; THENCE SOUTH 31°09'59" EAST, A DISTANCE OF 263.06 FEET; THENCE SOUTH 35°32'37" EAST, A DISTANCE OF 192.16 FEET; THENCE SOUTH 00°00'28" WEST, A DISTANCE OF 150.00 FEET; THENCE SOUTH 89°59'32" EAST, A DISTANCE OF 388.61 FEET; THENCE SOUTH 00°00'28" WEST, A DISTANCE OF 278.52 FEET (THE LAST SEVEN DESCRIBED COURSES BEING COINCIDENT WITH THE EAST BOUNDARY OF SAID TRACT G-2 OF SAID PLAT); THENCE NORTH 89°59'32" WEST, A DISTANCE OF 58.42 FEET; THENCE NORTH 76°09'02" WEST, A DISTANCE OF 16.79 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, HAVING

A RADIUS OF 160.20 FEET AND A CENTRAL ANGLE OF 32°46'39", A DISTANCE OF 91.65 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE LEFT, AT WHICH THE RADIUS POINT BEARS SOUTH 32°11'29" WEST; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 118.10 FEET AND A CENTRAL ANGLE OF 24°16'09", A DISTANCE OF 50.02 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE RIGHT, AT WHICH THE RADIUS POINT BEARS NORTH 02°24'03" EAST; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 140.99 FEET AND A CENTRAL ANGLE OF 03°15'55", A DISTANCE OF 8.03 FEET; THENCE SOUTH 54°10'51" WEST, ALONG A NON-TANGENT LINE, A DISTANCE OF 348.63 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE RIGHT, AT WHICH THE RADIUS POINT BEARS SOUTH 41°07'08" WEST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1618.65 FEET AND A CENTRAL ANGLE OF 00°49'39", A DISTANCE OF 23.38 FEET TO THE POINT OF COMPOUND CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 165.58 FEET AND A CENTRAL ANGLE OF 18°48'56", A DISTANCE OF 54.38 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 180.63 FEET AND A CENTRAL ANGLE OF 42°54'46", A DISTANCE OF 135.29 FEET; THENCE SOUTH 06°50'22" EAST, ALONG A NON-RADIAL LINE, A DISTANCE OF 68.10 FEET; THENCE SOUTH 39°24'09" WEST, A DISTANCE OF 184.56 FEET; THENCE SOUTH 45°23'48" WEST, A DISTANCE OF 231.33 FEET TO THE POINT OF BEGINNING (THE LAST TWELVE DESCRIBED COURSES BEING COINCIDENT WITH THE NORTHWESTERLY BOUNDARY OF TRACT G-2A, ACCORDING TO THE DOCUMENT RECORDED IN OFFICIAL RECORDS BOOK 47463, AT PAGE 158 OF SAID PUBLIC RECORDS).

LESS AND EXCEPT THE FOLLOWING PORTION: (AKA HOYER RESIDENTIAL PARCEL / ESTATES AT MAYFAIR)

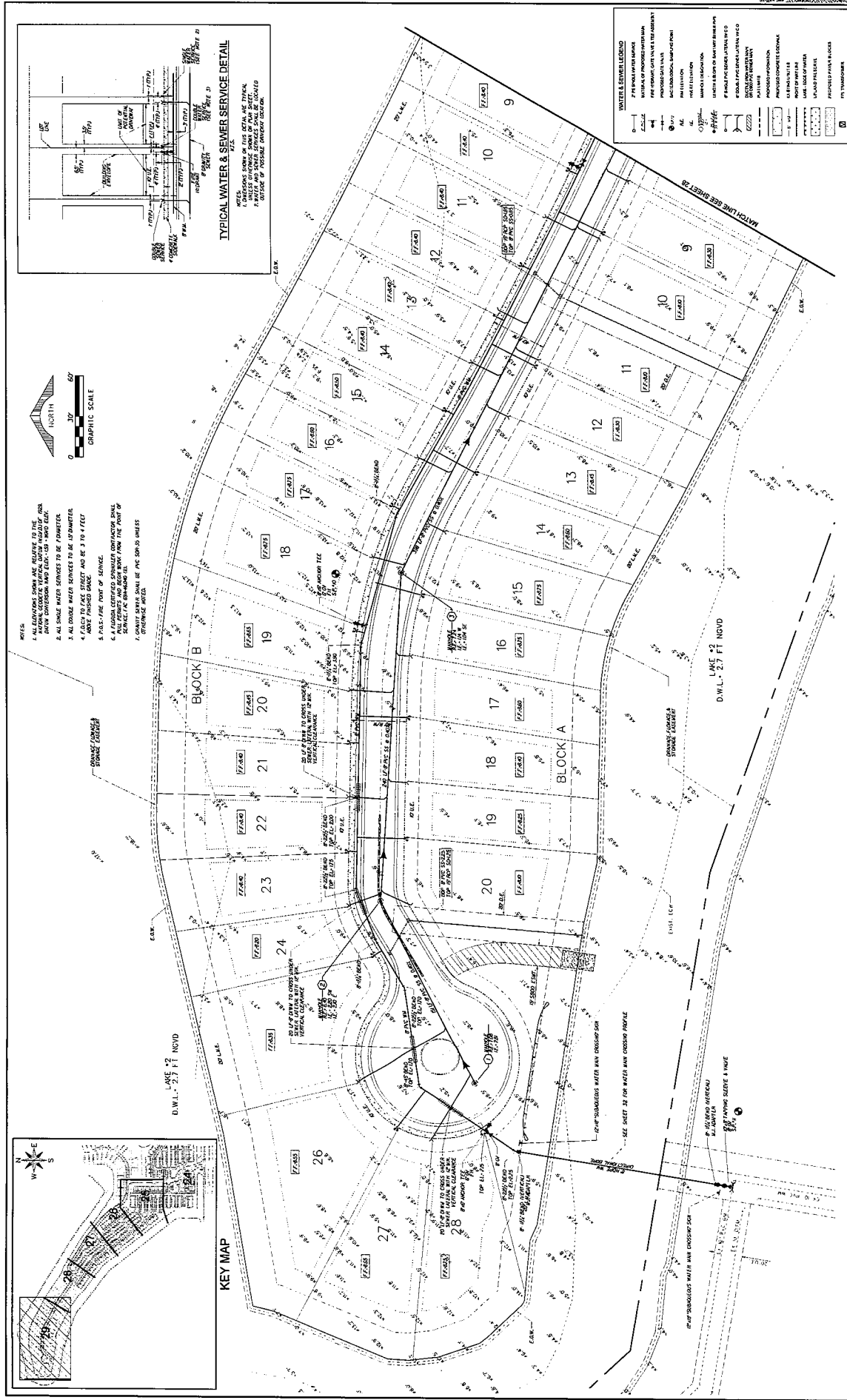
COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST ONE-QUARTER OF SECTION 24, TOWNSHIP 51 SOUTH, RANGE 40 EAST, BROWARD COUNTY, FLORIDA; THENCE NORTH 88°29'22" WEST, ALONG THE SOUTH LINE OF SAID NORTHEAST ONE-QUARTER, A DISTANCE OF 772.82 FEET; THENCE NORTH 01°30'38" EAST, A DISTANCE OF 55.00 FEET TO THE SOUTHEAST CORNER OF SAID TRACT G-2; THENCE NORTH 88°29'22" WEST, ALONG THE SOUTH LINE OF SAID TRACT G-2, A DISTANCE OF 67.17 FEET; THENCE NORTH 01°30'38" EAST, A DISTANCE OF 44.02 FEET; THENCE NORTH 45°23'48" EAST, A DISTANCE OF 245.00 FEET; THENCE NORTH 44°36'12" WEST, A DISTANCE OF 315.76 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 44°36'12" WEST, A DISTANCE OF 419.26 FEET; THENCE NORTH 89°59'48" WEST, A DISTANCE OF 578.62 FEET (THE LAST FIVE DESCRIBED COURSES BEING COINCIDENT WITH THE EAST AND NORTH BOUNDARIES OF TRACT G-2D, ACCORDING TO THE DOCUMENT RECORDED IN OFFICIAL RECORDS BOOK 47463, AT PAGE 158 OF SAID PUBLIC RECORDS); THENCE NORTH 01°46'08" EAST, A DISTANCE OF 387.10 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE LEFT, AT WHICH THE RADIUS POINT BEARS NORTH 14°49'31" EAST; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 295.00 FEET AND A CENTRAL ANGLE OF 13°38'14", A DISTANCE OF 70.21 FEET TO A POINT OF TANGENCY; THENCE SOUTH 88°48'43" EAST, A DISTANCE OF 152.30 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE EASTERLY, NORTHEASTERLY AND NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 148.00 FEET AND A CENTRAL ANGLE OF 93°00'01", A DISTANCE OF 240.23 FEET TO A POINT OF TANGENCY; THENCE NORTH 01°48'44" WEST, A DISTANCE OF 816.31 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHERLY, NORTHEASTERLY AND EASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 58.00 FEET AND A CENTRAL ANGLE OF 99°48'53", A DISTANCE OF 101.04 FEET TO A POINT OF TANGENCY; THENCE SOUTH 81°59'51" EAST, A DISTANCE OF 70.56 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 58.00 FEET AND A CENTRAL ANGLE OF 68°16'23", A DISTANCE OF 69.11 FEET TO A POINT OF TANGENCY; THENCE NORTH 29°43'46" EAST, A DISTANCE OF 129.42 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 110.00 FEET AND A CENTRAL ANGLE OF 42°04'28", A DISTANCE OF 80.78 FEET TO A POINT OF TANGENCY; THENCE NORTH 12°20'43" WEST, A DISTANCE OF 150.97 FEET; THENCE NORTH 08°26'36" EAST, A DISTANCE OF 45.85 FEET; THENCE SOUTH 88°29'08" EAST, ALONG THE SOUTH

LINE OF TRACT G-2C, ACCORDING TO SAID DOCUMENT RECORDED IN OFFICIAL RECORDS BOOK 47463 AT PAGE 158, A DISTANCE OF 316.86 FEET; THENCE SOUTH 05°36'29" WEST, A DISTANCE OF 442.94 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE LEFT, AT WHICH THE RADIUS POINT BEARS SOUTH 84°04'28" EAST; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 224.36 FEET AND A CENTRAL ANGLE OF 22°46'26", A DISTANCE OF 89.18 FEET TO A POINT OF NON-TANGENCY; THENCE SOUTH 20°45'42" EAST, A DISTANCE OF 402.12 FEET; THENCE SOUTH 31°09'59" EAST, A DISTANCE OF 248.02 FEET; THENCE SOUTH 35°32'37" EAST, A DISTANCE OF 123.53 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 170.00 FEET AND A CENTRAL ANGLE OF 32°30'20", A DISTANCE OF 96.45 FEET TO A POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 808.45 FEET AND A CENTRAL ANGLE OF 04°12'54", A DISTANCE OF 59.48 FEET TO A POINT OF COMPOUND CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 90.08 FEET AND A CENTRAL ANGLE OF 50°18'54", A DISTANCE OF 79.10 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE RIGHT, AT WHICH THE RADIUS POINT BEARS SOUTH 43°01'52" WEST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 916.11 FEET AND A CENTRAL ANGLE OF 10°52'24", A DISTANCE OF 173.85 FEET TO A POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 95.79 FEET AND A CENTRAL ANGLE OF 53°19'01", A DISTANCE OF 89.14 FEET TO A POINT OF NON-TANGENCY; THENCE SOUTH 54°10'51" WEST ALONG A NORTHWESTERLY BOUNDARY OF TRACT G-2A, ACCORDING TO THE DOCUMENT RECORDED IN OFFICIAL RECORDS BOOK 47463, AT PAGE 158 OF SAID PUBLIC RECORDS, A DISTANCE OF 348.63 FEET; THENCE SOUTH 49°45'41" WEST, A DISTANCE OF 447.91 FEET TO THE POINT OF BEGINNING.

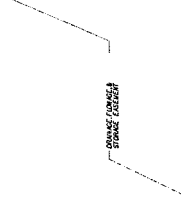
SAID LANDS SITUATE IN THE CITY OF PEMBROKE PINES, BROWARD COUNTY, FLORIDA, AND CONTAIN 76.143 ACRES, MORE OR LESS.

PARCEL B: EASEMENT

NON-EXCLUSIVE EASEMENT FOR VEHICULAR AND PEDESTRIAN TRAFFIC FOR THE BENEFIT OF PARCEL A, CREATED BY THAT CERTAIN ACCESS EASEMENT AND USE AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 42742, AT PAGE 586 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AS AFFECTED BY THAT AMENDMENT RECORDED IN OFFICIAL RECORDS BOOK 46485, PAGE 1323 OF SAID PUBLIC RECORDS, OVER AND ACROSS THE PROPERTY DESCRIBED THEREIN FOR THE PUPOSES DESCRIBED THEREIN.



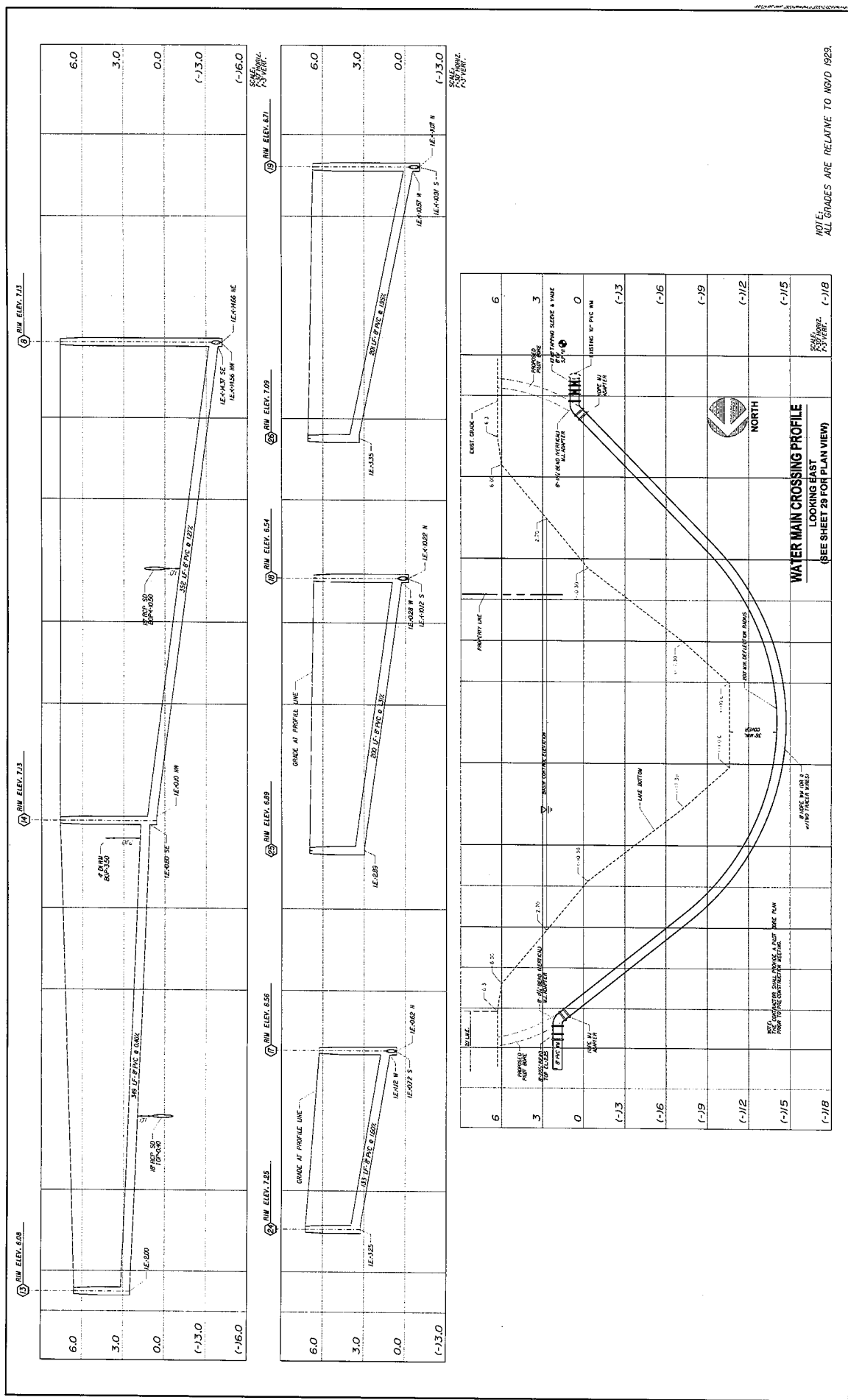
- NOTES:**
1. ALL LOCATIONS SHOWN ARE SUBJECT TO THE NATIONAL GEODESIC SURVEY CONTROL SYSTEM. ALL DIMENSIONS AND LOCATIONS ARE TO BE FROM THE SURVEY CONTROL POINTS.
 2. ALL DIMENSIONS WHEN SHOWN TO BE DIMENSIONS FROM THE CENTERLINE OF THE ROAD OR RAILROAD.
 3. ALL DIMENSIONS WHEN SHOWN TO BE DIMENSIONS FROM THE POINT OF BEGINNING OF THE CURVE.
 4. ALL DIMENSIONS WHEN SHOWN TO BE DIMENSIONS FROM THE POINT OF BEGINNING OF THE CURVE.
 5. ALL DIMENSIONS WHEN SHOWN TO BE DIMENSIONS FROM THE POINT OF BEGINNING OF THE CURVE.
 6. A LICENSED SURVEYOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL DIMENSIONS AND LOCATIONS.
 7. DIMENSIONS SHOWN SHALL BE FROM THE POINT OF BEGINNING OF THE CURVE.



WATER & SEWER LEGEND

| | |
|--------|---------------------------|
| Symbol | Description |
| — | WATER MAIN |
| — | SEWER MAIN |
| — | WATER SERVICE LINE |
| — | SEWER SERVICE LINE |
| ○ | MANHOLE |
| ○ | STRUCTURE |
| ○ | VALVE |
| ○ | HYDRANT |
| ○ | WATER TOWER |
| ○ | SEWER TOWER |
| ○ | WATER TREATMENT PLANT |
| ○ | SEWER TREATMENT PLANT |
| ○ | WATER STORAGE TANK |
| ○ | SEWER STORAGE TANK |
| ○ | WATER DISTRIBUTION SYSTEM |
| ○ | SEWER COLLECTION SYSTEM |
| ○ | WATER SUPPLY SYSTEM |
| ○ | SEWER DISPOSAL SYSTEM |

| | | | |
|---|---|------------------------------------|--------------------------------------|
| CLIENT: STANDARD PACIFIC OF FLORIDA GP, INC. 825 CORAL RIDGE DRIVE CORAL SPRINGS, FLORIDA 33071 | PROJECT: RAINTREE PHASE 3 WEST PEMBROKE PINES FLORIDA | TASK: WATER & SEWER PLAN | DATE: ORIGINAL: SEPT. 2015 |
| REVISIONS: | | | |
| 1 | B.S.S. & J.O.S. DR. 500 | 7 | 8 |
| 2 | | 8 | 9 |
| 3 | | 9 | 10 |
| 4 | | 10 | 11 |
| 5 | | 11 | 12 |



NOTE: ALL GRADES ARE RELATIVE TO NGVD 1929.

| | | | | | |
|---|---|---|---|---|-------------------------------|
| SCHNARS ENGINEERING CORPORATION 817 Glen Moore Road Ocala, Florida 34401 Tel: (352) 241-8655 Fax: (352) 241-8336 Certified: O.A.M. No. 2004-18500 | CLIENT: STANDARD PACIFIC OF FLORIDA GP, INC. 825 CORAL RIDGE DRIVE CORAL SPRINGS, FLORIDA 33071 | PROJECT: RAINTREE PHASE 3 WEST FLORIDA | TASK: SANITARY SEWER PROFILES | DRAWING NO.: 13107 RVD DRAWN BY: JTS DESIGNED BY: JTS CHECKED BY: JTS DATE: 06/11/09 | SHEET 32 OF 36 |
| | REVISIONS: 1 2 3 4 5 | REVISIONS: 6 7 8 9 10 11 12 | DATE: SEPT. 2009 | SCALE: PS/1"=10' PS/1"=10' | SCALE: PS/1"=10' PS/1"=10' |