

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

APRIL 30, 2015

Present:

Scott Hodges, Chairperson
James Ryan, Vice Chairperson
Vicki Minnaugh, Treasurer
Robert E. Goggin, IV, Secretary
Thomas Good, Commissioner
Mercedes Santana-Woodall, Commissioner
Alanna Mersinger, 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 8:05 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 Minnaugh moved for approval of the minutes of the March 26th, 2015, South Broward Drainage District Board meeting. Motion was seconded by Commissioner Goggin and carried unanimously by those present.

04. DIRECTOR'S REPORT

A. CONTRACT AWARDS:

1. SBDD TREE REMOVAL & TRIMMING PROJECT AT VARIOUS LOCATIONS IN MIRAMAR, PEMBROKE PINES & SOUTHWEST RANCHES

District Director Hart stated that SBDD advertised for bids for the Tree Removal/Trimming Project at sixteen locations plus one alternate location in the City of Miramar, City of Pembroke Pines, and Town of Southwest Ranches. The District received a total of four (4) bids. The bid amounts ranged in price from \$28,500.00 to \$370,000.00 for all seventeen locations.

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

The lowest bid for each of the 17 sites varies among the bids. Therefore, it is recommended that the bid be awarded on a split basis as follows:

1. EDJ Service, Inc. (EDJ) in the amount of \$15,500.00 as the lowest responsive, responsible bidder for Site Nos. 1, 6, 8, 10, 11, 12, 13, 14, 16 and Alternate Site No. 17.
2. Milborne LLC (Milborne) in the amount of \$6,316.60 as the lowest responsive, responsible bidder for Site Nos. 2, 3, 4, and 5.
3. Lawn Wizard USA, Inc. (Lawn Wizard) in the amount of \$2,800.00 as the lowest responsive, responsible bidder for Site Nos. 7, 9, and 15.

SBDD has reviewed the bids submitted by EDJ, Milborne, and Lawn Wizard and has determined that each Contractor is qualified to perform the work and that all three bids meet all requirements. SBDD is familiar with EDJ and has been satisfied with their past work on similar type projects. SBDD checked references for Milborne and Lawn Wizard and received positive responses. All three Contractors are agreeable to performing the work on a split basis as noted above.

The work covered under this project is included as part of the District's 2014-2015 budget; and funding for the project will come from the SBDD General Operating account.

Commissioner Minnaugh moved for approval to award the SBDD Tree Removal/Trimming Project on a split basis as recommended by the District Director to EDJ Services Inc., Melborne LLC, and to Lawn Wizard USA, Inc., in the total amount of \$24,616.60. Motion was seconded by Commissioner Goggin.

Vice Chair Ryan asked if site location 17 was adjacent to a District canal. District Director Hart stated that site location 17 was adjacent to a future swale that will extend to a District canal. He said that the District is cutting a swale to provide drainage for the adjacent roadway to the canal. In order to do that there is a stand of Australian Pine trees that need to be removed.

The question was called and it was carried unanimously.

Commissioner Good joined the meeting at approximately 8:11 A.M.

2. SBDD SW 205TH AVENUE DRAINAGE IMPROVEMENT PROJECT IN SOUTHWEST RANCHES

District Director Hart stated that SBDD advertised for bids for the installation of a 15" drainage culvert on SW 205th Avenue in SW Ranches, FL. The District received a total of eleven (11) bids. The Bid amounts ranged in price from \$31,900.00 to \$52,034.17.

The lowest bid was submitted by LCCI Construction LLC in the amount of \$31,900.00. SBDD has reviewed the bid submitted by LCCI Construction LLC and has determined that the Contractor is qualified to perform the work and that the bid meets all requirements. SBDD is familiar with this Contractor and has been satisfied with their past work on District projects. District Director Hart recommended that the District award the contract for the SW 205th Avenue Drainage Improvements project to LCCI

Construction LLC in the amount of \$31,900.00 as the lowest responsive, responsible bidder.

This project is included under the District's 2014-2015 Capital Improvement Plan (CIP); and funding for the project will come from the SBDD Capital Improvements Committed Account.

Commissioner Goggin moved for approval to award the SBDD SW 205th Avenue Drainage Improvements project to LCCI Construction, LLC as recommended by the District Director, in the total amount of \$31,900.00. Motion was seconded by Commissioner Minnaugh.

Commissioner Minnaugh asked if this was one of the roads in Southwest Ranches that is cut off. District Director Hart replied yes, that the proposed project is located right at the gate. She asked if there was a way to make the Town take down the gate to help improve drainage. District Director Hart answered no, not for the drainage.

Vice Chair Ryan and Commissioner Minnaugh asked about cost-sharing. District Director Hart replied that there is no cost-sharing on this project. Commissioner Minnaugh asked if the project is located anywhere close to Franklin Academy. District Director Hart said that it is not far from Franklin Academy. Commissioner Minnaugh then asked about a possible cost-share from them. District Director Hart replied that Franklin Academy will be cost-sharing on a different project a bit further north from this location. They will be funding the ditch liner project which the District has actually permitted as part of the plans for this project. The SW 205th drainage improvement project is one that the District has been working on for a number of years and is finally moving forward with it.

The question was called and it was carried unanimously.

B. RELEASE AND VACATION OF SURFACE WATER MANAGEMENT AREA FOR CECCARELLI RESIDENCE, SOUTHWEST RANCHES, FL

District Director Hart said that the owner of the property located at 5450 SW 160th Avenue, Southwest Ranches, FL 33331 is requesting that SBDD vacate the Surface Water Management Area (SWMA) that was previously designated and recorded under OR Book 21028, Pages 293-295, 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, Raffaele Ceccarelli and Milagros K. Omonte, will dedicate a new SWMA over the property to comply with the 20% SWMA requirement.

SBDD staff has reviewed the request and has no objections.

There are no financial impacts to this Agenda Item, 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 5450 SW 160th Avenue, Southwest Ranches, FL 33331, as described above. This request is subject to the dedication of a new Surface Water Management Area in accordance with SBDD Criteria.

Commissioner Minnaugh moved for approval of the Release and Vacation of SWMA for the Ceccarelli residence; subject to the dedication of a new SWMA in accordance with SBDD Criteria. Motion was seconded by Commissioner Goggin and it was carried unanimously.

Chair Hodges asked, if for the new area in question, does the volume equate to the previously dedicated area. District Director Hart replied no. He explained that the owners for this property had previously dedicated quite a bit more SWMA than required, and they also dedicated a drainage easement along the east property line and the south property line. He said that the District is looking at this as they would any other property in SWR; and that the new area meets the 20% requirement.

The question was called and it was carried unanimously.

C. PARTIAL RELEASE AND VACATION OF DRAINAGE EASEMENT FOR CECCARELLI RESIDENCE, SOUTHWEST RANCHES, FL

District Director Hart said that this item is in reference to the same property discussed above. He said that the owners of this property, as previously discussed, also dedicated Drainage Easements (DE) to the District and they are requesting that SBDD vacate a portion of Drainage Easements that were previously designated and recorded under OR Book 21028, Pages 290-292, Broward County Records. The DE proposed to be vacated extends along the east 40 feet of the property and SBDD has determined that a DE in this location is no longer required. The District will retain a 20' DE along the south property line.

SBDD staff has reviewed the request and has no objections.

There are no financial impacts to this Agenda Item, 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 a portion of a Drainage Easement on the property located at 5450 SW 160th Avenue, Southwest Ranches, FL 33331, as described above.

Commissioner Mersinger moved for approval for the Partial Release and Vacation of the Drainage Easement for the Ceccarelli residence as presented. Motion was seconded by Commissioner Minnaugh.

Attorney Bell clarified that looking where this property is located, and seeing that this was approximately 20 something years ago, he suspects that there was a proposal or discussion about placing a canal along that eastern property line going north/south which has long since been abandoned, and that is probably why the 40' DE was there.

Commissioner Good suggested that, in the future, District Director Hart give the Board a more holistic way of looking at these for the purpose of demonstration, and for the Board to make a better decision and determination on these types of vacation requests.

The question was called and it was carried unanimously.

D. OTHER

- **Reminder of Seminar** - District Director Hart reminded the Board that SBDD will be hosting a half-day seminar and program on “Eliminating Unnecessary Flooding on Commercial/Industrial Properties”. This will take place on Thursday, May 14th, 2015 and will run from 8:30 a.m. to 12:00 noon. The program will also have a residential element on stormwater systems. This is a joint program with Allstate Resource Management, Inc. He said that there has been a good response and he feels that this will be a very beneficial program to educate property managers.

05. ATTORNEY’S REPORT:

Attorney Bell commented that the legislative issues have been quiet.

06. APPROVAL OF LEGAL FEES

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

07. BOARD MEMBER’S QUESTIONS/COMMENTS

Vice Chair Ryan commented that in his travels he crosses residents who comment on the maintenance of the lakes. He has concerns that the amount of money in the budget for herbicides and grass carps may not be enough. He wanted to know if there was a set schedule that the District goes by for performing preventative maintenance on the lakes?

District Director Hart stated that there is not a set schedule where each individual lake is identified for treatment; basically it’s performed on a basin-to-basin schedule through the entire District. On average, the District will do maintenance on a quarterly basis on the lakes within the District. The District’s primary focus is on their primary and secondary canals because those are the most critical facilities for the District. When the District does perform treatments in the lakes, the attention is going to be on the conveyance of water; to make sure that the water can run from point A to point B. The District focuses mainly on the locations where the outfall pipes are located. The District does not have the staff and the funding to do more than the quarterly treatments on community lakes. The District tries not to deal in aesthetics because they don’t have the capacity to do it. Many communities hire a private lake maintenance company that will supplement what the District does; and that works very well because they can make the determination as to the level of treatment and appearance of the lakes that is desired.

On occasion, the District has met with home owners, and they have made them aware that they are out there on a quarterly basis, and that their focus is on drainage and flood control, and making sure that the aquatic plants do not make their way down the system into the canals and up against the pump stations. That is SBDD’s main concern.

Vice Chair Ryan asked if it would be safe to say that yes, these waterbodies are looked at quarterly, and based on the inspections, are maintained/treated accordingly as to not interfere with drainage. District Director Hart said yes, and he reiterated that he would also add that the primary focus is making sure that the aquatic plants do not make their way down the system into the canals and up against the pump stations. He said that for anything else, they may want to consider hiring a private lake maintenance company to treat the lakes as a supplement.

Commissioner Goggin commented that since the City of Pembroke Pines has dropped some of its staff that was doing the main clean-up on the main throughways, has SBDD staff seen an increase in debris that they had to deal with. Commissioner Santana-Woodall then asked how often does SBDD clean up the canal on University Drive. District Director Hart said that the District spends a considerable amount of time at that canal; more than any other canal in the District, when it comes to debris/trash. He said that it's a problem for the District, and that it is cleaned on an as needed basis. The weather is a determinate factor on when, where and how the District performs its daily/weekly maintenance work. He said that they are in the University area at least once every two months, if not more, just with a trash crew. He said that he has not heard of any other problems, or increases, or issues when it comes to debris/trash. He said that the District works well with the Cities of Pembroke Pines and Miramar.

Commissioner Good commented that he noticed the fence that was placed at the Walmart Plaza area (along the C-1 canal) and it seemed to have been a great help in terms of debris from people throwing trash out of their cars. He said it was a good idea and it looks good from the other side.

Commissioner Santana-Woodall asked District Director Hart if the District has a list of waterbodies that are not owned by the District. District Director Hart replied that as far as ownership, no, but that he is working on that so that the District can determine lakes that the District owns, and lakes that are private, where the District has an easement.

Attorney Bell stated that the vast majority of lakes are owned by the District. He said that often the HOA is responsible for maintenance. Vice Chair Ryan agreed with Commissioner Santana-Woodall and reiterated that he would like to know who owns what, and who is responsible for what. He would like District Director Hart to put together a matrix on that.

08. OTHER

Commissioner Santana-Woodall shared that the Divas have raised \$6,134.65 for the American Cancer Society and they are still not finished with their fund raising for the year; and that the American Cancer Society - Relay for Life, raised approximately \$140,000 this year.

09. MEETING DATE(S)

A. The Next **Regular Board Meeting** will be held on **Thursday, May 28th at 8:00 a.m.**

Adjournment at 8:50 A.M.

Respectfully submitted,

Robert E. Goggin IV, Secretary
South Broward Drainage District

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MEMORANDUM

DATE: May 21, 2015

TO: South Broward Drainage District Commissioners

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

Subject: SBDD Resolution No. 2015-02 – Approval of the Drainage Easement Agreement between SBDD and DDRM Flamingo Falls LLC

Comments:

Proposed Resolution 2015-02 approves the Drainage Easement Agreement between South Broward Drainage District (SBDD) and DDRM Flamingo Falls LLC (DDRM).

At the January 29, 2015 SBDD Board meeting, the Board of Commissioners approved the vacation of a 50-foot Drainage Easement (DE) within the “Flamingo Falls- Phase 1” plat in the City of Pembroke Pines (PB 159, PG 12, BCR); subject to the dedication of a new 50-foot DE to be centered over an existing 96-inch reinforced concrete pipe (RCP) serving the Pembroke Falls development.

The existing 50-foot DE is off-set over the existing 96-inch RCP, and the repositioning of the 50-foot DE to be centered over the pipe, will be a significant benefit to SBDD, and could result in significant costs savings to the District regarding the future maintenance of said 96-inch RCP.

As noted at the January Board meeting, the 50-foot DE traverses three different properties as follows:

- Property No. 1 - Proposed Centra Falls residential development owned by Hollywood Lakes Country Club, Inc. The developer of the property is Centra Falls, LLC.
- Property No. 2 - Commercial office building owned by Sawgrass Executive Park Corp. and Alna Rosa LTD Partnership #2.
- Property No. 3 - Flamingo Falls commercial shopping center owned by DDRM Flamingo Falls LLC.

As a condition of approval to vacate the existing 50-foot DE each property owner will be dedicating a new 50-foot DE over its property, as applicable. Properties No. 1 and No. 2 will be dedicating the new 50-foot DE using SBDD’s Standard Drainage Easement form (as previously approved by the Board).

Property No. 3 is proposing to dedicate the new 50-foot DE across its property under the attached Drainage Easement Agreement.

The reason for the difference between the dedication procedures for the three properties is as follows:

- The original request to vacate the existing 50-foot DE was initiated by the developer for the Centra Falls development, Centra Falls, LLC; and SBDD is requiring this Property No. 1 to utilize SBDD's Standard DE form.
- The current owner/seller of the Centra Falls development parcel (Property No. 1) has an interest in the adjacent Property No. 2; and SBDD is requiring this Property No. 2 to utilize SBDD's Standard DE form.
- The owner of Property No. 3 has no interest in either of the two other properties, and the request to reposition the 50-foot DE over Property No. 3 was initiated by SBDD.
- The owner of Property No. 3 has nothing to gain by repositioning the 50-foot DE over its property.
- The owner of Property No. 3 is agreeable to repositioning the 50-foot DE over its property; but only by utilizing the proposed Drainage Easement Agreement for the new 50-foot DE dedication.

The proposed Drainage Easement Agreement provides the Property No. 3 owner with the following protections:

- Provides for SBDD to be responsible for the maintenance of the existing 96" RCP, which is the case.
- Provides for SBDD to be responsible for any restoration associated with the maintenance of the existing 96" RCP.
- Provides for the approval of all existing improvements within the limits of the new 50-foot DE area; which is also provided for under SBDD's Standard DE form.
- Includes additional language regarding access across the DE area; insurance by SBDD; and not negligently, willfully or knowingly causing or permitting "Hazardous Substances" to be escaped, disposed or released in the DE area.

SBDD staff has no objections to the proposed Drainage Easement Agreement as the benefits derived by the District in repositioning the 50-foot DE (centered over the existing 96" RCP) are significant and worthwhile. In addition, the District Attorney has reviewed the proposed Drainage Easement Agreement and concurs that the proposed language will not undermine the District's rights to utilize the DE area or create any undue hardships or increased liabilities upon the District.

Financial impacts to this Agenda Item: None.

KH
Attachments

SOUTH BROWARD DRAINAGE DISTRICT
RESOLUTION N° 2015-02

RESOLUTION OF THE SOUTH BROWARD DRAINAGE DISTRICT AUTHORIZING THE SOUTH BROWARD DRAINAGE DISTRICT TO ENTER INTO A DRAINAGE EASEMENT AGREEMENT WITH DDRM FLAMINGO FALLS LLC FOR THE DEDICATION OF THAT PORTION OF A NEW 50-FOOT DRAINAGE EASEMENT THAT IS LOCATED ACROSS A PORTION OF THE PROPERTY OWNED BY DDRM FLAMINGO FALLS LLC; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, DDRM FLAMINGO FALLS LLC, a Delaware limited liability company (hereinafter referred to as "Property Owner") is the owner of property lying, being and situate in Broward County, Florida, which is described in the attached Exhibit "1" (hereinafter referred to as "Subject Property") and which is further identified by Broward County Property Appraiser Folio N° 5140 10 02 4961; and

WHEREAS, Subject Property lies completely within the geographical boundaries of the District; and

WHEREAS, a 50-foot Drainage Easement, hereinafter referred to as "Original Drainage Easement", traverses Tract A and Tract 4 of the Pembroke Falls, Phase I Plat recorded in the Broward County, Florida public records at Plat Book 159, Page 12; and

WHEREAS, a ninety-six (96) inch diameter drainage culvert, hereinafter referred to as "Drainage Culvert", and other drainage appurtenances are constructed within the Original Drainage Easement which are used for drainage of the development known as

"Pembroke Falls"; and

WHEREAS, District has determined that when the Drainage Culvert was constructed, it was not centered within the Original Drainage Easement; and

WHEREAS, District has determined that it would be beneficial to the District to reposition the Original Drainage Easement so that it is centered over the Drainage Culvert; and

WHEREAS, the repositioned Original Drainage Easement is hereinafter referred to as the "New Drainage Easement"; and

WHEREAS, on the 29th day of January, 2015, the District approved the issuance of a Letter of No Objection to the vacation of the Original Drainage Easement, subject to the dedication to District of a new 50-foot Drainage Easement, hereinafter referred to as New Drainage Easement, which is partially located across a portion of the Subject Property; and

WHEREAS, District and Property Owner have prepared a drainage easement agreement for the purpose of approving the dedication to District of that portion of the New Drainage Easement which is located across a portion of the Subject Property, said agreement hereinafter referred to as "Drainage Easement Agreement"; and

WHEREAS, the proposed Drainage Easement Agreement is attached hereto as Exhibit "2"; and

WHEREAS, that portion of the New Drainage Easement which is located over a portion of the Subject Property will be dedicated to District by the Property Owner under the Drainage Easement Agreement; and

WHEREAS, the limits of that portion of the New Drainage Easement which is located over a portion of the Subject Property is described in Exhibit "A" of the Drainage Easement Agreement; and

WHEREAS, centering the New Drainage Easement over the Drainage Culvert will be a benefit to the District, and will allow the District to maintain the Drainage Culvert in a more efficient and cost effective manner; and

WHEREAS, District and Property Owners are desirous of entering into the Drainage Easement Agreement to provide for the dedication to District of that portion of the New Drainage Easement which is located across a portion of the Subject Property; and

WHEREAS, a public hearing was held on the 28th day of May, 2015 at 8:00 A.M. at the offices of the South Broward Drainage District located at 6591 S.W. 160th Avenue, Southwest Ranches, Florida 33331 for the purpose of approving the proposed Drainage Easement Agreement and authorizing the District to enter into the proposed Drainage Easement Agreement;

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

1. The foregoing statements are incorporated herein as if fully stated herein.
2. The Drainage Easement Agreement between the District and Property Owner is approved.
3. The District's attorney and District Director are authorized and directed to submit the Drainage Easement Agreement to Property Owner for execution.
4. The Drainage Easement Agreement shall be executed in the name of the District by the Chairperson or Vice Chairperson of the District and countersigned and attested by the Secretary of the District and its corporate seal or facsimile thereof shall be affixed thereto or reproduced thereof.
5. Upon execution of the Drainage Easement Agreement, the District's attorney and District Director are authorized and directed to record the Drainage Easement Agreement in the Broward County Public Records.
6. If any one or more of the covenants, agreements or provisions of this Resolution or the Drainage Easement 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 or the Drainage Easement Agreement.

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

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

ADOPTED AND DATED the _____ day of _____, 2015.
SOUTH BROWARD DRAINAGE DISTRICT

(SEAL)

By: _____
Scott Hodges, Chairperson

Attest:

Robert E. Goggin, IV, Secretary

STATE OF FLORIDA)
)§
COUNTY OF BROWARD)

The foregoing Resolution N° 2015-02 was acknowledged before me this ____ day of _____, 2015 by SCOTT HODGES and ROBERT E. GOGGIN, IV as Chairperson and Secretary, respectively of the SOUTH BROWARD DRAINAGE DISTRICT, a political subdivision of the State of Florida, on behalf of SOUTH BROWARD DRAINAGE DISTRICT. They are personally known to me.

WITNESS my hand and official seal in the county and state last aforesaid this _____ day of _____, 2015.

(NOTARY SEAL OR STAMP)



Notary Public - State of Florida at Large

EXHIBIT "1"

PARCEL A (SHOPPING CENTER PARCEL)

A PORTION OF TRACT A AND A PORTION OF BUFFER TRACT 4, PEMBROKE FALLS PHASE 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 159, PAGE 12, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE WESTERLY MOST SOUTHEAST CORNER OF SAID BUFFER TRACT 4;

THENCE NORTH $44^{\circ}00'16''$ EAST, ON THE EASTERLY LINE OF SAID BUFFER TRACT 4, A DISTANCE OF 50.07 FEET TO THE INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF FLAMINGO ROAD AS DESCRIBED IN DEED BOOK 634, PAGE 183, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA;

THENCE NORTH $01^{\circ}39'59''$ WEST, ON SAID WEST RIGHT-OF-WAY LINE, 1180.04 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH $88^{\circ}20'01''$ WEST, A DISTANCE OF 184.46 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST;

THENCE SOUTHWESTERLY, ON THE ARC OF SAID CURVE HAVING A RADIUS OF 73.50 FEET, A CENTRAL ANGLE OF $53^{\circ}26'28''$, AND AN ARC DISTANCE OF 68.56 FEET TO A POINT OF TANGENCY;

THENCE SOUTH $34^{\circ}53'33''$ WEST, A DISTANCE OF 85.82 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHWEST;

THENCE SOUTHWESTERLY, ON THE ARC OF SAID CURVE HAVING A RADIUS OF 73.50 FEET, A CENTRAL ANGLE OF $53^{\circ}26'28''$, AND AN ARC DISTANCE OF 68.56 FEET TO A POINT OF TANGENCY;

THENCE SOUTH $88^{\circ}20'01''$ WEST, A DISTANCE OF 538.11 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST (SAID POINT BEARS SOUTH $67^{\circ}41'15''$ EAST FROM THE RADIUS POINT OF THE NEXT DESCRIBED CURVE) SAID POINT ALSO LYING ON THE EASTERLY RIGHT-OF-WAY LINE OF NORTHWEST 125TH AVENUE AS SHOWN ON SAID PLAT OF PEMBROKE FALLS PHASE 1;

THENCE NORTHEASTERLY, ON SAID EASTERLY RIGHT-OF-WAY LINE AND ON THE ARC OF SAID CURVE HAVING A RADIUS OF 2040.00 FEET, A CENTRAL ANGLE OF $01^{\circ}31'41''$, AND AN ARC DISTANCE OF 54.41 FEET TO AN INTERSECTION WITH A NON-TANGENT LINE;

THENCE NORTH $88^{\circ}20'01''$ EAST 398.51 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTH;

THENCE EASTERLY ON THE ARC OF SAID CURVE HAVING A RADIUS OF 400.00 FEET, THROUGH A CENTRAL ANGLE OF $11^{\circ}54'16''$ AN ARC DISTANCE OF 83.11 FEET TO A POINT OF TANGENCY;

THENCE NORTH $76^{\circ}25'45''$ EAST 84.55 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHWEST;

THENCE NORTHEASTERLY ON THE ARC OF SAID CURVE HAVING A RADIUS OF 48.50 FEET, THROUGH A CENTRAL ANGLE OF $41^{\circ}32'12''$ AN ARC DISTANCE OF 35.16 FEET TO A POINT OF TANGENCY;

THENCE NORTH $34^{\circ}53'33''$ EAST 23.58 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST;

THENCE NORTHEASTERLY ON THE ARC OF SAID CURVE HAVING A RADIUS OF 98.50 FEET, THROUGH A CENTRAL ANGLE OF 03°43'20" AN ARC DISTANCE OF 6.40 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE EAST (A RADIAL LINE THROUGH SAID POINT BEARS SOUTH 52°41'28" WEST FROM THE RADIUS, POINT OF THE NEXT DESCRIBED CURVE);

THENCE NORTHERLY ON THE ARC OF SAID CURVE HAVING A RADIUS OF 220.00 FEET, THROUGH A CENTRAL ANGLE OF 35°38'34" AN ARC DISTANCE OF 136.86 FEET TO A POINT OF TANGENCY;

THENCE NORTH 01°39'59" WEST 263.24 FEET;

THENCE SOUTH 88°20'01" WEST 440.00 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE WEST (A RADIAL LINE THROUGH SAID POINT BEARS SOUTH 82°40'06" EAST FROM THE RADIUS POINT OF THE NEXT DESCRIBED CURVE) SAID POINT ALSO BEING LOCATED ON SAID EASTERLY RIGHT-OF-WAY LINE OF NORTHWEST 125TH AVENUE;

THENCE NORTHERLY ON SAID EASTERLY RIGHT-OF-WAY LINE AND ON THE ARC OF SAID CURVE HAVING A RADIUS OF 2040.00 FEET, THROUGH A CENTRAL ANGLE OF 15°58'47" AN ARC DISTANCE OF 568.96 FEET TO A POINT OF NON-TANGENCY;

THENCE NORTH 75°11'15" EAST 343.92 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST (A RADIAL LINE THROUGH SAID POINT BEARS SOUTH 59°15'54" WEST FROM THE RADIUS POINT OF THE NEXT DESCRIBED CURVE);

THENCE NORTHERLY ON THE ARC OF SAID CURVE HAVING A RADIUS OF 555.16 FEET, A CENTRAL ANGLE OF 18°23'55" AND AN ARC DISTANCE OF 178.27 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTH (A RADIAL LINE THROUGH SAID POINT BEARS NORTH 11°08'25" WEST FROM THE RADIUS POINT OF THE NEXT DESCRIBED CURVE) SAID POINT ALSO LOCATED ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SHERIDAN STREET AS DESCRIBED IN OFFICIAL RECORDS BOOK 13468, PAGE 738, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA;

THENCE EASTERLY ON SAID SOUTHERLY RIGHT-OF-WAY LINE AND ON THE ARC OF SAID CURVE HAVING A RADIUS OF 2355.00 FEET, THROUGH A CENTRAL ANGLE OF 02°03'20" AN ARC DISTANCE OF 84.49 FEET TO A POINT OF NON-TANGENCY;

THENCE SOUTH 10°21'13" EAST 23.90 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE EAST;

THENCE SOUTHERLY ON THE ARC OF SAID CURVE HAVING A RADIUS OF 520.00 FEET, THROUGH A CENTRAL ANGLE OF 22°35'44" AN ARC DISTANCE OF 205.07 FEET TO A POINT OF NON-TANGENCY;

THENCE NORTH 88°20'01" EAST 299.46 FEET TO THE INTERSECTION WITH SAID WEST RIGHT-OF-WAY LINE OF FLAMINGO ROAD;

THENCE SOUTH 01°39'59" EAST ON SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 991.11 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN THE CITY OF PEMBROKE PINES, BROWARD COUNTY, FLORIDA.

EXHIBIT " 2 "

Prepared by and Return to:

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

Folio No: 5140 10 02 4961

**DRAINAGE EASEMENT AGREEMENT
(FLAMINGO FALLS SHOPPING CENTER)**

THIS DRAINAGE EASEMENT AGREEMENT (this "Agreement") is granted this ____ day of _____, 20____, by **DDRM Flamingo Falls LLC**, a limited liability company, whose address is 3300 Enterprise Parkway, Beachwood, Ohio 44122, hereinafter referred to as "Grantor" to **South Broward Drainage District**, a political subdivision of the State of Florida, located at 6591 S.W. 160th Avenue, Southwest Ranches, Florida 33331, hereinafter referred to as "District".

WITNESSETH:

That the Grantor, for and in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant and convey:

(1) To District, its successors and assigns, a perpetual and non-exclusive easement for the construction and maintenance of drainage facilities, together with any necessary appurtenances incidental and necessary thereto (the "Drainage Easement"), over, across and through the real properties described in Exhibit "A" attached hereto and made a part hereof ("Drainage Easement Area"), together with free ingress and egress across said Drainage Easement Area for the purpose of constructing, maintaining and repairing the drainage system and appurtenances contained therein.

(2) Grantor and District acknowledge that the easement granted herein is non-exclusive. Should any easements over the Drainage Easement Area be granted, subsequent to the date of this easement, the holder of any such subsequent easements shall be required to obtain approval from the District for the use of the Drainage Easement Area to the extent such use would be inconsistent with the rights of the District hereunder. The Drainage Easement shall be subject to a general reservation and right in Grantor to use any portion of land above, below or around the Drainage Easement Area so long as such use does not unreasonably interfere with the use of the Drainage Easement Area by District for its intended purposes, as determined by the District.

(3) The rights granted herein to the District may only be released or modified by a written, recordable release or modification executed by the Grantor and the District.

(4) This Agreement is subject to the existing and proposed improvements within the Drainage Easement Area as shown on Exhibit "B" attached hereto and made a part hereof. No other improvements, trees, landscaping or

encroachments including utilities shall be placed within the Drainage Easement Area without the approval of and a permit from the District, provided, however, that the provisions of this Section 4 shall not prohibit the replacement of existing improvements within the Drainage Easement Area, or the installation of improvements under existing easements to the extent such improvements would not be inconsistent with the rights of the District hereunder, as determined by the District. The existing improvements within the Drainage Easement Area as depicted on Exhibit "B" are hereby approved by the District.

(5) The District shall be responsible for the maintenance of the existing 96" Reinforced Concrete Pipe located within the Drainage Easement Area, including any and all restoration to the existing improvements within the Drainage Easement Area, including, but not limited to, all existing asphalt and pavement, required as a result of said maintenance work, as such improvements are shown on Exhibit "B".

(6) At all times while District is exercising its rights under this Agreement, District shall use reasonable good faith efforts to allow pedestrians and vehicles to pass along and through all access drives within the Drainage Easement Area, or if reasonably feasible, provide alternative access. District shall perform all construction and work under this Agreement in such a manner as to minimize interference with the operation of Grantor's adjacent property to the extent reasonably possible. Except for emergency situations (as determined by District), District shall provide written notice to Grantor of any proposed temporary closures of access drives within the Drainage Easement Area at least seven (7) days prior to any such temporary closures. In addition, District shall not be entitled to permanently close any existing access drives within the Drainage Easement Area under the terms of this Agreement.

(7) All work performed on or in the Drainage Easement Area shall be performed in a good and workmanlike manner and in accordance with the requirements of all applicable government ordinances, codes, regulations and laws.

(8) The District shall, at all times during the term of this Agreement, maintain commercial general liability insurance, automobile liability insurance and workers compensation insurance, and upon request by Grantor, shall provide proof of said insurance. In addition, the District shall require any contractors performing work for District within the Drainage Easement Area to maintain commercial general liability insurance and automobile liability insurance in the minimum amount of \$2,000,000.00 per claim/annual aggregate naming Grantor as additional insureds with respect to claims arising out of the work performed in connection with this Agreement. District's contractors shall also maintain workers compensation and employer's liability insurance in limits of \$1,000,000 per accident/employee/disease.

(9) District shall not negligently, willfully or knowingly cause or permit within the Drainage Easement Area the escape, disposal or release of any biologically- or chemically-active or other hazardous or toxic substances, materials or wastes (collectively, "Hazardous Substances"). Without limitation, Hazardous Substances shall

include those described in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601 et seq., any applicable state or local laws and the regulations adopted under these acts.

(10) Any notice, report, consent or demand (a "Notice") required, permitted or desired to be given under this Agreement shall be in writing and shall be mailed by registered or certified mail, return receipt requested or delivered personally, including by air courier or expedited mail service, addressed as follows:

If to Grantor: DDRM Flamingo Falls LLC
c/o DDR Corp.
3300 Enterprise Parkway
Beachwood, Ohio 44122
Attention: General Counsel

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

(11) This Agreement shall be binding upon Grantor and District, and their respective successors and assigns.

(12) District shall comply with all applicable federal, state, and municipal laws, orders, rules and regulations in connection with the exercise of its rights under this Agreement.

(13) The parties acknowledge that the Drainage Easement Area is private property and is not dedicated to the general public or for any public use or purpose whatsoever and that nothing herein, express or implied, shall confer upon the general public any rights or remedies under or by reason of this Agreement. Notwithstanding the foregoing, nothing stated herein is intended to affect the public right for the flowage and storage of stormwater through the new 50' Drainage Easement and as provided by the dedication paragraphs of the Pembroke Falls, Phase 1 Plat recorded in the Broward County, Florida Public Records at Plat Book 159, Page 12.

(14) This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors, assigns, grantees and to those persons who are specifically assigned in writing any rights or obligations hereunder. Further, this Agreement shall be a covenant running with the property encompassed by the Drainage Easement Area and binding upon all owners of the Drainage Easement Area.

(15) 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.

(16) 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.

(17) This Agreement shall be recorded in the public records of Broward County, Florida.

[remainder of page intentionally left blank; signature pages follow]

IN WITNESS WHEREOF, said Grantor and District have caused these presents to be signed in its name by its proper officer(s), the day and year above written.

Signed, sealed and delivered

in the presence of:

“Grantor”

DDRM Flamingo Falls LLC

Witness Signature †

Witness Printed Name †

Witness Signature †

Witness Printed Name †

By: _____
Name: _____
Its: _____

STATE OF OHIO)
) §
COUNTY OF CUYAHOGA)

The foregoing Drainage Easement is acknowledged before me this ____ day of _____, 20__ by _____, as _____ of DDRM Flamingo Falls LLC, as Grantor, who is personally known to me.

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

[NOTARY SEAL AND STAMP]

NOTARY PUBLIC SIGNATURE

"DISTRICT"

Signed, sealed and delivered
in the presence of:

SOUTH BROWARD DRAINAGE DISTRICT

Witness Signature

By: Scott Hodges, Chairperson

Witness Printed Name

Attest:

Witness Signature

By: Robert E. Goggin, IV, Secretary

Witness Printed Name

STATE OF FLORIDA)
)§
COUNTY OF BROWARD)

The foregoing Agreement was acknowledged before me this ____ day of _____, 2015 by SCOTT HODGES and ROBERT E. GOGGIN, IV as - Chairperson and Secretary, respectively of the SOUTH BROWARD DRAINAGE DISTRICT, a political subdivision of the State of Florida, on behalf of SOUTH BROWARD DRAINAGE DISTRICT. They are personally known to me.

WITNESS my hand and official seal in the county and state last aforesaid this ____ day of _____, 2015.

NOTARY SEAL OR STAMP

NOTARY PUBLIC



SKETCH AND LEGAL DESCRIPTION
BY
PULICE LAND SURVEYORS, INC.

5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351

TELEPHONE: (954) 572-1777 • FAX: (954) 572-1778

E-MAIL: surveys@pulicelandsurveyors.com CERTIFICATE OF AUTHORIZATION LB#3870

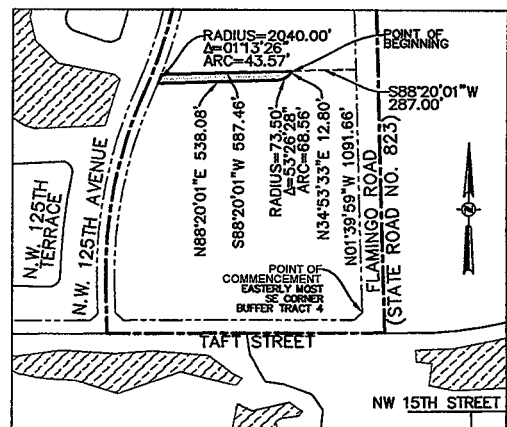


LEGAL DESCRIPTION: DRAINAGE EASEMENT

A PORTION OF TRACT A AND BUFFER TRACT 4, "PEMBROKE FALLS - PHASE 1", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 159, PAGE 12, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE EASTERLY MOST SOUTHEAST CORNER OF SAID BUFFER TRACT 4; THENCE NORTH 01°39'59" WEST ON THE EAST LINE OF SAID BUFFER TRACT 4, ALSO BEING THE WEST RIGHT-OF-WAY LINE OF FLAMINGO ROAD (STATE ROAD NO. 823), FOR 1091.66 FEET; THENCE SOUTH 88°20'01" WEST 287.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 88°20'01" WEST 587.46 FEET TO THE INTERSECTION WITH THE MOST WESTERLY WEST BOUNDARY OF SAID BUFFER TRACT 4, ALSO BEING THE EAST RIGHT-OF-WAY LIMIT OF NORTHWEST 125TH AVENUE, A POINT ON THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, THE RADIUS POINT OF WHICH BEARS NORTH 68°54'46" WEST; THENCE SOUTHERLY ON SAID WEST BOUNDARY, ON SAID EAST RIGHT-OF-WAY LIMIT AND ON THE ARC OF SAID CURVE, WITH A RADIUS OF 2,040.00 FEET, A CENTRAL ANGLE OF 01°13'26" FOR AN ARC DISTANCE OF 43.57 FEET; THENCE NORTH 88°20'01" EAST 538.08 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHWESTERLY; THENCE NORTHEASTERLY ON THE ARC OF SAID CURVE, WITH A RADIUS OF 73.50 FEET, A CENTRAL ANGLE OF 53°26'28", FOR AN ARC DISTANCE OF 68.56 FEET TO A POINT OF TANGENCY; THENCE NORTH 34°53'33" EAST 12.80 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF PEMBROKE PINES, BROWARD COUNTY, FLORIDA AND CONTAINING 23,047 SQUARE FEET, 0.5291 ACRES, MORE OR LESS.



LOCATION MAP
NOT TO SCALE

FILE: LABEL AND CO DEVELOPMENTS, INC.

SCALE: N/A

DRAWN BY: B.E.

ORDER NO.: 58362-2

DATE: 12/18/14; REV. 01/22/15

NEW DRAINAGE EASEMENT

PEMBROKE PINES, BROWARD COUNTY, FLORIDA

FOR: CENTRA FALLS I

SHEET 1 OF 2

THIS DOCUMENT IS NEITHER FULL NOR COMPLETE WITHOUT SHEETS 1 AND 2

Beth Burns

JOHN F. PULICE, PROFESSIONAL SURVEYOR AND MAPPER LS2691
 BETH BURNS, PROFESSIONAL SURVEYOR AND MAPPER LS6136
STATE OF FLORIDA

EXHIBIT "A"

SKETCH AND LEGAL DESCRIPTION

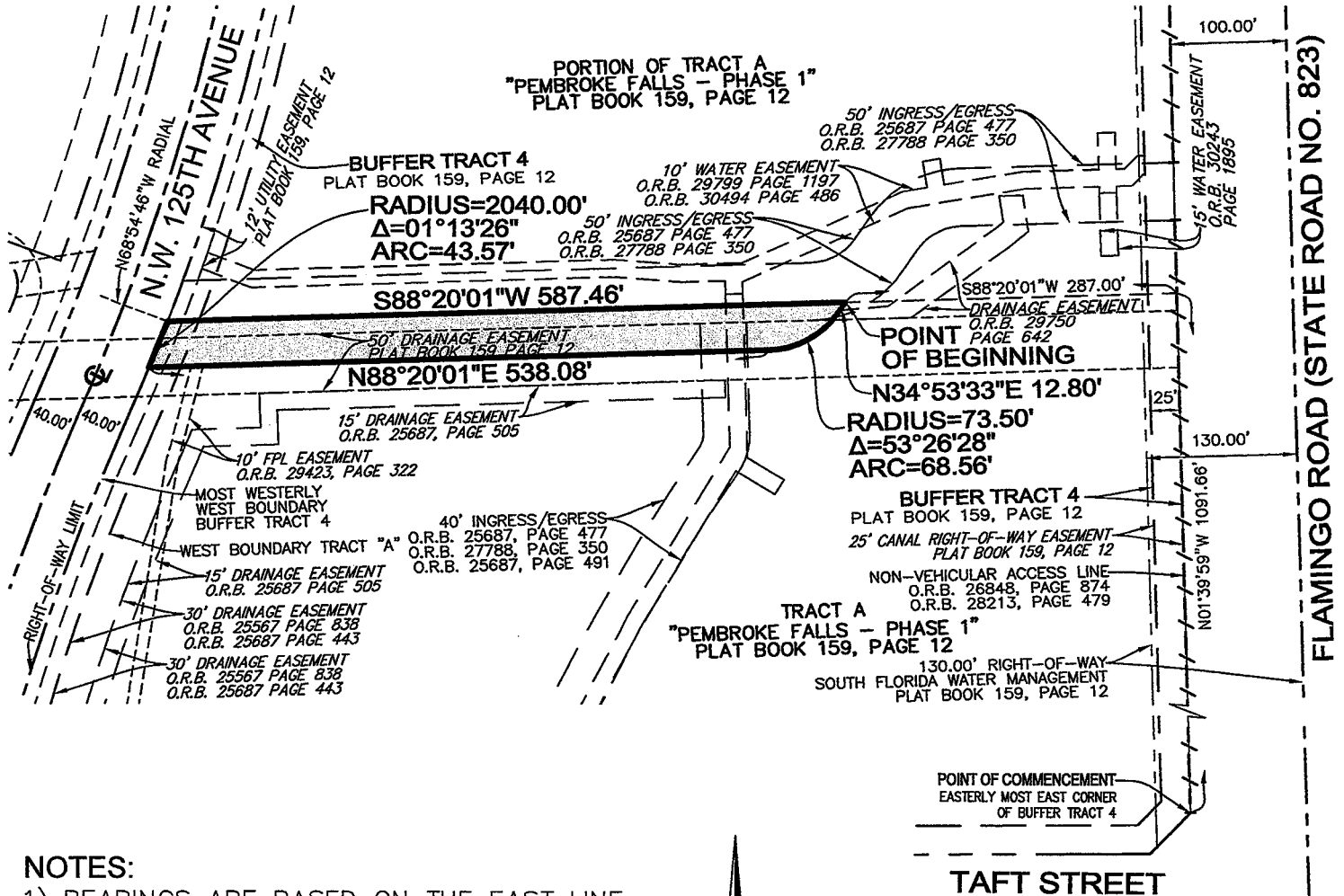
BY

PULICE LAND SURVEYORS, INC.

5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351

TELEPHONE: (954) 572-1777 • FAX: (954) 572-1778

E-MAIL: surveys@pulicelandsurveyors.com CERTIFICATE OF AUTHORIZATION LB#3870



NOTES:

- 1) BEARINGS ARE BASED ON THE EAST LINE OF BUFFER TRACT 4, BEING N01°39'59"W.
- 2) THIS IS NOT A SKETCH OF SURVEY AND DOES NOT REPRESENT A FIELD SURVEY.
- 3) THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.



FILE: LABEL AND CO DEVELOPMENTS, INC.

SCALE: 1"=150' DRAWN BY: B.E.

ORDER NO.: 58362-2

DATE: 12/18/14; REV. 01/22/15

NEW DRAINAGE EASEMENT

PEMBROKE PINES, BROWARD COUNTY, FLORIDA

FOR: CENTRA FALLS I

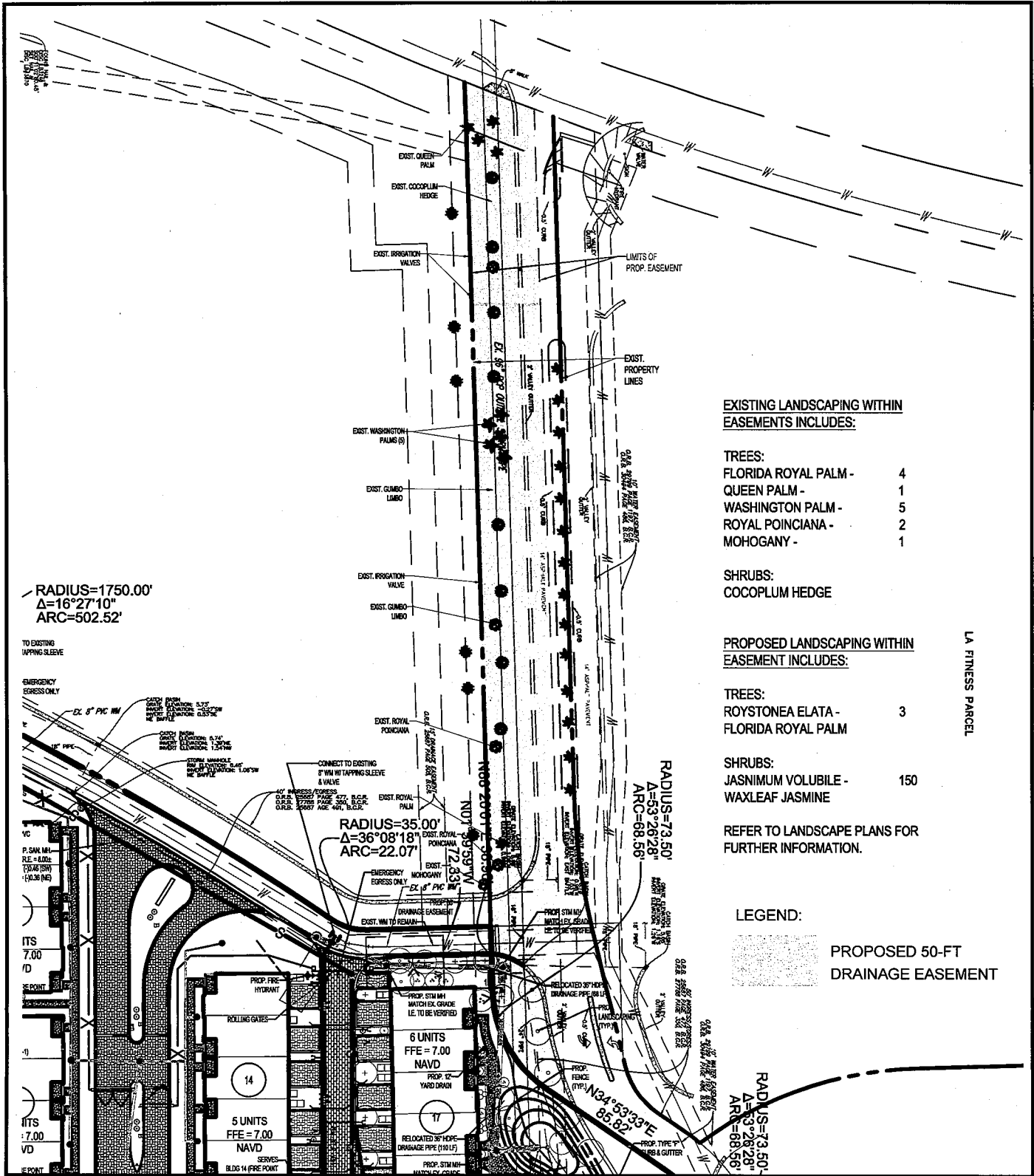
SHEET 2 OF 2

THIS DOCUMENT IS NEITHER FULL NOR COMPLETE WITHOUT SHEETS 1 AND 2

LEGEND:

- ⊙ CENTERLINE
- O.R.B. OFFICIAL RECORDS BOOK
- /- NON-VEHICULAR ACCESS LINE
- Δ CENTRAL ANGLE
- FPL FLORIDA POWER & LIGHT

EXHIBIT 'B'



EXISTING LANDSCAPING WITHIN EASEMENTS INCLUDES:

- TREES:**
 FLORIDA ROYAL PALM - 4
 QUEEN PALM - 1
 WASHINGTON PALM - 5
 ROYAL POINCIANA - 2
 MOHOGANY - 1

- SHRUBS:**
 COCOPLUM HEDGE

PROPOSED LANDSCAPING WITHIN EASEMENT INCLUDES:

- TREES:**
 ROYSTONEA ELATA - 3
 FLORIDA ROYAL PALM
- SHRUBS:**
 JASMINUM VOLUBILE - 150
 WAXLEAF JASMINE

REFER TO LANDSCAPE PLANS FOR FURTHER INFORMATION.

LEGEND:

PROPOSED 50-FT DRAINAGE EASEMENT

LA FITNESS PARCEL

RADIUS=1750.00'
 $\Delta=16^{\circ}27'10''$
 ARC=502.52'

RADIUS=35.00'
 $\Delta=36^{\circ}08'18''$
 ARC=22.07'

RADIUS=73.50'
 $\Delta=53^{\circ}28'28''$
 ARC=68.36'

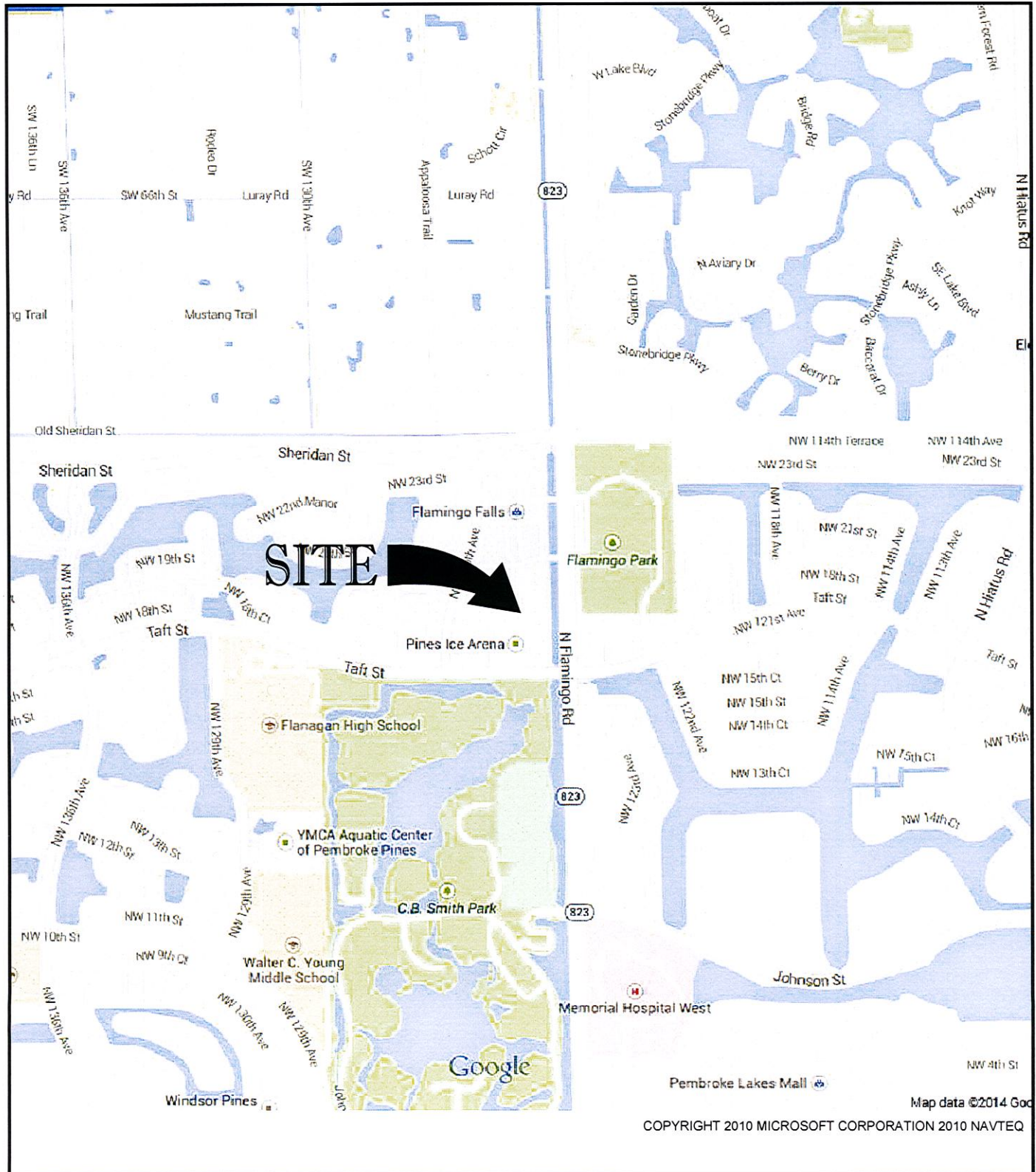
RADIUS=73.50'
 $\Delta=53^{\circ}28'28''$
 ARC=68.36'

EXHIBIT 'B'

PROJECT: FLAMINGO FALLS SHOPPING CENTER SITE		<p>THOMAS ENGINEERING GROUP</p> <p>CIVIL ENGINEERS - PROJECT MANAGERS - LAND PLANNING - LANDSCAPE ARCHITECTS</p> <p>1000 CORPORATE DRIVE, SUITE 250, FORT LAUDERDALE, FLORIDA 33334 - TEL: (954) 202-7000</p>	
LOCATION: PEMBROKE PINES, BROWARD COUNTY, FLORIDA			
PROJECT NO: F140108	PAGE NO: 1 OF 1		
PREPARED BY: CAD	DATE: 03/02/2015		
CHECKED BY: ARV	SCALE: 1" = 80'		

ADDITIONAL ATTACHMENTS TO AGENDA ITEM 04.A

- **LOCATION MAP**
- **ORIGINAL 50-FOOT DRAINAGE EASEMENT SHOWING OFF-SET OF EXISTING 96" RCP**
- **ORIGINAL 50-FOOT DRAINAGE EASEMENT SHOWING THE THREE DIFFERENT PROPERTIES THAT THE EASEMENT TRANSECTS**
- **PROPOSED NEW 50-FOOT DRAINAGE EASEMENT WITH THE EXISTING 96" RCP CENTERED WITHIN THE EASEMENT AREA**

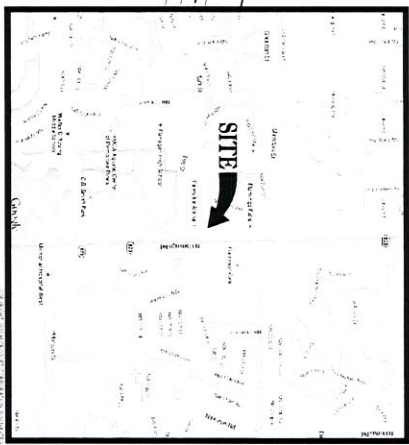
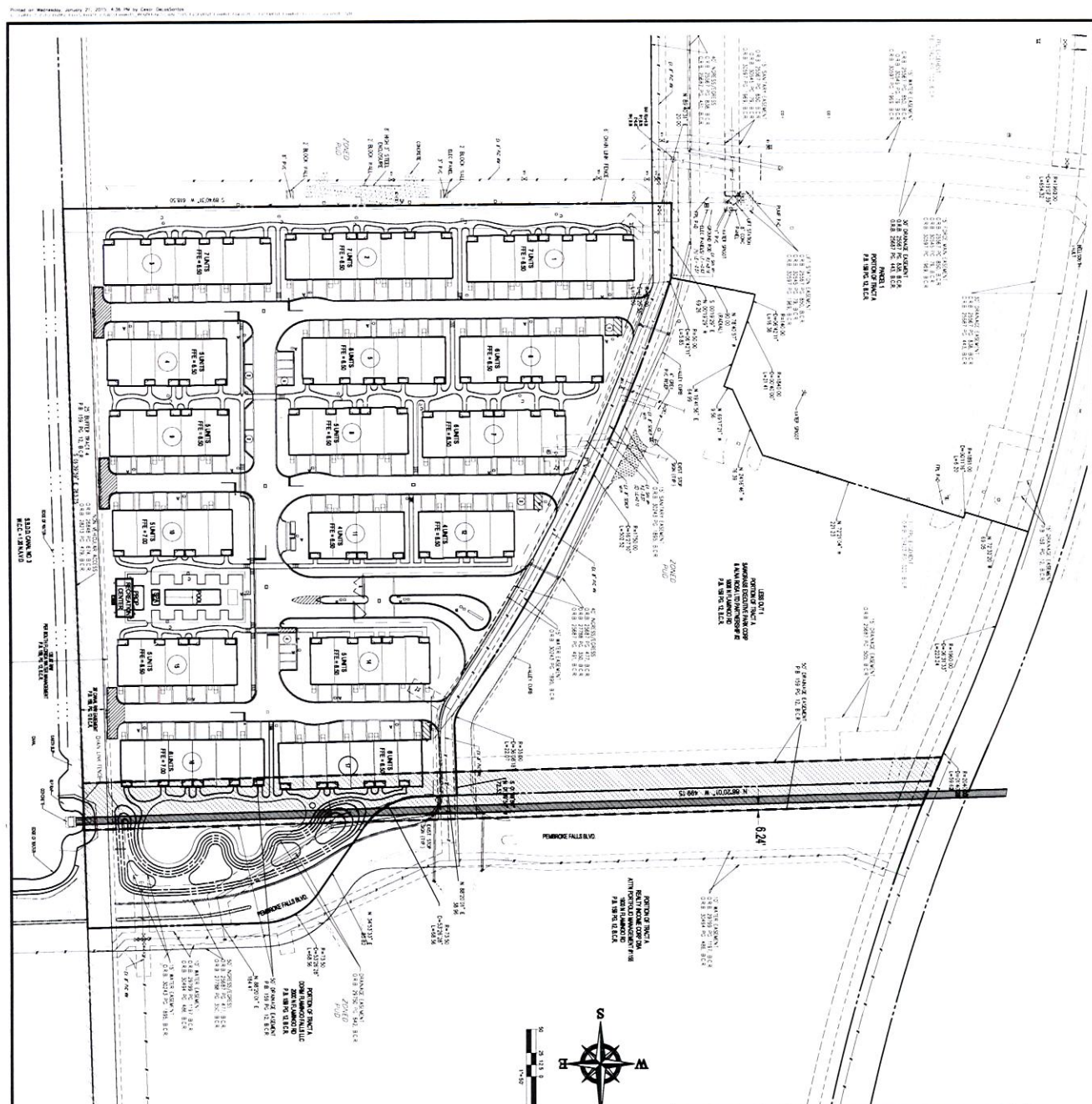


LOCATION MAP

PROJECT: CENTRA FALLS	
LOCATION: PEMBROKE PINES	
PROJECT NO: F140108	PAGE NO: 1 OF 1
PREPARED BY: JFV	DATE:
CHECKED BY: JFV	SCALE: N.T.S.

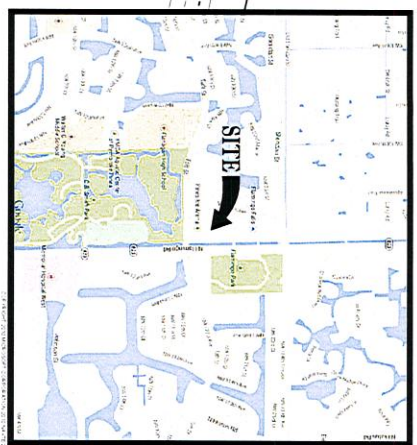
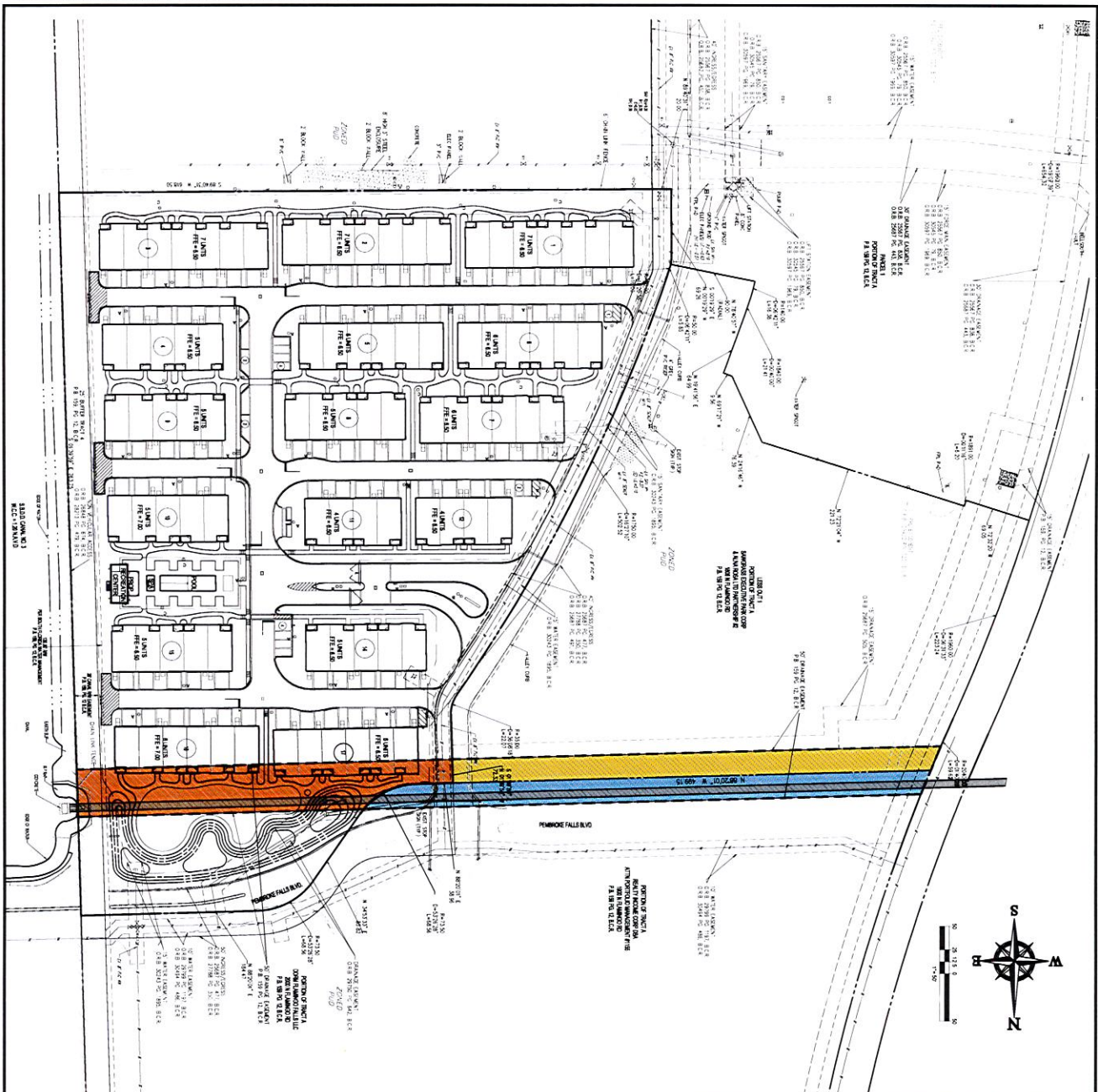


1000 CORPORATE DRIVE, SUITE 250, FORT LAUDERDALE, FLORIDA 33334 - TEL: (954) 202-7000



LOCATION MAP
T-1507

<p>THOMAS CITY ENGINEERS - PROJECT MANAGERS - LAND PLANNING - LANDMARK ARCHITECTS</p> <p>1000 CORPORATE DR. SUITE 100 77 LAURELDALE FLORIDA 33514 TEL: 256.333.8888 FAX: 256.333.8888 WWW.THOMASINC.COM</p>	<p>THOMAS CITY ENGINEERS - PROJECT MANAGERS - LAND PLANNING - LANDMARK ARCHITECTS</p> <p>1000 CORPORATE DR. SUITE 100 77 LAURELDALE FLORIDA 33514 TEL: 256.333.8888 FAX: 256.333.8888 WWW.THOMASINC.COM</p>	<p>THOMAS CITY ENGINEERS - PROJECT MANAGERS - LAND PLANNING - LANDMARK ARCHITECTS</p> <p>1000 CORPORATE DR. SUITE 100 77 LAURELDALE FLORIDA 33514 TEL: 256.333.8888 FAX: 256.333.8888 WWW.THOMASINC.COM</p>	<p>THOMAS CITY ENGINEERS - PROJECT MANAGERS - LAND PLANNING - LANDMARK ARCHITECTS</p> <p>1000 CORPORATE DR. SUITE 100 77 LAURELDALE FLORIDA 33514 TEL: 256.333.8888 FAX: 256.333.8888 WWW.THOMASINC.COM</p>	<p>THOMAS CITY ENGINEERS - PROJECT MANAGERS - LAND PLANNING - LANDMARK ARCHITECTS</p> <p>1000 CORPORATE DR. SUITE 100 77 LAURELDALE FLORIDA 33514 TEL: 256.333.8888 FAX: 256.333.8888 WWW.THOMASINC.COM</p>
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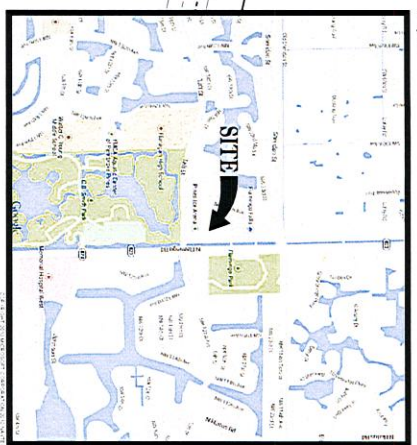
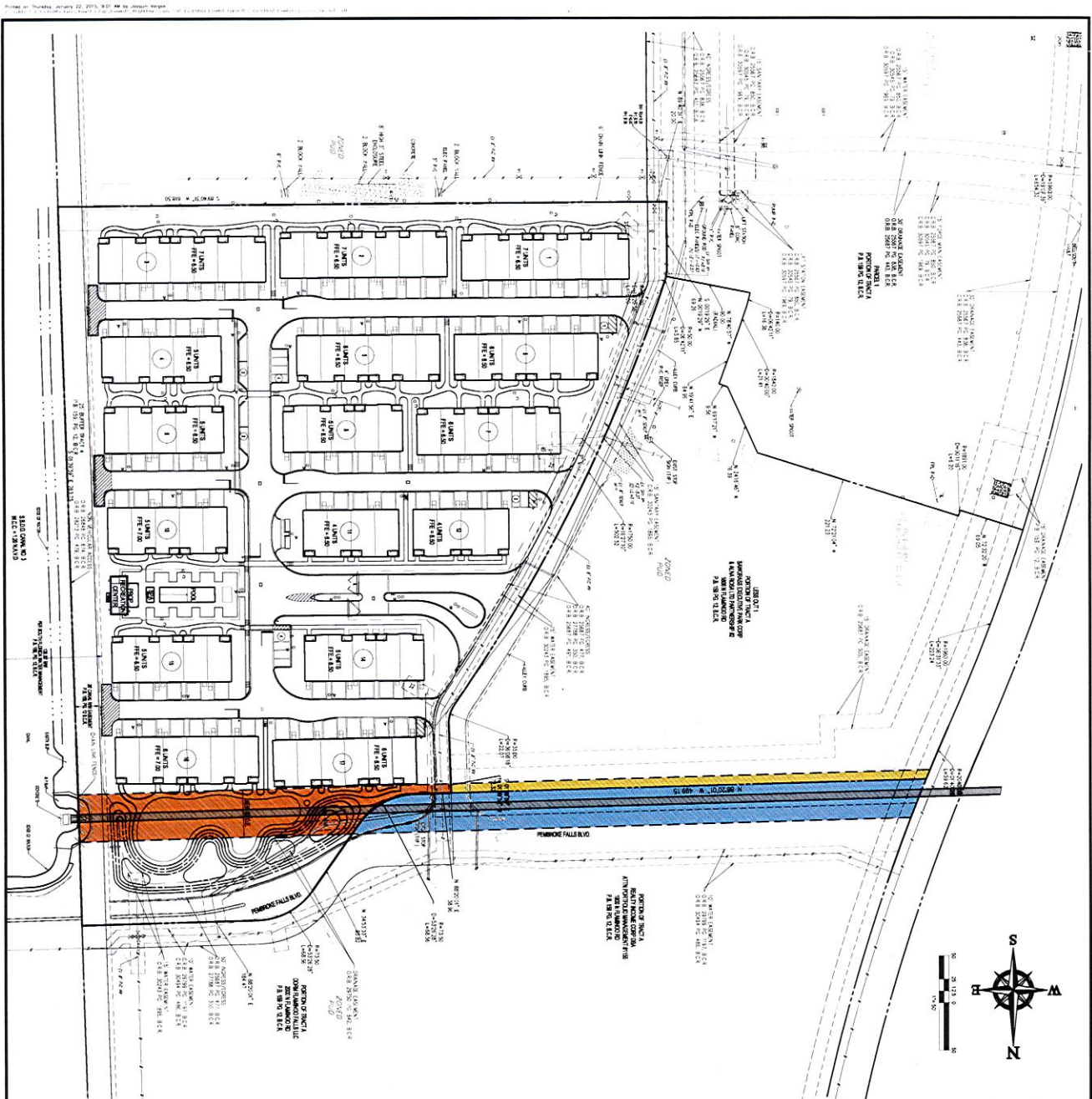
LOCATION MAP
1"=500'

LEGEND

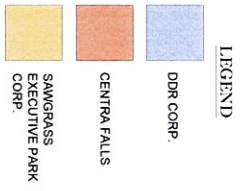
- DDR CORP.
- CENTRA FALLS
- SANGRASS EXECUTIVE PARK COMP.

<p>THOMAS</p> <p>CIVIL ENGINEERS - PROJECT MANAGERS - LAND PLANNING - LANDSCAPE ARCHITECTS</p> <p>1000 CORPORATE BLVD, SUITE 200 1200 N. UNIVERSITY BLVD, SUITE 300 1000 UNIVERSITY BLVD, SUITE 300 1000 UNIVERSITY BLVD, SUITE 300 1000 UNIVERSITY BLVD, SUITE 300</p>	<p>THOMAS</p> <p>CITY OF PEMBROKE PINES BROWARD COUNTY, FLORIDA</p>	<p>FOR CENTRA FALLS LLC</p>	<p>PROJECT CENTRA FALLS</p>	<p>SITE PLAN ENTITLEMENT</p>	<p>811</p> <p>KNOW WHAT'S BELOW ANYTIME YOU DIG CALL 811 OR VISIT www.811.com</p>	<p>THOMAS</p> <p>CIVIL ENGINEERS - PROJECT MANAGERS - LAND PLANNING - LANDSCAPE ARCHITECTS</p> <p>1000 CORPORATE BLVD, SUITE 200 1200 N. UNIVERSITY BLVD, SUITE 300 1000 UNIVERSITY BLVD, SUITE 300 1000 UNIVERSITY BLVD, SUITE 300 1000 UNIVERSITY BLVD, SUITE 300</p>
<p>PROFESSIONAL ENGINEER ANDREA R. VIRGIN ANDREA R. VIRGIN, P.E. ANDREA R. VIRGIN, P.E. ANDREA R. VIRGIN, P.E.</p>						<p>THOMAS</p> <p>CIVIL ENGINEERS - PROJECT MANAGERS - LAND PLANNING - LANDSCAPE ARCHITECTS</p> <p>1000 CORPORATE BLVD, SUITE 200 1200 N. UNIVERSITY BLVD, SUITE 300 1000 UNIVERSITY BLVD, SUITE 300 1000 UNIVERSITY BLVD, SUITE 300 1000 UNIVERSITY BLVD, SUITE 300</p>

EX-2



LOCATION MAP
1"=100'



 CIVIL ENGINEERS • PROJECT MANAGERS • LAND PLANNING • LANDSCAPE ARCHITECTS <small>100 CORPORATE DR. SUITE 200 FORT WORTH, TEXAS 76104 817.335.1111</small>	 DON WANTS BELOW MARYS CALL 811 TO FIND OUT WHAT'S UNDERGROUND <small>WWW.CALL811.COM</small>	SITE PLAN EXHIBITMENT PROJECT NO. 19000000000000000000 DATE 01/15/2024 DRAWN BY: J. VIRGIN CHECKED BY: J. VIRGIN	CENTRA FALLS FOR CENTRA FALLS LLC CITY OF ROBINSON PARK BROWARD COUNTY, FLORIDA	 100 CORPORATE DR. SUITE 200 FORT WORTH, TEXAS 76104 WWW.THOMASINC.COM 817.335.1111	ANDREA R. VIRGIN PROFESSIONAL ENGINEER LICENSE NO. 10000000000000000000 100 CORPORATE DR. SUITE 200 FORT WORTH, TEXAS 76104 WWW.THOMASINC.COM 817.335.1111	EXHIBIT EX-3 SHEET NUMBER
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MEMORANDUM

DATE: May 21, 2015

TO: South Broward Drainage District Commissioners

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

Subject: SBDD Resolution No. 2015-03 – Approval of the Second Amendment to Indemnification and Flamingo Road Canal Crossing Agreement between SBDD and DDRM Flamingo Falls LLC

Comments:

Proposed Resolution 2015-03 approves the Second Amendment to Indemnification and Flamingo Road Canal Crossing Agreement (Second Amendment) between South Broward Drainage District (SBDD) and DDRM Flamingo Falls LLC (DDRM).

This Second Amendment is associated with the repositioning of a 50-foot Drainage Easement (DE) over a portion of the DDRM property in order to center the 50-foot DE over an existing 96-inch reinforced concrete pipe (RCP). The original Agreement makes reference to the original 50-foot DE and therefore, the Second Amendment is needed to redefine the area and limits of the new 50-foot DE under the Agreement.

All provisions of the original Agreement and First Amendment to the original Agreement will remain in full force and effect.

SBDD staff has no objections to the proposed Second Amendment and the District Attorney has reviewed the proposed Second Amendment and concurs that there are no issues of concern related to said Second Amendment.

Financial impacts to this Agenda Item: None.

KH

Attachments

SOUTH BROWARD DRAINAGE DISTRICT
RESOLUTION N° 2015-03

RESOLUTION OF THE SOUTH BROWARD DRAINAGE DISTRICT AUTHORIZING THE SOUTH BROWARD DRAINAGE DISTRICT TO ENTER INTO A SECOND AMENDMENT TO INDEMNIFICATION AND FLAMINGO ROAD CANAL CROSSING AGREEMENT WITH DDRM FLAMINGO FALLS LLC; PROVIDING FOR REPOSITIONING OF A 50' DRAINAGE EASEMENT; PROVIDING FOR THE SOUTH BROWARD DRAINAGE DISTRICT TO MAINTAIN THE DRAINAGE CULVERT LOCATED WITHIN THE 50' DRAINAGE EASEMENT; PROVIDING AUTHORIZATION FOR EXISTING IMPROVEMENTS TO REMAIN WITHIN THE REPOSITIONED DRAINAGE EASEMENT; PROVIDING THAT ALL PROVISIONS OF THE ORIGINAL AGREEMENT AND FIRST AMENDMENT TO THE AGREEMENT NOT IN CONFLICT WITH THE SECOND AMENDMENT TO AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, DDRM FLAMINGO FALLS LLC, a Delaware limited liability company (hereinafter referred to as "Property Owner") is the owner of property lying, being and situate in Broward County, Florida, which is described in the attached Exhibit "1" (hereinafter referred to as "Subject Property") and which is further identified by Broward County Property Appraiser Folio N° 5140 10 02 4961; and

WHEREAS, Subject Property lies completely within the geographical boundaries of the District; and

WHEREAS, on the 29th day of January, 1988, the District entered into an

which is located over the Subject Property; and

WHEREAS, Property Owner requires the approval of the District to allow the Drainage Easement Improvements and other existing improvements located within the New Drainage Easement to remain within the New Drainage Easement; and

WHEREAS, District and Property Owner have prepared a second amendment to the Agreement for the purpose of approving and allowing the Drainage Easement Improvements and other existing improvements to remain within the New Drainage Easement, said second amendment hereinafter referred to as "Second Amendment"; and

WHEREAS, the proposed Second Amendment is attached hereto as Exhibit "2"; and

WHEREAS, the limits of that portion of the New Drainage Easement which is located on and across a portion of the Subject Property is further described on Exhibit "B" of the Second Amendment; and

WHEREAS, the Drainage Easement Improvements and other existing improvements located within the New Drainage Easement area are shown and depicted on Exhibit "C" of the Second Amendment; and

WHEREAS, as part of the Second Amendment, the District agrees to maintain the Drainage Culvert including any and all restoration required for the New Drainage Easement area; and

WHEREAS, it is the intention of the Second Amendment that, except as stated herein, the Agreement and First Amendment will remain in full force and effect; and

WHEREAS, District and Property Owner are desirous of entering into this Second Amendment to provide for the repositioning of the Original Drainage Easement on a portion of the Subject Property, granting approval for the Drainage Easement Improvements and other improvements to remain within the New Drainage Easement and for Property Owner to utilize the New Drainage Easement in the same manner as noted and authorized under the Agreement for the Original Drainage Easement; and

WHEREAS, a public hearing was held on the 28th day of May, 2015 at 8:00 A.M. at the offices of the South Broward Drainage District located at 6591 S.W. 160th Avenue,

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 _____, 2015.

SOUTH BROWARD DRAINAGE DISTRICT

(SEAL)

By: _____
Scott Hodges, Chairperson

Attest:

Robert E. Goggin, IV, Secretary

STATE OF FLORIDA)
)§
COUNTY OF BROWARD)

The foregoing Resolution N° 2015-03 was acknowledged before me this ____ day of _____, 2015 by SCOTT HODGES and ROBERT E. GOGGIN, IV as Chairperson and Secretary, respectively of the SOUTH BROWARD DRAINAGE DISTRICT, a political subdivision of the State of Florida, on behalf of SOUTH BROWARD DRAINAGE DISTRICT. They are personally known to me.

WITNESS my hand and official seal in the county and state last aforesaid this _____ day of _____, 2015.

(NOTARY SEAL OR STAMP)



Notary Public - State of Florida at Large

EXHIBIT "1"

PARCEL A (SHOPPING CENTER PARCEL)

A PORTION OF TRACT A AND A PORTION OF BUFFER TRACT 4, PEMBROKE FALLS PHASE 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 159, PAGE 12, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE WESTERLY MOST SOUTHEAST CORNER OF SAID BUFFER TRACT 4;

THENCE NORTH 44°00' 16" EAST, ON THE EASTERLY LINE OF SAID BUFFER TRACT 4, A DISTANCE OF 50.07 FEET TO THE INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF FLAMINGO ROAD AS DESCRIBED IN DEED BOOK 634, PAGE 183, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA;

THENCE NORTH 01°39'59" WEST, ON SAID WEST RIGHT-OF-WAY LINE, 1180.04 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 88°20'01" WEST, A DISTANCE OF 184.46 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST;

THENCE SOUTHWESTERLY, ON THE ARC OF SAID CURVE HAVING A RADIUS OF 73.50 FEET, A CENTRAL ANGLE OF 53°26'28", AND AN ARC DISTANCE OF 68.56 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 34°53'33" WEST, A DISTANCE OF 85.82 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHWEST;

THENCE SOUTHWESTERLY, ON THE ARC OF SAID CURVE HAVING A RADIUS OF 73.50 FEET, A CENTRAL ANGLE OF 53°26'28", AND AN ARC DISTANCE OF 68.56 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 88°20'01" WEST, A DISTANCE OF 538.11 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST (SAID POINT BEARS SOUTH 67°41'15" EAST FROM THE RADIUS POINT OF THE NEXT DESCRIBED CURVE) SAID POINT ALSO LYING ON THE EASTERLY RIGHT-OF-WAY LINE OF NORTHWEST 125TH AVENUE AS SHOWN ON SAID PLAT OF PEMBROKE FALLS PHASE 1;

THENCE NORTHEASTERLY, ON SAID EASTERLY RIGHT-OF-WAY LINE AND ON THE ARC OF SAID CURVE HAVING A RADIUS OF 2040.00 FEET, A CENTRAL ANGLE OF 01°31'41", AND AN ARC DISTANCE OF 54.41 FEET TO AN INTERSECTION WITH A NON-TANGENT LINE;

THENCE NORTH 88°20'01" EAST 398.51 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTH;

THENCE EASTERLY ON THE ARC OF SAID CURVE HAVING A RADIUS OF 400.00 FEET, THROUGH A CENTRAL ANGLE OF 11°54'16" AN ARC DISTANCE OF 83.11 FEET TO A POINT OF TANGENCY;

THENCE NORTH 76°25'45" EAST 84.55 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHWEST;

THENCE NORTHEASTERLY ON THE ARC OF SAID CURVE HAVING A RADIUS OF 48.50 FEET, THROUGH A CENTRAL ANGLE OF 41°32'12" AN ARC DISTANCE OF 35.16 FEET TO A POINT OF TANGENCY;

THENCE NORTH 34°53'33" EAST 23.58 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST;

THENCE NORTHEASTERLY ON THE ARC OF SAID CURVE HAVING A RADIUS OF 98.50 FEET, THROUGH A CENTRAL ANGLE OF 03°43'20" AN ARC DISTANCE OF 6.40 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE EAST (A RADIAL LINE THROUGH SAID POINT BEARS SOUTH 52°41'28" WEST FROM THE RADIUS, POINT OF THE NEXT DESCRIBED CURVE);

THENCE NORTHERLY ON THE ARC OF SAID CURVE HAVING A RADIUS OF 220.00 FEET, THROUGH A CENTRAL ANGLE OF 35°38'34" AN ARC DISTANCE OF 136.86 FEET TO A POINT OF TANGENCY;

THENCE NORTH 01°39'59" WEST 263.24 FEET;

THENCE SOUTH 88°20'01" WEST 440.00 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE WEST (A RADIAL LINE THROUGH SAID POINT BEARS SOUTH 82°40'06" EAST FROM THE RADIUS POINT OF THE NEXT DESCRIBED CURVE) SAID POINT ALSO BEING LOCATED ON SAID EASTERLY RIGHT-OF-WAY LINE OF NORTHWEST 125TH AVENUE;

THENCE NORTHERLY ON SAID EASTERLY RIGHT-OF-WAY LINE AND ON THE ARC OF SAID CURVE HAVING A RADIUS OF 2040.00 FEET, THROUGH A CENTRAL ANGLE OF 15°58'47" AN ARC DISTANCE OF 568.96 FEET TO A POINT OF NON-TANGENCY;

THENCE NORTH 75°11'15" EAST 343.92 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST (A RADIAL LINE THROUGH SAID POINT BEARS SOUTH 59°15'54" WEST FROM THE RADIUS POINT OF THE NEXT DESCRIBED CURVE);

THENCE NORTHERLY ON THE ARC OF SAID CURVE HAVING A RADIUS OF 555.16 FEET, A CENTRAL ANGLE OF 18°23'55" AND AN ARC DISTANCE OF 178.27 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTH (A RADIAL LINE THROUGH SAID POINT BEARS NORTH 11°08'25" WEST FROM THE RADIUS POINT OF THE NEXT DESCRIBED CURVE) SAID POINT ALSO LOCATED ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SHERIDAN STREET AS DESCRIBED IN OFFICIAL RECORDS BOOK 13468, PAGE 738, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA;

THENCE EASTERLY ON SAID SOUTHERLY RIGHT-OF-WAY LINE AND ON THE ARC OF SAID CURVE HAVING A RADIUS OF 2355.00 FEET, THROUGH A CENTRAL ANGLE OF 02°03'20" AN ARC DISTANCE OF 84.49 FEET TO A POINT OF NON-TANGENCY;

THENCE SOUTH 10°21'13" EAST 23.90 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE EAST;

THENCE SOUTHERLY ON THE ARC OF SAID CURVE HAVING A RADIUS OF 520.00 FEET, THROUGH A CENTRAL ANGLE OF 22°35'44" AN ARC DISTANCE OF 205.07 FEET TO A POINT OF NON-TANGENCY;

THENCE NORTH 88°20'01" EAST 299.46 FEET TO THE INTERSECTION WITH SAID WEST RIGHT-OF-WAY LINE OF FLAMINGO ROAD;

THENCE SOUTH 01°39'59" EAST ON SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 991.11 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN THE CITY OF PEMBROKE PINES, BROWARD COUNTY, FLORIDA.

Current Subject Property and other property adjacent to the Current Subject Property so that it is centered over the 96-inch diameter drainage culvert; and

WHEREAS, the said repositioning of the Original 50-Foot Drainage Easement on the Current Subject Property and adjacent property will require that the Original 50-Foot Drainage Easement be vacated and that the Owner and adjacent property owners dedicate a new 50-Foot Drainage Easement on and across the Current Subject Property and adjacent property; and

WHEREAS, that portion of the New 50-Foot Drainage Easement on and across the Current Subject Property is further described on Exhibit "B" and is hereinafter referred to as the "New 50-Foot Drainage Easement"; and

WHEREAS, the New 50-Foot Drainage Easement will be recorded in the public records of Broward County Florida; and

WHEREAS, the District shall be responsible for the maintenance of the 96-inch diameter drainage culvert located within the New 50-Foot Drainage Easement, including any and all restoration required for the New 50-Foot Drainage Easement area. District's obligation for maintenance or restoration of the Drainage Easement Improvements and Existing Improvements (hereinafter defined) is limited to damage which is due to or the result of said maintenance work performed by or on behalf of the District; and

WHEREAS, the Owner shall remain responsible under the Agreement for damage to and maintenance of the Drainage Easement Improvements and Existing Improvements which is not associated with the District's use of the New 50' Drainage Easement area, unless said damage is caused by the District's gross negligence or intentional acts or omissions of the District, its employees or agents ; and

WHEREAS the Owner and District acknowledge that all provisions of the Agreement that apply to the Original 50-Foot Drainage Easement shall apply to the New 50-Foot Drainage Easement, except as hereinafter modified; and

WHEREAS in addition to the "Drainage Easement Improvements" referenced and depicted in the Agreement, the District hereby grants approval for all of the existing improvements shown and depicted on the attached Exhibit "C" to be located within the New 50-Foot Drainage Easement; and

WHEREAS, the Owner and District are agreeable to entering into this Second Amendment to provide for the repositioning of the Original 50-Foot Drainage Easement on the Current Subject Property and adjacent property and granting Owner approval to utilize the New 50-Foot Drainage Easement in the same manner as noted and authorized under the Agreement; and

WHEREAS, notwithstanding any other statements herein, that portion of the current 50-Foot Drainage Easement that traverses Northwest 125th Avenue and Tract 3 of Pembroke Falls Phase I, according to the plat thereof as recorded in Plat Book 129, Page 12 of the Broward County, Florida Public Records will not be vacated and is not subject to this Second Amendment; and

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

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

Agreement and prior Amendments to the Agreement shall remain in full force and effect and the terms and provisions of this Second Amendment shall be in addition to the terms and conditions and provisions of the Agreement and all prior Amendments.

14 . In the event of a conflict between the terms and provisions of this Second Amendment and the Agreement or the First Amendment, the terms and provisions of this Second Amendment shall take precedence.

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

Signed, sealed and delivered in the presence of:

"Owner"

DDRM Flamingo Falls LLC, a Delaware limited liability company

Witness Signature

Witness Printed Name

Witness Signature

Witness Printed Name

By: _____

Name: _____

Its: _____

STATE OF OHIO)

)

COUNTY OF CUYAHOGA)

The foregoing Second Amendment was acknowledged before me this _____ day of _____, 2015 by _____, as _____ of DDRM Flamingo Falls LLC, a Delaware limited liability company, as Owner, who (is personally known to me) or (has produced _____ as identification).

Witness my hand and official seal in the county and state last aforesaid this _____ day of _____, 2015.

[NOTARY SEAL, STAMP, COMMISSION AND EXPIRATION]

NOTARY PUBLIC:

EXHIBIT "A"

THENCE NORTHEASTERLY ON THE ARC OF SAID CURVE HAVING A RADIUS OF 98.50 FEET, THROUGH A CENTRAL ANGLE OF 03°43'20" AN ARC DISTANCE OF 6.40 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE EAST (A RADIAL LINE THROUGH SAID POINT BEARS SOUTH 52°41'28" WEST FROM THE RADIUS, POINT OF THE NEXT DESCRIBED CURVE);

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THENCE NORTHERLY ON SAID EASTERLY RIGHT-OF-WAY LINE AND ON THE ARC OF SAID CURVE HAVING A RADIUS OF 2040.00 FEET, THROUGH A CENTRAL ANGLE OF 15°58'47" AN ARC DISTANCE OF 568.96 FEET TO A POINT OF NON-TANGENCY;

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THENCE SOUTH 01°39'59" EAST ON SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 991.11 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN THE CITY OF PEMBROKE PINES, BROWARD COUNTY, FLORIDA.

SKETCH AND LEGAL DESCRIPTION

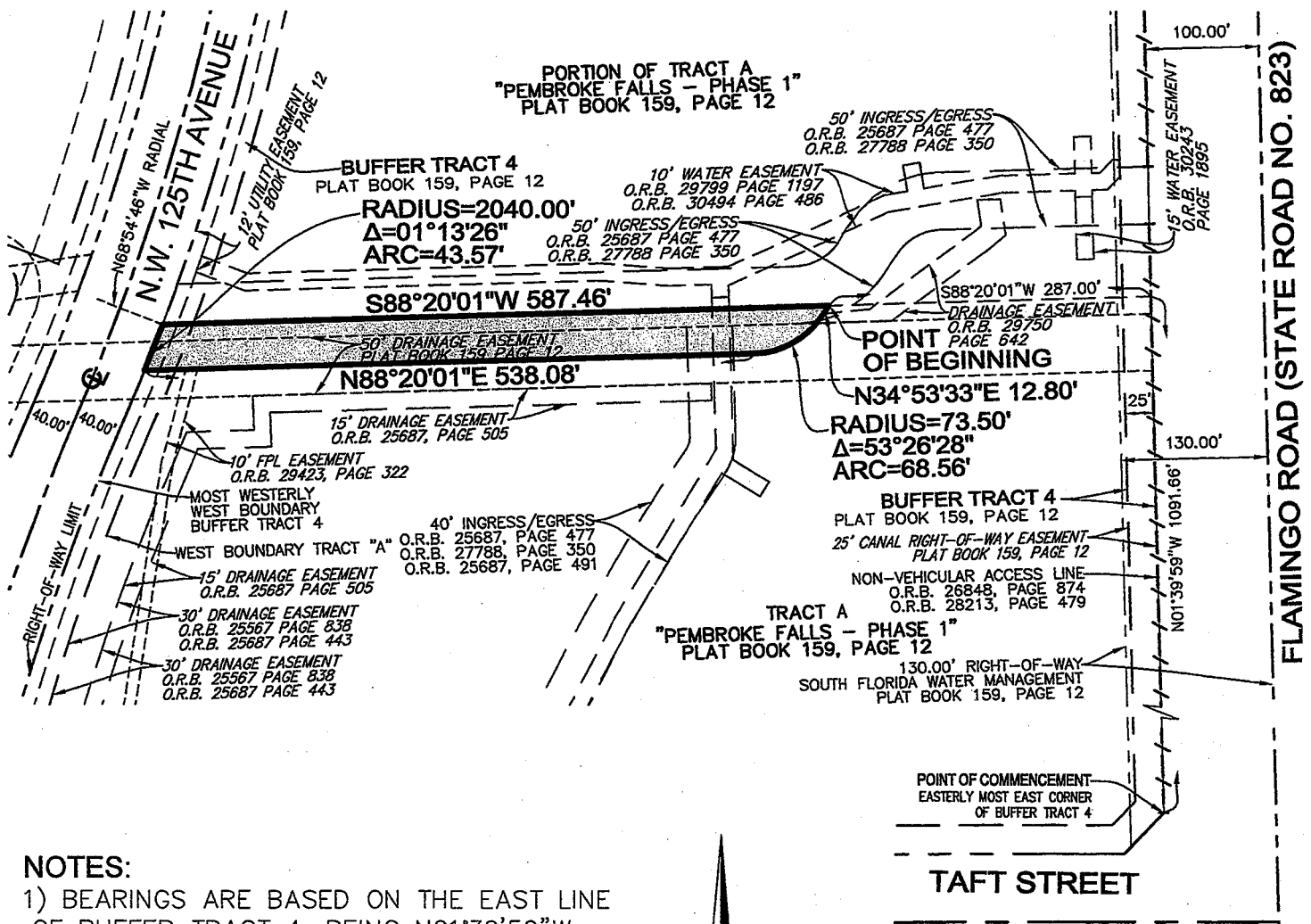
BY

PULICE LAND SURVEYORS, INC.

5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351

TELEPHONE: (954) 572-1777 • FAX: (954) 572-1778

E-MAIL: surveys@pulicelandsurveyors.com CERTIFICATE OF AUTHORIZATION LB#3870



NOTES:

- 1) BEARINGS ARE BASED ON THE EAST LINE OF BUFFER TRACT 4, BEING N01°39'59"W.
- 2) THIS IS NOT A SKETCH OF SURVEY AND DOES NOT REPRESENT A FIELD SURVEY.
- 3) THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.



FILE: LABEL AND CO DEVELOPMENTS, INC.

SCALE: 1"=150' | DRAWN BY: B.E.

ORDER NO.: 58362-2

DATE: 12/18/14; REV. 01/22/15

NEW DRAINAGE EASEMENT

PEMBROKE PINES, BROWARD COUNTY, FLORIDA

FOR: CENTRA FALLS I

SHEET 2 OF 2

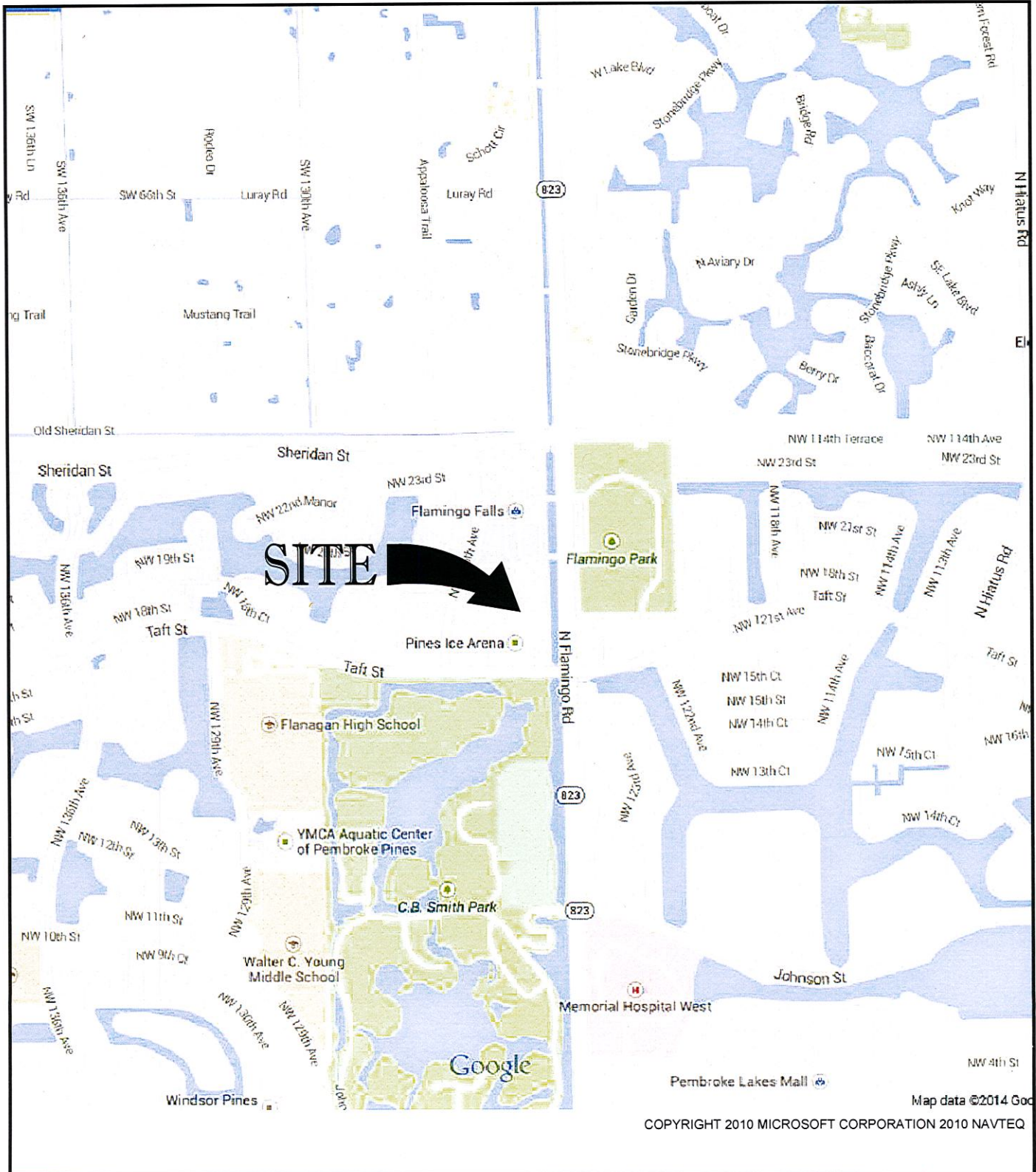
THIS DOCUMENT IS NEITHER FULL NOR COMPLETE WITHOUT SHEETS 1 AND 2

LEGEND:

- CENTERLINE
- OFFICIAL RECORDS BOOK
- NON-VEHICULAR ACCESS LINE
- CENTRAL ANGLE
- FLORIDA POWER & LIGHT

ADDITIONAL ATTACHMENTS TO AGENDA ITEM 04.B

- **LOCATION MAP**
- **ORIGINAL INDEMNIFICATION AND FLAMINGO ROAD CANAL CROSSING AGREEMENT AS RECORDED IN OR BOOK 27727, PAGE 146, B.C.R.**
- **FIRST AMENDMENT TO ORIGINAL INDEMNIFICATION AND FLAMINGO ROAD CANAL CROSSING AGREEMENT AS RECORDED IN OR BOOK 30292, PAGE 686, B.C.R.**



LOCATION MAP

PROJECT: CENTRA FALLS	
LOCATION: PEMBROKE PINES	
PROJECT NO: F140108	PAGE NO: 1 OF 1
PREPARED BY: JFV	DATE:
CHECKED BY: JFV	SCALE: N.T.S.



1000 CORPORATE DRIVE, SUITE 250, FORT LAUDERDALE, FLORIDA 33334 - TEL: (954) 202-7000

84-20-03
January 22, 1998
BKDD FILE # 2028

Prepared by: DOUGLAS R. BELL, ESQUIRE
RETURN TO: CUMBERLAND BUILDING, SUITE 601
800 EAST BROWARD BOULEVARD
FORT LAUDERDALE, FLORIDA 33301

98-096596 T8001
02-18-98 09:29AM

B0# 22

INDEMNIFICATION AND FLAMINGO ROAD CANAL CROSSING AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of ~~January~~, 1998 by and between SOUTH BROWARD DRAINAGE DISTRICT, a political subdivision of the State of Florida, whose address is 6581 S.W. 180th Avenue, Davie, FL 33331, hereinafter referred to as "District", and FLAMINGO FALLS, INC., a Florida corporation, whose address is 2419 East Commercial Boulevard, Suite 301, Fort Lauderdale, Florida 33308-4042, hereinafter referred to as "Owner".

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, Owner is the owner of certain property within the boundaries of the District which is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO

and which is further identified by Broward County Property Appraisers Folio No. 1010-02-4881 (hereinafter referred to as "Subject Property") and;

WHEREAS, the Owner desires to develop the Subject Property and said Development requires ingress and egress to and from Subject Property off of Flamingo Road which is located east of Subject Property; and

WHEREAS, Subject Property is located adjacent to and west of the District's Canal # 3 aka/a Flamingo Road Canal (hereinafter referred to as "Canal Right-of-Way"), said Canal Right-of-Way being located between Subject Property and Flamingo Road; and

WHEREAS, the portion of the Canal Right-of-Way which is referred to in this Agreement as "adjacent to Subject Property" is also described that part of the East 100 feet of Section 11, Township 51 South, Range 40 East and that part of the West 40 feet of Section 12, Township 51 South, Range 40 East which is located east of Subject Property, said land situate, lying and being in Broward County, Florida; and

WHEREAS, a twenty-five (25) foot canal maintenance easement is located on the East twenty-five (25) feet of Subject Property and the West side of the Canal Right-of-Way (hereinafter referred to as "Canal Maintenance Easement"); and

WHEREAS, the Canal Right-of-Way and the Canal Maintenance Easement are used for the purpose of constructing and maintaining drainage facilities of the District which include but are not limited to maintaining the District's Flamingo Road Canal and other drainage appurtenances; and

WHEREAS, the Owner desires a variance from the District for itself, its successors, assigns and

BK 27727 FGD 146

helps for the purpose of utilizing the Canal Right-of-Way and Canal Maintenance Easement for constructing, operating and maintaining two (2) culvert crossings, boat ramps, fencing, guard rails, a 6" water line and a fire hydrant, hereinafter referred to as "Canal Improvements"; and

WHEREAS, the Canal Improvements are more fully described on roadway plans prepared by Calvin, Giordano & Associates, Inc. t/a Barry & Calvin, Inc. for Project No 98-1567, approved by District Permit No PD 881108-38 and Project No 97-1785 approved by District Permit No PD 880105 which are incorporated herein in their entirety; and

WHEREAS, a copy of a portion of the aforescribed roadway plans and water and sewer plans depicting the Canal Improvements are attached hereto as Exhibit "B"; and

WHEREAS, the District's rules and regulations require that no permanent improvements can be constructed within the District's maintenance easements, drainage easements and canal property except for those specifically permitted by a variance with the permission or approval of the District; and

WHEREAS, the Owner acknowledges that the District will utilize the Canal Right-of-Way and Canal Maintenance Easement for maintaining the canal and culverts, and other drainage appurtenances and that this utilization may cause damage to the Canal Improvements; and

WHEREAS, the Owner's development of Subject Property also requires construction of interior roadways and site drainage; and

WHEREAS, a fifty (50) foot wide drainage easement traverses Subject Property, hereinafter referred to as "Drainage Easement"; and

WHEREAS, a ninety-six (96) inch diameter culvert and other drainage appurtenances are constructed within the Drainage Easement which are used for drainage of the Development known as "Pembroke Falls"; and

WHEREAS, the Owner also desires a variance from the District for itself, its successors, assigns and heirs for the purpose of utilizing the Drainage Easement for constructing and maintaining an interior roadway, drainage structures for drainage of Subject Property and an 8" water line, hereinafter referred to as "Drainage Easement Improvements"; and

WHEREAS, the Drainage Easement Improvements are more fully described on paving, grading and drainage plans and water and sewer plans prepared by Calvin, Giordano & Associates, Inc. t/a Barry & Calvin, Inc. for Project No 97-1785 and approved by District Permit No PD 880105 which are incorporated herein in their entirety; and

WHEREAS, a copy of a portion of the aforescribed paving, grading and drainage plans and water and sewer plans depicting the Drainage Easement Improvements are attached hereto as Exhibit "C"; and

WHEREAS, the Owner desires a variance from the District for itself, its successors, assigns and heirs for the purpose of utilizing the Drainage Easement for constructing, operating and maintaining the Drainage Easement Improvements; and

WHEREAS, the Owner acknowledges that the District will utilize the Drainage Easement for maintaining the culvert and drainage appurtenances constructed therein and this utilization may cause

BK 27727 PG 147

damage to the Drainage Easement Improvements and may require that all or some of the Drainage Easement Improvements be removed by Owner and/or its successors, assigns and heirs; and

WHEREAS, unless an emergency condition occurs as determined in the District's sole discretion, at such time the District requires the use of the Canal Right-of-Way, Canal Maintenance Easement and/or Drainage Easement, District agrees to give Owner or its successors and assigns reasonable notice of at least fifteen (15) calendar days of District's intent to use the Canal Right-of-Way, Canal Maintenance Easement and/or Drainage Easement, along with the time frame and nature of the work to be performed and that portion of the Drainage Improvements which the District requires to be removed and Owner agrees to remove those Drainage Easements Improvements which District requires to be removed at the Owner's expense; and

WHEREAS, as an additional condition for the approval and authorization of the Owner to utilize the Canal Right-of-Way, Canal Maintenance Easement and Drainage Easement as stated herein, the District requires the Owner 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 Owner's use of the Canal Right-of-Way, Canal Maintenance Easement and Drainage Easement, and District's subsequent utilization of the Canal Right-of-Way, Canal Maintenance Easement and Drainage Easement; and

WHEREAS, District's utilization of the Canal Right-of-Way and Canal Maintenance Easement as stated in the preceding paragraph is intended to refer to only any use of the Canal Right-of-Way and Canal Maintenance Easement by District necessary to clean and maintain the canal and canal crossing culverts along with any damage District may cause to the Canal Improvements during such maintenance operations except for any such damage caused by the District's gross negligence or intentional acts of the District; and

WHEREAS, the District and Owner are desirous of entering into an agreement to provide for authorization of Owner to utilize District's Canal Right-of-Way, Canal Maintenance Easement and Drainage Easement for the construction, repair, maintenance, replacement and use of the Canal Improvements and Drainage Easement Improvements associated with Owner's use of Subject Property; and

NOW, THEREFORE, in consideration of the premises and Ten and No/100 Dollars (\$10.00) and other good and valuable considerations from each to the other, the receipt and sufficiency of which are hereby acknowledged by District and Owner each intending to be legally bound, do hereby represent, warrant and 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 allow and authorize Owner and/or Owner's successors and assigns to utilize the Canal Right-of-Way and Canal Maintenance Easement, for ingress and egress, via two canal crossings, to and from Subject Property from and to Flamingo Road and for construction, repair, maintenance, replacement and use of the Canal Improvements described herein.
- (3) District agrees to allow and authorize the Owner and/or Owner's successors and assigns to utilize the Drainage Easement for construction, repair, maintenance, replacement and use of the Drainage

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Easement Improvements described herein.

(4) Unless specifically authorized by District in writing, no improvements except for the Canal Improvements and Drainage Easement Improvements specifically authorized and permitted by the District herein, constructed and placed in accordance with approved plans and all applicable governmental regulations, may be constructed or placed within the Canal Right-of-Way, Canal Maintenance Easement and Drainage Easement, and plans for all Canal Improvements and Drainage Easement Improvements must be submitted to and approved by District prior to construction.

(5) Owner shall provide District with a copy of the contract or contracts that are entered into for construction of the Canal Improvements and Drainage Easement Improvements prior to commencement of construction. District shall be notified of the time and place of any pre-construction meeting at least seven (7) calendar days in advance, unless such meeting is sooner scheduled by the parties, in which event the District shall be given reasonable notice of the time and place of any such pre-construction meeting. In addition, the District shall be notified at least seven (7) calendar days prior to the start of construction of the Canal Improvements and Drainage Easement Improvements and the Owner shall provide the District with status reports at least once each month on or before the fifteenth (15th) day of each month with time being of the essence.

(6) Owner agrees that during construction of the Canal Improvements and Drainage Easement Improvements, Owner shall proceed with construction in such a manner that flow in the canal located within the Canal Right-of-Way and flow within the Drainage Easement will be maintained at all times and that Owner shall take all reasonable and necessary steps to prevent damage to the District's Canal No. 3, the culvert and drainage appurtenances constructed within the Drainage Easement and/or pollution due to construction of the Canal Improvements and Drainage Easement Improvements. Drainage of those land areas which drain through the Canal No. 3 culverts and the Drainage Easement must be maintained at all times during construction of the Canal Improvements and Drainage Easement Improvements and any construction on Subject Property by Owner.

(7) If the Owner maintains insurance which covers the indemnifications of Owner as described in this Agreement, District agrees that it shall first direct its claim against the insurance which is provided, however, in the event said insurance is not in place or is insufficient to cover any claims of the District, the District may proceed directly against the Owner pursuant to the indemnification provisions in this Agreement. Owner further agrees that Owner will upon request provide District with copies of all applicable insurance policies pursuant to this paragraph, that District shall be a named insured and District shall be given notification in writing from the insurance company of any changes in the status of the insurance obtained by Owner.

(8) Owner agrees to take full responsibility for any damage which it causes to District's existing drainage systems, including the culverts and appurtenances thereto, arising out of construction of the Canal Improvements and Drainage Easement Improvements. Owner agrees to reimburse District for all reasonable expenses incurred by District arising out of damage to the District's drainage systems including culverts and

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appurtenances thereto which are the result of Owners construction of the Canal Improvements and/or Drainage Easement Improvements.

(9) In addition, at any time after the District has utilized the Canal Right-of-Way, Canal Maintenance Easement and/or Drainage Easement, the Owner shall, reconstruct and restore the Canal Improvements and Drainage Easement Improvements to their previous condition or if Owner desires, alternate or other improvements as approved by the District, said reconstruction and restoration to be at the cost of the Owner and all construction shall be in accordance with all District rules, criteria and regulations and all other applicable governmental regulations. In addition, the Owner shall submit as-built drawings to the District for the reconstructed and restored Canal Improvements and/or Drainage Easement Improvements within the Canal Right-of-Way, Canal Maintenance Easement and/or Drainage Easement, which must be approved by the District. Notwithstanding the foregoing provisions of this paragraph, if Owner chooses to modify or redesign the Canal Improvements or Drainage Easement Improvements which are required to be reconstructed and/or restored, District shall consider said modifications and only require the Owner to install that which is required to restore the Canal Right-of-Way, Canal Maintenance Easement and Drainage Easement areas to a condition acceptable to the District.

(10) In the event the Owner fails to reconstruct and restore the Canal Improvements and/or Drainage Easement Improvements within sixty (60) days after receiving written notification from the District, the District may then reconstruct and restore the Canal Improvements and/or Drainage Easement Improvements, to the extent necessary to restore the Canal Right-of-Way, Canal Maintenance Easement and Drainage Easement, at the cost of the District, which reasonable costs shall be reimbursed to the District by the Owner or the Owner's successors and/or assigns, in accordance with this agreement. The District further agrees to exercise due care and regard for the Subject Property and the Canal Improvements and Drainage Easement Improvements in undertaking any repair, maintenance, restoration, construction or such other activities within and around the Canal Right-of-Way, Canal Maintenance Easement and Drainage Easement area, and further agrees to remove all debris, spoil and other materials or refuse resulting from such District activity. Notwithstanding the foregoing, District will not restore those Canal Improvements or Drainage Easement Improvements which are no longer required or needed by Owner, unless necessary for operation and/or maintenance for the District's Drainage requirements.

(11) Any and all reasonable costs incurred by the District to reconstruct and restore the Canal Improvements and/or Drainage Easement Improvements, to the condition required by applicable governmental agencies shall be reimbursed to the District by the Owner within thirty (30) days after receiving a bill for the cost of this construction from the District. These costs are not intended to include normal maintenance activities of the District.

(12) The Owner hereby agrees for itself, and its successors, assigns, and heirs, with respect to the Canal Improvements and Drainage Easement Improvements which are constructed by Owner within the Canal Right-of-Way, Canal Maintenance Easement and Drainage Easement to indemnify the District and hold it harmless from any claims, losses, damages or expenses incurred by the District, arising as the direct

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result of the construction and use of the Canal Improvements and Drainage Easement Improvements within the Canal Right-of-Way, Canal Maintenance Easement and Drainage Easement.

(13) This Indemnification includes but is not limited to any and all personal injuries which may be suffered by any individuals or property damage which may be incurred by any individuals or entities as the direct result of the Owners construction and maintenance of the Canal Improvements and Drainage Easement Improvements within the Canal Right-of-Way, Canal Maintenance Easement and Drainage Easement. However, this indemnification does not indemnify District for negligent or intentional acts or omissions of District's employees or agents.

(14) Owner and/or its successors, assigns and heirs agree to take over and defend any claims brought or such actions filed against District with respect to the subject of the indemnities contained in this Agreement. The foregoing indemnity shall include reasonable attorneys' fees and court costs incurred at the trial and all appellate levels. All negotiations, settlement and litigation arising out of the subject matter of this Agreement shall be handled by Owner without interference or oversight by District as part of owners indemnification obligation hereunder. However, all settlements hereunder must be ratified and approved by the District Board of Supervisors and the District shall be kept current as to the status of said proceedings and shall be provided with a copy of all correspondence and pleadings. Nothing contained herein shall be deemed, however, to constitute a waiver by District of any limitations of its liability as may be accorded District by virtue of Section 768.28 Florida Statutes, or any subsequently enacted similar law.

(15) Owner, its successors, assigns and heirs agree that during construction of the Canal Improvements and Drainage Easement Improvements, Owner shall comply with all District rules, regulations and criteria and hold the District harmless for any violations of same, in the event of any loss or damage suffered by the District.

(16) Owner acknowledges that District has no obligation or responsibility regarding any of the construction associated with the Canal Improvements or Drainage Easement Improvements and that any damage which may be caused to the Canal Improvements or Drainage Easement Improvements shall be repaired by Owner and the District shall have no obligation to repair or be responsible for any damage which may be caused to the Canal Improvements or Drainage Easement Improvements, unless caused by the District's gross negligence and/or intentional acts or omissions of the District, its employees or agents.

(17) This Agreement does not and is not intended to release third parties from any damage that third parties may cause to the Canal Improvements or Drainage Easement Improvements.

(18) Owner agrees that for good cause shown and upon notice by District in writing to the Owner and contractor(s) constructing the Canal Improvements and Drainage Easement Improvements described in this Agreement and to Owner's engineers, so long as District has been provided with said engineers' addresses, the District may order and direct that all or a portion of the work being constructed within the Canal Right-of-Way, Canal Maintenance Easement and Drainage Easement shall cease and that the work shall not begin again for that portion which has stopped until the District authorizes resumption of the work in writing, which if the reasons for District stopping the work have been satisfied, shall be within a reasonable

BR27127PG0151

time. Owner agrees to notify the contractor(s) constructing the Canal Improvements and Drainage Easement Improvements described in this Agreement of the District's right to stop the contractor's work upon said notice.

(19) After completion of the Canal Improvements and Drainage Easement Improvements and prior to final certification by the District, Owner shall provide to District as-built drawings of the Canal Improvements, Drainage Easement Improvements and appurtenances associated therewith.

(20) After construction of the Canal Improvements and Drainage Easement Improvements, Owner agrees to maintain the Canal Improvements and Drainage Easement Improvements, including flowage in the canal crossing culverts, and to fully and completely indemnify and hold harmless District, its successors and assigns for damages because of bodily injury or death resulting therefrom, sustained by any person or persons, or because of any damage to real property or personal property of District or of any person or entity due to any act or omission of Owner, its employees, subcontractors, designees or agents and in or on the Canal Right-of-Way, Canal Maintenance Easement and Drainage Easement.

(21) Upon request by District, Owner shall provide to District copies of all liability and/or property damage insurance policies which Owner, their contractors or subcontractors shall obtain or have in effect associated with the Canal Improvements and Drainage Easement Improvements and/or work to be performed under any permits issued under this Agreement. In addition, the District shall be added as a named insured on all insurance policies providing coverage to Owner for damages arising out of the Owner's work contemplated by this Agreement.

(22) Any expenses including reasonable attorney's fees incurred by District as a result of the indemnifications contained in this Agreement and/or in reconstructing or restoring the District's Canal No. 3, the Canal Improvements, the Drainage Easement Improvements or the existing culvert and drainage appurtenances constructed within the Drainage Easement, shall be paid to District by Owner, its successors, assigns and heirs within thirty (30) days after receiving both a bill and all original invoices for such work. In the event payment is not received within thirty (30) days of billing, and receipt of invoices and if Owner has not objected in writing to such billing and invoices within thirty (30) days then the District shall be entitled to file a lien in the Broward County Public Records upon the Subject Property for all reasonable 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. District further acknowledges that any lien rights hereunder shall become effective only upon the District recording said lien in the Public Records of Broward County, Florida. In the further event the District elects to foreclose this lien, then and in such event the District will be entitled additionally to receive its 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. Upon payment in full of any lien filed hereunder, the District will within a reasonable period of time discharge said lien as a matter of record in the Broward County Public Records.

(23) Owner by signing this Agreement acknowledges that District is only permitting occupancy

-7-

PREPARED BY DOUGLAS R. BELL, ESQUIRE, 800 EAST BROWARD BOULEVARD, SUITE 601, FT. LAUDERDALE, FLORIDA 33301

BK 27727 PG 152

of the Canal Right-of-Way, Canal Maintenance Easement and Drainage Easement by the Canal Improvements and Drainage Easement Improvements, that District has not reviewed and will not review, acknowledge, or comment on the structural integrity or sufficiency of the Canal Improvements and Drainage Easement Improvements and that Owner is solely responsible for the structural integrity and sufficiency of the Canal Improvements and Drainage Easement Improvements.

(24) Owner further acknowledges that the Improvements will be constructed in substantial compliance with the drawings referred to in this Agreement and attached to this Agreement as Exhibits "B" and "C".

(25) Should Owner subdivide the Subject Property, Owner's obligations herein shall devolve upon the individual purchasers of the subdivided Subject Property, their heirs, successors and assigns and shall be a covenant running with the land; provided that the District shall grant a partial release of any recorded lien to any owner of said Subject Property upon payment by said owner of a proportionate share of such expenses and costs determined on a prorata basis. Regardless of whether or not Owner subdivides the Subject Property, its obligations as stated herein shall be binding upon its successors and assigns and shall be a covenant running with the Subject Property. Upon sale or transfer of any portion of Subject Property and assumption of all obligations hereunder by the purchasers and Owner's successors or assigns, the previous Owners shall be relieved of the obligations stated herein for such portions of the Subject Property which are sold or transferred.

(26) All subsequent owners of the Subject Property and successors and/or assigns of the District shall be bound by this Agreement which shall be a covenant running with the Subject Property.

(27) All notices of request, demand and other communications hereunder shall be addressed to the parties as follows:

As to District:

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

Attn: District Director

with copy to:

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

As to Owner:

Fleming Falls, Inc.
2418 East Commercial Boulevard, Suite 301
Fort Lauderdale, Florida 33308

Attn: Rick N. Stockamore, Vice President

unless the address is changed by the party by notice given to the other parties. Notice shall be in writing, mailed certified mail, return receipt requested, postage prepaid or may be sent by Federal Express or similar overnight service and shall be deemed given three (3) business days after having been deposited in the mail

or with the delivery service as applicable or upon receipt if sent by hand delivery to the address indicated. Notwithstanding the foregoing, notices, requests or demands or other communications referred to in this Agreement may be sent by fax, telegraph or private courier, but shall be deemed to have been given when received.

(28) All reasonable attorney's fees or costs incurred in connection with the enforcement of this Agreement or the collection of any funds hereunder, whether suit be brought or not, shall be reimbursed to the prevailing party or its successors or assigns. The indemnifications stated herein are also an indemnification as to all attorney's fees and court costs which may be incurred at trial and at all appellate levels.

(29) These indemnifications and hold harmless provisions set forth in this Agreement shall survive the execution of this Agreement and the completion of all activities and/or construction to be completed by Owner, its contractors, subcontractors, designees or agents and its successors or assigns in or on the Canal Right-of-Way, Canal Maintenance Easement and Drainage Easement.

(30) In addition to this Agreement, Owner is subject to all rules and regulations of the District regarding construction of the proposed Canal Improvements and Drainage Easement Improvements.

(31) No waiver of any provision of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted and any such written 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.

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

(33) This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors, assigns and grantees.

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

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

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

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

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

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

(40) Owner shall reimburse District and pay for any and all reasonable costs incurred by District incidental to entering into the terms of this Agreement, including but not limited to engineering fees,

8K 27727P60154

surveying costs, attorneys' fees, recording costs and any other necessary expenses.

(41) 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.

(42) This Agreement shall be recorded in the public records of Broward County, Florida with Owner to pay the full cost thereof.

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

Signed, sealed and delivered in the presence of:

"DISTRICT" (South Broward Drainage District)

Penelope Walsh
Print Name: Penelope Walsh

By: Leonard Miller
Leonard Miller, President

Ronald E. Corbett, Jr.
Print Name: Ronald E. Corbett, Jr.

Attest: Ronald E. Corbett, Jr.
Ronald E. Corbett, Jr., Secretary



Signed, sealed and delivered in the presence of:

"OWNER" (FLAMINGO FALLS, INC., a Florida corporation)

Ricard Stockman
Print Name: Ricard Stockman

By: Ricard Stockman
By: Ricard Stockman, V.P. RESTAURANT

John H. Stockman
Print Name: John H. Stockman

Gayle C. McDaniels
Print Name: Gayle C. McDaniels

Attest: _____

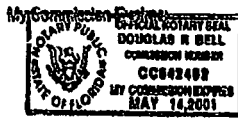


STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 29th day of JULY, 1998, by Leonard Miller and Ronald E. Corbett, Jr., as President 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 and did take an oath.

WITNESS my hand and official seal in the county and state last aforesaid this 29th day of JULY, 1998.

Douglas R. Bell
Notary Public
State of Florida at Large




BR 27727PC0155

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 27th day of January, 1998 by Rick Stockmore as Vice President of FLAMINGO FALLS, INC., a Florida corporation, and on behalf of FLAMINGO FALLS, INC. He is personally known to me [OR] (who has produced _____ (TYPE OF IDENTIFICATION) as identification).

WITNESS my hand and official seal in the county and state last aforesaid this 27th day of January, 1998.

My Commission Expires:  PEDRO I ALVAEZ
Notary Public
State of Florida at Large

STATE OF FLORIDA)
COUNTY OF BROWARD)

~~The foregoing instrument was acknowledged before me this _____ day of _____, 1998 by _____ as _____ of FLAMINGO FALLS, INC., a Florida corporation, and on behalf of FLAMINGO FALLS, INC. He/she is personally known to me [OR] (who has produced _____ (TYPE OF IDENTIFICATION) as identification).~~

~~WITNESS my hand and official seal in the county and state last aforesaid this _____ day of _____, 1998.~~

~~My Commission Expires: _____
Notary Public:
State of Florida at Large~~

BK 277 127 PG 156

**LAND DESCRIPTION
A PORTION OF FLAMINGO FALLS PLAZA
S.B.D.D. INDEMNIFICATION AGREEMENT**

A portion of Tract A and a portion of Buffer Tract 4, PEMBROKE FALLS PHASE 1, according to the Plat thereof as recorded in Plat Book 159, Page 12 of the Public Records of Broward County, Florida and being more particularly described as follows:

COMMENCE at the Westerly most Southeast corner of said Buffer Tract 4;

THENCE North 44°00'16" East, on the Easterly line of said Buffer Tract 4, a distance of 50.07 feet to the intersection with the West right-of-way line of Flamingo Road as described in Deed Book 634, Page 183 of the Public Records of Broward County, Florida;

THENCE North 01°39'59" West, on said West right-of-way line, 1614.94 feet to the **POINT OF BEGINNING**;

THENCE South 88°20'01" West, a distance of 300.00 feet;

THENCE South 01°39'59" East, a distance of 540.00 feet to a point on the arc of a non-tangent curve, concave to the Northwest (radial line to said point bears South 48°33'57" East from the radius point to the next described curve);

THENCE Southwesterly on the arc of said curve having a radius of 73.50 feet, a central angle of 46°53'59", and an arc distance of 60.16 feet to a Point of Tangency;

THENCE South 88°20'01" West, a distance of 538.11 feet to a point on the arc of a non-tangent curve, concave to the Northwest (radial line to said point bears South 67°41'15" East from the radius point of the next described curve) said point also lying on the Easterly right-of-way line of Northwest 125th Avenue as shown on said Plat of PEMBROKE FALLS PHASE 1;

THENCE Northeasterly on said Easterly right-of-way line and on the arc of said curve having a radius of 2040.00 feet, a central angle of 30°57'39", and an arc distance of 1102.35 feet to an intersection with a non-tangent line;

THENCE North 75°11'15" East, a distance of 310.00 feet;

THENCE North 18°18'45" West, a distance of 178.03 feet to a point on the South right-of-way line of Sheridan Street as described in Official Records Book 13468, Page 738 of the Public Records of Broward County, Florida said point being located on the arc of a curve concave to the Southeast (a radial line through said point bears North 11°43'31" West from the radius point of the next described curve);

THENCE Northeasterly on said Southerly right-of-way line and on the arc of said curve having a radius of 2355.00 feet, a central angle of 02°03'13", and an arc distance of 84.41 feet to a point on the arc of a non-tangent curve, concave to the Northeast (a radial line through said point bears South 76°53'17" West from the radius point of the next described curve);

THENCE Southeasterly on the arc of said curve having a radius of 520.73 feet, a central angle of 28°04'34" and an arc distance of 255.17 feet to an intersection with a non-tangent line;

Prepared by
CALVIN GORDIANO & ASSOCIATES, INC
Two Oakland Blvd., Suite 110
Hollywood, Florida
Revised January 19, 1993
P:\Projects\4171794\Survey\Legal\Description\SD20 Index

Sheet 1 of 3 Sheets

EXHIBIT "A"
Sheet 1 of 3

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THENCE North 88°20'01" East, a distance of 287.92 feet to a point on said West right-of-way line of Flamingo Road;

THENCE South 01°39'59" East on said West right-of-way line, 340.03 feet to the POINT OF BEGINNING;

Said lands lying in the City of Pembroke Pines, Broward County, Florida and containing 694,068 square feet (15.9336 acres) more or less.

SURVEY NOTES:

1. Not valid without the signature and original raised seal of a licensed Florida Surveyor and Mapper.
2. Lands shown hereon were not abstracted, by the Surveyor, for ownership, easements, rights-of-way or other matters that may exist in the Public Records of Broward County, Florida.
3. Bearings shown hereon are relative to the Plat of PEMBROKE FALLS PHASE 1, recorded in Plat Book 159, Page 12, Broward County Records, with the East line of Section 11-51-40 bearing South 01°39'59" East.
4. Attached sketch does not represent a boundary survey.



Date: 1-21-98

Gregory J. Clements
Professional Surveyor and Mapper
Florida Registration Number 4479

BK27727PG1158

Prepared by:
CALVIN GOLDMAN & ASSOCIATES, INC.
Two Calverton Blvd., Suite 120
Highwood, Florida
Revised February 19, 1998

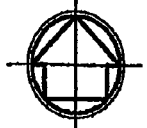
P:\Projects\97194\Survey\Legal\Description\3500 Index

Sheet 2 of 3 Sheets

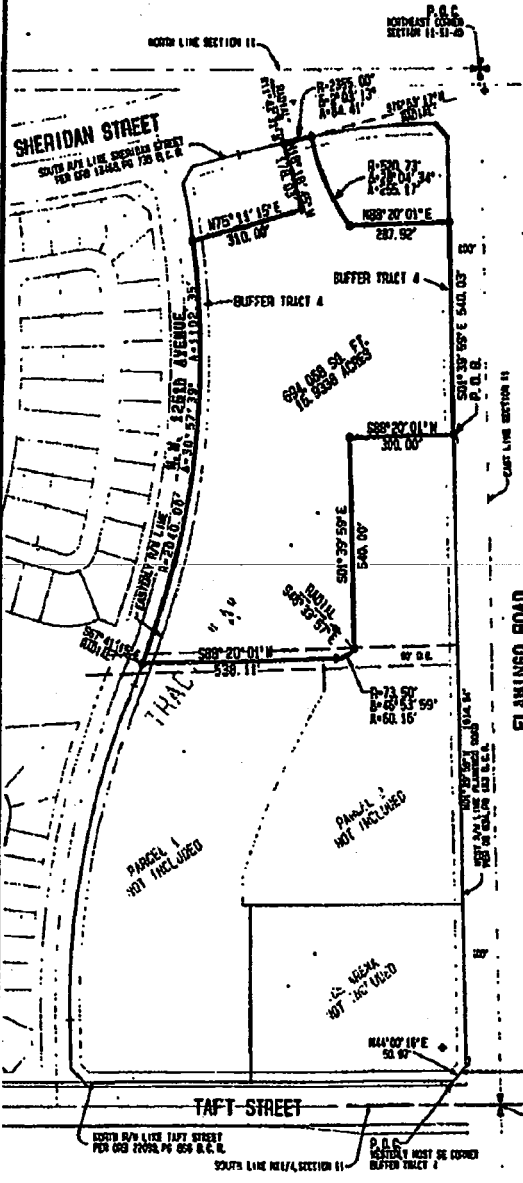
EXHIBIT "A"
Sheet 2 of 3

SKETCH OF DESCRIPTION

A PORTION OF FLAMING FALLS PLAZA
 PORTION OF TRACT A AND OF BUFFER TRACT 4
 PEMBROKE FALLS PHASE I
 CITY OF PEMBROKE PINES, BROWARD COUNTY, FLORIDA



SCALE: 1"=300'



- SURVEYOR'S NOTES**
1. Reproductions of this sketch are not valid unless sealed with an abridged Surveyor's seal.
 2. Lands shown hereon are not abstracted for right-of-way, easements, covenants, or other instruments of record, by the Surveyor.
 3. Bearings shown hereon are relative to the plat of PEMBROKE FALLS PHASE I, recorded in Plat Book 159, page 12, Broward County Records with the East line of Section 11-41-40 bearing S 89° 23' 53\"/>

- LEGEND:**
- A ARE LENGTH
 - B.C.R. BROWARD COUNTY RECORDS
 - DB DEED BOOK
 - Δ DELTA ANGLE
 - DOB OFFICIAL RECORDS BOOK
 - P.O.C. POINT OF COMMENCEMENT
 - P.C.P. POINT OF CORNER
 - PG PAGE
 - PD RADIUS DISTANCE
 - R/R RIGHT-OF-WAY
 - SQ.FT. SQUARE FEET

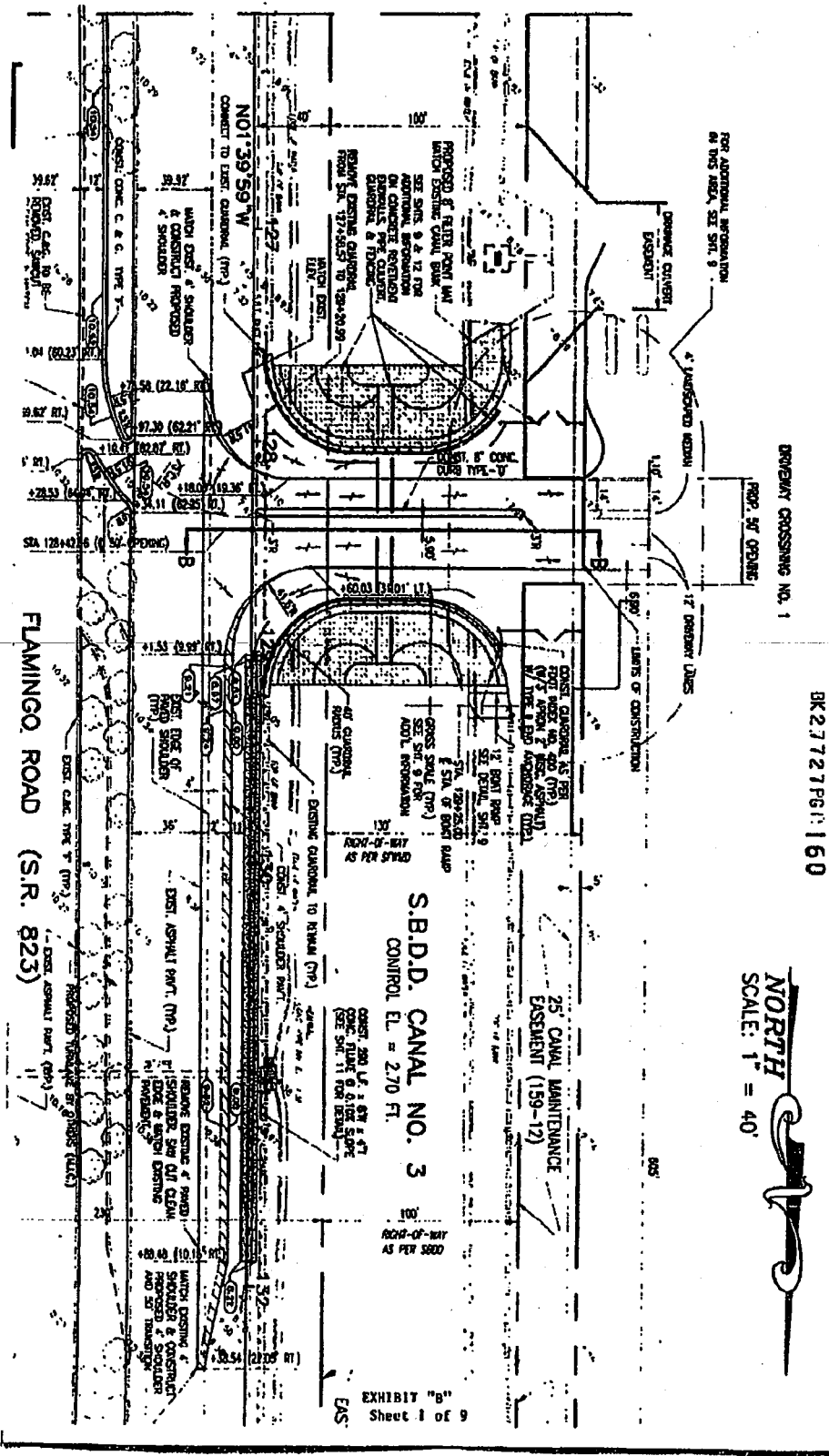
BK 2727PG 159

EXHIBIT "A"
 Sheet 3 of 3
 PROJECT NO. 97-1794 CAD FILE: 971794s.k SHEET 3 OF 3 SHEETS

REVISION	OWN	DATE	FR/PB
SKETCH AND DESCRIPTION	GJC	07/31/97	NA
REVISE SKETCH & DESCRIPTION	BAS	01/28/99	NA



Calvin, Giordano & Associates, Inc.
 Engineers Surveyors Planners
 2 Oakland Boulevard Suite 120
 Hollywood, Florida 33020
 954.921.7781 954.921.8897 Fax
 Certificate of Authorization No. 6781



PROJ. 27 OPENING

DRYING CROSSING NO. 1

NORTH
SCALE: 1" = 40'

EXHIBIT "b"
Sheet 1 of 9
EAS

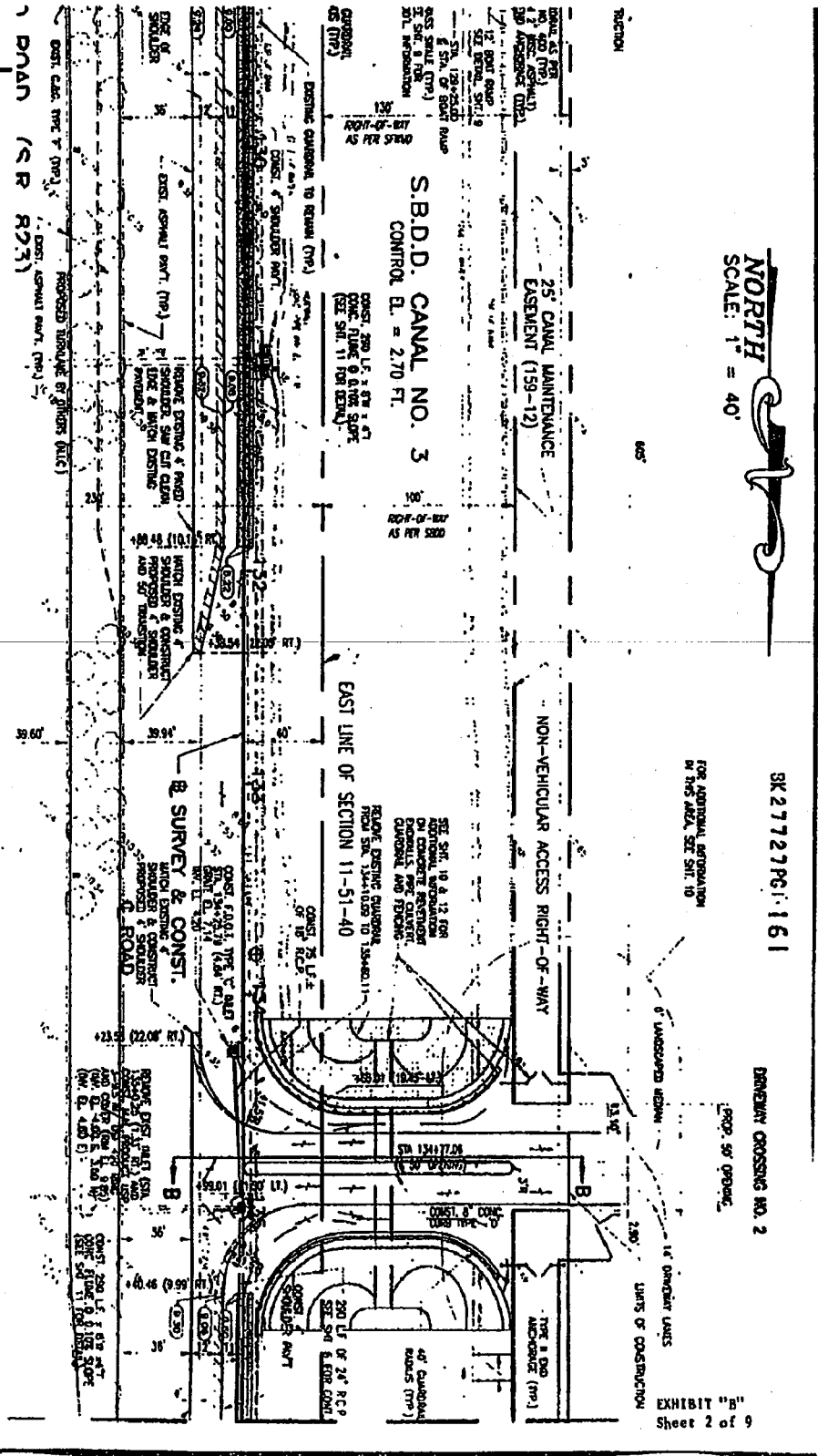
NORTH
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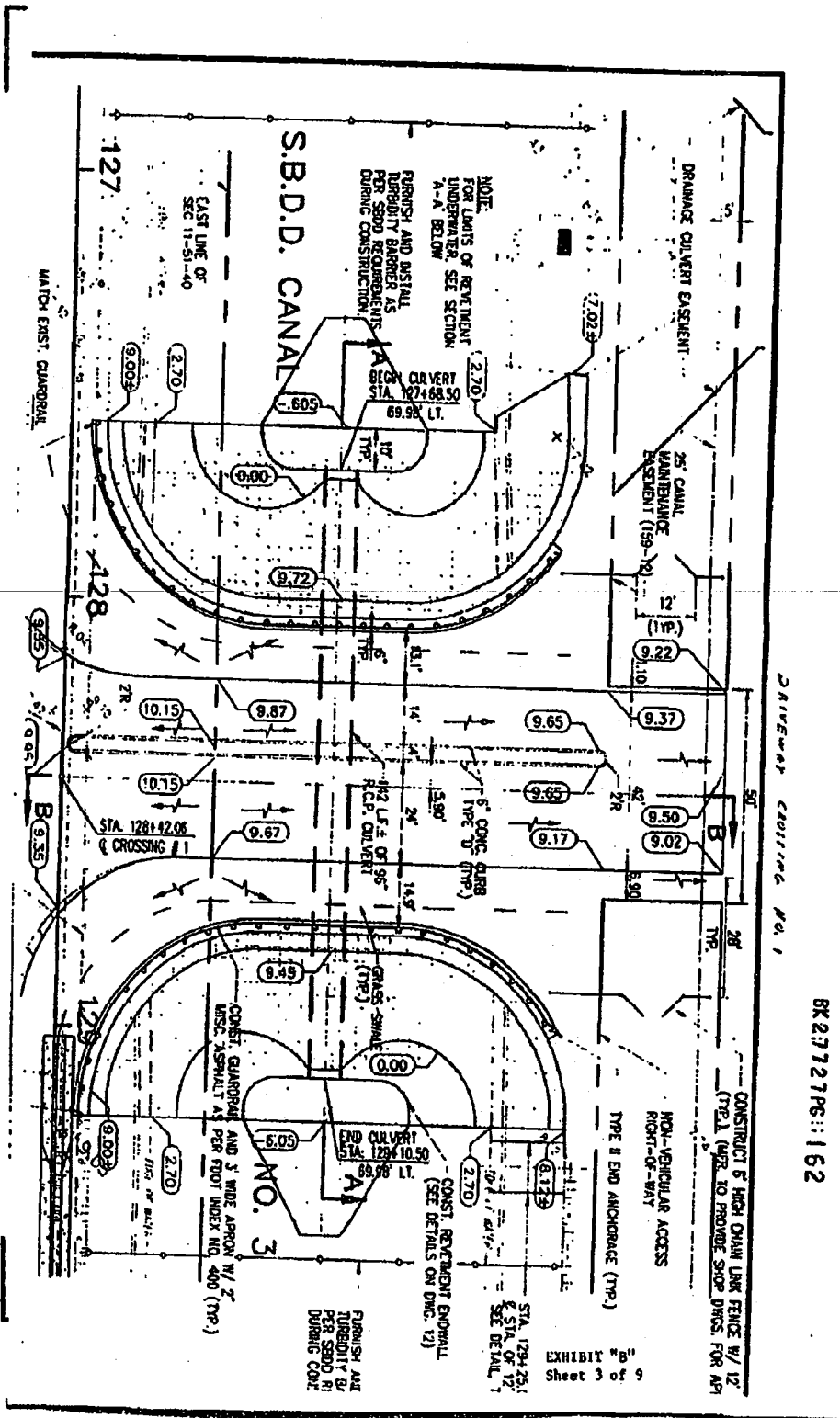
SR 27727 PC: 161

DRAINAGE CROSSING NO. 2

PROP. BY PROJECT

EXHIBIT "B"
Sheet 2 of 9





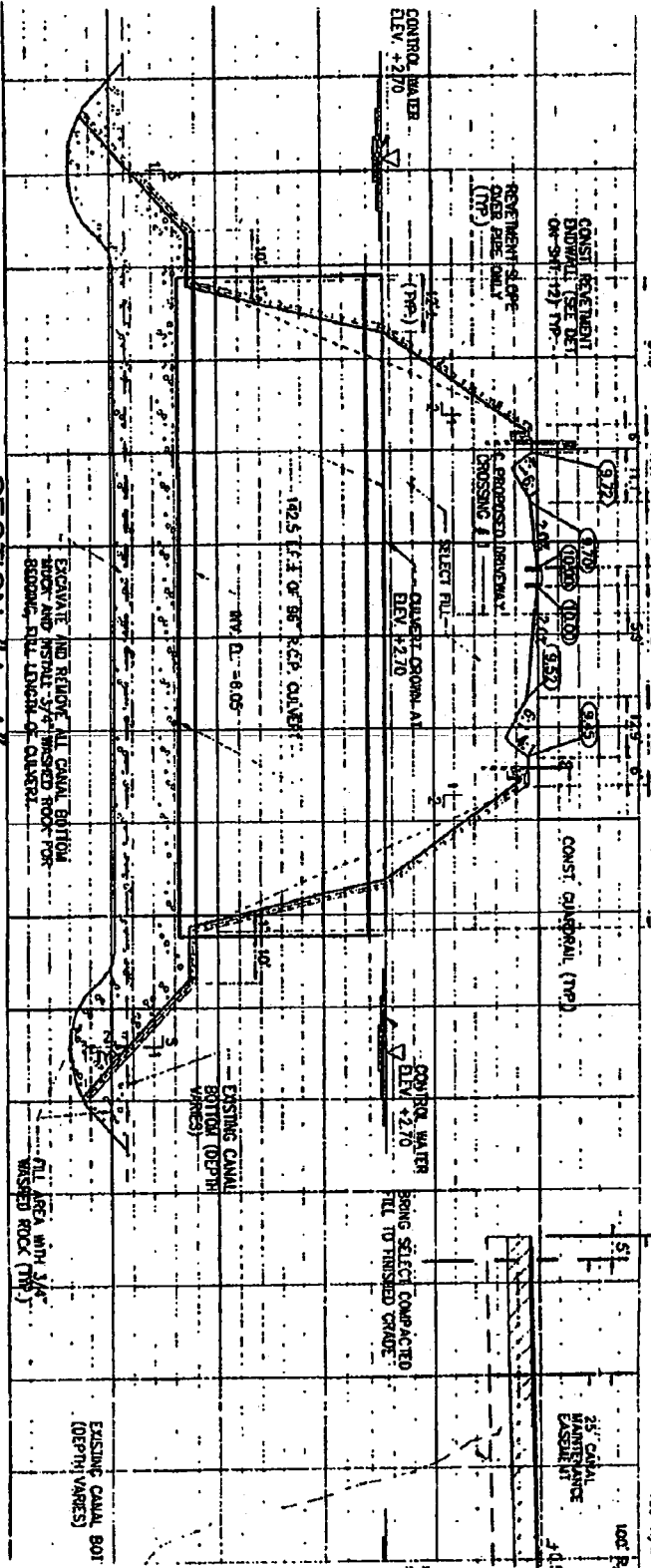
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BR27727681163

B SURVEY & CONST. FLAMINGO ROAD (S.R. 823)

PLAN & W.P. 3 & 4
1" = 200' L.S. CONCRETE RISE
(SEE SHEETS 4 & 11 FOR
CONT. AND DETAIL)

70'
WEST RIGHT-OF-WAY
150' R/W



SECTION A-A

SCALES: 1"=20' HORIZ., 1"=4' VERT.

DESCRIPTION	DATE	BY	DESCRIPTION

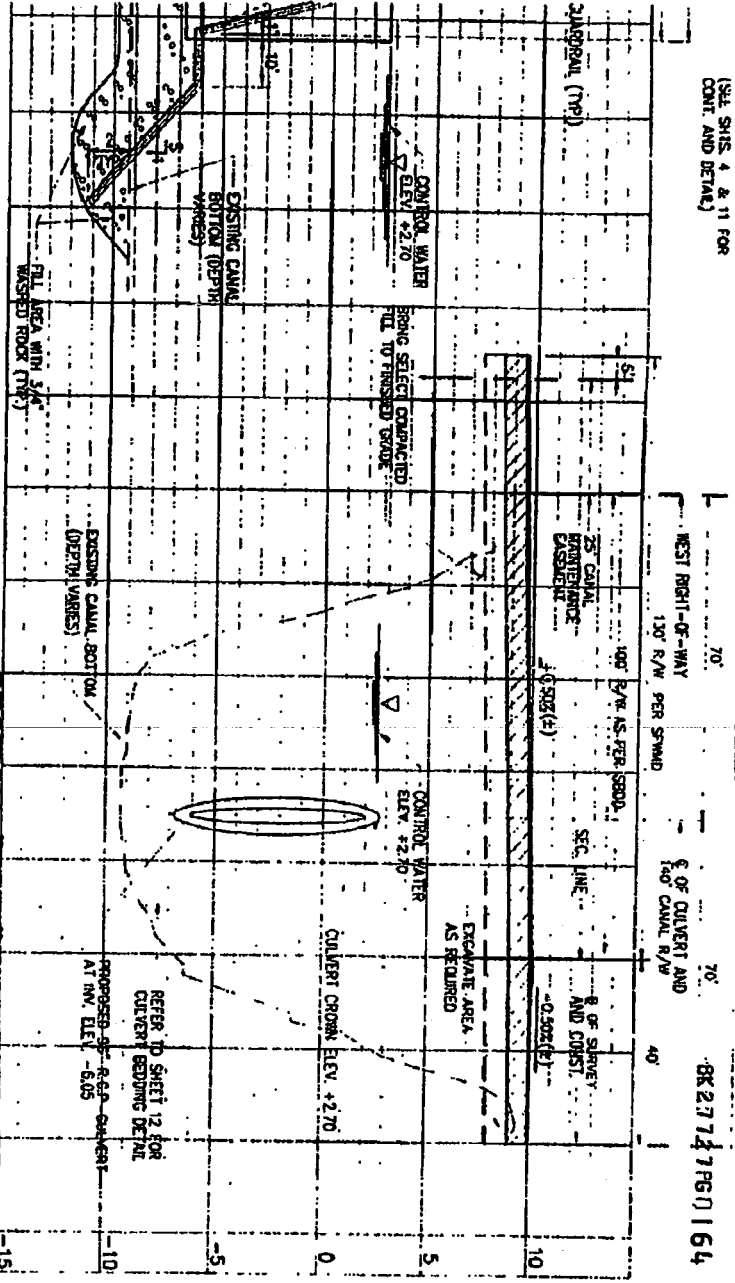


PISTORINO & ALAM
CONSULTING ENGINEERS, INC.
1111 S.W. 15th Ave., Suite 1111
Miami, Florida 33135
Tel: (305) 371-2200 Fax: (305) 371-2201

Berry & Scavina
SURVEYORS - PLANNERS
1111 S.W. 15th Ave., Suite 1111
Miami, Florida 33135
Tel: (305) 371-2200 Fax: (305) 371-2201

EXHIBIT "B"
Sheet 4 of 9

(SEE SHEETS 4 & 11 FOR
CONT. AND DETAIL)



70' WEST RIGHT-OF-WAY
100' R/W PER SPWD
70' OF CULVERT AND
100' CAVIL R/W
70' OF SHOULDER
AND CURB
40'

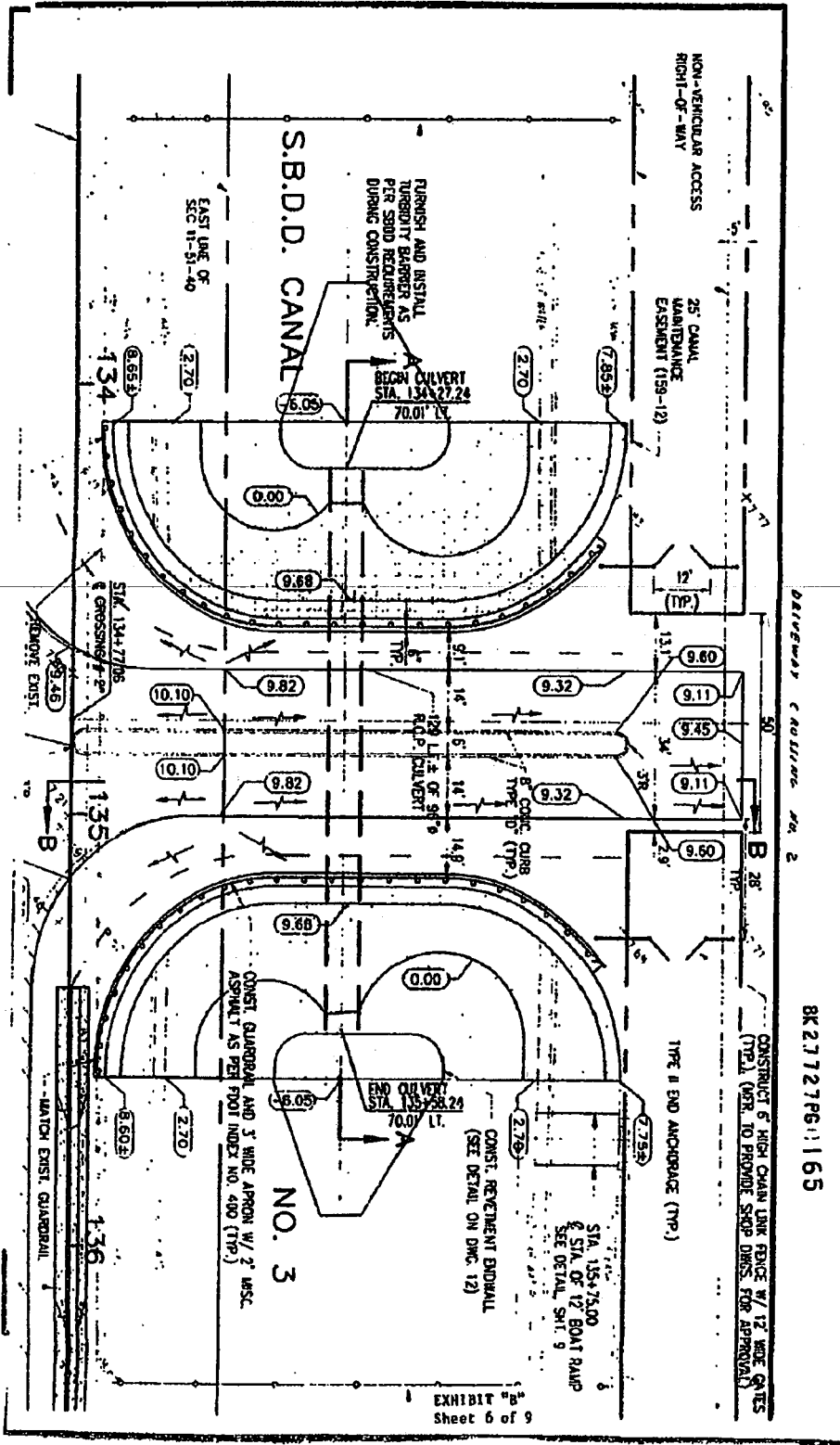
TYPICAL BOX

EXHIBIT "B"
Sheet 5 of 9

<p>PISTORINO & ALAW CONSULTING ENGINEERS, INC. 4601 SW 5TH AVENUE, SUITE 111 MIAMI, FLORIDA 33155-4200 771-7150</p>		<p>Berry & Edwin ENGINEERS & PLANNERS BUYER'S REPRESENTATIVE 4601 SW 5TH AVENUE, SUITE 111 MIAMI, FLORIDA 33155-4200 771-7150</p>	
DATE	BY	DATE	BY
APPROVED BY:		APPROVED BY:	
DATE:		DATE:	

FLAMINGO FALLS, INC.

CULVERT CROSS SECTION

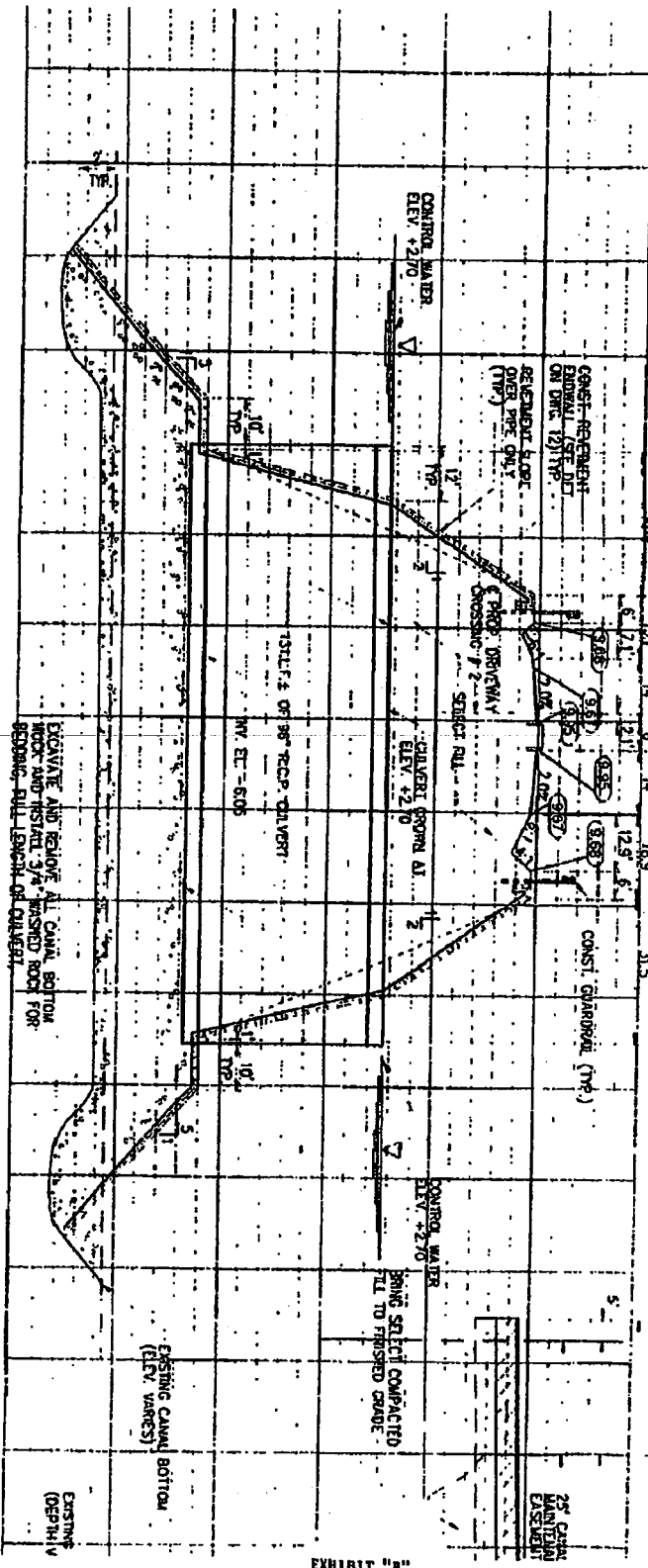


B SURVEY & CONST. ^{INC.} (9.55)

FLAMINGO ROAD (S.R. 823)

BR 217121PG-1166

NEW 8' WIDE x 4' THICK
x 290 L.F. CONCRETE FLUME
SEE SHTS. 5, 6 & 11 FOR
CONT. AND DETAIL



SECTION "A-A"
 SCALES: 1"=20' HORIZ., 1"=4' VERTI.

GR	DESCRIPTION	REVISIONS	DATE	BY	DESCRIPTION

Pistorno & Alam
 CONSULTING ENGINEERS, INC.
 6400 S.W. 87TH AVENUE SUITE 1111
berryBeal
 ENGINEERS SURVEYORS

EXHIBIT "B"
 Sheet 7 of 9

FORINO & ALAM
 ENGINEERS, INC.
 1111 N. W. 11th St., Ft. Lauderdale, FL 33304
 Phone 312-1200, 278-2110

betty & edvin
 ENGINEERS, INC.
 SUPERVISOR: P. LAWRENCE
 1111 N. W. 11th St., Ft. Lauderdale, FL 33304
 Phone 312-1200, 278-2110

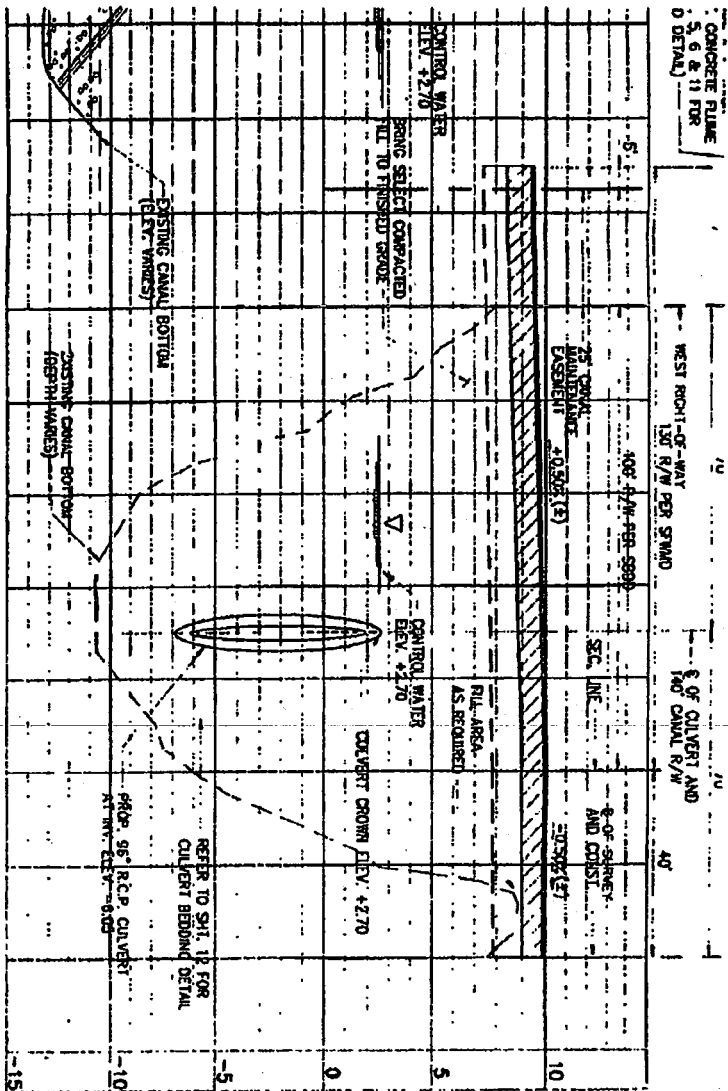
NO.	DATE	BY	REVISION
1	MAR 87	MDJ	ISSUED FOR PERMITS
2	MAR 87	MDJ	REVISED PER COMMENTS

SUPERVISED BY: JOHN C. FENICHOSS, P.E.

FLAMINGO FALLS, INC.
 APPROVED BY: _____ DATE: _____

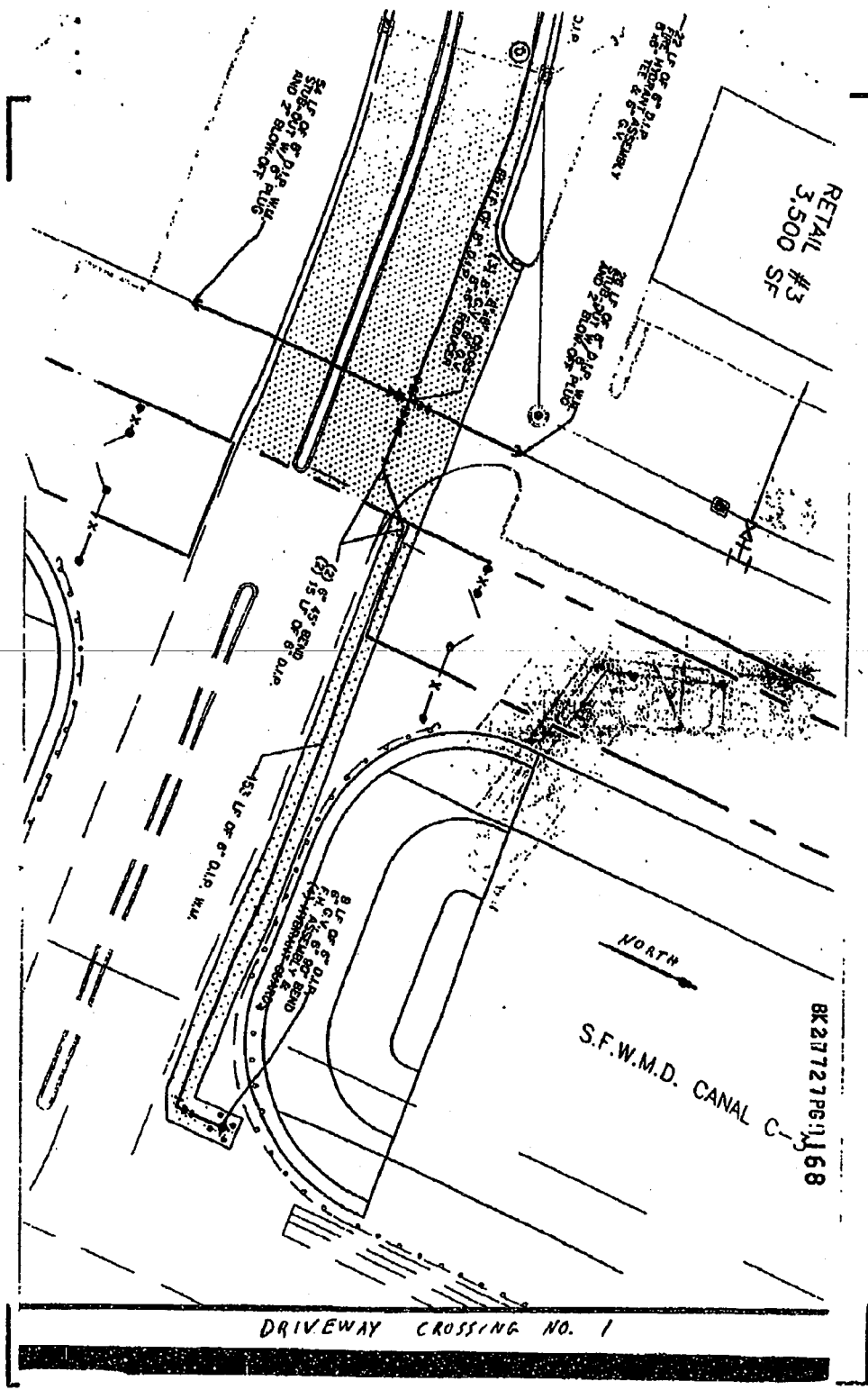
FLAMINGO
 CULVERT PL/

SECTION "B-B"
 SCALES: 1"=20' HORIZ., 1"=4' VERT.



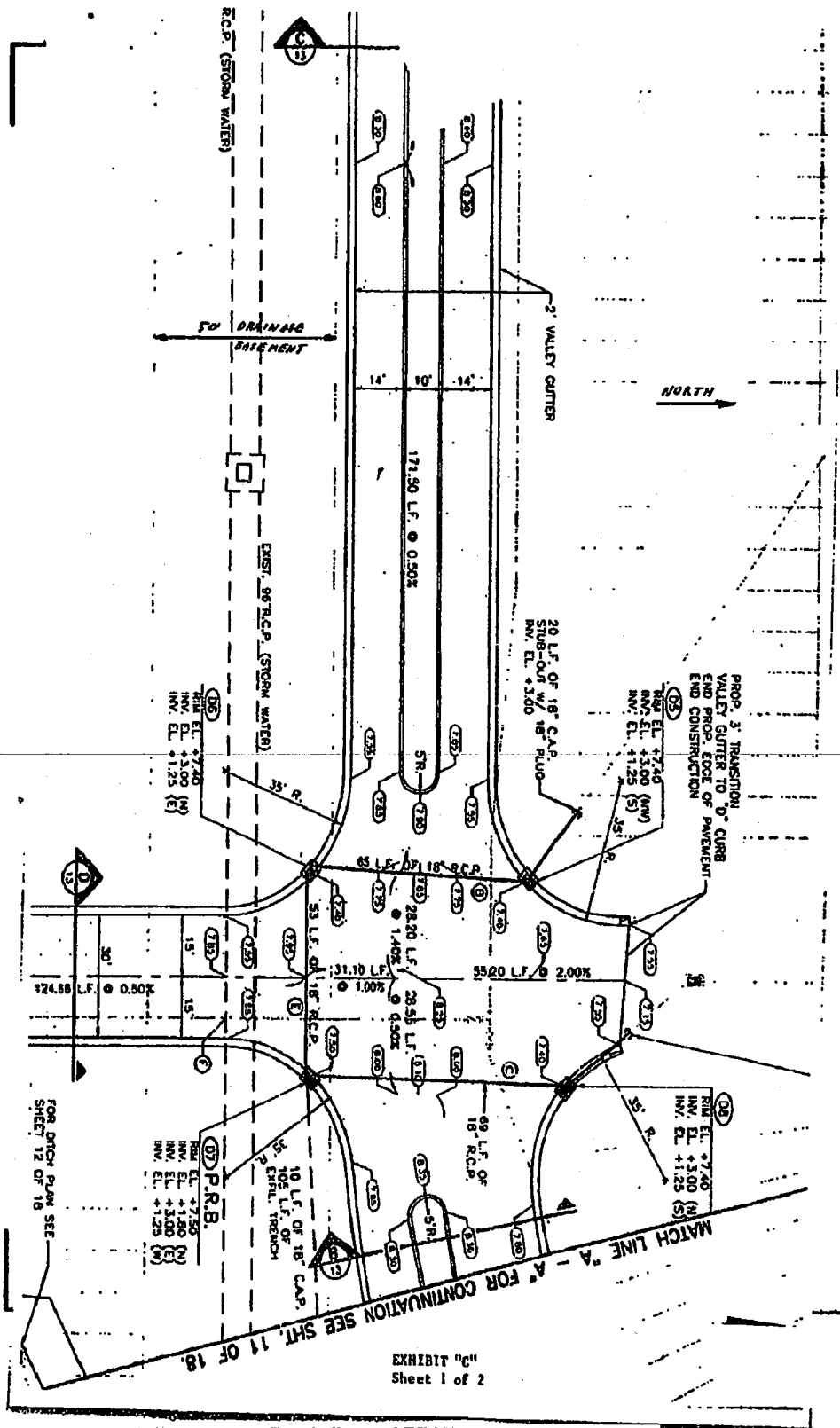
BK 27727196 0167

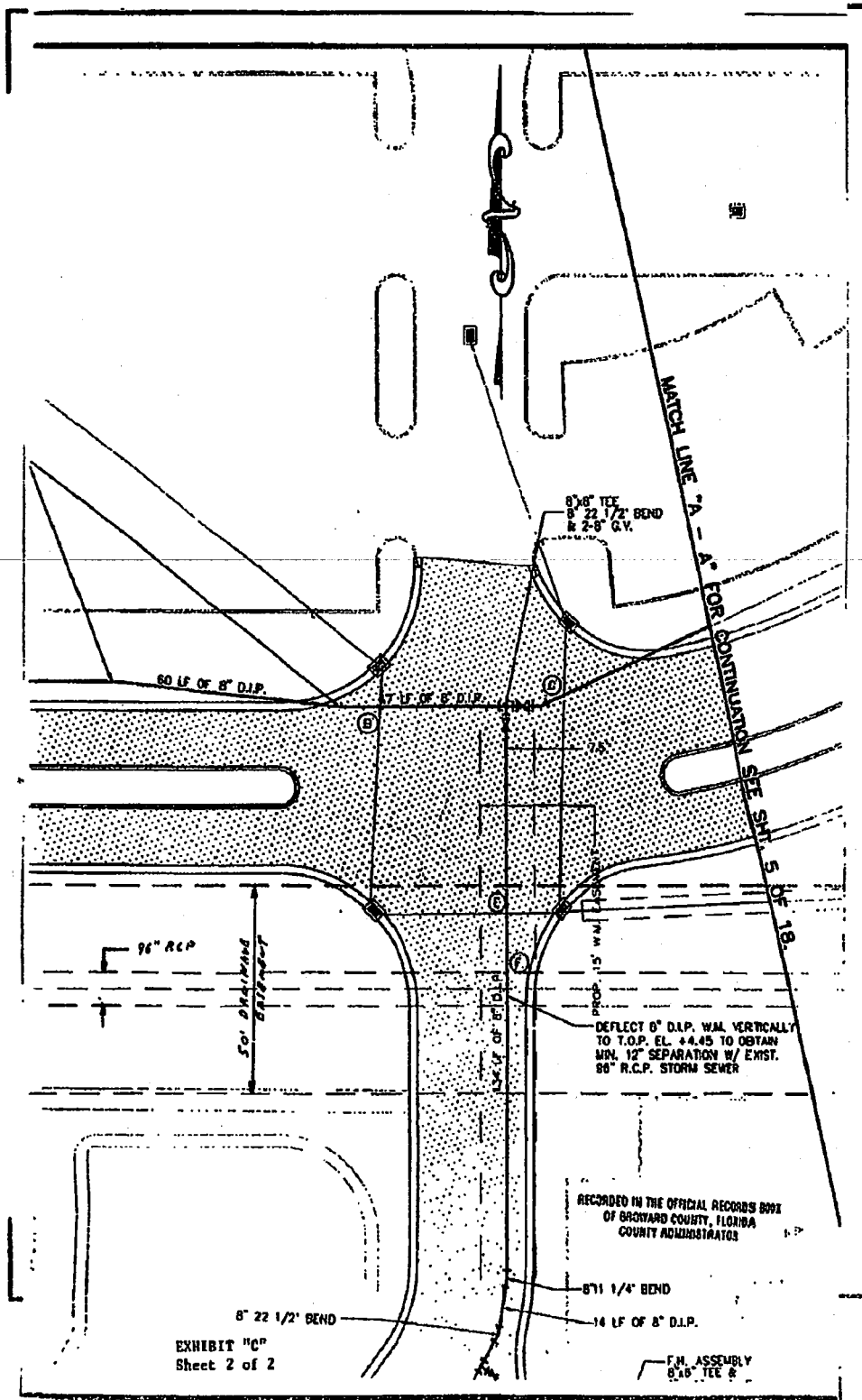
EXHIBIT "B"
 Sheet 8 of 9



DRIVEWAY CROSSING NO. 1

EXHIBIT "g"
Sheet 9 of 9





Prepared by: **DOUGLAS R. BELL, ESQUIRE**
CUMBERLAND BUILDING, SUITE 601
800 EAST BROWARD BOULEVARD
FORT LAUDERDALE, FLORIDA 33301



INSTR # 100113218
OR BK 30292 PG 0686
RECORDED 02/29/2000 02:14 PM
COMMISSION
BROWARD COUNTY
DEPUTY CLERK 1927

Ba # 22

AMENDMENT TO INDEMNIFICATION AND
FLAMINGO ROAD CANAL CROSSING AGREEMENT

THIS AMENDMENT TO INDEMNIFICATION AND FLAMINGO ROAD CANAL CROSSING AGREEMENT (AMENDMENT), made and entered into this 27 day of JANUARY, 2000, by and between SOUTH BROWARD DRAINAGE DISTRICT, a political subdivision of the State of Florida, whose address is 6591 Southwest 160th Avenue, Davie, Florida 33331, hereinafter referred to as "District", and FLAMINGO FALLS, INC., ("FFI") a Florida corporation, whose address is 2419 East Commercial Boulevard, Suite 301, Fort Lauderdale, Florida 33308-4042, and REALTY INCOME CORPORATION, ("RIC"), a Maryland corporation doing business in Florida as REALTY INCOME PROPERTIES, INC., whose address is 220 West Crest Street, Escondido, California 92025 hereinafter together referred to as "Owner".

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

RETURN TO: STEVEN W. SIMON, ESQ.
801 BRICKELL AVE., #1901
MIAMI, FL 33131

WHEREAS, FFI is the owner of certain property within the boundaries of the District which is described on Exhibit "A" attached hereto and RIC is the owner of certain property within the boundaries of the District which is described on Exhibit "B" attached hereto (hereinafter together referred to as "Subject Property"); and

WHEREAS, by that certain Indemnification and Flamingo Road Canal Crossing Agreement ("Agreement") dated January 29, 1998, by and between District and FFI, the District granted a variance to Owner for the purpose of allowing Owner to utilize the District's Flamingo Road canal right-of-way and canal maintenance easement for constructing, operating and maintaining two (2) culvert crossings, boat ramps, fence, guardrails, a six (6) inch water line and fire hydrant, therein and herein referred to as "Canal Improvements"; and

WHEREAS, the Agreement was recorded in the Broward County Public Records at Official Records Book 27727, Page 0146; and

WHEREAS, Owner has determined that canal reservations as set forth in Deed Book 49, Page 213 of the Public Records of Dade County, Florida as affected by Partial Release recorded in Official Records Book 22978, Page 612 of the Public Records of Broward County, Florida and which were transferred to District by mesne instruments extend thirty feet into Subject Property, said canal reservations being located along the east thirty (30) feet of Subject Property (hereinafter referred to as "Canal Reservations"); and

WHEREAS, Owner desires a variance from District, for itself, its successors and assigns, for the purpose of allowing ingress and egress to and from Flamingo Road and for

consenting to the construction and use of the Canal Improvements over, across and within the Canal Reservations; and

WHEREAS, the District and Owner are desirous of entering into an amendment to the Agreement to provide to Owner, their successors and assigns, tenants, sub-tenants, licensees, contractors and employees access over the Canal Reservations to and from Flamingo Road and to and from the Subject Property, including, without limitation, the Subject Property not encumbered by the Canal Reservations; and

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

1. The foregoing statements are true and correct and are incorporated herein by reference as though set forth verbatim.
2. The District is, as to the Canal Reservations, the successor in interest to the Trustees of the Internal Improvement Fund.
3. District agrees to allow and authorize Owner and/or Owner's successors and assigns to utilize the Canal Reservations for ingress and egress, to and from Subject Property from and to Flamingo Road and for construction, repair, maintenance, replacement and use of the Canal Improvements.
4. All provisions of the Agreement which apply to the canal right-of-way, canal maintenance easement and/or drainage easement described therein shall apply to the

-3-

PREPARED BY DOUGLAS R. BELL, ESQUIRE, 800 EAST BROWARD BOULEVARD, SUITE 601, FORT LAUDERDALE, FLORIDA 33301

Canal Reservations as applicable.

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

6. Owner shall reimburse District and shall pay for all reasonable costs incurred by District incidental to entering into this Amendment, including, but not limited to, engineering fees, surveying costs, attorney's fees, recording costs and any other necessary expenses.

7. All provisions of the Agreement shall remain in full force and effect and the terms and provisions of this Amendment shall be in addition to the terms and conditions and provisions of the Agreement.

8. This Amendment shall be recorded in the Public Records of Broward County, Florida with Owner to pay the full cost thereto.

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)

Pamela Walsh
Witness Signature |

PAMELA WALSH
Witness Printed Name |

Douglas R. Bell
Witness Signature |

DOUGLAS R. BELL
Witness Printed Name

Leonard Miller
By: Leonard Miller, President

Attest:
Ronald E. Corbitt, Jr.
Ronald E. Corbitt, Jr., Secretary



[Signature]
Witness Signature 1

Krista Kersey
Witness Printed Name 1

[Signature]
Witness Signature 1
RICK N. STOCKAMORE

Witness Printed Name 1

"Owner"
(FLAMINGO FALLS, INC., a Florida corporation)

[Signature]
By: John H. Stockamore, President

[Signature]
Witness Signature 1

Jenette S. O'Brien
Witness Printed Name 1

[Signature]
Witness Signature 1

Jeremy L. Just
Witness Printed Name 1

"Owner"
(REALTY INCOME CORPORATION, a Maryland corporation d/b/a in Florida REALTY INCOME PROPERTIES, INC.)

[Signature]
By: Michael R. Reiter, its E.V.P., Gen Counsel & Sec.

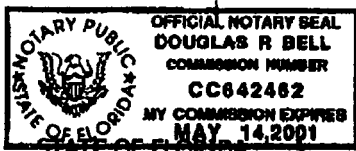
Approved As To Form
Legal Department
[Signature]

STATE OF FLORIDA)
)§
COUNTY OF BROWARD)

The foregoing Amendment to Agreement was acknowledged before me this 27th day of January, 2000, by LEONARD MILLER and RONALD E. CORBITT, JR., as President 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 27th day of January, 2000.

NOTARY SEAL AND STAMP



[Signature]
NOTARY PUBLIC: STATE OF FLORIDA AT LARGE

STATE OF FLORIDA)
)§
COUNTY OF BROWARD)

The foregoing Amendment to Agreement was acknowledged before me this 9 day of February, 2000, by JOHN H. STOCKAMORE, as President of FLAMINGO FALLS, INC., a Florida corporation, as Owner who: (is personally known to me) (has produced _____ as identification)

WITNESS my hand and official seal in the county and state last aforesaid this 9 day of February, 2000.

NOTARY SEAL AND STAMP



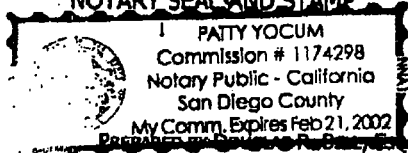
[Signature]
NOTARY PUBLIC: STATE OF FLORIDA AT LARGE

STATE OF _____)
)§
COUNTY OF _____)

The foregoing Amendment to Agreement was acknowledged before me this 15th day of February, 2000, by Michael R. Pfeiffer, as E.V.P., Gen Counsel of REALTY INCOME CORPORATION, a Maryland corporation d/b/a in Florida REALTY INCOME PROPERTIES, INC., as Owner who: (is personally known to me) (has produced _____ as identification).

WITNESS my hand and official seal in the county and state last aforesaid this 15th day of February, 2000.

NOTARY SEAL AND STAMP



[Signature]
NOTARY PUBLIC: STATE OF _____

**LAND DESCRIPTION
A PORTION OF FLAMINGO FALLS PLAZA
S.B.D.D. INDEMNIFICATION AGREEMENT**

A portion of Tract A and a portion of Buffer Tract 4, PEMBROKE FALLS PHASE 1, according to the Plat thereof as recorded in Plat Book 159, Page 12 of the Public Records of Broward County, Florida and being more particularly described as follows:

COMMENCE at the Westerly most Southeast corner of said Buffer Tract 4;

THENCE North $44^{\circ}00'16''$ East, on the Easterly line of said Buffer Tract 4, a distance of 50.07 feet to the intersection with the West right-of-way line of Flamingo Road as described in Deed Book 634, Page 183 of the Public Records of Broward County, Florida;

THENCE North $01^{\circ}39'59''$ West, on said West right-of-way line, 1614.94 feet to the POINT OF BEGINNING;

THENCE South $88^{\circ}20'01''$ West, a distance of 300.00 feet;

THENCE South $01^{\circ}39'59''$ East, a distance of 540.00 feet to a point on the arc of a non-tangent curve, concave to the Northwest (radial line to said point bears South $48^{\circ}33'57''$ East from the radius point to the next described curve);

THENCE Southwesterly on the arc of said curve having a radius of 73.50 feet, a central angle of $46^{\circ}53'59''$, and an arc distance of 60.16 feet to a Point of Tangency;

THENCE South $88^{\circ}20'01''$ West, a distance of 538.11 feet to a point on the arc of a non-tangent curve, concave to the Northwest (radial line to said point bears South $67^{\circ}41'15''$ East from the radius point of the next described curve) said point also lying on the Easterly right-of-way line of Northwest 125th Avenue as shown on said Plat of PEMBROKE FALLS PHASE 1;

THENCE Northeasterly on said Easterly right-of-way line and on the arc of said curve having a radius of 2040.00 feet, a central angle of $30^{\circ}57'39''$, and an arc distance of 1102.35 feet to an intersection with a non-tangent line;

THENCE North $75^{\circ}11'15''$ East, a distance of 310.00 feet;

THENCE North $18^{\circ}18'45''$ West, a distance of 178.03 feet to a point on the South right-of-way line of Sheridan Street as described in Official Records Book 13468, Page 738 of the Public Records of Broward County, Florida said point being located on the arc of a curve concave to the Southeast (a radial line through said point bears North $11^{\circ}43'31''$ West from the radius point of the next described curve);

THENCE Northeasterly on said Southerly right-of-way line and on the arc of said curve having a radius of 2355.00 feet, a central angle of $02^{\circ}03'13''$, and an arc distance of 84.41 feet to a point on the arc of a non-tangent curve, concave to the Northeast (a radial line through said point bears South $76^{\circ}53'17''$ West from the radius point of the next described curve);

THENCE Southeasterly on the arc of said curve having a radius of 520.73 feet, a central angle of $28^{\circ}04'34''$ and an arc distance of 255.17 feet to an intersection with a non-tangent line;

THENCE North $88^{\circ}20'01''$ East, a distance of 287.92 feet to a point on said West right-of-way line of Flamingo Road;

THENCE South $01^{\circ}39'59''$ East on said West right-of-way line, 540.03 feet to the POINT OF BEGINNING; LESS the Fitness Center Parcel described on Exhibit B

EXHIBIT "A"

FITNESS CENTER PARCEL

A Portion of Buffer Tract 4 and a portion of Tract A, PEMBROKE FALLS PHASE 1, according to the plat thereof as recorded in Plat Book 159, Page 12 of the Public Records of Broward County, Florida and being more particularly described as follows:

Commence at the Westerly most Northwest corner of said Buffer Tract 4, said point being located on the Easterly right-of-way line of Northwest 125th Avenue as shown on said PEMBROKE FALLS PHASE 1 and on the arc of a curve concave to the West (a radial line through said point bears North 77° 12' 07" East from the radius point of the next described curve);

Thence Southerly on said Easterly right-of-way line and on the arc of said curve having a radius of 2,040.00 feet, through a central angle of 20° 07' 47" an arc distance of 716.71 feet to the POINT OF BEGINNING;

Thence North 88° 20' 01" East, 440.00 feet;

Thence South 01° 39' 59" East, 263.24 feet to the beginning of a tangent curve concave to the Northeast;

Thence Southerly on the arc of said curve having a radius of 220.00 feet, through a central angle of 35° 38' 34" an arc distance of 136.86 feet to a point on the arc of a non-tangent curve concave to the Southeast (a radial line through said point bears North 51° 23' 07" West from the radius point of the next described curve);

Thence Southwesterly on the arc of said curve having a radius of 98.50 feet, through a central angle of 03° 43' 20" an arc distance of 6.40 feet to a point of tangency;

Thence South 34° 53' 33" West 23.58 feet to the beginning of a tangent curve concave to the Northwest;

Thence Southwesterly on the arc of said curve having a radius of 48.50 feet, through a central angle of 41° 32' 12" an arc distance of 35.16 feet to point of tangency;

Thence South 76° 25' 45" West 84.55 feet to the beginning of a tangent curve concave to the North;

Thence Westerly on the arc of said curve having a radius of 400.00 feet through a central angle of 11° 54' 16" an arc distance of 83.11 feet to a point of tangency;

Thence South 88° 20' 01" West 398.51 feet to the intersection with said Easterly right-of-way line of Northwest 125th Avenue, said point being located on the arc of a non-tangent curve concave to the West (a radial line through said point bears South 69° 12' 56" East from the radius point of the next described curve);

Thence Northerly on said Easterly right-of-way line and on the arc of said curve having a radius of 2040.00 feet, through a central angle of 13° 27' 10" an arc distance of 478.98 feet to the POINT OF BEGINNING.

Said lands lying in the City of Pembroke Pines, Broward County, Florida.

C:\Comp\FY5AT\DOC\SURVELL\278-45\Browd Fitness Center Parcel Legal.dwg

EXHIBIT "B"

MEMORANDUM

DATE: May 21, 2015
TO: South Broward Drainage District Commissioners
FROM: Kevin M. Hart, P.E.
District Director
Subject: Request to Purchase New Vehicle

Comments:

SBDD staff has 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 2015 Ford Transit T-250 Cargo Van (R1Z). The lowest price available for the purchase of a new 2015 Ford Transit T-250 Cargo Van is through the Florida Sheriff's Association Contract in the amount of \$19,758.00. 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.

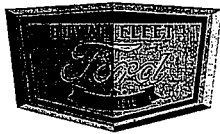
SBDD has researched other pricing options for a comparable 2015 Cargo Van, and determined that the pricing through the Florida Sheriff's Association Contract is the most economical option. Informal pricing obtained from other local car/truck dealers exceeded \$32,000 in price.

I am requesting approval for the District to purchase a 2015 Ford Transit T-250 Cargo Van from Duval Ford Fleet Sales under the Florida Sheriff's Association Contract in the amount of \$19,758.00. The vehicle will be outfitted with additional options including a trailer towing package; spare tire and rim; back-up alarm; ladder rack; and service interior bins; and a 2-way radio. The total amount of the optional items is \$5,103.00. The total cost for the new vehicle, including all optional items is \$24,861.00.

Financial impacts to this Agenda Item: The purchase of the new vehicle will be funded through the General Operating Account as part of the District's 2014-2015 budget.

This is to request approval for the purchase of a 2015 Ford Transit T-250 Cargo Van in the total amount of \$24,861.00. Funding for this project will come from the SBDD General Operating Account as part of the 2014-2015 Budget.

KH
Attachments



SOUTH BROWARD DRAINAGE DISTRICT

Prepared for:	Contract Holder	DATE:
SOUTH BROWARD DRAINAGE DISTRICT	Duval Ford Fleet Sales	5/13/15
JOE CERTAIN	MATT FORTE	
854-680-3337	(Work) 904-388-2144	
JOE@SBDD.ORG	(Fax) 904-387-6816	
	(Cell) 904-505-9682	
	MATTFORTE@duvalfleet.com	
	1616 Cassat Ave, Jax, FL 32210	

PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL



I appreciate your interest and the opportunity to quote. Prices are published by the Florida Sheriff's Association/ Florida Association of Counties & Florida Fire Chiefs' Association Automotive Contract #14.22.0904 chassis / 14.22.0904. (www.fisheriffs.org) If you have any questions regarding this quote please call! Vehicle will be ordered white exterior unless specified on purchase order.

Labor	Code	Equipment	Price
0	SPEC 32	2015 FORD TRANSIT T-250 CARGO VAN (R1Z)	\$ 19,758.00
0	53B	TRAILER TOWING PACKAGE	\$ 464.00
0	51D	SPARE TIRE AND RIM	\$ 249.00
0	43B	BACKUP ALARM	\$ 124.00
0	FFLR	LADDER RACK	\$ 1,570.00
0	COMMVAN	SERVICE INTERIOR BINS	\$ 2,696.00
0	YZ	OXFORD WHITE EXT	
0	VK	VINYL INT	
0			
0			
0	LABOR	Total labor hours per spec. Includes wire, loom, connectors, PDI and shop supplies:	\$90 \$ -
UNIT COST			\$ 24,861.00
TOTAL QUANTITY		1	TOTAL PURCHASE \$ 24,861.00

MEMORANDUM

DATE: May 21, 2015

TO: South Broward Drainage District Commissioners

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

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

Comments:

SBDD recently completed work on the following CIP projects as noted:

- Rebuild One Engine Each at the S-1 Pump Station and S-7 Pump Station – 100% Complete
- Rebuild Two Gear Drives at the S-4/S-5 Pump Station – 100% Complete
- Purchase New Gear Drive for the S-1 Pump Station – 100% Complete
- Emergency By-Pass Culvert and Sluice Gate at the S-1 Pump Station – 100% Complete

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

Rebuild One Engine Each at S-1 Pump Station
and S-7 Pump Station

*Approved Contract Amount =	\$52,650.00
Final Contract Amount =	\$50,659.67

*Contract Amount included a \$5,000 Allowance

Rebuild Two Gear Drives at S-4/S-5 Pump Station

Approved Contract Amount =	\$14,000.00
Final Contract Amount =	\$14,000.00

Purchase New Gear Drive for the S-1 Pump Station

Purchase Order Amount =	\$23,815.00
Final Cost to SBDD =	\$23,815.00

Emergency By-Pass Culvert and Sluice Gate
At the S-1 Pump Station

*Budget Amount	\$85,000.00
Final Cost to SBDD	\$77,456.32

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

Total Amount to be Transferred

\$165,930.99

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

This is to request approval to transfer \$165,930.99 from the SBDD Capital Improvement Committed Account to the SBDD General Operating Account as reimbursement for 2014/2015 CIP projects.

KH

MEMORANDUM

DATE: May 21, 2015
TO: South Broward Drainage District Commissioners
FROM: Kevin M. Hart, P.E.
District Director
Subject: Re-Investment of District Funds

Comments:

The following investment fund is scheduled to mature next month:

1. Broward Bank of Commerce CD - \$247,500 Maturity Date - 6/19/2015

On May 19, 2015, the Finance and Investment Committee met to discuss the District's options for re-investing the cash-on-hand that will be available upon the maturity of this CD. The recommendation from the Finance and Investment Committee is to re-invest these funds in a new 12-month CD at the highest available interest rate.

Financial impacts to this Agenda Item: None; a 12 month cash flow analysis by SBDD staff indicates that the District will have adequate cash-on-hand over the next 12 months.

This is to request approval to re-invest the monies that will become available from a maturing CD investment next month by purchasing a new 12-month CD at the highest available interest rate.

KH
Attachment

SOUTH BROWARD DRAINAGE DISTRICT

SUMMARY OF DISTRICT FUNDS

May 19, 2015

SBDD ASSET ACCOUNTS

FUND	Bank and LGIP Accounts			Investment Accounts	Fund Totals	
	Cash on Hand	Subtotals	Institution			
RESTRICTED						
S-9/10	\$49,533	\$49,533	LGIP		\$49,533	
UNASSIGNED						
* General	\$1,946,652	\$1,912,230	Suntrust Muni Now	\$115,866	CD-Regent Bank	\$2,062,518
		\$34,422	LGIP			
Payroll	\$8,461	\$8,461				\$8,461
COMMITTED						
Capital Improvements	\$565,284	\$565,190	Suntrust Reserve	\$247,988	CD-Stonegate	\$1,541,286
				\$247,414	CD-Landmark	
				\$184,500	CD-Br Bank of Commerce	
				\$43,600	CD-Regent Bank	
				\$247,500	CD-FL Community	
				\$5,000	Israel Bond	
		\$94	LGIP			
Emergency	\$3,245,839	\$2,245,715	Suntrust Reserve-Interest			\$3,245,839
		\$1,000,040	Suntrust Reserve-Credit			
		\$84	LGIP			
Separation	\$160,693	\$160,601	Suntrust Reserve	\$51,048	CD-Bank United	\$274,741
		\$92	LGIP	\$63,000	CD-Br Bank of Commerce	
Totals	\$5,976,462	\$5,976,462		\$1,205,916		\$7,182,378

SBDD LIABILITY ACCOUNT

Fund	Bank and LGIP Accounts			Investment Accounts	Fund Totals	
	Cash on Hand	Subtotals	Institution			
As-Built	\$81,905	\$81,887	Suntrust Paying	\$84,292	CD-Regent Bank	\$712,410
				\$51,213	CD-Bank United	
		\$18	LGIP	\$495,000	Israel Bond	
Total	\$81,905	\$81,905		\$630,505		\$712,410

FUND TOTALS	\$81,905			\$1,836,421		\$7,894,788
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SBDD INVESTMENT SUMMARY

Investment	Recommendation	Investment Amount	Interest Rate	Issue Date	Maturity Date
Br Bnk of Commerce	<i>Rollover</i>	\$247,500	0.52%	6/19/2014	6/19/2015
Israeli Bond		\$500,000	1.31%	8/1/2012	8/1/2015
Stonegate Bank CD		\$247,988	0.40%	8/8/2014	8/8/2015
Landmark CD		\$247,414	0.60%	8/14/2014	8/14/2015
Bank United CD		\$102,261	1.05%	8/26/2014	9/26/2015
Regent Bank CD		\$243,758	0.50%	1/10/2015	1/10/2016
FL Community Bank		\$247,500	0.60%	2/25/2015	2/25/2016
TOTAL OF INVESTMENTS		\$1,836,421			

Jun-15	Aug-15	Sep-15	Jan-16	Feb-16
\$247,500	\$995,402	\$102,261	\$243,758	\$247,500

* General Fund includes \$321,895 of Assigned Funds as part of the 2014/2015 Budget (Appropriation of Fund Balance)