

**SOUTH BROWARD DRAINAGE DISTRICT
GOVERNING BOARD MEETING MINUTES
JANUARY 31, 2013**

Present:

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

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

Absent:

01. CALL TO ORDER/PLEDGE OF ALLEGIANCE

Meeting called to order at 8:06 A.M. followed by the Pledge of Allegiance.

02. PUBLIC COMMENT

None.

03. APPROVAL OF MINUTES

Commissioner Minnaugh moved for approval of the minutes of the December 31, 2012, South Broward Drainage District Board meeting. Motion was seconded by Commissioner Goggin and was carried unanimously.

04. DISTRICT DIRECTOR'S REPORT

A. TREE REMOVAL MITIGATION – CLARK RESIDENCE, SOUTHWEST RANCHES

Agenda item #4E was moved up on the agenda as a consideration to Mr. Clark.

In August, 2012 SBDD contracted with Pan American Landscaping, LLC (Pan American) to remove and/or trim trees at sixteen (16) locations in the Town of Southwest Ranches. The total contract amount is 7,990.00.

During the course of their work, Pan American mistakenly removed seven (7) mature, bald cypress trees from a canal bank located within an easement on the property owned by Mr. Christopher Clark and Ms. Liliana Armas at 18900 SW 53rd Street, SW Ranches, FL 33332. These cypress trees were removed without a permit and SBDD was notified by the Town of the "Unpermitted Tree Removal". Under their notification, the Town appraised

the value of the trees at \$5,698.78 and indicated their interest in ensuring that the property owners were satisfied with the outcome of the mitigation.

After several discussions with both the property owners and the Town of SWR, it is proposed that SBDD issue the property owners a check in the amount of \$5,700.00 as reimbursement for the replacement of the cypress trees on their property. Within 90 days of receiving the check, the property owners will contract to have the following trees installed on the property: seven (7) cypress trees; one (1) live oak tree; and two (2) additional flowering trees. The Town has indicated that this will satisfy the mitigation required under the notice for the "Unpermitted Tree Removal". Furthermore, the Town will coordinate with the property owner to ensure that the new trees are satisfactory and in compliance with the mitigation requirements.

Pan American has agreed to forfeit any payment under their tree removal Contract with SBDD in order to offset the costs of the mitigation and legal costs incurred by the District.

The District will incur approximately \$800 in legal fees, above and beyond the portion to be deducted from Pan America's Contract.

District Director Hart requested approval and authorization to issue a check in the amount of \$5,700.00 to Mr. Christopher Clark and Ms. Liliana Armas to mitigate the removal of seven (7) mature bald cypress trees from their property at 18900 SW 53rd Street, SWR.

District Director Hart reiterated and clarified to the Board that the property owners have agreed to plant on their property: seven (7) cypress trees; one (1) live oak tree; and two (2) additional flowering trees. They will use their own landscapers to do the work. They will sign a letter agreement to plant the trees as indicated, and will indemnify the District from any further action related to the tree removal. The Town of SWR will then coordinate with the owners to make sure it is done per the guidelines of the Town's ordinances. The District will close out the contract with Pan American with zero payment, and the Contractor will sign a letter agreement to that effect. The District will review the circumstances and will do whatever they can to prevent this from happening again in the future.

Discussion ensued among members of the Commission. There were concerns regarding why this happened and the possible ramifications of this error. District Director Hart explained to the Board members that there is no excuse for what happened on behalf of the Contractor: the financial implications to SBDD would be approximately \$800.00 in additional legal fees, because as before-mentioned, Pan American has agreed to forfeit any payment under their tree removal contract with SBDD.

Mr. Christopher Clark addressed the Board and said that his sole interest is to put this matter behind him, and to reach an accommodation, and to get the work done as quickly as possible by his landscaper. He has agreed to what the Town of SWR had accessed for the value of the trees.

Commissioner Minnaugh moved for approval of the Tree Removal Mitigation Proposal and the issuance of a check in the amount of \$5,700.00 to Mr. Christopher Clark and Ms. Liliana Armas, contingent upon everyone signing the agreements. Motion was seconded by Commissioner Goggin and it was carried unanimously.

B. VARIANCE REQUEST FOR MONTECINO PROPERTY, PEMBROKE PINES, FL

The owner of the property located at 1431 NW 87th Way, Pembroke Pines, FL 33024 is requesting a variance from SBDD for a dock located within a private lake in SBDD Basin S-1. The property is located within the Boulevard Heights subdivision. The dock was constructed in 2008 by the Seminole Tribe of Florida in conjunction with a tiki hut. At that time, the property owner was told that the work was exempt from the Florida Building Code under Section 101.4.2 of the Florida Administrative Code. However, the elevation of the dock does not meet SBDD criteria.

The property owners met with the Variance Review Committee (VRC) on January 18, 2012 and as a follow-up to that meeting the variance request is being presented to the SBDD Board for consideration.

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

1. The size of the dock meets SBDD Criteria.
2. The elevation of the dock is approximately one foot (1') lower than permitted under the Criteria.
3. An engineer's certificate on the structural integrity of the dock has been provided.
4. There is no Homeowners Association (HOA) for this community.
5. All electrical elements have been removed from the dock (and the tiki hut).
6. The tiki hut is located within a 35' maintenance area, but not a dedicated SBDD easement.
7. The property owners are agreeable to entering into an Indemnification and Hold Harmless Agreement with SBDD.

SBDD staff has no objection to this variance request.

The requested variance is to allow a dock at 1431 NW 87th Way, Pembroke Pines, FL 33024 to be constructed approximately one foot (1') above the basin control elevation. If the variance is approved, the property owners will be required to enter into an Indemnification and Hold Harmless Agreement with SBDD and pay for all associated legal costs.

Discussion ensued among members of the Commission. There were concerns and questions regarding a letter of support included in the back-up documentation for the variance request from the City of Pembroke Pines, and on the dock not meeting SBDD criteria.

District Director Hart provided the Board with some background on the variance. He said that this item was brought to the District's attention through an inspection for a permit issued by the City of Pembroke Pines for a building addition. He explained that as a general practice, the City asks SBDD to review and sign-off for work on the properties that abut a water body and to verify that there were no issues within the property as it relates to drainage. The work for which the City issued the permit was outside of the District's permitting jurisdiction, but during the course of the District's inspection and sign-off, the District noticed the dock/deck and tiki hut. District Director Hart said he has not had any conversation with the City of Pembroke Pines regarding this item. The District does not get involved with work on residential buildings because it is outside the District's permitting authority. The only interest the District has on this property is with the lake and

the dock. The homeowner did provide a letter of support from the City; and from the staff's review and analysis of the request, this had no influence on their recommendation to the Board.

Attorney Bell said that he did not know what the actual intent was by having that letter, and that he would hope that it was just a letter of support to the homeowner, and was not acting on behalf of the City; although it looks as if it was acting on behalf of the City.

Commissioner Mersinger commented that under the new ethics code this letter is very inappropriate.

Commissioner Goggin had concerns regarding the elevation of the dock. He also had concerns that permits are being issued to people who need to adjust or remove electric, for example, prior to issuance of a permit, and that once they get the permit, they go back and reinstall it. Being that this area has no HOA, it's easy to do. He commented that this is a big problem, especially because there is a pump station that serves that community; and, if in the event of a hurricane, these items were to get dislodged, they can become a major problem with the pump station and the community.

Commissioner Santana-Woodall had concerns with the dock being exempt from the Building Code. She asked how a dock could be exempt and not be permitted? Commissioner Minnaugh agreed with Commissioner Santana-Woodall and commented that the tiki hut was irrelevant. She asked what it would take to bring this dock into conformance with the District's criteria. District Director Hart replied that the dock would need some additional risers placed on the pilings in order to raise the dock. It would be an expense to the homeowner, but it would be possible.

Vice Chair Ryan said that this is the first time that he has seen a Seminole Tribe of Florida company construct a deck/dock. He said he had concerns with the deck/dock and that he is leaning towards the homeowner raising the dock one foot, and that this would take care of the problem, and there would be no variance.

Commissioner Good commented that he had two particular issues with this agenda item. (1) The representing Commissioner (Commissioner Goggin) brought up some issues which he supports; and (2) The perception of lobbying, which he fears may be a violation of the ethics code, and he is not interested in participating in that.

Commissioner Minnaugh made a motion to deny the variance for discussion. She further stated that the homeowner is to bring his dock into compliance by raising the elevation to the appropriate height, and applying for a permit from SBDD and the City of Pembroke Pines. The homeowner has 120 days to comply. If the homeowner does not comply, the result will be to remove the deck/dock. Motion was seconded by Vice Chair Ryan.

Mr. Montecino, property owner of 1431 NW 87th Way, Pembroke Pines, addressed the Board and stated his case. He apologized to the Board for the support letter that was included in his variance documentation. He said that it was not intended to be anything other than a support letter on a personal level. He said this deck is very important to his children. He has placed a lot of time and effort into this house; and that raising this dock would be costly.

District Director Hart indicated to Mr. Montecino that the District will work with him to try and bring this item into compliance without a variance, depending on the action of the Board. Commissioner Minnaugh said, "In order to help the homeowner, she will add to her motion that the District waive the permit fee so that the homeowner can bring the dock into compliance".

Commissioner Minnaugh withdrew her previous motion. Vice Chair Ryan withdrew his second to the motion.

A new motion was made by Commissioner Minnaugh to deny the variance request. The motion was seconded by Vice Chair Ryan. Motion was carried by a 6 to 1 vote; with the opposing vote by Commissioner Mersinger.

Commissioner Minnaugh made a motion that the District will work with the property owner to bring the deck/dock into compliance with SBDD criteria, and to obtain a permit from SBDD and the City of Pembroke Pines within 120 days. In addition, the District will waive the permit fees. Vice Chair Ryan seconded the motion and it was carried unanimously.

C. PRESENTATION OF DRAFT SBDD FINANCIAL STATEMENT FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2012 BY BARRY FINK, CPA

A draft report of the SBDD Financial Statement for the Fiscal Year Ending September 30, 2012 has been prepared by the District's accounting firm, Margolies, Fink and Wichrowski, Certified Public Accounts (MFW). Barry Fink, CPA, a partner with MFW, presented an overview of the draft report.

Mr. Fink said that the financial results for last year indicate an increase in net assets of approximately \$417,000. He said that he was proud to see that the internal controls that were in place worked. He commented that Susan Iratzoqui does an excellent job at making sure anything that does not seem correct is taken care of immediately and gets recorded properly.

Commissioner Minnaugh also commended Susan. She said that Susan takes her job very seriously and is very good at what she does. She works very well with the District Director to get things done. Both the District Director and Susan do a very good job watching out for the taxpayer's money.

Commissioner Goggin commented that he was happy to see that the lines of communication are open, and that staff is able to get along and work well together, and he appreciates it.

D. RESOLUTION 2013-01- APPROVAL OF SBDD STANDARD DEVELOPMENT AGREEMENTS (TABLED FROM DECEMBER MEETING)

This agenda item was tabled at the previous Board meeting to allow Board members an opportunity to discuss proposed Resolution 2013-01 with the District Director in more detail.

As discussed at the previous Board meeting, the Proposed Resolution 2013-01 allows SBDD to enter in a Maintenance and Indemnification Agreement (Agreement) with property owners who obtain a Paving & Drainage Permit from the District for residential,

commercial or industrial development or re-development projects without additional approval from the SBDD Board of Commissioners (Board). The purpose of the Agreement is to set forth the maintenance responsibilities of the property owners in regards to the drainage system serving the development and to indemnify the District from any and all liability, claims, loss, damage and expenses arising out of construction and/or maintenance of the drainage system. The Agreement also includes language regarding easements, off-site drainage, wetland mitigation areas and the District's ability to provide maintenance in the event the property owners fail to meet their responsibilities and obligations.

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

1. An Agreement for a development with a drainage system for on-site drainage only (no off-site drainage and no wetlands), attached as Exhibit "1" to the Resolution.
2. An Agreement for a development with a drainage system for on-site drainage and off-site drainage (no wetlands), attached as Exhibit "2" to the Resolution.
3. An Agreement for a development with a drainage system for on-site drainage and wetlands (no off-site drainage), attached as Exhibit "3" to the Resolution.
4. An Agreement for a development with a drainage system for on-site drainage, off-site drainage and wetlands, attached as Exhibit "4" to the Resolution.

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

Approval of this Resolution will eliminate the need for the SBDD attorney to prepare separate Agreements between the property owners and SBDD which then requires Board approval by separate resolution. This will save the property owners the expense of attorney's fees and costs for preparing a separate agreement and resolution.

There are no financial impacts for this Agenda item, other than SBDD administrative costs; all other costs will be incurred by the individual property owners. SBDD legal costs to individual property owners should be reduced.

Commissioner Minnaugh moved for approval of Resolution 2013-01 – Approval of SBDD Standard Development Agreements for discussion. Motion was seconded by Vice Chair Ryan.

In discussion, Commissioner Good commented that he has had discussions regarding this item with District Director Hart, and he agrees with it 98%. However, the 2% he does not agree with is that as a governing body, the District is asking to have responsibility on private property; and the District is giving themselves the authority to have responsibility on private property. His concern is that in the event of a catastrophe or other crisis that may occur on that private property, and where the District was aware of this and chose not to do something, although they had the authority to do something about it, could the District be partly liable for mitigation and/or restitution for that catastrophic or crisis event?

Attorney Bell replied that it would probably be remote, but he believes the agreement protects the District quite well. Chair Hodges commented that this is just a standardization of language that the District already has in place. Commissioner Good clarified that he is

not making a reference that something the District has always done may be correct either; and he voiced his opinion that even with those other agreements, he would have the same concerns.

The question was called and it was carried by a vote of 5 to 2. Opposing votes were by Commissioner Mersinger and Commissioner Good.

At this time, Commissioner Santana-Woodall excused herself from the Board meeting.

E. REQUEST TO TRANSFER FUNDS FROM CAPITAL IMPROVEMENT COMMITTED ACCOUNT TO GENERAL OPERATING ACCOUNT FOR SBDD ELECTRICAL AND SITE LIGHTING IMPROVEMENTS

SBDD recently completed the CIP project for the lighting and electrical improvements at SBDD's headquarters property. This project included the installation of new site lighting, upgrades to the lighting in the maintenance bays, and the conversion of the electrical service to both buildings from overhead to underground. The project was previously approved by the Board with funding through the Capital Improvement Committed Account.

There are no financial impacts for this agenda item. The contract for this work was previously approved by the SBDD Board of Commissioners and has been paid in full through the General Operating Account.

District Director Hart is requesting approval to transfer \$53,782.40 from the SBDD Capital Improvement Committed Account to the SBDD General Operating Account as reimbursement for the CIP project for lighting and electrical improvements at the SBDD headquarters property.

Commissioner Goggin moved for approval to transfer funds from the Capital Improvements Committed Account to the General Operating Account as submitted. Motion was seconded by Commissioner Minnaugh and it was carried unanimously.

F. OTHER

1. Nature Scape – District Director Hart stated that he was notified by Broward County, and was pleasantly surprised to know, that SBDD has been nominated for a “Nature Scape Emerald Award”. It relates to work that SBDD has been involved with over the past year, on Best Management Practices for nursery businesses in the Southwest Ranches area. A working group had been meeting once a month and it has been very successful. The District also had their own property's irrigation system analyzed and the property is now certified as a Florida Friendly Yard.
2. Water Matters Day – Water Matters Day will be held on Saturday, March 9, 2013 at 9:00 a.m. to 3:00 p.m. at Tree Top Park.
3. Broward Leaders Water Academy – On Friday, February 2, 2013 at 11:30 a.m. is the 2nd Session of the Broward Leaders Water Academy which will be held at SBDD Headquarters. In the beginning of the day there will be an airboat ride through the Everglades and a visit to the S-9 pump station. The program includes a short presentation by District Director Hart on SBDD and the interaction between the South Broward Drainage District and South Florida Water

Management District; and how the District coordinated with SFWMD during tropical storm Isaac.

4. Intern Program at FIU – District Director Hart recalled a presentation from Commissioner Santana-Woodall on a possible partnership with FIU on an intern program. District Director Hart met with the Director of the FIU College of Engineering and Computing, along with one of their professors, earlier in the week; and they are very interested in partnering and trying to establish an intern program. He said there was a very good discussion and there are good opportunities on how the District might be able to work with FIU. He said they will explore that further and he hopes to have a formal proposal and a program to present to the Board for their review and approval.

ATTORNEY'S REPORT:

Attorney Bell shared with the Board a bill that Senator King is trying to get approved regarding Special Districts. He said that if this were approved, SBDD would have an extra, non-voting Board member. He said that he will be watching this bill closely for any language changes. Chair Hodges commented that he is sure FASD will also be monitoring this closely.

Attorney Bell discussed further the issue of the trees on Mr. Clark's property; he said that there is a separate easement which is 20' wide and upland from the 50' easement that was dedicated to the District approximately 20 years ago or so. The District Charter, which is something he had discussion with District Director Hart on, states, "that it shall not be necessary for the District to obtain a license permit or other authorization of any Board, Commission or like instrumentality of Broward County or any political subdivision there in order to construct, reconstruct, acquire, extend, repair, improve, maintain or operate any project." He said that even though he knows the District has been getting permits to remove trees, it is not necessary. He said that it is nice to let the municipalities know what the District is doing, but by getting a permit, the District could be assuming a potential violation of the permit. Attorney Bell commented that if the District does not pull a permit, the District would still need to let the cities know what is being done.

Chair Hodges commented that the District has come a long way in cooperating and working with other cities. He said it doesn't hurt the District to be cooperative and to get tree permits.

Update on Grand Palms – District Director Hart said that the bids are due in today at 3:00 p.m.; it was extended 1 week to address any issues with access to Homeland Security, but Homeland Security has not responded. He said the District will know the cost later today, and they will share the results with the other parties. As the Agreement states, "the District is responsible for up to \$25,500 of the cost"; anything above that would be paid for by the other parties involved. Once the documentation process has been completed, the District will bring the contract proposal before the Board for approval. Grand Palms has established a 30-day window from May 15th to June 14th for the District to complete the work within the Golf course.

05. APPROVAL OF LEGAL FEES

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

06. BOARD MEMBER'S QUESTIONS/COMMENTS

Commissioner Good updated the Board on the Broward County Water Task Force that Attorney Bell sits on as the principal voting member, and that he has the honor of being Attorney Bell's alternate. He recently attended a joint meeting between the Broward County Task Force and the Palm Beach County Task Force. He commented that Palm Beach County has the capability to store a lot more water than they are able to use; and there is an attempt to redirect that stored water into the Broward County and possibly into Dade County.

He commented that during the meeting between Broward County and Palm Beach County, Broward County represented themselves very well. He said Broward County was able to initiate a resolution through the joint task force stating their commitment to this project that will allow the stored waters in Palm Beach County to be transmitted into Broward County. District Director Hart added that the District has an excellent infrastructure already in place to serve as a possible conduit.

Mr. Jack McClusky, former Commissioner of Pembroke Pines, asked what the attitude of Palm Beach County was on this subject. Commissioner Good replied that the Palm Beach task force jointly agreed with the Broward County task force in support of the resolution; to go forward and get the commitments from the municipalities and/or other agents that need this water in order to recharge or supply their water treatment plants. Mr. McClusky asked if there was any Palm Beach County resistance. Commissioner Good said that overall, there was overwhelming support of the plan. Attorney Bell said that there was some opposition at this meeting, but it was minor.

07. MEETING DATE

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

Adjournment at 9:45 A.M.

Respectfully submitted,

Robert E. Goggin IV, Secretary
South Broward Drainage District

/rim

****MEMORANDUM****

DATE: February 21, 2013
TO: South Broward Drainage District Commissioners
FROM: Kevin M. Hart, P.E.
District Director
Subject: SBDD Annual Financial Statements – Final Copy

Comments:

The final report of the SBDD Financial Statements for the Fiscal Year Ending September 30, 2012 has been prepared by the District's accounting firm, Margolies, Fink and Wichrowski, Certified Public Accounts (MFW). Barry Fink, CPA, a partner with MFW will be in attendance at the February Board meeting to present the final report and to answer any questions.

A copy of the final report is attached.

KH
Attachment

SOUTH BROWARD DRAINAGE DISTRICT

ANNUAL FINANCIAL STATEMENTS

September 30, 2012

FINAL

(For Board Approval)

2/12/13

TABLE OF CONTENTS

	<u>Pages</u>
INTRODUCTORY SECTION	
Board of Commissioners	1
FINANCIAL SECTION	
Independent Auditors' Report	2
Management's Discussion and Analysis (unaudited)	4
Basic Financial Statements:	
Government-Wide Financial Statements	
Statement of Net Assets	9
Statement of Activities	10
Fund Financial Statements	
Governmental Funds	
Balance Sheet	11
Reconciliation of Balance Sheet - Governmental Funds to the Statement of Net Assets	12
Statement of Revenues, Expenditures and Changes in Fund Balances	13
Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances - Governmental Funds to the Statement of Activities	14
Notes to Financial Statements	15
Required Supplementary Information other than M D & A (unaudited):	
Statement of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual - General Fund	30
OTHER REPORTS SECTION	
Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance With <i>Government Auditing Standards</i>	33

TABLE OF CONTENTS (Continued)

MANAGEMENT LETTER SECTION

Independent Auditors' Management Letter Required by Chapter 10.550, Rules of the State of Florida Office of the Auditor General	35
Response to the Management letter	39

INTRODUCTORY SECTION

SOUTH BROWARD DRAINAGE DISTRICT

Board of Commissioners

September 30, 2012

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

Counsel to the District

Douglas R. Bell
Bell & Bell
Ft. Lauderdale, Florida

District Director

Kevin M. Hart, P.E.

FINANCIAL SECTION

INDEPENDENT AUDITORS' REPORT

To the Honorable Board of Commissioners,
South Broward Drainage District:

We have audited the accompanying financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of South Broward Drainage District ("the District") as of and for the year ended September 30, 2012, which collectively comprise the District's basic financial statements as listed in the table of contents. These financial statements are the responsibility of the District's management. Our responsibility is to express opinions on these financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinions.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of South Broward Drainage District as of September 30, 2012, and the respective changes in financial position, where applicable, for the year then ended in conformity with accounting principles generally accepted in the United States of America.

In accordance with *Government Auditing Standards*, we have also issued a report dated December 27, 2012, on our consideration of the District's internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations and contracts and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be considered in assessing the results of our audit.

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis and budgetary comparison information on pages 4 through 8 and 30 through 32 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the South Broward Drainage District's financial statements as a whole. The introductory section and individual nonmajor fund financial statements are presented for purposes of additional analysis and are not a required part of the financial statements. The individual nonmajor fund financial statements are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole. The introductory section has not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on it.

Margolies, Fink & Wichrowski
Certified Public Accountants

December 27, 2012
Pompano Beach, Florida

MANAGEMENT'S DISCUSSION AND ANALYSIS

MANAGEMENT'S DISCUSSION AND ANALYSIS (UNAUDITED)

The management of South Broward Drainage District ("District") would like to provide readers of the District's financial statements this narrative overview and analysis of the financial activities for the fiscal year ended September 30, 2012. Readers are encouraged to consider the information presented in this discussion and analysis in conjunction with the District's basic financial statements, which are contained herein and commence on page 9.

Prior to discussing the financial position of the District, the following information is offered to the readers. The South Broward Drainage District exists pursuant to the provisions of Ch. 98-524, a special act of the Florida legislature. The District was originally created in 1927; and today, the single purpose District manages approximately 46,400 acres (72.5 square miles) in southwest Broward County, Florida and serves a population of approximately 240,000 residents. The District, a special taxing district, has powers primarily in the areas of stormwater management and flood control. Their powers include rights to borrow money and issue bonds or other evidences of indebtedness, assess and impose upon all the lands in the District annual drainage, administrative, operation and maintenance taxes, and the District has the ability to install and foreclose special assessment liens.

FINANCIAL HIGHLIGHTS

- The assets of the District exceeded its liabilities at the end of the fiscal year by \$21,259,835. Pursuant to the GASB Statement No. 54 presentation requirements, \$1,909,331 of this amount may be used to meet the government's ongoing operations and \$5,021,213 has been committed for specific purposes.
- The District's total net assets increased by \$417,320 or 2.0% in 2012, partially as a result of the funds received on the Basin 3 drainage improvements.
- The total assets of the District amounted to \$21,941,001 as of September 30, 2012. Of this amount, \$14,279,928 represented the net capital assets. The total liabilities amounted to \$681,166.
- The District's total general revenues (on an accrual basis) were \$3,618,286 for the year ended September 30, 2012.
- The total expenses for all of the District's activities were \$3,200,966 for the year end September 30, 2012.

DISTRICT HIGHLIGHTS

- Completed the following capital improvement projects during the 2012 fiscal year:
 - Converted two drainage pumps from oil cooled to water cooled pumps; one at the S-1 pump station and the second at the S-7 pump station.
 - Rebuilt two water lubrication pumps; one at the S-8 pump station and the second at the S-2 pump station.
 - Upgraded the system control panels at the S-3 and S-8 pump stations, thereby completing control panel upgrades at all of the District's pump stations.
 - Took delivery of a new, customized grapple truck and incorporated it into the District's day-to-day operations.
 - Participated in a cost sharing project with the Town of Southwest Ranches to install a positive drainage system on SW 210th Terrace.
 - Purchased a new, replacement mechanic's truck.
 - Purchased a new fiberglass boat, boat trailer, and two outboard boat motors.
 - Removed the B-3 secondary pump station and installed new, twin 48" culverts to improve the flowage capacity in the area.
 - Installed new lighting at the District headquarters property.

- Converted the overhead electric service at the District headquarters property to underground.
 - Installed security cameras in the maintenance garage area.
 - Upgraded and improved the indoor lighting in the maintenance garage area/bays.
 - Installed FabricForm stabilization material around headwalls at three (3) lake inter-connect locations.
 - Installed fencing and guardrails at miscellaneous locations.
 - Miscellaneous tree trimming.
 - Miscellaneous culvert inspections, culvert cleaning, and swale improvements.
- Received the Annual Safety Award from the Florida Association of Special Districts (FASD).
 - Entered into an Agreement with Duke Realty Corp. for Basin 3 drainage improvements.
 - Updated the District's Employee Policy Handbook.
 - Established new District Election Zone Boundaries based on the 2010 Census population.
 - Participated in miscellaneous outreach efforts.

USING THE ANNUAL REPORT

This discussion and analysis are intended to serve as an introduction to South Broward Drainage District's basic financial statements. The District's annual report consists of four sections: 1) Introductory Section, 2) Financial Section, 3) Other Reports Section, and 4) Management Letter Section. The basic financial statements themselves consist of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-wide financial statements

The government-wide statements report information as a whole using accounting methods similar to those used by private sector business. One very important question asked about the District's finances is "Is the District as a whole better off or worse off as a result of the year's activities?" The Statement of Net Assets and the Statement of Activities report information about the District as a whole and about its activities in a way that helps answer this question.

The statement of net assets presents information on all of the District's assets and liabilities, with the difference between the two reported as net assets. Over time, an increase or decrease in net assets may serve as a useful indicator of whether the financial position of the District is improving or deteriorating. However, other factors should be considered, such as the physical condition of the District's capital assets (buildings, stormwater pump stations, canals, etc.) to assess the overall well being of the District.

The statement of activities presents information showing how the government's net assets changed during the most recent fiscal year. All changes in net assets are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Therefore, revenues and expenses are reported in this statement for particular items that will only result in cash flows in future fiscal periods. The government-wide financial statements can be found on pages 9 and 10.

Fund financial statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate legal compliance with finance-related legal requirements. The District's funds can be divided into two categories: governmental funds and fiduciary funds. The two kinds of funds use different accounting approaches.

The District's basic services are reported in governmental funds, which focus on how money flows into and out of those funds and the balances left at year-end that are available for spending. These funds are reported using an accounting method called *modified accrual* accounting, which measures cash and all other financial assets that can readily be converted to cash. The governmental fund statements provide a short-term view of the District's operations and the basic services it provides. Governmental fund information helps the reader determine whether there are more or fewer financial resources that can be spent in the near future to finance the District's programs.

The District outlines the relationship (or differences) between governmental activities (reported in the Statement of Net Assets and the Statement of Activities) and the basic governmental fund statements in a reconciliation schedule supporting the Fund Financial Statements.

At September 30, 2012, the District maintained two individual governmental funds: one General and one Capital project fund. Some funds are required by State law. However, the District establishes other funds to help it control and manage money for particular purposes or to show that it is meeting its legal and fiduciary responsibilities. The fund financial statements provide detailed information about the most significant funds – not the District as a whole. Accordingly, two major funds are reported individually in the governmental funds balance sheet and statement of revenues, expenditures and changes in fund balances.

Notes to the financial statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found beginning on page 15 of this report.

Other information

In addition to the basic financial statements and accompanying notes, this report also presents certain required supplementary information. The District also references the employment contract with the District Director who serves at the pleasure of the Board of Commissioners.

THE DISTRICT AS A WHOLE

As noted earlier, net assets may serve over time as a useful indicator of a government's financial position. In the case of South Broward Drainage District, assets exceeded liabilities by \$21,259,835 at the close of the most recent year. The largest portion of the District's net assets (67%) reflects its investments in capital assets (land, buildings, canals, machinery and equipment). The District uses capital assets to provide services to citizens; accordingly, these assets are not available for future spending.

An additional portion of the District's net assets (24%) represents resources that have been committed as to how they may be used. These resources can be used only for their intended designation. The remaining unrestricted net assets (\$1,909,331) may be used to meet ongoing operations.

The District adopted the fiscal year 2011-2012 Budget on September 22, 2011. On August 30, 2012 the Board approved certain line-item reclassifications to the original budget. Total general fund expenditures budgeted for the fiscal year ended September 30, 2012 were \$3,281,559. Total actual general fund expenditures were \$2,983,679, and the District achieved a favorable budget variance for the year ended September 30, 2012 of \$763,340, as reflected on page 32 of the financial statements.

Contacting the District's financial management

This financial report is designed to provide a general overview of the District's finances and to show the District's accountability for the money it receives. If you have questions about this report or need additional financial information, contact the District Director, Kevin Hart, at 6591 Southwest 160 Avenue, Southwest Ranches, Florida 33331.

COMPARATIVE FINANCIAL INFORMATION

District's Net Assets As of September 30,

	<u>2012</u>	<u>2011</u>
Current and other assets	\$ 7,661,073	\$ 7,525,747
Capital assets	<u>14,279,928</u>	<u>14,138,498</u>
Total assets	<u>\$ 21,941,001</u>	<u>\$ 21,664,245</u>
Current and other liabilities	\$ 681,166	\$ 821,730
Total liabilities	<u>\$ 681,166</u>	<u>\$ 821,730</u>
Net Assets:		
Invested in capital assets	\$ 14,279,928	\$ 14,138,498
Restricted	49,363	46,072
Unrestricted	<u>6,930,544</u>	<u>6,657,945</u>
Total net assets	<u>\$ 21,259,835</u>	<u>\$ 20,842,515</u>

District's Changes in Net Assets Fiscal Years Ended September 30,

	<u>2012</u>	<u>2011</u>
General revenues:		
Maintenance taxes	\$ 3,054,760	\$ 3,063,942
Permits and other income	525,554	218,977
Investment earnings	<u>37,972</u>	<u>71,682</u>
Total revenues	<u>3,618,286</u>	<u>3,354,601</u>
Expenses:		
Operation and maintenance	2,798,748	3,258,287
Depreciation	<u>402,218</u>	<u>367,957</u>
Total expenses	<u>3,200,966</u>	<u>3,626,244</u>
Increase (decrease) in net assets	417,320	(271,643)
Net assets – beginning	<u>20,842,515</u>	<u>21,114,158</u>
Net assets – ending	<u>\$ 21,259,835</u>	<u>\$ 20,842,515</u>

**BASIC FINANCIAL STATEMENTS –
GOVERNMENT-WIDE**

SOUTH BROWARD DRAINAGE DISTRICT
Statement of Net Assets
September 30, 2012

ASSETS

Cash and investments – unrestricted	\$ 1,432,336
Cash and investments – temporarily restricted	6,070,947
Receivables, including interest	4,810
Inventory	135,657
Other assets	17,323
Capital assets:	
Land	349,616
Other capital assets, net of depreciation	<u>13,930,312</u>
 Total assets	 <u>21,941,001</u>

LIABILITIES

Accounts payable and accrued expenses	203,067
Refundable deposits	<u>478,099</u>
 Total liabilities	 <u>681,166</u>
 Total net assets	 <u>\$ 21,259,835</u>

NET ASSETS

Invested in capital assets	\$ 14,279,928
Restricted for Capital project fund	49,363
Unrestricted	<u>6,930,544</u>
 Total net assets	 <u>\$ 21,259,835</u>

See accompanying notes to the financial statements.

SOUTH BROWARD DRAINAGE DISTRICT
Statement of Activities
For the fiscal year ended September 30, 2012

Expenses:	
Personal services	\$ 1,141,441
Materials and services	1,547,541
Depreciation expense	402,218
Collection discounts	<u>109,766</u>
Total expenses	<u>3,200,966</u>
General revenues:	
Maintenance taxes	3,054,760
Permits and other income	525,554
Investment earnings	<u>37,972</u>
Total general revenues	<u>3,618,286</u>
Changes in net assets	417,320
Net assets, beginning of year	<u>20,842,515</u>
Net assets, end of year	<u>\$ 21,259,835</u>

See accompanying notes to the financial statements.

**BASIC FINANCIAL STATEMENTS –
FUND**

SOUTH BROWARD DRAINAGE DISTRICT
Balance Sheet – Governmental Funds
September 30, 2012

ASSETS	General	Capital Projects S – 9/10	Total Governmental Funds
Cash	\$ 5,596,347	\$ -	\$ 5,596,347
Investments	1,857,573	49,363	1,906,936
Receivables:			
Delinquent taxes and assessments, including interest	703	-	703
Other	4,107	-	4,107
Inventory	135,657	-	135,657
Other assets	<u>17,323</u>	<u>-</u>	<u>17,323</u>
Total assets	<u>\$ 7,611,710</u>	<u>\$ 49,363</u>	<u>\$ 7,661,073</u>
LIABILITIES AND FUND EQUITY			
Liabilities:			
Accounts payable and accrued expenses	\$ 203,067	\$ -	\$ 203,067
Refundable deposits and deferred income	<u>478,099</u>	<u>-</u>	<u>478,099</u>
Total liabilities	<u>681,166</u>	<u>-</u>	<u>681,166</u>
Fund balances:			
Restricted	-	49,363	49,363
Committed	5,021,213	-	5,021,213
Assigned	390,207	-	390,207
Unassigned	<u>1,519,124</u>	<u>-</u>	<u>1,519,124</u>
Total fund equity	<u>6,930,544</u>	<u>49,363</u>	<u>6,979,907</u>
Total liabilities and fund equity	<u>\$ 7,611,710</u>	<u>\$ 49,363</u>	<u>\$ 7,661,073</u>

See accompanying notes to the financial statements.

SOUTH BROWARD DRAINAGE DISTRICT
Reconciliation of Balance Sheet - Governmental Funds
to the Statement of Net Assets
September 30, 2012

Total governmental fund balances \$ 6,979,907

Amounts reported in the statement of net assets are different because:

Capital assets used in governmental activities are not
financial resources and therefore are not reported in funds:

Capital assets	\$ 21,032,009	
Less accumulated depreciation	<u>(6,752,081)</u>	<u>14,279,928</u>

Total net assets \$ 21,259,835

See accompanying notes to the financial statements.

SOUTH BROWARD DRAINAGE DISTRICT
Statement of Revenues, Expenditures and Changes in Fund Balances -
Governmental Funds
For the fiscal year ended September 30, 2012

	General	Capital Projects S - 9/10	Total Governmental Funds
Revenues:			
Maintenance taxes	\$ 3,054,760	\$ -	\$ 3,054,760
Permits and other income	522,304	3,250	525,554
Interest	37,931	41	37,972
Total revenues	3,614,995	3,291	3,618,286
Expenditures:			
Capital outlay	543,648	-	543,648
Engineering fees	22,222	-	22,222
Operating	2,380,730	-	2,380,730
Administrative	286,030	-	286,030
Discounts	109,766	-	109,766
Total expenditures	3,342,396	-	3,342,396
Excess of revenues over expenditures	272,599	3,291	275,890
Fund balances at beginning of year	6,657,945	46,072	6,704,017
Fund balances at end of year	\$ 6,930,544	\$ 49,363	\$ 6,979,907

See accompanying notes to the financial statements.

SOUTH BROWARD DRAINAGE DISTRICT
Reconciliation of Statement of Revenues, Expenditures, and Changes in Fund Balances -
Governmental Funds to the Statement of Activities
For the year ended September 30, 2012

Net change in fund balances – total governmental funds \$ 275,890

Amounts reported in the statement of activities are different because:

Governmental funds report capital outlays as expenditures.
 However, in the statement of activities, the cost of capital assets
 is allocated over their estimated useful lives and reported as
 depreciation expense:

Expenditures for capital assets	\$ 543,648	
Less current year depreciation	<u>(402,218)</u>	<u>141,430</u>
Changes in net assets		<u>\$ 417,320</u>

See accompanying notes to the financial statements.

NOTES TO FINANCIAL STATEMENTS

SOUTH BROWARD DRAINAGE DISTRICT

Notes to Financial Statements

(1) DESCRIPTION OF THE SOUTH BROWARD DRAINAGE DISTRICT

The South Broward Drainage District ("District") exists pursuant to the provisions of Chapter 98-524, a Special Act of the Florida Legislature. The District was originally formed in 1927 and includes approximately 46,400 acres in southwest Broward County, Florida. The governing body of the District is the Board of Commissioners ("Board"), comprised of seven elected members.

The District is a special taxing district with powers primarily in the areas of stormwater management and flood control. Such powers include rights to borrow money and issue bonds or other evidences of indebtedness, assess and impose upon all the lands in the District annual drainage, administrative, operation and maintenance taxes, and impose and foreclose special assessment liens.

(2) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements of the District have been prepared in conformity with generally accepted accounting principles ("GAAP") as applied to government units. The Government Accounting Standards Board ("GASB") is the standard-setting body for establishing government accounting and financial reporting principles. The more significant of the District's accounting policies are described below.

(a) Reporting Entity

The District follows the standards promulgated by GASB Statement No. 14, *The Financial Reporting Entity*, to define the reporting entity. The District's financial statements include operations for which the District exercises oversight responsibility. Oversight responsibility is demonstrated by financial interdependency, selection of governing authority, designation of management, ability to significantly influence operations and accountability for fiscal matters. The District has not identified any component units and is not a participant in any joint venture; accordingly, operations of no other entities have been included in the financial statements.

The District implemented the requirements of GASB 54 ("Fund Balance Reporting and Governmental Fund Type Definitions") during the year ending September 30, 2011.

(b) Government-wide and Fund Financial Statements

The basic financial statements include both government-wide and fund financial statements. The government-wide statements focus on the District as a whole, while the fund financial statements focus on major individual funds.

(Continued)

SOUTH BROWARD DRAINAGE DISTRICT

Notes to Financial Statements (Continued)

(2) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

The government-wide financial statements include a statement of net assets and a statement of activities. These statements report information on all activities of the District. Interfund activity has been eliminated from these statements. The statement of activities demonstrates the extent to which the expenses of the District are offset by the revenues collected by the District. Revenues collected include the investment income earned during the year. The District's policy is to apply restricted resources before unrestricted resources when an expense is incurred for the purposes for which both restricted and unrestricted assets are available.

Separate financial statements are provided by governmental funds. Major governmental funds are reported as separate columns in the fund financial statements. The governmental funds' statements reflect amounts due from/to other funds. These amounts represent transfers that were made during the year between funds that will be repaid in the future period.

(c) Measurement Focus and Basis of Accounting

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned; and expenses are recorded when a liability is incurred, regardless of the timing of the related cash flows. Maintenance taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements have been met.

Governmental fund financial statements are reported using the current financial resources measurement and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the District considers maintenance taxes to be available if they are collected within sixty days of the end of the current fiscal period. A one-year availability period is used for all other revenues.

Revenues susceptible to accrual are maintenance taxes and interest on investments. Maintenance taxes are recorded as revenues in the fiscal year they are levied, provided they are collected in the current period or within sixty days thereafter. Interest on invested funds is recognized when earned.

(Continued)

SOUTH BROWARD DRAINAGE DISTRICT

Notes to Financial Statements (Continued)

(2) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, expenditures related to compensated absences, claims and judgments, are recorded only when payment is earned.

(d) Major Funds

Governmental Fund Types

Government funds are used to account for the District's expendable financial resources and related liabilities. The following are the District's governmental fund types:

General Fund - The General Fund is the general operating fund of the District. It is used to account for all financial resources except those required to be accounted for in another fund.

Capital Projects Fund - The Capital Projects Fund is used to account for financial resources to be used for the acquisition or construction of major capital facilities with resources contributed by the property owners receiving such benefits.

Fiduciary Fund Types

Agency Funds - Agency funds are used to account for special assessment assets and liabilities to reflect the fact that the District's duties are limited to acting as an agent for the assessed property owners and the certificate of indebtedness holders. This fund was closed as of September 30, 2012.

(e) Budgetary Procedures and Accounting

An annual budget is adopted for the General Fund on a basis consistent with GAAP, except the budgets include encumbrances as the equivalent of expenditures, and do not include revenues and expenditures related to certain special projects. As of September 30, 2012, there were \$114,908 of outstanding encumbrances; accordingly, for the year ended September 30, 2012, the "actual budgetary basis" is presented on a basis which is not consistent with GAAP.

Prior to the end of the fiscal year, the District Director is required to submit to the Board of Commissioners the proposed budget for the fiscal year commencing October 1. The District holds workshops as required and public hearings on the proposed budget. Prior to the end of each fiscal year, the budget is formally adopted for the ensuing year.

(Continued)

SOUTH BROWARD DRAINAGE DISTRICT

Notes to Financial Statements (Continued)

(2) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

The legal level of control, the level at which expenditures may not exceed the budget, is at the total expenditure level. Appropriations lapse at year-end. Should additional expenditures be necessary during the year, the District has the authority to modify the budget by a vote of its Board.

In connection with the forthcoming fiscal year 2013 budget, the District appropriated unassigned fund balance in the amount of \$390,207 for General Fund operations.

(f) Encumbrances

For governments that use encumbrance accounting, significant encumbrances should be disclosed in the notes to the financial statements by major funds and nonmajor funds in the aggregate in conjunction with required disclosures about other significant commitments. Encumbered amounts for specific purposes for which resources already have been restricted, committed, or assigned should not result in separate display of the encumbered amounts within those classifications. Encumbered amounts for specific purposes for which amounts have not been previously restricted, committed, or assigned should not be classified as unassigned but, rather, should be included within committed, or assigned fund balance. The District includes encumbrances in the committed fund balance.

(g) Inventory

Inventory consists of chemicals and fuel and is valued at cost (first-in, first-out). The cost of inventory is accounted for under the consumption method. Under the consumption method of inventory accounting, inventories are recorded as expenditures when used and, therefore, reported inventories are not equally offset by a non-spendable fund balance account.

(h) Compensated Absences

The full-time employees of the District can carryover to the following fiscal year up to one year of their sick leave and vacation benefits. Vacation time is earned based upon length of service, up to a maximum amount of four weeks per year, once the employee has been with the District for fourteen years, with the exception of employees that are covered by employment agreements. At September 30, 2012, the liability for accrued compensated absences, to be paid within one year, was \$103,870.

(Continued)

SOUTH BROWARD DRAINAGE DISTRICT

Notes to Financial Statements (Continued)

(2) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

(i) Cash and investments

Cash includes cash-on-hand and demand deposits. Interest earned from investments is recorded in each of the respective funds based on the actual amount earned.

In accordance with provisions of GASB Statement No. 31, Accounting and Financial Reporting for Certain Investments and for External Investment Pools, the District reports investments at their fair market value, with unrealized gains and losses credited to or charged against investment income.

Non-participating investments, such as non-negotiable certificates of deposit with redemption values that do not consider market rates, are reported as amortized costs. The District has investments in the Local Government Surplus Funds Trust Fund, which has been divided by the State Board of Administration into two investment pools: Pool A and Pool B. Under the guidelines of GASB Statement No. 31, Pool A is a "2a-7 like" pool. Accordingly, investments in Pool A are reported at amortized cost. Pool B is accounted for as a fluctuating net asset value (NAV) pool. Investments in Pool B have been valued at their fair value factor as of the balance sheet date.

During the year, the District did not directly invest any resources in derivatives. Investments made through state-administered trust funds may include derivatives. These investments are made on a pooled basis and the individual risk to the District is unknown.

(j) Capital Assets and Depreciation

Capital assets, which include land, buildings, equipment, vehicles and infrastructure assets (water control structures, canals and lakes), are reported in the government-wide financial statements. Capital assets are recorded at historical cost or estimated historical cost. Contributed assets are recorded at fair market value as of the date received.

Maintenance, repairs and minor renovations are not capitalized. Expenditures that materially increase values or extend useful lives are capitalized. There are no idle or impaired capital assets as of September 30, 2012.

Capital assets are depreciated using the straight-line method over the following estimated useful lives:

(Continued)

SOUTH BROWARD DRAINAGE DISTRICT

Notes to Financial Statements (Continued)

(2) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

<u>Asset</u>	<u>Years</u>
Buildings	40
Equipment	5
Vehicles	5
Water Control Structures (Including stormwater pump stations)	15-50

Canals and lakes are considered to be land improvements and; therefore, are not depreciated. Depreciation expense is reflected in the financial statements in accordance with GASB Statement No. 34 requirements for capital assets greater than \$5,000. Per Florida State Statute as well as internal control purposes, assets with a historical cost greater than \$750 are tagged and recorded in the fixed asset system.

(k) Fund Balance

The Governmental Accounting Standards Board (GASB) released GASB Statement No. 54 - "Fund Balance Reporting and Governmental Fund Type Definitions" ("GASB 54") on March 11, 2009, which is effective for fiscal years beginning after June 15, 2010. This Statement is intended to improve the usefulness of the amount reported in fund balance by providing more structured classification. This Statement applies to fund balance reported in the General Fund, Special Revenue Fund, Debt Service Fund, Capital Projects Fund and Permanent Fund. This Statement does not apply to Enterprise Funds, Internal Service Funds, and extremely restricted reserves.

Previously, fund balance was classified as "reserved" or "unreserved." Unreserved fund balance was further allocated into designated and undesignated. GASB 54 now changes how fund balance will be reported. The hierarchy of the GASB 54 classifications is as follows:

- **Non-spendable Fund balance** includes amounts not in spendable form, such as inventory, or amounts required to be maintained intact legally or contractually. The District uses the consumption method of reporting inventory; therefore, it is not reported as a non-spendable fund balance.
- **Restricted Fund Balance** includes amounts constrained for a specific purpose by external parties. The District's Capital Project fund qualifies as a restricted fund.
- **Committed Fund Balance** includes amounts constrained for a specific purpose by a government using its highest level of decision making authority. The District's capital improvements, emergency, and separation funds, along with the outstanding encumbrances, are included in the committed fund balance.

(Continued)

SOUTH BROWARD DRAINAGE DISTRICT

Notes to Financial Statements (Continued)

(2) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

- **Assigned Fund Balance** includes general fund amounts constrained for a specific purpose by the District's board.
- **Unassigned Fund Balance** is the residual classification for the general fund.

The District's board approves all transactions that occur with respect to the restricted and committed fund balances. These were formally adopted by the Board on May 26, 2011, when the Board formally adopted the reporting requirements outlined by GASB 54.

In circumstances where an expenditure is to be made for a purpose for which amounts are available in multiple fund balance classifications, the order in which resources will be expended is as follows: restricted fund balance, followed by committed fund balance, assigned fund balance, and lastly, unassigned fund balance.

There was no restatement required to the opening fund balances as a result of the GASB 54 implementation.

(1) Use of estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses/expenditures during the reporting period. Actual results could differ from those estimates.

(3) CASH AND INVESTMENTS

Statement of Policy

The purpose of the District's investment policy is to set forth the investment objectives and parameters for the management of public funds of the District. The policy is designed to ensure the prudent management of public funds, the availability of operating and capital funds when needed, and an investment return competitive with comparable funds and financial market indices.

(Continued)

SOUTH BROWARD DRAINAGE DISTRICT

Notes to Financial Statements (Continued)

(3) CASH AND INVESTMENTS (Continued)

The District's policy is written in accordance with Section 218.415, Florida Statutes, which applies to funds under the control of local governments and special districts. The policy and any subsequent revisions are adopted by the District's Governing Board and apply to funds in excess of those required to meet current expenditures. The most recent revisions to the investment policy were approved by the Board of Commissioners in March 2009.

The District's investment policy authorizes investments in the following:

1. The Florida Local Government Surplus Funds Trust Fund
2. United States government securities unconditionally guaranteed by the full faith and credit of the United States government
3. United States government agencies backed by the full faith and credit of the United States government
4. United States government sponsored agencies
5. Interest bearing time deposit or savings accounts of Florida Banks and Savings and Loan Associations approved under Chapter 280, Florida Statutes as qualified public depositories
6. Commercial paper rated "Prime 1" by Moody's, "A1" by Standard and Poor's or "F-1" by Fitch
7. Corporate notes rated at a minimum "Aa" by Moody's, "AA" by Standard and Poor's or "AA" by Fitch
8. Repurchase agreements that are fully collateralized are permissible investments provided that the following conditions are met:
 - a. The District has executed a Master Repurchase Agreement similar to the PSA's "Master Repurchase Agreement" with either a primary dealer as defined by the Federal Reserve or a bank or savings and loan domiciled in this State and certified as a qualified depository as defined in Florida Statutes Section 280.02.
 - b. The agreement has a defined termination date and is secured by obligations described in this investment policy.
 - c. Requires that the securities being purchased by the District to be pledged to the District, held in the District's name and deposited at the time the investment is made with the District or with a third party selected and approved by the District.
9. Other security or other interests in any open-end or closed-end management-type investment company or investment trust registered under the Investment Company Act of 1940 provided the portfolio meets the District's policy.

As of September 30, 2012, the District had placed approximately 1.1% in the Florida Local Government Surplus Funds Trust Fund (also known as the "Local Government Investment Pool" or "LGIP"), 17.6% in Certificate of Deposits, 55.5% in interest bearing money market accounts and 6.7% in State of Israel Bonds.

(Continued)

SOUTH BROWARD DRAINAGE DISTRICT

Notes to Financial Statements (Continued)

(3) CASH AND INVESTMENTS (Continued)

The Local Government Investment Pool is an investment pool available for investing temporarily idle cash by Florida governments and is managed by the State Board of Administration (the SBA). On November 29, 2007, the SBA implemented a temporary freeze on the assets in the LGIP due to an unprecedented amount of withdrawals from the LGIP coupled with the absence of market liquidity for certain securities within the Pool. On December 4, 2007, based on recommendations from an outside financial advisor, the SBA restructured the LGIP into two (2) separate pools. Pool A ("Florida PRIME") consisted of all money market appropriate assets, which was approximately 86% of LGIP assets. Pool B consisted of assets that defaulted on a payment, paid more slowly than expected, and/or had any significant credit and liquidity risk, which was approximately 14% of LGIP assets. At that time, all current pool participants had their existing balances proportionately allocated into Pool A and Pool B.

The SBA systematically allows access to funds in Pool A. Participants in Pool B receive periodic distributions to the extent that Pool B receives proceeds from: 1) maturities of securities, coupon interest collections or collateral interest and principal pay downs, or 2) the sale of securities, collateral liquidation or other restructure or workout activities. At such time, the Investment Manager transfers cash or securities to Pool A for the benefit of Pool B shareholders. Such transfers are consistent with the pro rata allocation of Pool B shareholders of record as of the initial segregation of assets in the LGIP. Effective March 2008, the SBA contracted with Federated Investors, Inc. to provide investment advisory services to the investment pool. The SBA has since put into place processes that allow for improved reporting full transparency, conservative investment practices, improved portfolio guidelines and stricter internal controls. According to the SBA, Pool A meets the criteria to be considered as "2a-7 like", as defined by GASB Statement No. 31. Accordingly, it has been reported at the same value as the pool shares allocated to the District. Pool A maintains an AAAM rating by Standard and Poor's Ratings Services.

Pool B is accounted for as a fluctuating net asset value (NAV) pool. The pool is currently not rated by any nationally recognized statistical rating agency. Fund B's primary objective is to maximize the present value of distributions from Fund B. Fund B principally consists of Segregated Securities, which are securities originally purchased for Florida PRIME that (1) defaulted in the payment of principal and interest; (2) were extended; (3) were restructured or otherwise subject to workout; (4) experienced elevated market illiquidity; or (5) did not meet the criteria of the nationally recognized statistical rating organization ("NRSRO") that provides Florida PRIME's AAAM rating. In pursuing Fund B's investment objective, the Investment Manager may, in its sole discretion, sell, exchange, or otherwise dispose of, or agree to the extension, workout or restructuring of, Segregated Securities; provided that the Investment Manager determines, in its sole discretion, that such sale, exchange, disposition, extension, workout or restructuring is in the best interest of participants.

(Continued)

SOUTH BROWARD DRAINAGE DISTRICT

Notes to Financial Statements (Continued)

(3) CASH AND INVESTMENTS (Continued)

The Investment Manager may invest proceeds received from any sale, exchange or other disposition of Segregated Securities in securities that are eligible under this Policy for Florida PRIME. The Investment Manager, as part of a restructuring, workout, or exchange, also may accept securities that are not eligible under the Policy for Florida PRIME, in its sole discretion. Past performance is no guarantee of future performance. An investment in the Fund B is not a bank deposit and is not insured or guaranteed by the FDIC or any other government entity. Investors may lose money investing in Fund B, and returns may not keep pace with inflation.

Participants in Fund B will receive periodic distributions to the extent that Fund B receives proceeds deemed material by the SBA from (1) the natural maturities of securities, coupon interest collections, or collateral interest and principal paydowns; or (2) the sale of securities, collateral liquidation, or other restructure and workout activities undertaken. To effect the distribution, the Investment Manager will transfer cash or securities to Florida PRIME for the benefit of Fund B shareholders. Such transfers will be consistent with the pro rata allocation of Fund B shareholders of record as of the initial partition of Segregated Securities within Florida PRIME.

The Local Government Investment Pool is governed by the rules of Chapter 19-7 of the Florida Administrative Code. These rules provide guidance and establish the general operating procedures for the Administration of the Pool. Additionally, the Office of the Auditor General performs the operational audit of the activities and investments of the SBA.

Interest Rate and Credit Risk

The District's investment portfolio shall be actively managed in an effort to attain the highest available market rate of return while still operating within this Investment Policy. Securities may be traded for other similar securities to improve interest income, maturity or credit risk. A loss may be incurred for accounting purposes provided any of the following occurs with respect to the replacement security:(1) The interest income has been increased; (2) The time to maturity has been reduced; or (3) The credit quality has been improved.

Permitted investments of bond proceeds are usually set forth in the bond documents. Investment strategies or vehicles commonly utilized for the investment of bond proceeds may differ from those of other District funds.

The District will to the extent practicable make every attempt to match its investments in a manner as to provide sufficient liquidity to pay obligations of the District as they become due with anticipated cash-flow requirements. In order to meet projected cash requirements, the District will invest all surplus District checking account balances into the State of Florida Investment Pool (SBA), and/or

(Continued)

SOUTH BROWARD DRAINAGE DISTRICT

Notes to Financial Statements (Continued)

(3) CASH AND INVESTMENTS (Continued)

other longer-term investments. Unless matched to a specific cash flow requirement, the District will generally not directly invest in securities maturing more than five (5) years from the date of purchase. Pool A is rated AAAm by Standard & Poor's, and investment into the fund by local governments is consistent with SEC rule 2a-7. Pool B is currently not rated by any nationally recognized statistical rating agency.

All of the District's investments in agency securities for fiscal year 2012 were rated at least AA+ by Standard and Poor's and Fitch ratings, and at least A1 by Moody's Investor Services.

Custodial Credit Risk - Deposits

All of the District's cash deposits are held in accounts at depository institutions which are recognized as State of Florida Qualified Public Depositories in accordance with state statutes and the District's investment policy.

The most significant cash deposit of the District at September 30, 2012 is the balance of approximately \$3,241,000 in the general fund emergency accounts.

Custodial Credit Risk - Investments

The District's investment policy requires that all securities be held with a third-party custodian in a separate account which is designated as an asset of the District. The custodian acts as the safekeeper of the District's investment securities. No withdrawal of securities, in whole or in part, is made from safekeeping without written authorization of designated District staff.

Concentration of Credit Risk

The District's policy authorizes investment allocation limits on security types, issuers, and maturity limitations. However, the District Director has the option to modify investment percentages from time-to-time based on market conditions, risk and diversification investment strategies after review and discussion with the District Treasurer and members of the investment committee.

The District believes it is not exposed to any foreign currency risk as a result of their investment in the State of Israel Bonds.

(Continued)

SOUTH BROWARD DRAINAGE DISTRICT

Notes to Financial Statements (Continued)

(3) CASH AND INVESTMENTS (Continued)

Percentage Allocation by Issuer as of September 30, 2012

<u>Issuer</u>	<u>Percentage of Total</u>
Local Government Surplus Trust Fund – Pool A	.49%
Local Government Surplus Trust Fund – Pool B	.63%
State of Israel Bonds	6.67%
SunTrust Bank	74.58%
Regent Bank CD	3.17%
Bank United CD	1.33%
TD Bank CD	3.30%
Stonegate Bank CD	3.30%
Bank of America CD	3.30%
Landmark Bank CD	3.24%

Cash and investments as of September 30, 2012 are comprised of the following:

Cash deposits:

Money market accounts	\$ 4,164,011
Demand deposits	1,431,536
Petty cash	<u>800</u>

Total cash deposits \$ 5,596,347

Investments:

Local Government Surplus Trust Fund – Pool A	\$ 36,974
Local Government Surplus Trust Fund – Pool B	46,962
Certificates of deposit	1,323,000
State of Israel Bonds	<u>500,000</u>

Total investments \$ 1,906,936

Total cash and investments \$ 7,503,283

(4) MAINTENANCE TAXES AND SPECIAL ASSESSMENTS

Maintenance taxes and special assessments attach as an enforceable lien on the owners' properties as of January 1. The taxes are levied on November 1 and are payable, without penalty, from November 1 to the following March 31. Broward County bills and collects these taxes and assessments and remits these proceeds to the District.

(Continued)

SOUTH BROWARD DRAINAGE DISTRICT

Notes to Financial Statements (Continued)

(5) OTHER ASSETS

Other assets as of September 30, 2012 consisted of the following:

Prepaid expenses	<u>\$ 17,323</u>
	<u>\$ 17,323</u>

(6) CAPITAL ASSETS

The following summarizes changes in the capital assets:

	<u>Balance 9/30/11</u>	<u>Additions</u>	<u>Deletions</u>	<u>Balance 9/30/12</u>
Capital Assets Not Being Depreciated:				
Land	\$ 349,616	\$ -	\$ -	\$ 349,616
Canal Improvements and Lakes	<u>9,757,642</u>	<u>236,218</u>	<u>-</u>	<u>9,993,860</u>
Total Capital Assets Not Being Depreciated	<u>10,107,258</u>	<u>236,218</u>	<u>-</u>	<u>10,343,476</u>
Capital Assets Being Depreciated:				
Water Control Structures	8,758,161	71,332	-	8,829,493
Buildings - District Headquarters	802,551	-	-	802,551
Vehicles	420,673	228,373	-	649,046
Equipment	<u>399,718</u>	<u>7,725</u>	<u>-</u>	<u>407,443</u>
Total Capital Assets Being Depreciated	<u>10,381,103</u>	<u>307,430</u>	<u>-</u>	<u>10,688,533</u>
Less Accumulated Depreciation				
Water Control Structures	4,967,067	238,357	-	5,205,424
Buildings	443,489	20,064	-	463,553
Vehicles	467,185	65,626	-	532,811
Equipment	<u>472,122</u>	<u>78,171</u>	<u>-</u>	<u>550,293</u>
Total Accumulated Depreciation	<u>6,349,863</u>	<u>402,218</u>	<u>-</u>	<u>6,752,081</u>
Capital Assets, Net	<u>\$ 14,138,498</u>	<u>\$ 141,430</u>	<u>\$ -</u>	<u>\$ 14,279,928</u>

(7) RETIREMENT PLAN

Plan Description -

The District participates in the Florida Retirement System ("FRS"), a cost-sharing multiple-employer Public Employee Retirement System (PERS), which covers all District employees. The FRS offers a defined benefit plan and an investment plan, and each employee has an option to elect the plan in which they wish to participate. The FRS is non-contributory by the employee and is totally administered by

(Continued)

SOUTH BROWARD DRAINAGE DISTRICT

Notes to Financial Statements (Continued)

(7) RETIREMENT PLAN (Continued)

the State of Florida, Department of Management Services - Division of Retirement and they provide an annual report which is available to the public every year. Each year FRS issues a publicly available financial report that includes financial statements and required supplementary information. That report may be obtained by writing to the Division of Retirement, PO Box 9000, Tallahassee, Florida 32315-9000.

Funding Policy -

The system is non-contributory for employees; and the District's actuarially determined required contribution rate, as established by State statute, was 5.18% for covered regular payroll, and 6.30% for senior management payroll (District Director). All employees of the District contribute 3% of their salary to the program. The combined pension contributions approximated \$85,501 for the year ended September 30, 2012, which amounts to 8.34% of current-year covered payrolls. The District's total and current-year covered payroll was approximately \$1,025,657.

(8) PERMITS AND OTHER INCOME

Other income for the year ended September 30, 2012 consisted of the following:

Rental income	\$ 18,016
Permit fees	48,032
Basin S-3 cost contribution	269,931
Recertification program	44,419
Forgiveness of interfund debt – general fund	141,906
Forgiveness of interfund debt – S 9/10	<u>3,250</u>
	<u>\$ 525,554</u>

On February 23, 2012 the District entered into a construction agreement with a developer to design and construct the necessary Basin S-3 drainage improvements. The District had previously collected \$89,000 towards the S-3 improvements and the developer has agreed to fund the additional costs of \$269,931. As the permits for this project have been issued by the South Florida Water Management District during December 2012, according to the agreement the developer shall no longer have any recourse for or entitlement to reimbursement of the \$269,931 contribution to the District.

SOUTH BROWARD DRAINAGE DISTRICT

Notes to Financial Statements (Continued)

(9) LEASE AGREEMENT

On June 28, 2004 the District entered into a lease agreement with the Town of Southwest Ranches to lease space on the District's property to maintain seven modular facilities for use as a temporary Town Hall. Effective June 28, 2010 the District agreed with the Town on a five year extension until June 27, 2014. Southwest Ranches notified the District of their intent to move, and pursuant to the lease agreement with the District, on March 30, 2012 their security deposit was returned, as Southwest Ranches had completed returning the space back to its original condition, and the lease agreement had been formally terminated by the Board.

(10) COMMITMENT

The District entered into a contract with the new District Director effective May 17, 2010. The Board shall employ the director as the Chief Administrator/Director of the District for a term of four (4) years commencing June 1, 2010 and terminating on May 31, 2014. This Contract shall automatically renew for term of four (4) years unless otherwise terminated in accordance with the provisions contained herein. The contract provides for an annual base salary with annual increases linked to the cost of living index, however not less than 3%. The contract also provides for benefits, including but not limited to life insurance, vacation time and sick leave.

The District also entered into contracts with the Assistant District Director and the Project Manager effective April 22, 2010. These contracts are for a term of four years commencing on the effective date of April 22, 2010 and terminating on September 30, 2014. These Contracts shall automatically renew for term of four (4) years unless otherwise terminated in accordance with the provisions contained herein. The contracts provide for an annual base salary with annual increases linked to the cost of living index, however not less than 3%. The contracts also provides for benefits, including but not limited to life insurance, vacation time and sick leave.

(11) RISK MANAGEMENT

The District is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; and natural disasters for which the District carries commercial insurance. Settlements have not exceeded insurance coverage for any of the past three fiscal years.

(12) SUBSEQUENT EVENTS

Subsequent events have been evaluated through January 15, 2013, which is the date the financial statements were available to be issued to the District.

**REQUIRED SUPPLEMENTARY
INFORMATION OTHER THAN M,D & A
(unaudited)**

SOUTH BROWARD DRAINAGE DISTRICT
Statement of Revenues, Expenditures and Changes
in Fund Balance – Budget and Actual – General Fund
(Budgetary Basis)
For the fiscal year ended September 30, 2012

	<u>Final Budget **</u>	<u>Actual - Budgetary Basis</u>	<u>Variance – Favorable (Unfavorable)</u>
Revenues:			
Maintenance taxes	\$ 3,053,734	\$ 3,054,760	\$ 1,026
Basin S-3 Drainage improvements	-	269,931	269,931
Permit fees and other income	53,000	257,072	204,072
Interest	<u>47,500</u>	<u>37,931</u>	<u>(9,569)</u>
	<u>3,154,234</u>	<u>3,619,694</u>	<u>465,460</u>
Expenditures:			
Administrative salaries	298,422	300,353	(1,931)
Board of Commissioners' salaries	37,800	37,800	-
Field operations' salaries	464,607	448,081	16,526
Inspectors' salaries	222,503	231,964	(9,461)
Payroll taxes	85,340	77,984	7,356
Pension costs	53,789	51,564	2,225
Other salaries and costs	75,000	45,261	29,739
Accounting fees	26,000	24,750	1,250
Engineering/consulting/special projects	45,000	37,095	7,905
Legal fees	70,200	78,564	(8,364)
Legal fees – special projects	60,000	59,316	684
Other professional fees	1,000	-	1,000
Commercial property package	36,500	33,749	2,751
General liability	42,000	40,744	1,256
Group health and life insurance	384,260	303,810	80,450
Workers compensation	21,275	18,832	2,443
Advertising	8,000	7,849	151
Computer supplies and upgrades	8,400	8,310	90
Dues and subscriptions	5,400	4,642	758
Flight service	2,500	-	2,500
Electric costs	16,456	13,048	3,408
Gas(LP) auxiliary power	5,000	136	4,864
Janitorial services	2,200	1,788	412
Licenses and fees	900	893	7

(Continued)

See accompanying notes to the financial statements.

SOUTH BROWARD DRAINAGE DISTRICT
Statement of Revenues, Expenditures and Changes
in Fund Balance - Budget and Actual - General Fund
(Budgetary Basis) - Continued
For the fiscal year ended September 30, 2012

	<u>Final Budget **</u>	<u>Actual - Budgetary Basis</u>	<u>Variance - Favorable (Unfavorable)</u>
Maintenance contracts	\$ 9,200	\$ 5,111	\$ 4,089
Miscellaneous/uniforms	4,500	3,646	854
Office supplies and postage	4,300	3,963	337
Payroll service	2,400	2,807	(407)
Printing and stationary	2,328	1,032	1,296
Public records, storage and filing	6,050	6,118	(68)
Telephone and miscellaneous communications	15,000	13,066	1,934
Water and sewer costs	3,000	1,947	1,053
Buildings and grounds maintenance	53,723	30,979	22,744
Equipment rental	10,000	1,238	8,762
Equipment and vehicles maintenance	23,100	21,431	1,669
Fuel, oil and lubricants -			
Pump stations	82,000	83,871	(1,871)
Vehicles and equipment	45,000	36,923	8,077
Hazardous materials	7,500	-	7,500
Janitorial supplies	1,000	618	382
Hurricane preparedness supplies	1,500	1,322	178
Landscaping and mowing	19,750	17,709	2,041
Photography and VCR equipment	350	216	134
Pump station and flood gates maintenance	48,800	45,101	3,699
Safety and SCUBA equipment	2,500	2,469	31
Sanitation and exterminating services	500	182	318
Small tools and shop supplies	9,000	8,746	254
Water recorder/elevation gauge/telemetry	20,000	20,342	(342)
Canal and swale renovations	30,000	17,804	12,196
Culvert cleaning	70,000	59,273	10,727
Culvert and flapper gate repairs	25,000	-	25,000
Endwall repairs and replacements	1,000	550	450
Erosion control	62,000	61,800	200
Gates, fences and ramp upgrades	5,000	1,369	3,631
Outfall structures	2,000	-	2,000
Trash rack, piling and tank upgrades	20,000	15,484	4,516
Tree removal	56,700	40,561	16,139

(Continued)

See accompanying notes to the financial statements.

SOUTH BROWARD DRAINAGE DISTRICT
Statement of Revenues, Expenditures and Changes
In Fund Balance - Budget and Actual - General Fund
(Budgetary Basis) - Continued
For the fiscal year ended September 30, 2012

	<u>Final Budget **</u>	<u>Actual - Budgetary Basis</u>	<u>Variance - Favorable (Unfavorable)</u>
Herbicides	\$ 384,000	\$ 325,910	\$ 58,090
Triploid carp	40,000	38,500	1,500
Water testing	8,000	8,097	(97)
Seminars, meetings and conferences	13,350	7,844	5,506
Bank charges	-	370	(370)
Equipment and vehicles purchases	42,500	32,311	10,189
Pump station and drainage improvements	-	66,907	(66,907)
Contingency	10,000	2,500	7,500
Billing and collection costs	61,075	59,263	1,812
Discounts and commissions	<u>106,881</u>	<u>109,766</u>	<u>(2,885)</u>
 Total expenditures	 <u>3,281,559</u>	 <u>2,983,679</u>	 <u>297,880</u>
Excess (deficiency) of revenues over expenditures	 <u>\$ (127,325)*</u>	 <u>636,015</u>	 <u>\$ 763,340</u>
 Fund balance at beginning of year		 6,657,945	
Adjustment ***		 <u>(363,416)</u>	
 Fund balance at end of year		 <u>\$ 6,930,544</u>	

* Appropriation of Fund Balance

** The District amended certain line items of the original budget on August 30, 2012. The changes were immaterial and only the final budget has been presented for purposes of this statement.

*** In order to reconcile the excess of revenues over expenditures for budgetary purposes to GAAP, the adjusted difference between the 2012 and 2011 reserve for encumbrances and reserve fund adjustments, which amount to a total of (\$363,416), would be included as the reconciling item. (See Note 2)

See accompanying notes to the financial statements.

OTHER REPORTS SECTION

SOUTH BROWARD DRAINAGE DISTRICT

**REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING
AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF
FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE
WITH *GOVERNMENT AUDITING STANDARDS*
For the fiscal year ended September 30, 2012**

**REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING
AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF
FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE
WITH *GOVERNMENT AUDITING STANDARDS***

To the Honorable Board of Commissioners,
South Broward Drainage District:

We have audited the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of South Broward Drainage District (“the District”), as of and for the year ended September 30, 2012, which collectively comprise the District’s basic financial statements and have issued our report thereon dated December 27, 2012. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

Internal Control Over Financial Reporting

Management of the District is responsible for establishing and maintaining effective internal control over financial reporting. In planning and performing our audit, we considered the District’s internal control over financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District’s internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the District’s internal control over financial reporting.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. *A material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity’s financial statements will not be prevented, or detected and corrected on a timely basis.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be deficiencies, significant deficiencies, or material weaknesses. We did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses, as defined above.

**INDEPENDENT AUDITORS' MANAGEMENT LETTER REQUIRED BY
CHAPTER 10.550, RULES OF THE STATE OF FLORIDA OFFICE
OF THE AUDITOR GENERAL**

December 27, 2012

To the Honorable Board of Commissioners,
South Broward Drainage District:

We have audited the financial statements of the South Broward Drainage District, whose headquarters is located in Southwest Ranches, Florida, as of and for the fiscal year ended September 30, 2012, and have issued our report thereon dated December 27, 2012.

We have issued our Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*, and Chapter 10.550, Rules of the State of Florida Office of the Auditor General, dated December 27, 2012. Disclosures in those reports, if any, should be considered in conjunction with this management letter.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Additionally, our audit was conducted in accordance with Chapter 10.550, Rules of the Auditor General, which governs the conduct of local governmental entity audits performed in the State of Florida. This letter includes the following information, which is not included in the aforementioned auditor's reports or schedule:

- Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. Corrective actions have been taken to address findings and recommendations made in the preceding annual financial report.
- Section 10.554(1)(i)2., Rules of the Auditor General, requires our audit to include a review of the provisions of Section 218.415, Florida Statutes, regarding the investment of public funds. In connection with our audit, we determined that the South Broward Drainage District complied with Section 218.415, Florida Statutes.
- Section 10.554(1)(i)3., Rules of the Auditor General, requires that we address in the management letter any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.
- Section 10.554(1)(i)4., Rules of the Auditor General, requires that we address violations of laws, regulations, contracts or grant agreements, or abuse that have occurred, or are likely to have occurred, that have an effect on the determination of financial statement amounts that is less than material but more than inconsequential. In connection with our audit, we did not have any such findings.
- Section 10.554(1)(i)5., Rules of the Auditor General, provides that the auditor may, based on professional judgment, report the following matters that are inconsequential to the determination of financial statement amounts, considering both quantitative and qualitative factors: (1) violations of contracts or grant agreements, fraud, illegal acts, or abuse that have occurred, or are likely to have occurred, and (2) control deficiencies that are not significant deficiencies, including, but not limited to: (a) improper or inadequate accounting procedures (e.g., the omission of required disclosures from the annual financial statements); (b) failures to properly record financial transactions; and (c) inaccuracies, shortages, defalcations, and instances of fraud discovered by, or that come to the attention of, the auditor. In connection with our audit, we did not have any such findings.
- Section 10.554(1)(i)6., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. The South Broward Drainage District was originally established pursuant to the provisions of Chapter 12049, a Special Act of the Florida Legislature in 1927. Since the initial charter was created several revisions have been made by the Florida Legislature, the latest having been completed in 2011. There are no component units of the South Broward Drainage District to be disclosed as required by accounting principles generally accepted in the United States of America.

- Section 10.554(1)(i)7.a., Rules of the Auditor General, requires a statement be included as to whether or not the local governmental entity has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and identification of the specific condition(s) met. In connection with our audit, we determined that the South Broward Drainage District did not meet any of the conditions described in Section 218.503(1), Florida Statutes.
- Section 10.554(1)(i)7.b., Rules of the Auditor General, requires that we determine whether the annual financial report for the South Broward Drainage District for the fiscal year ended September 30, 2011, filed with the Florida Department of Financial Services pursuant to Section 218.32(1)(a), Florida Statutes, is in agreement with the annual financial audit report for the fiscal year ended September 30, 2011. In connection with our audit, we determined that these two reports were in agreement.
- Pursuant to Sections 10.554(1)(i)7.c, and 10.556(7), Rules of the Auditor General, we applied financial condition assessment procedures. It is management's responsibility to monitor the South Broward Drainage District's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same as of September 30, 2012, and through the date of our audit report, December 27, 2012.
- Section 10.554(1)(i)9, Rules of the Auditor General, requires a statement to be included as to whether or not the local government provides monthly financial statements to its governing board and has made these financial statements available for public access on the District's website. The District is complying with this requirement.

Pursuant to Chapter 119, Florida Statutes, this management letter is a public record and its distribution is not limited. Auditing standards generally accepted in the United States of America require us to indicate that this letter is intended solely for the information and use of the Board of Commissioners of South Broward Drainage District, management, and the Florida Auditor General, and is not intended to be and should not be used by anyone other than these specified parties.

Very truly yours,

Margolies, Fink & Wichrowski
Certified Public Accountants
Pompano Beach, Florida

PART I - CURRENT YEAR COMMENTS AND RECOMMENDATIONS

No comments were noted for the fiscal year ended September 30, 2012.

PART II - STATUS OF PRIOR YEAR COMMENTS AND RECOMMENDATIONS

Not applicable as there were no comments or recommendations in the prior fiscal year.

SOUTH BROWARD DRAINAGE DISTRICT

**STATEMENT OF EXPLANATION OR REBUTTAL TO
MANAGEMENT LETTER COMMENTS AND RECOMMENDATIONS
For the fiscal year ended September 30, 2012**

There is no response required for the current year.

MEMORANDUM

DATE: February 21, 2013

TO: South Broward Drainage District Commissioners

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

Subject: Contract Award for Homeland Security Outfall Culvert Relocation project in
Pembroke Pines

Comments:

South Broward Drainage District (SBDD) advertised for bids for the Homeland Security Outfall Culvert Relocation project in Pembroke Pines. SBDD received nine (9) bids, ranging in price from \$70,060.00 to \$143,935.00. Each bidder was required to attend a mandatory pre-bid meeting as a prerequisite to submitting a bid. A copy of the Bid Summary is attached.

The lowest bid received was submitted by Pierson, Inc. in the amount of \$70,060.00. SBDD has reviewed the bid submitted by Pierson, Inc. and has determined that the Contractor is qualified to perform the work and that the bid meets all requirements. SBDD has checked references for Pierson, Inc. and all references were positive.

This project is part of the Settlement Agreement between 15500 Pines Boulevard Corporation and Pembroke Plaza Partners, LLC (Pembroke Plaza); Grand Palms Golf & Country Club (Grand Palms); and SBDD, which was ordered and adjudged on November 11, 2012. A copy of the Settlement Agreement is attached.

Paragraph 12 of the Settlement Agreement states in part that “the maximum exposure of the SBDD for the cost of construction of the Improvements shall not exceed \$25,500.00 (and in addition SBDD shall bear \$4,500 of the cost of the Engineering/Management Services as foresaid)”.

Paragraph 14 of the Settlement Agreement states in part “if Pembroke Plaza agrees in writing, in its sole discretion, to be responsible for the amount of the lowest responsible bid price for constructing the Improvements in excess of \$60,000.00, the SBDD shall, subject to paragraph 15 below, be obligated to proceed with awarding the bid to said lowest, responsible bidder.”

Paragraph 15 of the Settlement Agreement states “before SBDD shall be obligated to award the Contract for construction of the Improvements, all moneys which are in excess of the SBDD’s maximum \$25,500.00 obligation (plus \$4,500.00 of the cost of the Engineering/Management

Service) as stated herein shall be paid to and delivered to the SBDD by Pembroke Plaza (inclusive of its \$4,500.00 payment toward the cost of the Engineering/Management Service). Promptly within 14 calendar days, upon receipt of such payments from Pembroke Plaza, SBDD shall award the Contract for construction of the Improvements. If said monies are not received within 14 calendar days after notification is delivered to Pembroke Plaza and Grand Palms, then this Agreement shall automatically terminate and be of no force or effect”.

In accordance with the Settlement Agreement, I am recommending that the District award the contract for the Homeland Security Outfall Culvert Relocation project to Pierson, Inc. as the lowest, responsible bidder in the amount of \$70,060.00, subject to the receipt of payment from Pembroke Plaza as outlined in Paragraph 15 of Settlement Agreement.

Financial Impacts to this Agenda item: this project is included under the District’s 2012-2013 Capital Improvement Plan (CIP); and funding for the project will come from the SBDD Capital Improvement Committed Account in the amount of \$25,500.00. The balance of the project will be funded by Pembroke Plaza.

This is to request approval to award the contract for the Homeland Security Outfall Culvert Relocation project to Pierson, Inc. as the lowest, responsible bidder in the amount of \$70,060.00, subject to the receipt of payment from Pembroke Plaza as outlined in Paragraph 15 of Settlement Agreement between 15500 Pines Boulevard Corporation and Pembroke Plaza; Grand Palms; and SBDD. Funding for this project will come from the SBDD Capital Improvement Committed Account.

KH

Attachments

BID TABULATION

SOUTH BROWARD DRAINAGE DISTRICT

HOMELAND SECURITY OUTFALL CULVERT RELOCATION PROJECT

Thursday, January 31, 2013

(BID RESULTS HAVE NOT BEEN FULLY EVALUATED)

<u>COMPANY NAME</u>	<u>TOTAL BID AMOUNT</u>	<u>COMMENTS</u>
PIERSON INC.	\$70,060.00	
EVERGLADES CONTRACTING LLC.	\$78,948.00	
JMS CONSTRUCTION SVCS., INC.	\$85,946.00	
KAILAS CONTRACTORS	\$87,500.00	
TRIPLE R PAVING, INC.	\$90,140.00	
LCCI Construction, LLC	\$96,870.00	
JOHNSON-DAVIS INC.	\$106,700.00	
CARIBE UTILITIES OF FLORIDA	\$132,980.00	
WESTWIND CONTRACTING, INC.	\$143,935.00	

IN THE CIRCUIT COURT OF THE 17TH JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY, FLORIDA

15500 PINES BOULEVARD CORPORATION,
a Florida corporation, and PEMBROKE PLAZA
PARTNERS, LLC, a foreign limited liability
company,
Plaintiffs,

File No: 05-12193 (04)
Civil Division

vs.

HOLLYWOOD LAKES COUNTRY CLUB, INC.,
a Florida corporation doing business as GRAND PALMS
GOLF & COUNTRY CLUB,
Defendant/Third Party Plaintiff

And

SOUTH BROWARD DRAINAGE DISTRICT, a political
subdivision of the state of Florida,
Third Party Defendant.

AGREED

**ORDER APPROVING SETTLEMENT AGREEMENT, APPROVING VOLUNTARY
DISMISSAL WITH PREJUDICE OF THE PROCEEDINGS AND ORDER
RESERVING JURISDICTION TO ENFORCE THE TERMS OF THE SETTLEMENT
AGREEMENT**

THIS CAUSE, having come on before the Court on the above styled parties Motion to Approve Settlement Agreement, Approving Voluntary Dismissal with Prejudice of the Proceedings and Order Reserving Jurisdiction to Enforce the Terms of the Settlement Agreement and the Court being fully advised in the premises,

IT IS THEREUPON ORDERED AND ADJUDGED as follows:

1. That the Settlement Agreement attached to the Motion to Approve Settlement Agreement as Exhibit "A" a copy of which is attached hereto as Exhibit "A" is approved in its entirety and the Parties shall abide by its terms.
2. That the above styled proceeding is dismissed with prejudice.
3. That this Court reserves jurisdiction for the purpose of enforcing the terms of the Agreement and to issue such other orders as may be deemed appropriate.

DONE AND ORDERED IN CHAMBERS at Fort Lauderdale, Broward County, Florida
this 8 day of NOV, 2012.

Circuit Judge

EILEEN O'CONNOR

NOV 08 2012

A TRUE COPY

copies furnished:

James Saunders, III, Esquire, Attorney for Defendant/Third Party Plaintiff
W. Wyndham Geyer, Jr., Esquire, Attorney for Plaintiffs
Douglas R. Bell, Esquire, Attorney for Third Party Defendant

SETTLEMENT AGREEMENT

SETTLEMENT AGREEMENT by and between **15500 PINES BOULEVARD CORPORATION**, a Florida corporation, now known as **15500 Pines Boulevard LLC**, a Florida limited liability company (“15500”), **PEMBROKE PLAZA PARTNERS, LLC**, a Virginia limited liability company (“Pembroke Plaza”), **SOUTH BROWARD DRAINAGE DISTRICT**, a political subdivision of the State of Florida (“SBDD”) and **HOLLYWOOD LAKES COUNTRY CLUB, INC. d/b/a GRAND PALMS GOLF & COUNTRY CLUB** (“Grand Palms”)

EXHIBIT “A”

IN THE CIRCUIT COURT OF THE 17TH
JUDICIAL CIRCUIT, IN AND FOR
BROWARD COUNTY, FLORIDA

CASE NO. 05-012193 (04)

15500 PINES BOULEVARD CORPORATION,
a Florida corporation (now known as 15500 Pines
Boulevard LLC, a Florida limited liability company),
and PEMBROKE PLAZA PARTNERS, LLC, a
Virginia limited liability company,

Plaintiffs,

vs.

HOLLYWOOD LAKES COUNTRY CLUB, INC.,
a Florida corporation doing business as GRAND
PALMS GOLF & COUNTRY CLUB,

Defendant/Third Party Plaintiff,

and

SOUTH BROWARD DRAINAGE DISTRICT, a
political subdivision of the State of Florida,

Third Party Defendant.

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is made and entered into this 28th day of Sept., 2012 by and between 15500 PINES BOULEVARD CORPORATION, a Florida corporation, now known as 15500 Pines Boulevard LLC, a Florida limited liability company ("15500"), PEMBROKE PLAZA PARTNERS, LLC, a Virginia limited liability company ("Pembroke Plaza"), SOUTH BROWARD DRAINAGE DISTRICT, a political subdivision of the State of Florida ("SBDD") and HOLLYWOOD LAKES COUNTRY CLUB, INC. d/b/a GRAND PALMS GOLF & COUNTRY CLUB ("Grand Palms") each being referred to individually as a "Party" and collectively as the "Parties").

RECITALS

- A. The Parties are presently involved in this litigation (the "Lawsuit"); and
- B. The Parties now desire to settle the Lawsuit;

NOW, THEREFORE, in consideration of the matters set forth in this Agreement, and other good and valuable consideration the sufficiency of which is hereby acknowledged, and with the intent to be legally bound, the Parties hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and incorporated herein by reference.

2. This Lawsuit involves two properties designated as: (a) the 15500 Pines Boulevard Site, a portion of which is owned by 15500, and a portion, known as the Homeland Security portion, of which is currently owned by NGP V Pembroke FL LLC, a Delaware limited liability company ("NGP"), successor to Pembroke Plaza (collectively ("Pines Property") and (b) the Grand Palms Golf Course Site owned by Grand Palms ("Grand Palms Property"), such properties being more particularly described in **Exhibit "A"** attached to this Settlement Agreement.

3. There presently exists a 48" outfall culvert which connects the east end of the portion of the Pines Property formerly owned by Pembroke Plaza (and now owned by NGP) to the Northeastern Lake on Grand Palms Property. That outfall culvert is depicted as "Existing 48" Outfall" on **Exhibit "B"** ("Existing Outfall").

4. The Parties agree that the Existing Outfall will be blocked so that there will be no further drainage from the Existing Outfall onto the Grand Palms Property.

5. Prior to blocking the Existing Outfall, the Parties agree that a new outfall culvert not to exceed 48" in diameter, a new control structure, and headwall will be constructed ("New Control Structure"). The New Control Structure will be installed on the west end of the Homeland Security portion of the Pines Property formerly owned by Pembroke Plaza (and now owned by NGP) and will connect to the north central lake on the Grand Palms property which is located in the approximate center of Hole #9 of the Sabel 9 course on the Grand Palms Property, as depicted on **Exhibit "B"**.

6. The New Control Structure will be designed and constructed so as to permit and limit the drainage of water from the Pines Property to the Grand Palms Property not to exceed the drainage permitted by the Existing Outfall.

7. The blocking of the Existing Outfall and the construction of the New Control Structure will be referred to collectively as the "Improvements."

8. The SBDD agrees to be solely responsible for the preparation of all engineering plans, securing bids for the performance of all work and materials, and securing contracts for all work and materials related to the Improvements. The SBDD will also be responsible for the performance of all construction management and contract administration. These responsibilities will be collectively referred to as "Engineering/Management Service." Except as stated in Paragraphs 19 and 20, it is acknowledged and agreed by the parties that neither 15500, Pembroke Plaza nor NGP shall have any liability to Grand Palms or its successors and assigns or

any other Party hereto in connection with the design, performance or capacity of the New Control Structure or the development of the Improvements. The SBDD shall provide Pembroke Plaza and NGP a copy of the final engineering plans for the Improvements and shall not solicit bids for the construction of the Improvements until NGP has provided its approval which NGP will endeavor to provide (or provide specific reasons for its disapproval) within 14 days after receipt of the final engineering plans.

9. SBDD estimates that the cost of construction of the Improvements is \$60,000.00.

10. For the purpose of this Agreement, the cost of the Engineering/Management Service to be incurred by SBDD is agreed to be \$9,000.00.

11. Subject to the provisions of paragraph 12 below, the SBDD agrees to pay 50% of the cost of construction of the Improvements. In addition, SBDD agrees to be responsible for \$4,500.00 towards the amount agreed for the cost of the Engineering/Management Service.

12. The maximum exposure of the SBDD for the cost of construction of the Improvements shall not exceed \$25,500.00 (and in addition SBDD shall bear \$4,500.00 of the cost of the Engineering/Management Service as aforesaid). Subject to the provisions of paragraph 13 below, in the event the total cost of construction of the Improvements exceeds \$60,000.00, Pembroke Plaza shall be responsible for the payment of the total amount of said excess.

13. Pembroke Plaza will pay SBDD \$4,500.00 of the cost of the Engineering/Management Service and will pay for the balance of the costs of construction of the Improvements not to exceed \$34,500.00 unless specifically approved by Pembroke Plaza in writing pursuant to paragraph 14 below.

14. SBDD shall be responsible for obtaining at least three (3) bids for the cost of construction of the Improvements after NGP has provided its approval of the final engineering plans pursuant to Paragraph 8 above. In the event that the lowest responsible bid for construction of the Improvements does not exceed \$60,000.00, SBDD shall promptly notify all Parties in writing and shall, subject to paragraph 15 below, be obligated to award the Contract for construction of the Improvements. Notwithstanding any statement herein, should the lowest responsible bid price for the construction of the Improvements exceed \$60,000.00, the SBDD has the option, subject to the provisions hereof, to reject all bids. In this event, the SBDD shall promptly notify all Parties in writing and the SBDD may advertise for new bids within a reasonable period of time not to exceed 3 months or, upon a majority vote of the SBDD Board of Commissioners, to cancel this Agreement in its entirety, which cancellation will be binding on all parties, provided, however, if Pembroke Plaza agrees in writing, in its sole discretion, to be responsible for the amount of the lowest responsible bid price for constructing the Improvements in excess of \$60,000.00, the SBDD shall, subject to paragraph 15 below, be obligated to proceed with awarding the bid to said lowest responsible bidder. Notwithstanding the above, if SBDD receives only one or two bids, the lowest of which is acceptable to all parties, said low bid shall be accepted.

15. Before SBDD shall be obligated to award the Contract for construction of the Improvements, all moneys which are in excess of the SBDD's maximum \$25,500.00 obligation (plus \$4,500.00 of the cost of the Engineering/Management Service) as stated herein shall be paid to and delivered to the SBDD by Pembroke Plaza (inclusive of its \$4,500.00 payment toward the cost of the Engineering/Management Service). Promptly within 14 calendar days, upon receipt of such payments from Pembroke Plaza, SBDD shall award the Contract for construction of the Improvements. If said monies are not received within 14 calendar days after notification is delivered to Pembroke Plaza and Grand Palms, then this Agreement shall automatically terminate and be of no force or effect.

16. In the event this Agreement should be cancelled or terminated, as stated herein, the legal proceedings between the parties shall resume as if this Agreement had not been entered into. In the alternative, the parties may enter into a modified amended, revised or new agreement.

17. Pembroke Plaza agrees to secure a drainage easement for the benefit of the SBDD over that portion of the Pines Property necessary to construct that portion of the New Control Structure located on that portion of the Pines Property formerly owned by Pembroke Plaza (and currently owned by NGP). A draft copy of the new drainage easement shall be prepared by SBDD and submitted to NGP and Pembroke Plaza for approval by NGP (and its secured lender), which approval NGP will endeavor to provide (or provide specific reasons for disapproval) within 14 days after receipt of the draft new drainage easement. NGP approval of the new drainage easement shall be a condition of Pembroke Plaza's obligation to make payments to SBDD that are contemplated by Paragraph 15 above.

18. Grand Palms agrees to permit the SBDD and its designees to have access to the Grand Palms Property necessary to construct the Improvements described in this Agreement, including performance of the Engineering/Management Service.

19. Grand Palms agrees to permit the SBDD and the owner(s) of the Homeland Security portion of the Pines Property access to the Grand Palms Property as necessary to maintain the Improvements, subject to notification and coordination of any necessary maintenance with Grand Palms. The parties acknowledge that the owner(s) of the Homeland Security portion of the Pines Property shall have the primary responsibility to maintain the Improvements and that the SBDD shall have the right, but not the obligation to maintain the Improvements. It is acknowledged and agreed that as Pembroke Plaza is no longer an owner of any portion of the Pines Property it shall have no responsibility for the maintenance of the Improvements.

20. Notwithstanding any statement herein, after construction of the Improvements is complete, the SBDD does not assume any obligation to maintain any part of the Improvements, which shall be the responsibility of the owner(s) of the Homeland Security portion of the Pines Property. In addition, within fifteen (15) days following completion of the Improvements, the SBDD will prepare and deliver a Bill of Sale for the Improvements to the owners of the Homeland Security portion of the Pines Property.

21. The parties understand and agree that 15500 shall have no obligation under this Agreement to pay for, design, permit, construct or maintain any of the Improvements.

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

As to PEMBROKE PLAZA:
PEMBROKE PLAZA PARTNERS, LLC:
Attn: Damon Harwood, Managing Member
11350 Random Hills Road, Suite 800
Fairfax, Virginia 22030

with copy to:
W. Wyndham Geyer, Jr., Esquire
Greenspoon Marder P.A.
100 West Cypress Creek Road
Fort Lauderdale, Florida 33309

and with copy to:
Allan B. Goldstein, Esquire
Patton Boggs LLP
2550 M Street, NW
Washington, DC 20037

As to SBDD:
South Broward Drainage District
Attn: District Director
6591 Southwest 160th Avenue
Southwest Ranches, Florida 33331

with copy to:
Douglas R. Bell, Esquire
Cumberland Building, Suite 505
800 East Broward Boulevard
Ft. Lauderdale, Florida 33301

As to GRAND PALMS:
HOLLYWOOD LAKES COUNTRY CLUB, INC.
d/b/a GRAND PALMS GOLF & COUNTRY CLUB
E.M. Segall
110 Grand Palms Drive
Pembroke Pines, Florida 33027

with copy to:
James Saunders, III, Esquire
15757 Pines Boulevard, Suite 119
Pembroke Pines, Florida 33027

As to 15500:
15500 PINES BOULEVARD, LLC, f/k/a 15500
PINES BOULEVARD CORPORATION
Attn: Steven M. Helfman, Esquire
1600 Sawgrass Corporate Parkway, Suite 400
Sunrise, Florida 33323

with copy to:
W. Wyndham Geyer, Jr., Esquire
Greenspoon Marder P.A.
100 West Cypress Creek Road
Fort Lauderdale, Florida 33309

As to NGP V PEMBROKE FL LLC
Attention: Al Iudicello
1650 Tysons Boulevard, Suite 200
McLean, Virginia 22102

with copy to:
Dennis M. Horn, Esquire
Holland & Knight, LLP
2099 Pennsylvania Avenue, NW
Washington, DC 20006

or to the record owners of Subject Property according to the Broward County Property Appraiser's Office if the original Property Owner is no longer the owner of the Subject Property.

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

23. This Agreement will be submitted to the Court for approval and dismissal, with prejudice of these proceedings with a reservation of jurisdiction to enforce its terms.

24. Upon full execution of this Agreement, the Parties shall execute mutual releases in the form agreed to between the parties. With the exception of the mutual release between Grand Palmis and SBDD, such mutual releases shall be held in escrow by Douglas R. Bell, and

same shall be released to the Parties and become fully effective at such time as Pembroke Plaza makes the payments to SBDD that are contemplated by paragraph 15 hereof. The mutual release between Grand Palms and SBDD shall be held in escrow by Grand Palms's counsel and shall be released to Grand Palms and SBDD and become fully effective upon the final and approved construction and installation of the Improvements described herein.

25. Each Party to this Agreement shall bear its own costs and fees, including attorneys' fees, incurred in connection with the prosecution, defense or settlement of this matter, except as may be provided in this Agreement.

26. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to any conflict of law provisions.

27. In the event of a dispute as to the interpretation, application or violation of this Agreement, it is understood and agreed that such dispute shall be exclusively resolved before a court of competent jurisdiction in Broward County, Florida. The Parties agree that any such dispute shall be resolved by a judge, not by a jury. However, the prevailing Party in any such dispute shall be entitled to recover from the other Party its attorneys' fees and costs incurred during pre-trial, trial and all appellate levels.

28. It is expressly understood and agreed that this Agreement and the consideration thereof, is the full, final and complete compromise and settlement of the Lawsuit. This Agreement represents the entire agreement between the Parties and all prior or contemporaneous agreements, understandings, conditions, representations and/or settlements, oral and written, are expressly merged herein. Without limiting the foregoing, this Agreement supersedes and replaces any written communications and/or e-mails between any of the Parties and all prior agreements that relate to the Lawsuit, which shall be void and of no effect. Pembroke Plaza, Grand Palms and SBDD represent and agree that they are not relying on any representations, promises, statements or agreements not contained in this Agreement.

29. Notwithstanding any provision herein, the parties agree, acknowledge and understand that nothing herein shall be construed or interpreted to impact, divest or alter any rights and obligations existing or believed to exist under the easement granted by Hollywood Lakes Country Club to the South Broward Drainage District on December 2, 1992 and recorded at Official Records Book 20136 at Page 397 of the Public Records of Broward County, Florida.

30. No modification, waiver, amendment, discharge or change of this Agreement shall be valid, unless the same is in writing and signed by the Party against which the enforcement of such modification, waiver, amendment, discharge or change is sought.

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

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

33. This Agreement was negotiated and mutually drafted by the Parties in good faith to avoid further litigation and thus embodies a final settlement of the litigation. Therefore, this Agreement is not to be construed against any Party as the drafter. In agreeing to the terms of this Agreement, no Party is relying upon any representation or statement made by any other Party nor by anyone representing or employed by that Party.

34. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any counterpart may be executed by facsimile signature or e-mail signature and such facsimile signature or e-mail signature shall be deemed an original.

35. Anyone who signs this Agreement or the exhibits hereto in a representative capacity certifies that he or she is fully authorized to enter into this Agreement and to bind legally the Party for whom he or she signs.

36. This Agreement is entered into by the Parties for the purpose of settling and compromising this lawsuit. Neither the execution of this Agreement nor any action taken hereunder shall be construed as an admission of any fact, wrongdoing, liability or fault of any kind by the Parties as to any of the matters addressed herein.

37. This Agreement shall be binding upon the Parties hereto, their heirs, successors and/or assigns.

38. The representations, covenants, and agreements of the Parties hereto made in this Agreement shall remain operative and survive the execution and delivery hereof.

39. Each of the Parties hereto shall execute such further documents reasonable and necessary, and shall cooperate as reasonably necessary, in order to carry out the purpose and intent of this Agreement. Each Party shall use his or its best efforts to expeditiously comply with all of the terms and conditions herein.

40. If any provision of this Agreement or the Exhibits hereto is held invalid or unenforceable, it shall be amended rather than voided, if possible, in order to achieve the intent of the parties to the extent possible. The invalidity or unenforceability of any particular provision of this Agreement or the Exhibits hereto shall not affect the other provisions hereof, and this Agreement and the Exhibits hereto shall be construed in all respects as if such invalid or unenforceable provisions were omitted. In any event, all other provisions of this Agreement and the Exhibits hereto shall be deemed valid and enforceable to the full extent possible.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, 15500 PINES BOULEVARD CORPORATION, a Florida corporation (now known as 15500 Pines Boulevard LLC), PEMBROKE PLAZA PARTNERS, LLC, a Virginia limited liability company; SOUTH BROWARD DRAINAGE DISTRICT, a political subdivision of the State of Florida and HOLLYWOOD LAKES COUNTRY CLUB, INC., d/b/a GRAND PALMS GOLF & COUNTRY CLUB enter into this Agreement as of the dates set forth below, but effective for all purposes on the date last executed and delivered ("Effective Date").

PEMBROKE PLAZA PARTNERS, LLC, a Virginia limited liability company

WITNESSES

Judith R. Wood
Signature ↑

JUDITH R. WOOD
Print Name of Witness ↑

Catherine Harwood
Signature ↑

Catherine Harwood
Print Name of Witness ↑

By: Damon Harwood
Damon Harwood

Title: Managing Member

Dated: Sep't 25, 2012

WITNESSES

Signature ↑

Print Name of Witness ↑

Signature ↑

Print Name of Witness ↑

SOUTH BROWARD DRAINAGE DISTRICT, a political subdivision of the State of Florida

By: _____
Scott Hodges, Chairperson

Attest: _____
Robert E. Goggin, IV, Secretary

Dated: _____

IN WITNESS WHEREOF, 15500 PINES BOULEVARD CORPORATION, a Florida corporation (now known as 15500 Pines Boulevard LLC), PEMBROKE PLAZA PARTNERS, LLC, a Virginia limited liability company; SOUTH BROWARD DRAINAGE DISTRICT, a political subdivision of the State of Florida and HOLLYWOOD LAKES COUNTRY CLUB, INC., d/b/a GRAND PALMS GOLF & COUNTRY CLUB enter into this Agreement as of the dates set forth below, but effective for all purposes on the date last executed and delivered ("Effective Date").

PEMBROKE PLAZA PARTNERS, LLC, a Virginia limited liability company

WITNESSES

Signature ↑

Print Name of Witness ↑

Signature ↑

Print Name of Witness ↑

By: _____
Damon Harwood

Title: **Managing Member**

Dated: _____

WITNESSES

Rena J. Muniz
Signature ↑

Rena J. Muniz
Print Name of Witness ↑

[Signature]
Signature ↑

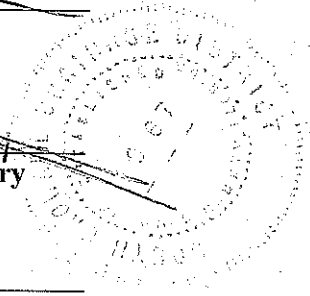
DOUGLAS R. BEUL
Print Name of Witness ↑

SOUTH BROWARD DRAINAGE DISTRICT, a political subdivision of the State of Florida

By: _____
Scott Hodges, Chairperson

Attest: _____
Robert E. Goggin, IV, Secretary

Dated: 9/27/12



WITNESSES

[Signature]
Signature ↑

Rick M. Adams
Printed Name of Witness ↑

[Signature]
Signature ↑

James Saunders III
Print Name of Witness ↑

WITNESSES

Signature ↑

Printed Name of Witness ↑

Signature ↑

Print Name of Witness ↑

HOLLYWOOD LAKES COUNTRY CLUB,
INC., d/b/a GRAND PALMS GOLF &
COUNTRY CLUB

By: [Signature]

Print Name: E. M. Segall

Title: President

Dated: 9-25-11

1550 PINES BOULEVARD, LLC, a Florida
limited liability company f/k/a 1550 PINES
BOULEVARD CORPORATION, a Florida
corporation

By: _____

Print Name: _____

Print Title: _____

Dated: _____

WITNESSES

**HOLLYWOOD LAKES COUNTRY CLUB
INC., d/b/a GRAND PALMS GOLF &
COUNTRY CLUB**

Signature ↑

By: _____

Printed Name of Witness ↑

Print Name: _____

Signature ↑

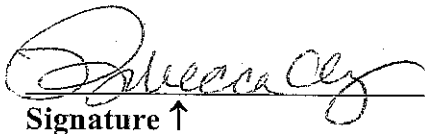
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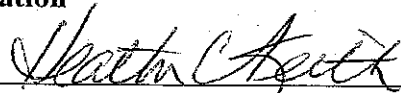
Print Name of Witness ↑

Dated: _____

WITNESSES

**1550 PINES BOULEVARD, LLC, a Florida
limited liability company f/k/a 1550 PINES
BOULEVARD CORPORATION, a Florida
corporation**

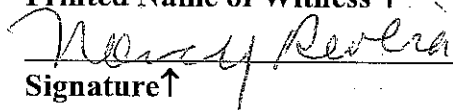

Signature ↑

By: 

Rebecca C. Medley

Printed Name of Witness ↑

Print Name: Heather C. Keith


Signature ↑

Print Title: Assistant General Counsel

Nancy Rivera

Print Name of Witness ↑

Dated: September 28, 2012

While not a party to the lawsuit, the undersigned, NGP V Pembroke FL LLC, is executing this Agreement for the sole purpose of confirming its obligations pursuant to paragraphs 5 (but only with respect to its obligation to grant the easement for the New Control Structure referenced therein), 8, 17, 19 and 20 hereof.

WITNESSES

David Kent
Signature ↑

DAVID D. KENT
Printed Name of Witness ↑

[Signature]
Signature ↑

JAMES GRIFFIN
Print Name of Witness ↑

NGP V PEMBROKE FL LLC, a Delaware limited liability company

By: NGP V GROUP E LLC, a Delaware limited liability company, its sole member

By: NGP V FUND LLC, a Delaware limited liability company, its sole member

By: NGP V MANAGEMENT LLC, a Delaware limited liability company, its Manager

By: [Signature]
Print Name: AL IUDICELLO
Print Title: CEO

Dated: 10/4/12

EXHIBIT "A"

- A-1. Legal Description of Portion of Pines Property Owned by 15500
- A-2. Legal Description of Portion of Pines Property Owned by NGP
- A-3. Legal Description of Grand Palms Property

EXHIBIT "A-1"

(Legal Description of Portion of Pines Property Owned by 15500)

Tract A, 15500 PINES BOULEVARD REPLAT, according to the Plat thereof, as recorded in Plat Book 172, Page 33, of the Public Records of Broward County, Florida, LESS the following described portion of said Tract A:

BEGINNING at the Northeast corner of said Tract A (the "POINT OF BEGINNING"); thence run South $01^{\circ}44'22''$ East (basis of bearings) along with the East line of said Tract A, a distance of 330.13 feet to the Southeast corner of said Tract A; thence South $89^{\circ}25'33''$ West along the South line of said Tract A, a distance of 735.57 feet; thence North $00^{\circ}34'58''$ West, a distance of 329.95 feet to the North line of said Tract A; thence North $89^{\circ}25'02''$ East along the North line of said Tract A, a distance of 728.94 feet to the POINT OF BEGINNING. Said lands situate, lying and being in the City of Pembroke Pines, Broward County, Florida.

EXHIBIT "A-2"

(Legal Description of Portion of Pines Property Owned by NGP)

That portion of Tract A, 15500 PINES BOULEVARD REPLAT, according to the Plat thereof, as recorded in Plat Book 172, Page 33, of the Public Records of Broward County, Florida, described as follows:

BEGINNING at the Northeast corner of said Tract A (the "POINT OF BEGINNING"); thence run South $01^{\circ}44'22''$ East (basis of bearings) along with the East, line of said Tract A, a distance of 330.13 feet to the Southeast corner of said Tract A; thence South $89^{\circ}25'33''$ West along the South line of said Tract A, a distance of 735.57 feet; thence North $00^{\circ}34'58''$ West, a distance of 329.95 feet to the North line of said Tract A; thence North $89^{\circ}25'02''$ East along the North line of said Tract A, a distance of 728.94 feet to the POINT OF BEGINNING. Said lands situate, lying and being in the City of Pembroke Pines, Broward County, Florida.

EXHIBIT "A-3"
(Legal Description of Grand Palms Property)

HOLLYWOOD LAKES COUNTRY CLUB AND RESORT, according to the Plat thereof as Recorded in Plat Book 139, Page 29 of the Broward County Public Records, Parcel A and 0.15' X 100' Strip as described in Official Records Book 15940, Page 471 and less Parcels 1 through 14 and less road right-of-way described in Official Records Books 15940, Page 471 and Book 17063, Page 538 and less Official Records Book 16902, Page 01, Book 18869, Page 616; Book 20914, Page 189 and Book 21967, Page 41; Book 23676, Pages 183-188; Book 24136, Page 528; Book 24337, Page 578; Book 24493, Page 764 and Book 26620, Page 262; Book 29596, Page 586; Book 37921 Page 314 and less Official Records Book 42631, Page 1840; Book 42726, Page 1199 and less Book 47513, Page 1195; said lands lying situate and being in Broward County, Florida.

SEE EXHIBIT "1" TO THIS EXHIBIT "A-3"
FOR AERIAL DEPICTION OF THE GRAND PALMS PROPERTY
DESCRIBED ABOVE.

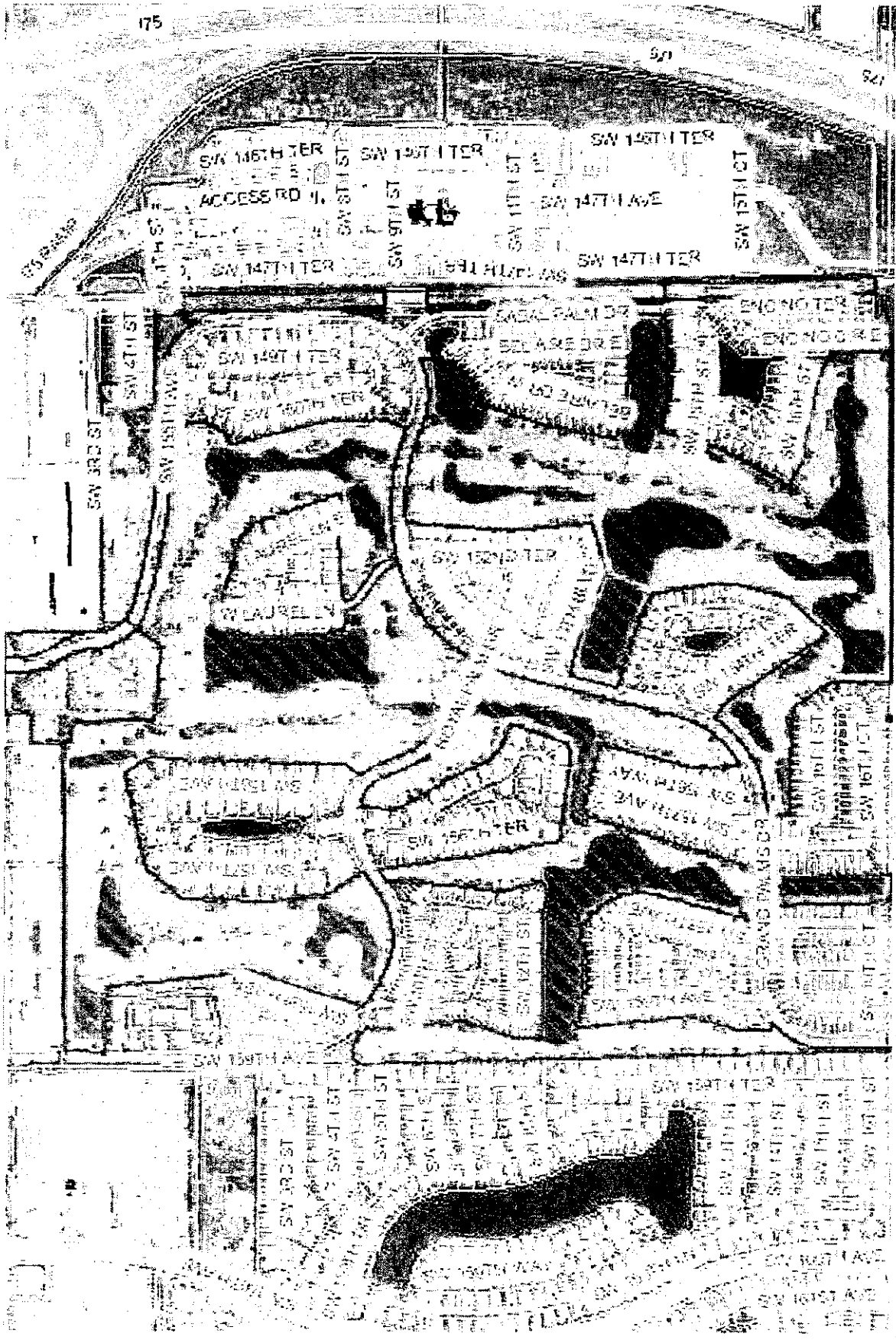


EXHIBIT "1" TO EXHIBIT "A-3"

AERIAL DEPICTION OF GRAND PALMS PROPERTY

(CROSSED HATCHED PORTION)

EXHIBIT "B"

Sketch Showing Location of Existing Outfall and New Control Structure

Exhibit "B" to Settlement Agreement



EXHIBIT "B"

Sketch Showing Location of Existing Outfall and New Control Structure

****MEMORANDUM****

DATE: February 21, 2013

TO: South Broward Drainage District Commissioners

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

Subject: Contract Award for SBDD Hollybrook Outfall Culvert Repair Project

Comments:

South Broward Drainage District (SBDD) advertised for bids for the Hollybrook Outfall Culvert Repair project in Pembroke Pines. SBDD received three (3) bids, ranging in price from \$74,550.00 to \$186,370.00. Each bidder was required to attend a mandatory pre-bid meeting as a prerequisite to submitting a bid. A copy of the Bid Summary is attached.

The project is located within the Lakeside Key II residential development and includes one of the two main outfall culverts that serve the Hollybrook golf course community. Over the past several months, SBDD has been investigating the condition of the drainage pipes in an effort to determine the extent of the damage and the best method for doing any necessary repairs. As part of this investigation, SBDD contracted with A-1 Pipe Cleaning Services, Inc. to clean the culverts and perform an in-line video of the pipe. The video shows siltation, blockages, broken pipe, and root intrusions in numerous sections along the pipe runs. Due to the location and depth of the pipe (and sandy soil conditions), SBDD staff is proposing that a trenchless technology method be used to repair the pipe.

The lowest bid received was submitted by Shenandoah General Construction Company (Shenandoah) in the amount of \$74,550.00. SBDD has reviewed the bid submitted by Shenandoah and has determined that the Contractor is qualified to perform the work and that the bid meets all requirements. Shenandoah has performed similar work for SBDD in the past and the District has been satisfied with their work.

I am recommending that the District award the contract for the Hollybrook Outfall Culvert Repair project to Shenandoah as the lowest, responsible bidder in the amount of \$74,550.00.

Financial Impacts to this Agenda item: Repairs to the Hollybrook outfall culvert are included as part of the District's 2012-2013 Capital Improvement Plan (CIP). The budgeted amount under the CIP is \$80,000. Funding for the project will come from the SBDD Capital Improvement Committed Account and the City of Pembroke Pines has agreed to contribute \$24,000 towards the cost of this project.

This is to request approval to award the contract for the Hollybrook Outfall Culvert Repair project to Shenandoah General Construction Company as the lowest, responsible bidder in the amount of \$74,550.00. Funding for this project will come from the SBDD Capital Improvement Committed Account and the City of Pembroke Pines has agreed to contribute \$24,000 towards this project.

KH
Attachments

BID TABULATION

SOUTH BROWARD DRAINAGE DISTRICT

HOLLYBROOK OUTFALL CULVERT REPAIR PROJECT

Wednesday, February 20, 2013

(BID RESULTS HAVE NOT BEEN FULLY EVALUATED)

<u>COMPANY NAME</u>	<u>TOTAL BID AMOUNT</u>	<u>COMMENTS</u>
SHENANDOAH GENERAL CONSTRUCTION COMPANY	\$74,550.00	
V ENGINEERING & CONSULTING CROP.	\$107,000.00	
LANZO TRENCHLESS TECHNOLOGIES	\$186,370.00	

MEMORANDUM

DATE: February 21, 2013
TO: South Broward Drainage District Commissioners
FROM: Kevin M. Hart, P.E.
District Director
Subject: Request to Vacate a 50' Canal Reservation within Tracts 31 and 32 of Section 5-51-40, Southwest Ranches, Florida

Comments:

South Broward Drainage District (SBDD) received a request to vacate the existing 50' Canal Reservation within Tracts 31 and 32 in Section 5, Township 51 South, Range 40 East, Florida Fruitlands Company's Subdivision No. 1 according to the plat thereof as recorded in Plat Book 2, Page 17 of the Public Records of Dade County, Florida. The property is owned by the MMA Tamarac, LLC.

Attached to this memo is a location map and survey of the property along with the original dedication document (SBDD Resolution NO. 88-13) for the 50' Canal Reservation.

The property owner is requesting this vacation in order to remove this encumbrance from the property as the 50' Canal Reservation is no longer needed. The canal reservation was originally obtained for the purpose of extending SBDD Canal No. 11, which was ultimately constructed along SW 172nd Avenue. Therefore, this reservation is no longer needed.

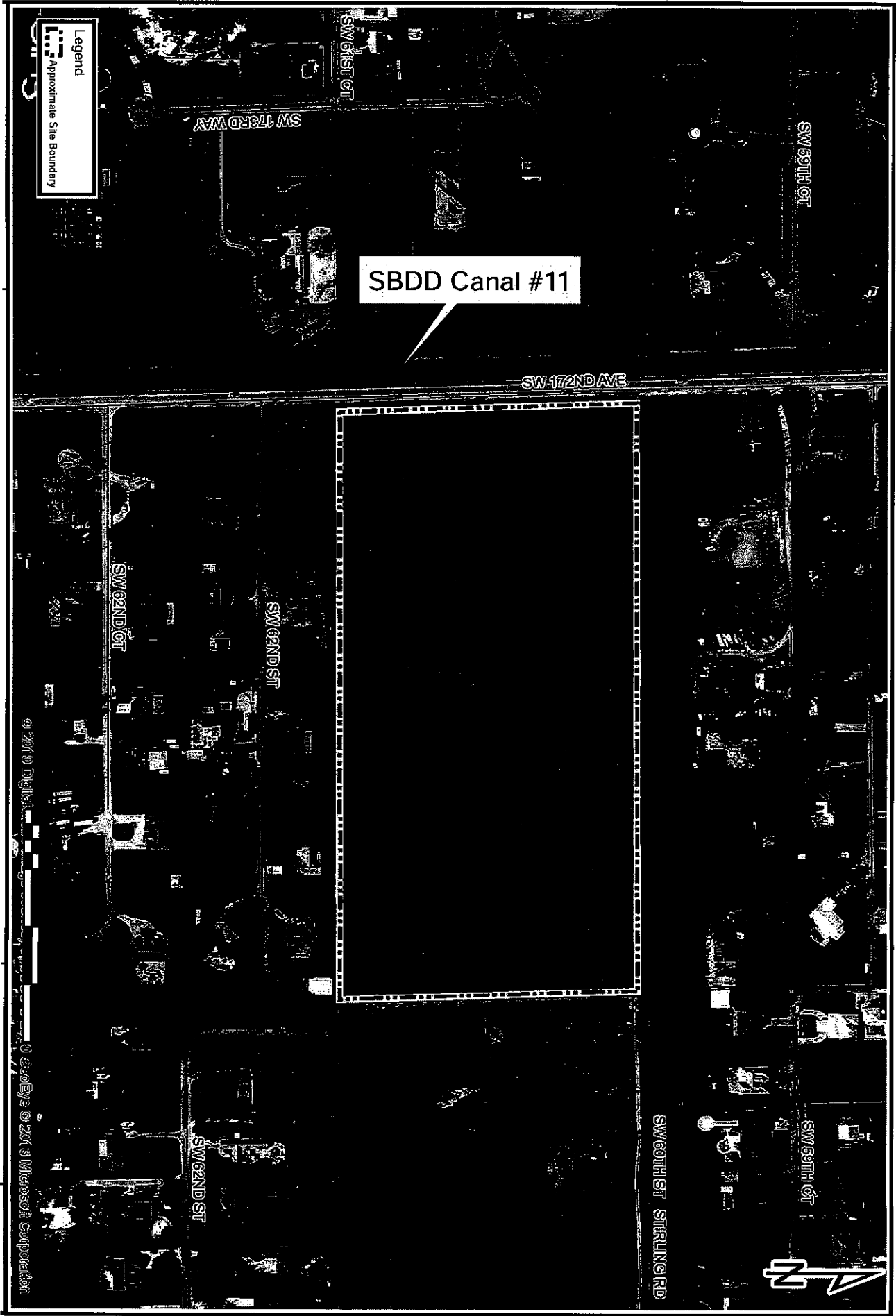
SBDD staff has no objection to this vacation request.

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

The request is for SBDD to vacate and release its interest in the following properties:

Properties described in the attached Exhibit "A" of the Release and Vacation of a 50' Canal Reservation - Tracts 31 & 32 Section 5-51-40; said property being an existing 50' Canal Reservation within Tracts 31 and 32 in Section 5, Township 51 South, Range 40 East, Florida Fruitlands Company's Subdivision No. 1 according to the plat thereof as recorded in Plat Book 2, Page 17 of the Public Records of Dade County, Florida.

KH
Attachments



NO.	DATE	BY	REV.	REVISIONS
1	12-20-21	DW	001	FIELD SURVEY
2	01-14-22	DW	002	ADD DIMENSIONS

SCALE: 1"=40'
 DRAWN BY: DW
 CHECKED BY: DW
 DATE: 12/20/21
 FIELDS: 068333
 SURVEY TYPE: BOUNDARY



HSQ GROUP, INC.
 Engineers • Planners • Surveyors
 1488 West Palm Beach Road, Suite 201
 West Palm Beach, Florida 33411
 (561) 955-4578
 www.hsqr.com

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

PROJECT NUMBER
 1211-59
 SHEET NUMBER
 1 OF 1

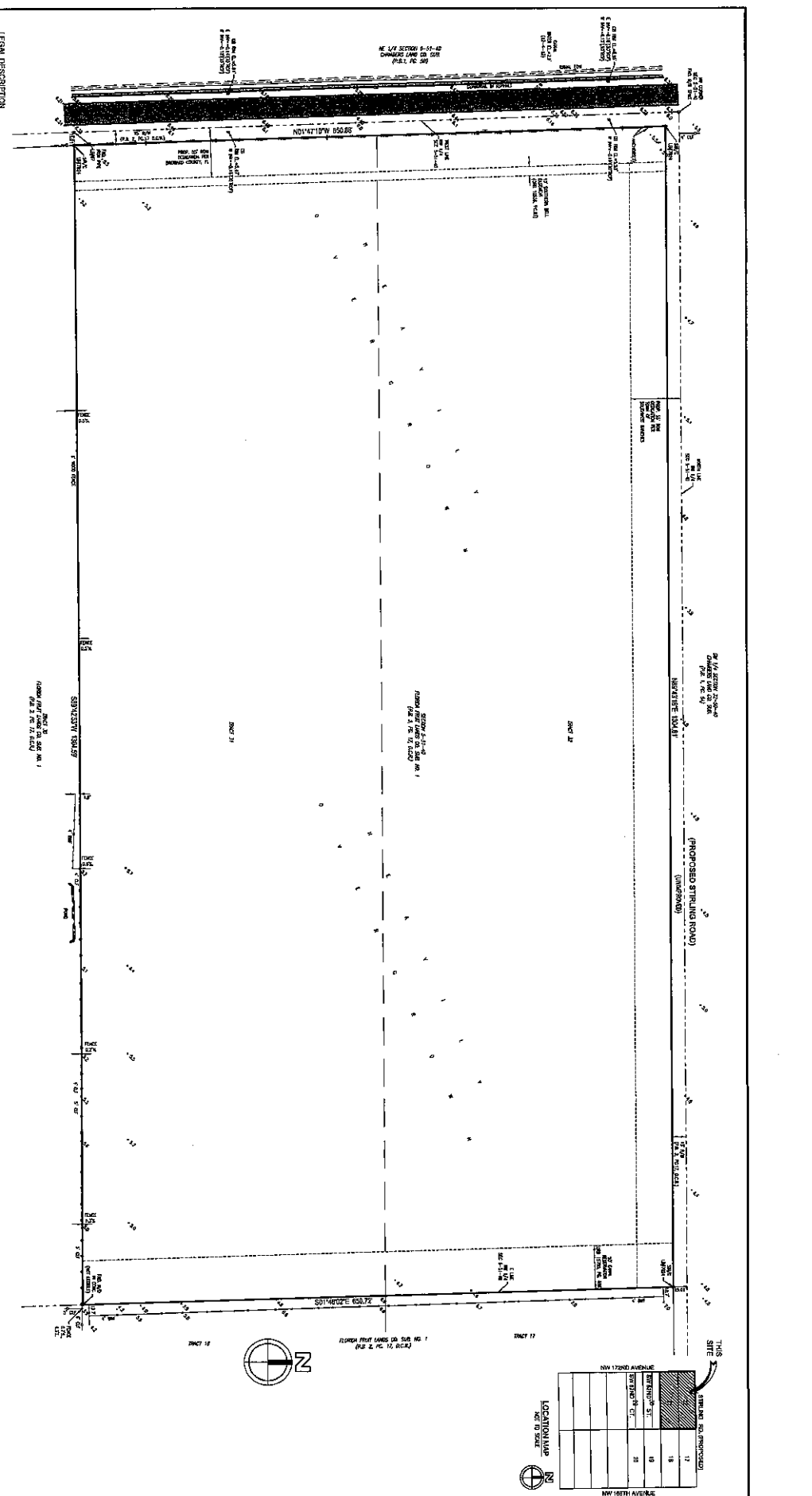
- LEGAL DESCRIPTION**
- TRACTS 31 AND 32, IN SECTION 5, TOWNSHIP 31 NORTH, RANGE 41 WEST, COUNTY OF FLORIDA, FLORIDA LANDS COMPANY'S SUBDIVISION OF FLORIDA LANDS CO. SUB. NO. 1, SEC. 5-51-40, R41W T31N SEC. 5 S&W 1/2, SEC. 5, TOWNSHIP 31 NORTH, RANGE 41 WEST, COUNTY OF FLORIDA.
- NOTES**
- THE BOUNDARY SURVEY WOULD BE CONDUCTED AND THE CORNER MARKED WITH AN IRON NAIL.
 - THE DEPTH OF THE BOUNDARY IS 100 FEET.
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- ABBREVIATIONS:**
- | | |
|-----|--------------|
| ELN | IRON NAIL |
| CP | CORNER POINT |
| BM | BENCH MARK |
| MON | MONUMENT |
| IN | IRON NAIL |
| ST | STEEL WIRE |
| ST | STEEL WIRE |
| ST | STEEL WIRE |
- LEGEND**
- | | |
|----------|--------------|
| (Symbol) | IRON NAIL |
| (Symbol) | CORNER POINT |
| (Symbol) | BENCH MARK |
| (Symbol) | MONUMENT |
| (Symbol) | IRON NAIL |
| (Symbol) | STEEL WIRE |

SURVEYOR'S CERTIFICATION

I, **DWAYNE W. DAVIS**, a duly Licensed Surveyor in the State of Florida, do hereby certify that the above described boundary was surveyed and marked by me or under my direct supervision and in accordance with the provisions of Chapter 100, Florida Statutes, and that the same is a true and correct representation of the actual boundary lines of the above described property.

DATE OF FIELD SURVEY: 12/20/21



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

Folio No.: 514015040010

**RELEASE AND VACATION OF A 50' CANAL RESERVATION
TRACT 31 & 32 SECTION 5-51-40**

THIS RELEASE AND VACATION OF A 50' CANAL RESERVATION executed this _____ day of _____, 2_____, by SOUTH BROWARD DRAINAGE DISTRICT, a political subdivision of the State of Florida, having its principal place of business at 6591 S.W. 160th Avenue, Southwest Ranches, Florida 33331, first party to MMA TAMARAC, LLC, a Florida Limited Liability Company, whose post office address is 6820 Lyons Technology Circle Suite 100, Coconut Creek, Florida 33073, his successors and assigns as their interest may appear of record, second party.

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

WITNESSETH, that the first party, for and in consideration of the sum of \$10.00, in hand paid by the second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the 50' CANAL RESERVATION located on the following described lot, piece or parcel of land situate, lying and being in the County of Broward, State of Florida, to-wit:

(SEE EXHIBIT "A" ATTACHED HERETO)

Said easement having been recorded in the Broward County, Florida Public Records in Official Record Book 15750, Page 698.

The purpose of this RELEASE AND VACATION OF THE 50' CANAL RESERVATION is to release and vacate the first party's interest in and to the RESERVATION located on second party's property as described above. No other interest of the first party is being released or vacated by this document.

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

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

Signed, sealed and delivered
DISTRICT In the presence of:

SOUTH BROWARD DRAINAGE

Witness Signature

SCOTT HODGES, Chairperson

Witness Printed Name

Attest:

Witness Signature

ROBERT GOGGIN IV, Secretary

Witness Printed Name

(DISTRICT SEAL)

STATE OF FLORIDA)
)§
COUNTY OF BROWARD)

The foregoing instrument was executed before me this _____ of _____, 2____, by SCOTT HODGES and ROBERT GOGGIN IV as President and Secretary, respectively of the SOUTH BROWARD DRAINAGE DISTRICT, first party, who are personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 2____.

(NOTARY SEAL/STAMP)

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

EXHIBIT "A"

THE EAST 50' OF TRACTS 31 AND 32 IN SECTION 5, TOWNSHIP 51 SOUTH, RANGE 40 EAST,
FLORIDA FRUITLANDS COMPANY'S SUBDIVISION NO. 1 ACCORDING TO THE PLAT
THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 17, OF THE PUBLIC RECORDS OF DADE
COUNTY, FLORIDA.

88354554

RES8813.SBD
8/22/88

SOUTH BROWARD DRAINAGE DISTRICT
RESOLUTION NO. 88-13

RESOLUTION OF THE SOUTH BROWARD DRAINAGE DISTRICT STATING THE INTENT OF THE SOUTH BROWARD DRAINAGE DISTRICT TO CLAIM A ONE HUNDRED FOOT (100') RIGHT-OF-WAY/EASEMENT FOR CONSTRUCTION OF A DRAINAGE CANAL FROM SHERIDAN STREET NORTH TO GRIFFIN ROAD IN BROWARD COUNTY, FLORIDA; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the South Broward Drainage District is a political subdivision of the State of Florida, (hereinafter referred to as "District") charged with the responsibility of maintaining canals and other facilities within that area of its jurisdiction of Broward County, Florida; and

WHEREAS, the South Broward Drainage District has the power and right to provide drainage for that area of Broward County lying within its jurisdiction; and

WHEREAS, the South Broward Drainage District has within its power to further the best interest of the public welfare, health, convenience and benefit for the lands within its jurisdiction; and

WHEREAS, the purpose of this resolution is to put the public on notice as to the intention of the South Broward Drainage District regarding the construction of a proposed canal to be known as South Broward Drainage District Canal No. 11 from Sheridan Street North to Griffin Road in Broward County, Florida as to both the proposed ultimate cross-section of this canal and the South Broward Drainage District's claim in and to the rights-in-reservations/easements existing within the area necessary for development and construction of this canal and to notify the owners of the underlying property within the described area that they will be required to dedicate said lands to the South Broward Drainage District at such time the adjacent land is developed; and

WHEREAS, a public meeting was held at the offices of the South Broward Drainage District, located at 1601 North Flamingo Road, Pembroke Pines, Florida 33026 at 9:30 A.M. on Thursday, August 25 1988 for the purpose of designating a proposed one hundred foot (100') foot right of way/easement for construction of the aforescribed canal No. 11;

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

RETURN TO ➡

THIS IS NOT AN OFFICIAL COPY

88 SEP 2 AM 11 42

DK1575076 698

2100
3:00
mty.

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

1. That a primary drainage canal of the South Broward Drainage District which will be known as SBDD Canal No. 11 from Sheridan Street to Griffin Road is proposed to consist of an ultimate cross-section requiring one hundred feet (100') of right-of-way with fifty feet (50') on either side of a line also known as the east line of the west 1/4 of Section 5, Township 51 South, Range 40 East and the east line of the west 1/4 of Sections 32 and 29, Township 50 South, Range 40 East, lying south of the South Florida Water Management District's South New River Canal (Canal C-11), said line being the tract line of certain tracts located within these Sections and which are more fully described in Exhibit "A" to this resolution.

2. That the ultimate canal cross-section as proposed by the District's Engineers will result in a maximum canal width of eighty-four feet (84') from top of bank to top of bank.

3. That the following described property is and will be required by the South Broward Drainage District to develop and construct the ultimate cross-section of the aforesaid SBDD Canal No. 11:

The East 50 feet of the West 1/4 of Section 5, Township 51 South, Range 40 East, together with the East 50 feet of the west 1/4 of Sections 32 and 29, Township 50 South, Range 40 East, lying south of the South Florida Water Management District South New River Canal (Canal C-11); together with the West 50 feet of the East 3/4 of Section 5, Township 51 South, Range 40 East, together with the West 50 feet of the East 3/4 of Sections 32 and 29, Township 50 South, Range 40 East, lying south of the South Florida Water Management District's South New River Canal (Canal C-11), said land lying, being and situate in Broward County, Florida.

The specific tracts which are affected by South Broward Drainage District Canal No. 11 and the legal description of the affected portion of said tracts are more fully described in Exhibit "A" to this resolution.

4. That the South Broward Drainage District intends to utilize the aforesaid property for canal purposes as a result of previous dedications, prescriptive rights and/or rights-in-reservations/ easements which have been or will be requested from the South Florida Water Management District, Trustees of the Internal Improvement Fund of the State of Florida, Department of Natural Resources, Broward County and/or other public agencies and intends to develop and/or construct

BK15750PG 699

the aforesated SBDD Canal No. 11 within the aforescribed property.

5. That any development of the property adjacent to the aforescribed canal property will require approval of the South Broward Drainage District and no drainage is permitted into this canal without the specific approval in writing of the South Broward Drainage District.

6. If any clause, section or other part of this resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid parts shall be considered as eliminated and shall no way effect the validity of the other provisions of this resolution.

7. This Resolution shall take effect immediately upon its adoption and shall continue in effect until such time the South Broward Drainage District abandons the aforescribed property for Drainage purposes.

8. The Attorney for the South Broward Drainage District is directed to forward the original of this Resolution to the Broward County Administrator's Office in the Broward County Governmental Center in Fort Lauderdale, Broward County, Florida for recording in the Official Records of Broward County, Florida.

IN WITNESS WHEREOF, the President of the Board of Supervisors of the South Broward Drainage has hereunto set his hand and the Secretary of the Board of Supervisors of the South Broward Drainage District has caused to be set its seal.

ADOPTED and DATED the 25th day of August, 1988.

SOUTH BROWARD DRAINAGE DISTRICT



By: Roy Bazelon
Roy Bazelon, President

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

BR15750PC 700

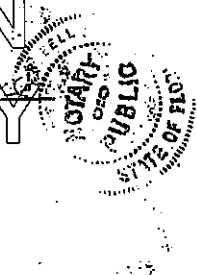
STATE OF FLORIDA)
COUNTY OF BROWARD) ss.

I HEREBY CERTIFY that on this day personally appeared before me, the undersigned authority duly qualified to take acknowledgments and administer oaths in the county and state aforesaid, ROY BAZELON and RONALD E. CORBITT, JR., to me known to be the President and Secretary, respectively, of the South Broward Drainage District, and they acknowledged before me that they executed the foregoing Resolution as such officers for the purposes therein expressed.

WITNESS my hand and official seal in the county and state last aforesaid, this 15th day of August, 1988.

THIS IS NOT AN OFFICIAL COPY

[Signature]
Notary Public



My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES MAY 14, 1993
BONDED THROUGH GENERAL INT. INS.

BK 15750PG 701

EXHIBIT "A" TO
SOUTH BROWARD DRAINAGE DISTRICT RESOLUTION NO. 88-13

The following described property will be used for construction and maintenance of the South Broward Drainage District's Canal No. 11:

The East 50 feet of Tracts 41, 42, 43, 44, 45, 46, 47, 48, 25, 26, 27, 28, 29, 30, 31 and 32, of Section 5, Township 51 South, Range 40 East of FLORIDA FRUITLANDS COMPANY SUBDIVISION NO. 1 according to the Plat thereof, recorded in Plat Book 2, Page 17 of the Public Records of Dade County, Florida

Together with

The West 50 feet of Tracts 40, 39, 38, 37, 36, 35, 34, 33, 24, 23, 22, 21, 20, 19, 18 and 17 of Section 5, Township 51 South, Range 40 East of FLORIDA FRUITLANDS COMPANY SUBDIVISION NO. 1 according to the Plat thereof, recorded in Plat Book 2, Page 17 of the Public Records of Dade County, Florida

Together with

The East 50 feet of Tracts 22 and 11 of the southwest 1/4 of Section 32, Township 50 South, Range 40 East of CHAMBERS LAND COMPANY SUBDIVISION, according to the Plat thereof, recorded in Plat Book 1, Page 5 of the Public Records of Broward County, Florida

Together with

The West 50 feet of Tracts 23 and 10 of the southwest 1/4 of Section 32, Township 50 South, Range 40 East of CHAMBERS LAND COMPANY SUBDIVISION, according to the Plat thereof, recorded in Plat Book 1, Page 5 of the Public Records of Broward County, Florida

Together with

The East 50 of Tracts 22 and 11 of the northwest 1/4 of Section 32, Township 50 South, Range 40 East of CHAMBERS LAND COMPANY SUBDIVISION, according to the Plat thereof, recorded in Plat Book 1, Page 5 of the Public Records of Broward County, Florida

Together with

The west 50 feet of Tracts 23 and 10 of the northwest 1/4 of Section 32, Township 50 South, Range 40 East, of CHAMBERS LAND COMPANY SUBDIVISION, according to the Plat thereof, recorded in Plat Book 1, Page 5 of the Public Records of Broward County, Florida

Together with

The East 50 feet of Tracts 41, 42, 43, 44 and 45 of Section 29, Township 50 South, Range 40 East of FLORIDA FRUITLANDS COMPANY SUBDIVISION NO. 1 according to the Plat thereof, recorded in Plat Book 2, Page 17 of the Public Records of Dade County, Florida, lying south of the South Florida Water Management District's South New River Canal (Canal C-11)

RECORDED IN THE OFFICIAL RECORDS ROOM
OF BROWARD COUNTY, FLORIDA

L. A. HESTER
COUNTY ADMINISTRATOR

Together with

The West 50 feet of Tracts 40, 39, 38, 37 and 36 of Section 29 of Township 50 South, Range 40 East of FLORIDA FRUITLANDS COMPANY SUBDIVISION NO. 1 according to the Plat thereof, recorded in Plat Book 2, Page 17 of the Public Records of Dade County, Florida, lying south of the South Florida Water Management District's South New River Canal (Canal C-11)

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

BR15750PG 702

MEMORANDUM

DATE: February 21, 2013
TO: South Broward Drainage District Commissioners
FROM: Kevin M. Hart, P.E.
District Director
Subject: Request to Vacate Two (2) Drainage Easements in the "Country Lakes NW
Quadrant" Plat

Comments:

South Broward Drainage District (SBDD) received a request to vacate the following SBDD Drainage Easements located within the Miramar Centre Business Park – Building B development:

1. A 30' Drainage Easement (DE) previously dedicated by separate instrument under OR Book 26332, Page 651, BCR.
2. A portion of the Drainage Easement previously dedicated by separate instrument under OR Book 41063, Page 200, BCR (Retention Areas D and E) .

The property is owned by Miramar Centre B, LLC.

Attached to this memo are the sketch & legal descriptions of the Drainage Easement areas to be vacated, along with the original easement dedications.

As part of this request, the property owner will be dedicating new Drainage Easements to SBDD to replace the easements noted under Item No. 2 above. The easement noted under Item No.1 above is no longer needed. An overall Exhibit showing the easement areas to be vacated together with the new easement areas to be dedicated is attached.

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

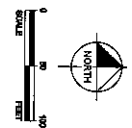
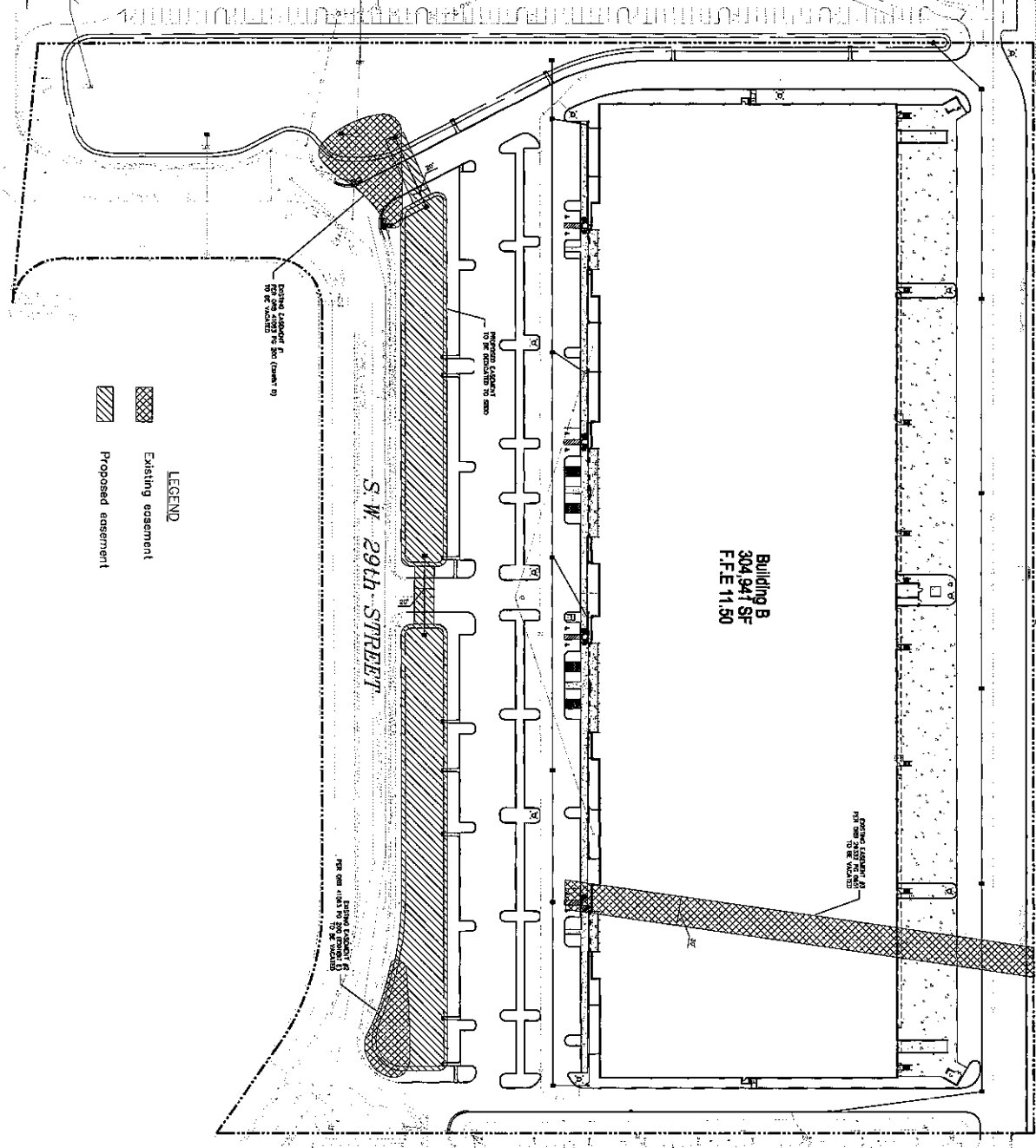
SBDD staff has no objection to this vacation request.

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

The request is for approval of SBDD to vacate and release its interest in the following properties, subject to the dedication of a new Drainage Easement:

- 1. Properties described in the attached Exhibit "A" of the Release and Vacation of a portion of Drainage Easement No. 2 (Country Lakes Northwest Quadrant), said property being a portion of Parcel 'A', "Country Lakes Northwest Plat", according to the Plat thereof as recorded in Plat Book 163, Pages 16, B.C.R. and also being a portion of the easement thereof recorded in ORB 26332, Pg 652, B.C.R.**
- 2. Properties described in the attached Exhibit "A" of the Release and Vacation of a Portion of Drainage/Flowage/Storage Easement Retention Areas A, B, C, D, E & F Miramar Centre Business Park Parcels C & D, said property being a portion of Parcel 'A', "Country Lakes Northwest Plat", according to the Plat thereof as recorded in Plat Book 163, Pages 16, B.C.R. and also being a portion of the easement thereof recorded in ORB 41063, Pg 200, B.C.R.**

KH
Attachments



**MIRAMAR CENTRE
BUSINESS PARK
BUILDING B**
PREPARED FOR
CITY OF MIRAMAR IDI FLORIDA

**EASEMENT
EXHIBIT**

KHA PROJECT
043233002
DATE
09-28-2012
SCALE AS SHOWN
DESIGNED BY T2
DRAWN BY T2
CHECKED BY EJW DATE

LICENSED PROFESSIONAL
ERIK J. WILCEK, P.E.
FL LICENSE NUMBER
58216

**Kimley-Horn
and Associates, Inc.**
© 2012 KIMLEY-HORN AND ASSOCIATES, INC.
5200 NW 33rd AVENUE, SUITE 100, FT. LAUDERDALE, FL 33309
PHONE: 954-535-5100 FAX: 954-739-2247
WWW.KIMLEY-HORN.COM CA 00000888

No.	REVISIONS	DATE	BY

Prepared by
And Return To:

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

DV1028-03

Folio No.: 5140 28 11 0010

**RELEASE AND VACATION OF A PORTION OF DRAINAGE EASEMENT No. 2
(COUNTRY LAKES NORTHWEST QUADRANT)**

THIS RELEASE AND VACATION OF A PORTION OF DRAINAGE EASEMENT No. 2 COUNTRY LAKES NORTHWEST QUADRANT ("RELEASE AND VACATION") executed this _____ day of _____, 2013, by SOUTH BROWARD DRAINAGE DISTRICT, a political subdivision of the State of Florida, having its principal place of business at 6591 S.W. 160th Avenue, Southwest Ranches, Florida 33331, first party, in favor of **MIRAMAR CENTRE B, LLC**, a Delaware limited liability company, whose address is 1100 Peachtree Street, Suite 1100, Atlanta, Georgia 30309 (Attn: Chief Operating Officer), its successors and assigns as their interest may appear of record, second party.

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

WITNESSETH

That the first party, for and in consideration of the sum of \$10.00, in hand paid by the second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to Drainage Easement No. 2 Country Lakes Northwest Quadrant ("Easement") located on the following described lot, piece or parcel of land situate, lying and being in the County of Broward, State of Florida, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO

Said easement having been recorded in the Broward County, Florida Public Records at Official Records Book 26332, Page 651.

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

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

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

Signed, sealed and delivered

SOUTH BROWARD DRAINAGE DISTRICT

In the presence of:

Witness Signature

SCOTT HODGES, Chairperson

Witness Printed Name

Attest:

Witness Signature

ROBERT GOGGIN IV, Secretary

Witness Printed Name

STATE OF FLORIDA)
)§
COUNTY OF BROWARD)

The foregoing instrument was executed before me this _____ of _____, 2013, by SCOTT HODGES and ROBERT GOGGIN IV as Chairperson and Secretary, respectively of the SOUTH BROWARD DRAINAGE DISTRICT, first party, who are personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 2013.

(NOTARY SEAL/STAMP)

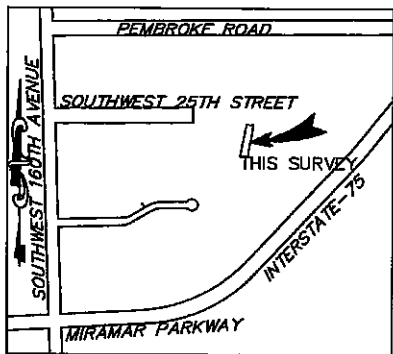
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

EXHIBIT "A"

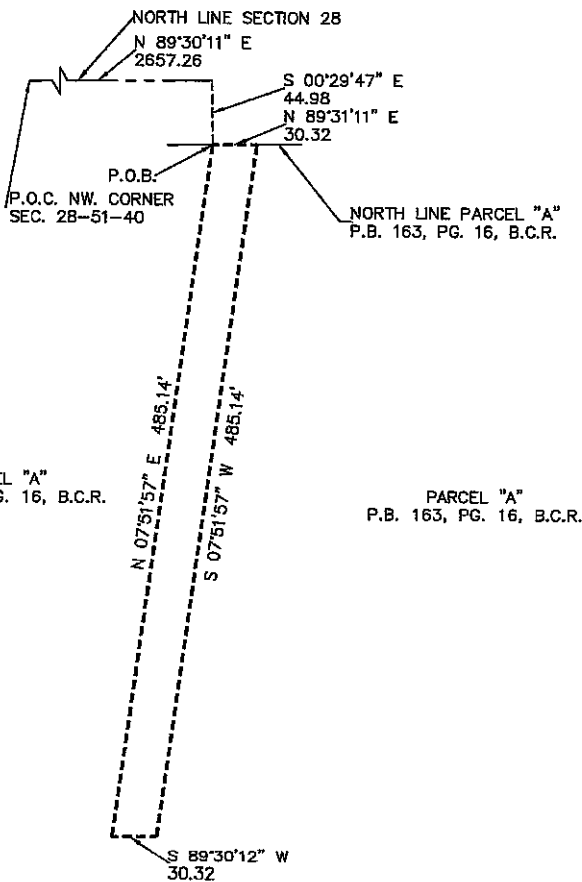
DRAINAGE EASEMENT VACATION:

A PORTION OF PARCEL "A", "COUNTRY LAKES NORTHWEST QUADRANT PLAT", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 163, PAGE 16, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, ALSO A PORTION OF A 30' DRAINAGE EASEMENT, ACCORDING TO THE EASEMENT THEREOF RECORDED IN ORB 26332, PG 651, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH WEST CORNER OF SECTION 28, TOWNSHIP 51 SOUTH, RANGE 40 EAST, THENCE NORTH 89°30'11" EAST, A DISTANCE OF 2657.26 FEET; THENCE SOUTH 00°29'47" EAST, A DISTANCE OF 44.98 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°31'11" EAST, A DISTANCE OF 30.32 FEET; THENCE SOUTH 07°51'57" WEST, A DISTANCE OF 485.14 FEET; THENCE SOUTH 89°30'12" WEST, A DISTANCE OF 30.32 FEET; THENCE NORTH 07°51'57" EAST, A DISTANCE OF 485.14 FEET TO THE POINT OF BEGINNING. AREA CONTAINS 1030.92 SQUARE FEET.



LOCATION MAP
SECTION 28, TOWNSHIP 51 S., RANGE 40 E.
NOT TO SCALE



PARCEL "A"
P.B. 163, PG. 16, B.C.R.

PARCEL "A"
P.B. 163, PG. 16, B.C.R.

Notes:

1. Unless it bears the signature and the original raised seal of a Florida licensed surveyor and mapper this drawing, sketch, plat or map is for informational purposes only and is not valid.
2. Bearings shown hereon are relative to the plat of "Country Lakes Northwest Quadrant Plat" Plat Book 163 Page 16, B.C.R.
3. Data shown hereon was compiled from instruments of record and does not constitute a field survey as such.

LEGEND

- BCR - Broward County Records
- FPL - Florida Power & Light
- ORB - Official Records Book
- PB - Plat book
- PG - Page
- POB - Point of beginning
- POC - Point of commencement

For the Firm:


Scott V. Douglas
Scott V. Douglas
Professional Surveyor & Mapper
Florida Registration No 4532

PREPARED BY:
DOUGLASS, LEAVY & ASSOCIATES INC.
PROFESSIONAL SURVEYORS & MAPPERS
2914 WILES ROAD
CORAL SPRINGS, FLORIDA 33067
OFFICE: (954) 344-7884 FAX: (954) 344-2858
LICENSING BUSINESS No. 8727

REVISIONS: Description	Date	Fb/Pg

DRAWING DATA:
Drawing date: 2-5-13
fb/pg source: N/A
Drafter: BWA
Checked: SJD
CADD dwg no: 11048
SHEET: 1/1

HORIZONTAL SCALE (FT)
0 25 50 100



Prepared by
And Return To:

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

Folio No.: 5140 28 11 0010

**RELEASE AND VACATION OF A PORTION OF
DRAINAGE/FLOWAGE/STORAGE EASEMENT RETENTION AREAS A, B, C, D, E & F
MIRAMAR CENTRE BUSINESS PARK PARCELS C & D**

THIS RELEASE AND VACATION OF PORTION OF DRAINAGE/FLOWAGE/STORAGE EASEMENT RETENTION AREAS A, B, C, D, E & F - MIRAMAR CENTRE BUSINESS PARK PARCELS C & D ("RELEASE AND VACATION"), executed this _____ day of _____, 2013, by SOUTH BROWARD DRAINAGE DISTRICT, a political subdivision of the State of Florida, having its principal place of business at 6591 S.W. 160th Avenue, Southwest Ranches, Florida 33331, first party, in favor of **MIRAMAR CENTRE B, LLC**, a Delaware limited liability company, whose address is 1100 Peachtree Street, Suite 1100, Atlanta, Georgia 30309 (Attn: Chief Operating Officer), its successors and assigns as their interest may appear of record, second party.

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

WITNESSETH

That the first party, for and in consideration of the sum of \$10.00, in hand paid by the second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to that portion of Drainage/Flowage/Storage Easement Retention Areas A, B, C, D, E & F - MIRAMAR CENTRE BUSINESS PARK PARCELS C & D ("Easement") located on the following described lot, piece or parcel of land situate, lying and being in the County of Broward, State of Florida, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO

Said easement having been recorded in the Broward County, Florida Public Records at Official Records Book 41063, Page 200.

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

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

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

Signed, sealed and delivered

SOUTH BROWARD DRAINAGE DISTRICT

In the presence of:

Witness Signature

SCOTT HODGES, Chairperson

Witness Printed Name

Attest:

Witness Signature

ROBERT GOGGIN IV, Secretary

Witness Printed Name

STATE OF FLORIDA)
)§
COUNTY OF BROWARD)

The foregoing instrument was executed before me this _____ of _____, 2013, by SCOTT HODGES and ROBERT GOGGIN IV as Chairperson and Secretary, respectively of the SOUTH BROWARD DRAINAGE DISTRICT, first party, who are personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2013.

(NOTARY SEAL/STAMP)

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

EXHIBIT "A"



Patriot Surveying and Mapping, Inc.

3748 NW 124th Avenue Coral Springs, Florida 33065

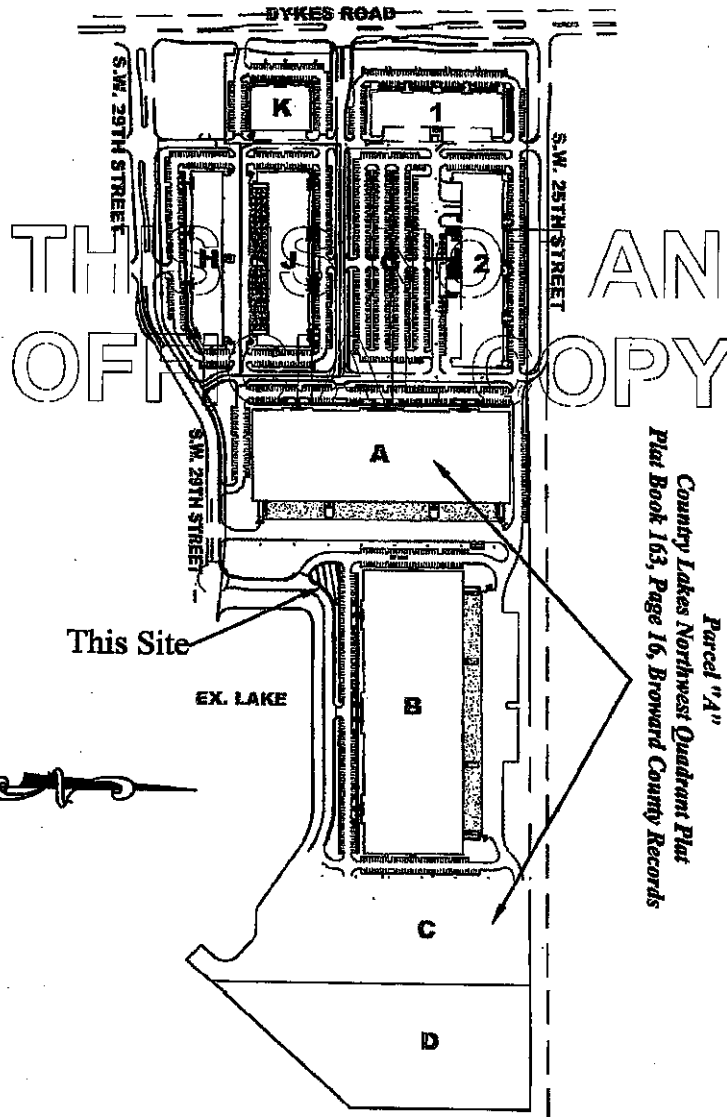
LB # 7303

Phone: (954) 509-0083

Fax: (954) 301-2623

- Sketch and Description -

Sheet 1 of 3



Dennis J. Gabriele 8-9-05

Dennis J. Gabriele
Professional Surveyor and Mapper No. LS5709
State of Florida

Not Valid without the signature
and original raised seal of a Florida
licensed Surveyor and Mapper

Updates and Revisions	Date	By	QC

NOTE: The undersigned and PATRIOT SURVEYING AND MAPPING, INC. make no representations or guarantees as to the completeness of the information reflected hereon pertaining to easements, right-of-way, set-back lines, reservations, agreements or other matters of record. This instrument is intended to reflect or set forth only those items shown in the references above. PATRIOT SURVEYING AND MAPPING, INC. did not research the public records for matters affecting the lands shown. This instrument is the property of PATRIOT SURVEYING AND MAPPING, INC. and shall not be reproduced in whole or in part without written permission of PATRIOT SURVEYING AND MAPPING, INC.

Job No. 0412-010 Drawn By: MK

RETENTION AREA "D" FB. PG.

EXHIBIT D PAGE 1 OF 3

EXHIBIT "A"



Patriot Surveying and Mapping, Inc.

3748 NW 124th Avenue Coral Springs, Florida 33065

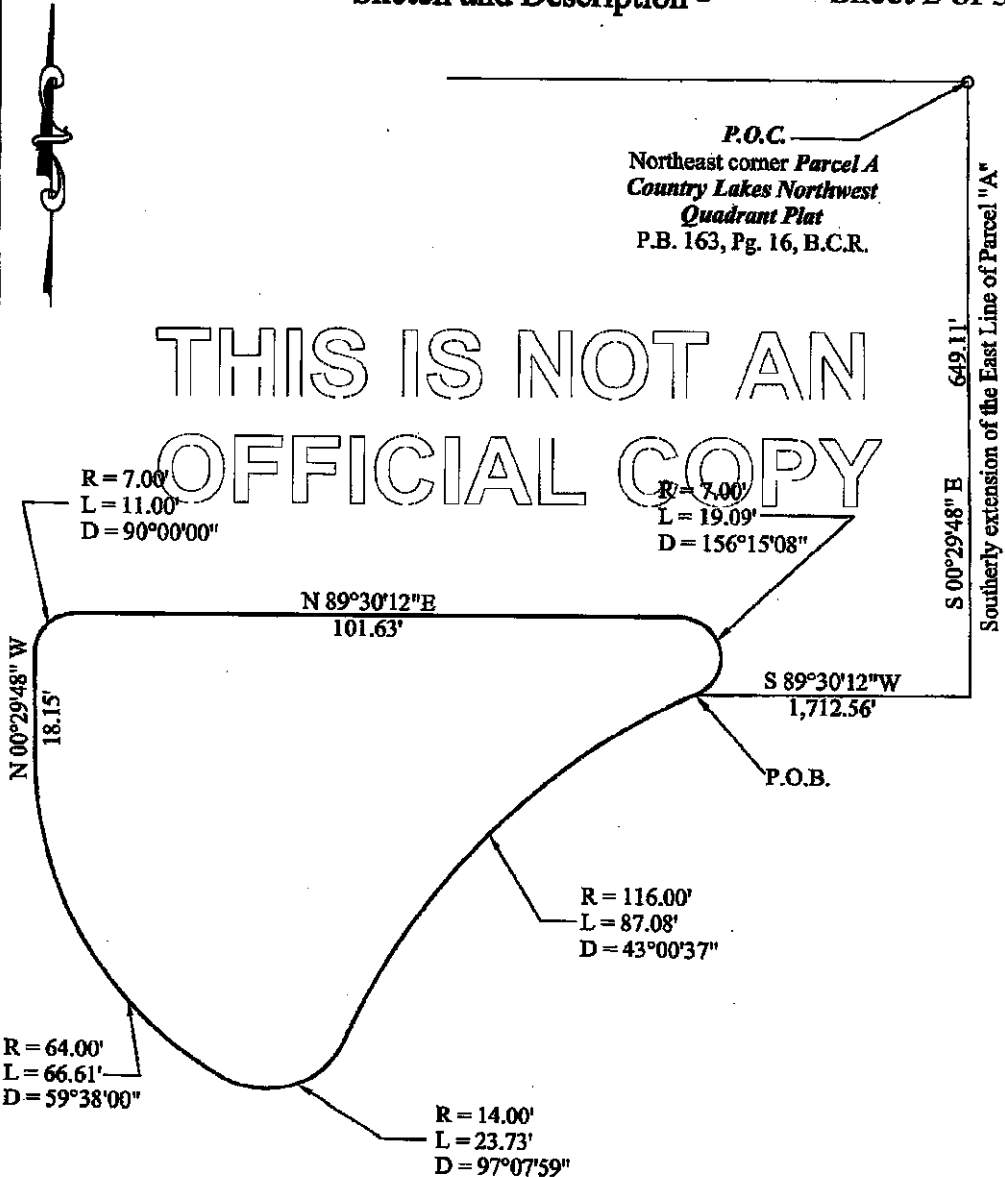
LB # 7303

Phone: (954) 509-0083

Fax: (954) 301-2623

- Sketch and Description -

Sheet 2 of 3



Surveyor's Notes

1. Bearing Reference: The Bearings shown hereon are referenced to the North Line of Parcel "A", of *Country Lakes Northwest Quadrant Plat*, as recorded in Plat Book 163, Page 16, of the Public Records of Broward County, Florida. Said Line bears *North 89°30'12" East*.
2. The information shown hereon is a graphic representation and does not represent a survey.

Legend

- P.O.C. = point of commencement
- P.O.B. = point of beginning
- R = radius
- L = arc length
- D = central angle (Delta)
- B.C.R. = Broward County Records
- P.B. = Plat book
- Pg. = Page

Job No. 0412-010

Drawn By: MK

RETENTION AREA
"D"

FB. PG.

EXHIBIT D
PAGE 2 OF 3

EXHIBIT "A"



Patriot Surveying and Mapping, Inc.

3748 NW 124th Avenue Coral Springs, Florida 33065

LB # 7303

Phone: (954) 509-0083

Fax: (954) 301-2623

- Legal Description -

Sheet 3 of 3

A portion of *Parcel A, Country Lakes Northwest Quadrant Plat*, according to the plat thereof, as recorded in Plat Book 163, Page 16, of the Public Records of Broward County, Florida, being more particularly described as follows:

Commence at the Northeast corner of said Parcel A;

Thence, South $00^{\circ}29'48''$ East, along the east line, and the Southerly extension thereof, of said Parcel A, a distance of 649.11 feet;

Thence, South $89^{\circ}30'12''$ West, a distance of 1,712.56 feet to the *Point of Beginning*; said point being the point of curvature of a circular curve concave to the East, having a radius of 116.00 feet and a central angle of $43^{\circ}00'37''$;

Thence, Southerly along the arc of said curve, an arc distance of 87.08 feet to the point of reverse curvature of a circular curve concave to the North, having a radius of 14.00 feet and a central angle of $97^{\circ}07'59''$;

Thence, Westerly along the arc of said curve, an arc distance of 23.73 feet to the point of compound curvature of a circular curve concave to the East, having a radius of 64.00 feet and a central angle of $59^{\circ}38'00''$;

Thence, Northerly along the arc of said curve, an arc distance of 66.61 feet;

Thence, North $00^{\circ}29'48''$ West, a distance of 18.15 feet to the point of curvature of a circular curve, concave to the South, having a radius of 7.00 feet and a central angle of $90^{\circ}00'00''$;

Thence, Easterly along the arc of said curve, an arc distance of 11.00 feet;

Thence, North $89^{\circ}30'12''$ East, a distance of 101.63 feet to the point of curvature of a circular curve, concave to the West, having a radius of 7.00 feet and a central angle of $156^{\circ}15'08''$;

Thence, Southerly along the arc of said curve, an arc distance of 19.09 feet to the *Point of Beginning*.

Said lands lying and being in the City of Miramar, Broward County, Florida, and containing 5,818square feet (0.13 acres) more or less.

Job No. 0412-010

Drawn By: MK

RETENTION AREA

"D"

FB. PG.

EXHIBIT D
PAGE 3 OF 3

EXHIBIT "A"



Patriot Surveying and Mapping, Inc.

3748 NW 124th Avenue Coral Springs, Florida 33065

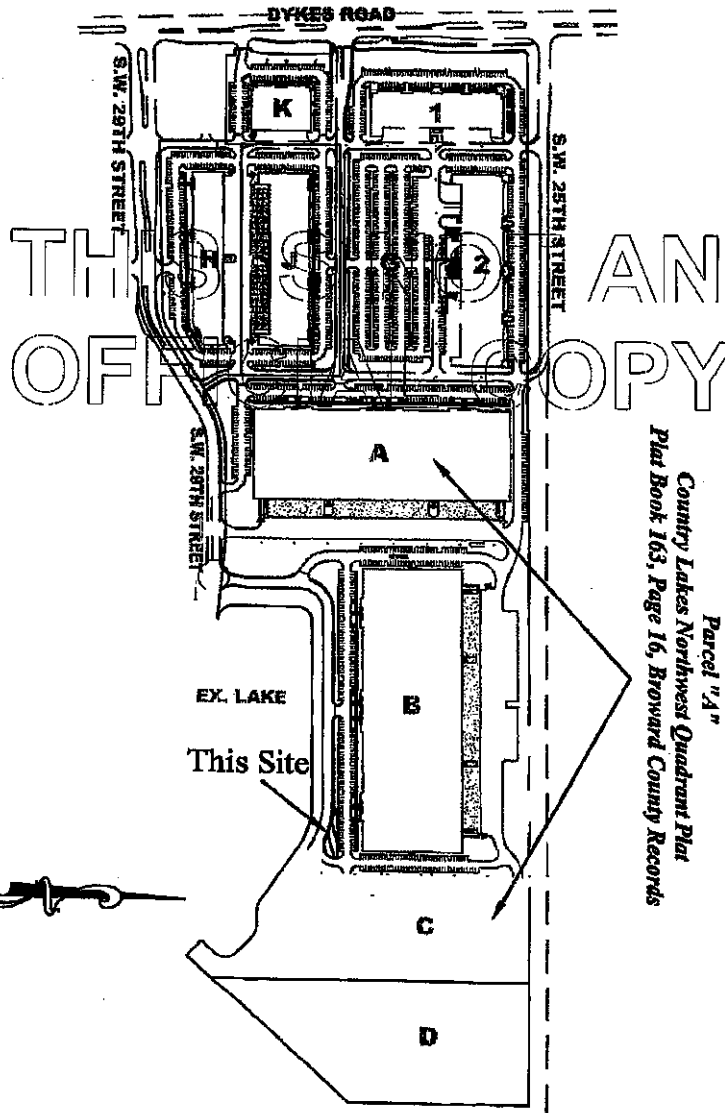
Phone: (954) 509-0083

Fax: (954) 301-2623

LB # 7303

- Sketch and Description -

Sheet 1 of 3



Parcel "A"
Country Lakes Northwest Quadrant Plat
Plat Book 163, Page 16, Broward County Records

Dennis J. Gabriele 8-9-05

Dennis J. Gabriele
Professional Surveyor and Mapper No. LS5709
State of Florida

Not Valid without the signature
and original raised seal of a Florida
licensed Surveyor and Mapper

Updates and Revisions	Date	By	QC

NOTE: The undersigned and PATRIOT SURVEYING AND MAPPING, INC. make no representations or guarantees as to the completeness of the information reflected hereon pertaining to easements, right-of-way, set-back lines, reservations, agreements or other matters of record. This instrument is intended to reflect or set forth only those items shown in the references above. PATRIOT SURVEYING AND MAPPING, INC. did not research the public records for matters affecting the lands shown. This instrument is the property of PATRIOT SURVEYING AND MAPPING, INC. and shall not be reproduced in whole or in part without written permission of PATRIOT SURVEYING AND MAPPING, INC.

Job No. 0412-010 Drawn By: MK

RETENTION AREA
"E"

FB. PG.

EXHIBIT E
PAGE 1 OF 3

EXHIBIT "A"



Patriot Surveying and Mapping, Inc.

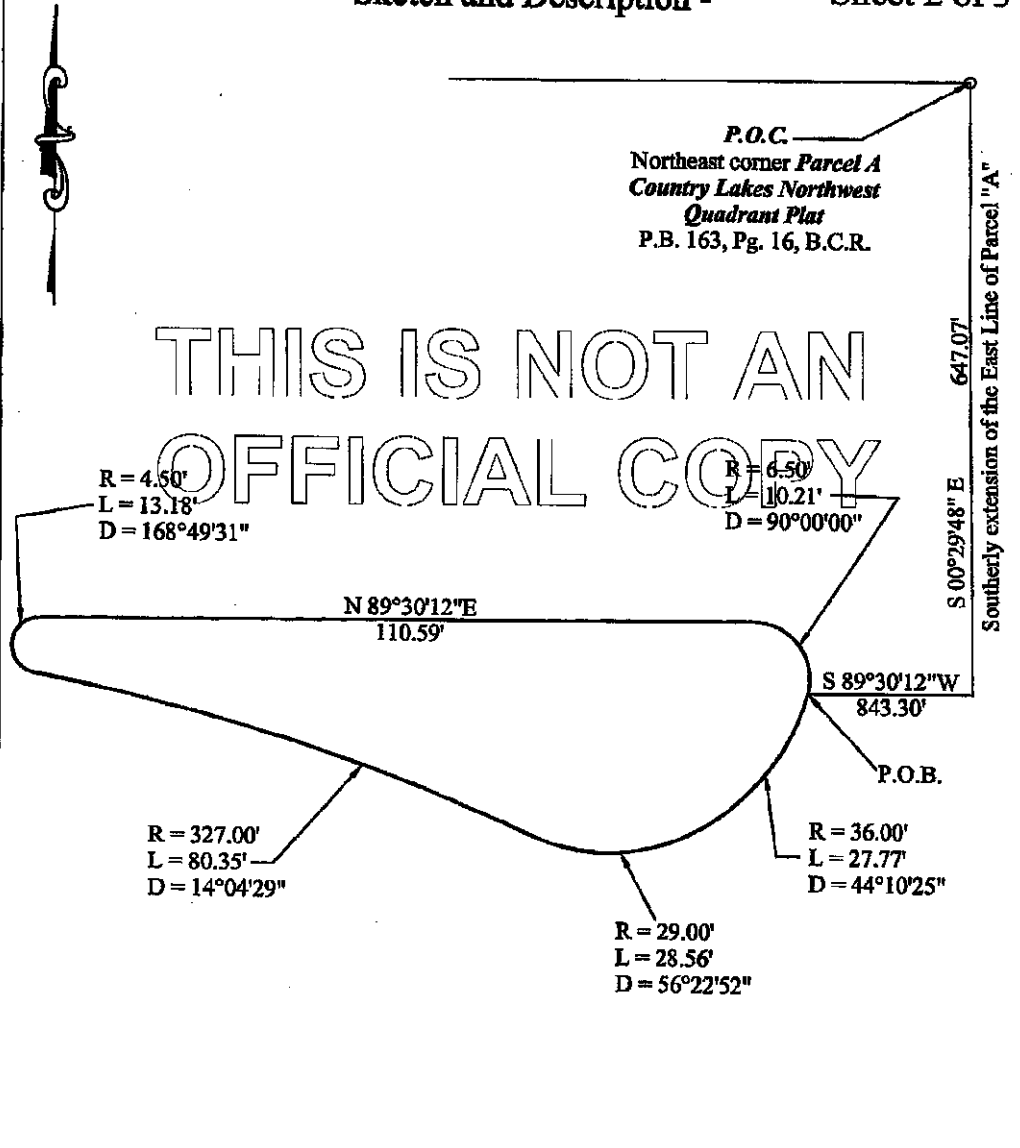
3748 NW 124th Avenue Coral Springs, Florida 33065

Phone: (954) 509-0083 Fax: (954) 301-2623

LB # 7303

- Sketch and Description -

Sheet 2 of 3



Surveyor's Notes

1. Bearing Reference: The Bearings shown hereon are referenced to the North Line of Parcel "A", of *Country Lakes Northwest Quadrant Plat*, as recorded in Plat Book 163, Page 16, of the Public Records of Broward County, Florida. Said Line bears *North 89°30'12" East*.
2. The information shown hereon is a graphic representation and does not represent a survey.

Legend

- P.O.C. = point of commencement
- P.O.B. = point of beginning
- R = radius
- L = arc length
- D = central angle (Delta)
- B.C.R. = Broward County Records
- P.B. = Plat book
- Pg. = Page

Job No. 0412-010

Drawn By: MK

RETENTION AREA

"E"

FB. PG.

EXHIBIT E
PAGE 2 OF 3

EXHIBIT "A"



Patriot Surveying and Mapping, Inc.

3748 NW 124th Avenue Coral Springs, Florida 33065

Phone: (954) 509-0083 Fax: (954) 301-2623

LB # 7303

- Legal Description -

Sheet 3 of 3

A portion of *Parcel A, Country Lakes Northwest Quadrant Plat*, according to the plat thereof, as recorded in Plat Book 163, Page 16, of the Public Records of Broward County, Florida, being more particularly described as follows:

Commence at the Northeast corner of said Parcel A;

Thence, South $00^{\circ}29'48''$ East, along the east line, and the Southerly extension thereof, of said Parcel A, a distance of 647.07 feet;

Thence, South $89^{\circ}30'12''$ West, a distance of 843.30 feet to the *Point of Beginning*, said point being a point on the arc of a circular curve, concave to the East, having a radius of 36.00 feet and a central angle of $44^{\circ}10'25''$;

Thence, Southwesterly along the arc of said curve, an arc distance of 27.77 feet to the point of compound curvature of a circular curve concave to the North, having a radius of 29.00 feet and a central angle of $56^{\circ}22'52''$;

Thence, Westerly along the arc of said curve, an arc distance of 28.56 feet to the point of reverse curvature of a circular curve concave to the South, having a radius of 327.00 feet and a central angle of $14^{\circ}04'29''$;

Thence, Westerly along the arc of said curve, an arc distance of 80.35 feet to the point of reverse curvature of a circular curve concave to the East, having a radius of 4.50 feet and a central angle of $168^{\circ}49'31''$;

Thence, Northerly along the arc of said curve, an arc distance of 13.18 feet;

Thence, North $89^{\circ}30'12''$ East, a distance of 110.59 feet to the point of curvature of a circular curve concave to the West, having a radius of 6.50 and a central angle of $90^{\circ}00'00''$;

Thence, Southerly along the arc of said curve, an arc distance of 10.21 feet to a point of compound curvature and the *Point of Beginning*.

Said lands lying and being in the City of Miramar, Broward County, Florida, and containing 2,900 square feet (0.07 acres) more or less.

Prepared By and Return To:

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

Folio: 514028110010:

**DRAINAGE EASEMENT
MIRAMAR CENTRE BUSINESS PARK – BUILDING B**

THIS DRAINAGE EASEMENT ("Easement") is granted this ____ day of _____, 2013, by **MIRAMAR CENTRE B, LLC.**, a Delaware limited liability company, whose address is 1100 Peachtree Street, Suite 1100, Atlanta, Georgia 30309 (Attn: Chief Operating Officer), 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:

a) To District, its successors and assigns, a perpetual and non-exclusive drainage easement for the construction and maintenance of drainage facilities, together with any necessary appurtenances incidental and necessary thereto, over, across and through the real property 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.

b) Although the easement granted herein is non-exclusive, should any easements over the same property be granted subsequent to the date of this Easement, the holder of any such subsequent easement shall be required to obtain approval from the District for the use of the Drainage Easement Area. Such approval by the District shall not be unreasonably withheld or denied.

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

d) No 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.

e) Grantor acknowledges that Grantor and Grantor's successors and assigns shall be responsible for construction and maintenance of all drainage facilities constructed within the Drainage Easement Area and that District shall have the right but not the obligation to maintain said drainage facilities.

f) Grantor further acknowledges that in the event the District incurs any expenses in maintaining or repairing the drainage facilities within the Drainage Easement Area, Grantor and Grantor's successors and assigns shall reimburse District for said expenses including attorney's fees and costs to collect said expenses. However, before incurring any expenses, except in an emergency, District shall provide written notice to Grantor at least five (5) working days prior to performing any work to maintain or repair said drainage facilities. During this period of time, Grantor or Grantor's successors and assigns may perform the work proposed by District or notify District that Grantor will perform said work to District's requirements.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be signed in its name by its proper officer, the day and year above written.

Signed, sealed and delivered
in the presence of:

"GRANTOR"

**MIRAMAR CENTRE B, LLC, a
Delaware limited liability company**

Witnesses:

Signature

By: _____

Print Name

Print Name & Title

Signature

Print Name

STATE OF _____ }
COUNTY OF _____ } §

The foregoing Drainage Easement was acknowledged before me this ____ day of _____, 2013, by _____, as _____ of MIRAMAR CENTRE B, LLC, a Delaware limited liability company, as Grantor, who (is personally known to me) or (has produced _____ as identification).

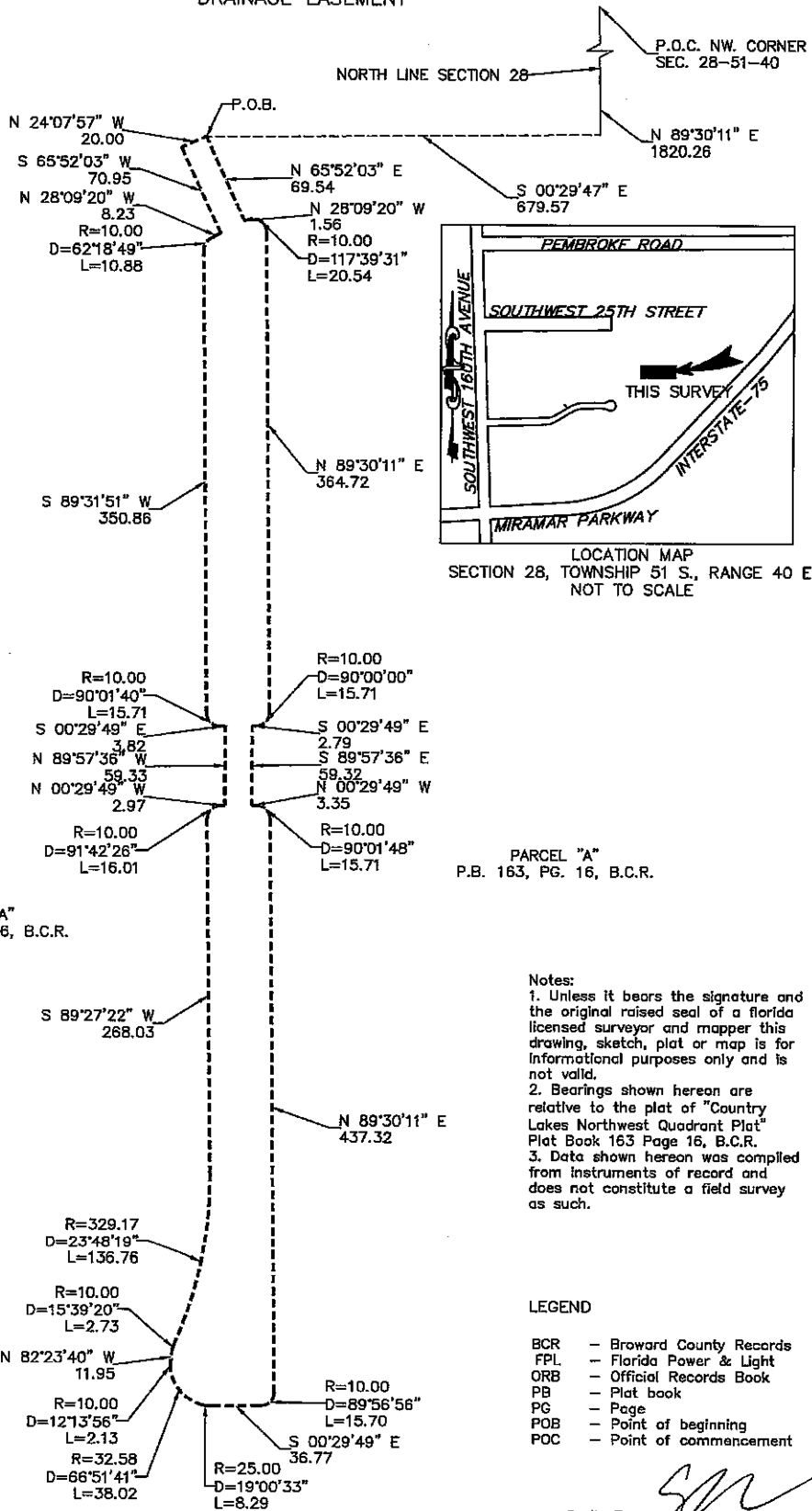
Witness my hand and official seal in the county and state last aforesaid this ____ day of _____, 2013.

[NOTARY SEAL AND STAMP]

NOTARY PUBLIC:

EXHIBIT "A"

DRAINAGE EASEMENT



PARCEL "A"
P.B. 163, PG. 16, B.C.R.

- Notes:**
1. Unless it bears the signature and the original raised seal of a Florida licensed surveyor and mapper this drawing, sketch, plat or map is for informational purposes only and is not valid.
 2. Bearings shown herein are relative to the plat of "Country Lakes Northwest Quadrant Plat" Plat Book 163 Page 16, B.C.R.
 3. Data shown herein was compiled from instruments of record and does not constitute a field survey as such.

LEGEND

- BCR - Broward County Records
- FPL - Florida Power & Light
- ORB - Official Records Book
- PB - Plat book
- PG - Page
- POB - Point of beginning
- POC - Point of commencement

For the Firm:
Scott L. Douglass
Professional Surveyor & Mapper
Florida Registration No. 4532

PREPARED BY:
DOUGLASS, LEVY & ASSOCIATES INC.
PROFESSIONAL SURVEYORS & MAPPERS
7914 WILES ROAD
CORAL SPRINGS, FLORIDA 33067
OFFICE: (954) 344-7964 FAX: (954) 344-2636
LICENSED BUSINESS No. 6727

REVISIONS: Description	Date	Fb/Pg

DRAWING DATA:
Drawing date: 2-5-13
fb/pg source: N/A
Drafted: BWA
Checked: SJO
CAAD dwg no: 11048
SHEET: 1/2



EXHIBIT "A"

DRAINAGE EASEMENT:

A PORTION OF PARCEL "A", "COUNTRY LAKES NORTHWEST QUADRANT PLAT", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 163, PAGE 16, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 28, TOWNSHIP 51 SOUTH, RANGE 40 EAST, THENCE NORTH 89°30'11" EAST, A DISTANCE OF 1820.26 FEET; THENCE SOUTH 00°29'47" EAST, A DISTANCE OF 679.57 FEET TO THE POINT OF BEGINNING; THENCE NORTH 65°52'03" EAST, A DISTANCE OF 69.54 FEET; THENCE NORTH 28°09'20" WEST, A DISTANCE OF 1.56 FEET TO A POINT ON A TANGENT CURVE; THENCE ALONG A CURVE TO THE NORTHEAST, HAVING A RADIUS OF 10.00 FEET, A CENTRAL ANGLE OF 117°39'31", FOR AN ARC DISTANCE OF 20.54 FEET TO A TANGENT LINE; THENCE NORTH 89°30'11" EAST, A DISTANCE OF 364.72 FEET TO A POINT ON A TANGENT CURVE; THENCE ALONG A CURVE TO THE SOUTH EAST, HAVING A RADIUS OF 10.00 FEET, A CENTRAL ANGLE OF 90°00'00", FOR AN ARC DISTANCE OF 15.71 FEET TO A TANGENT LINE; THENCE SOUTH 00°29'49" EAST, A DISTANCE OF 2.79 FEET; THENCE SOUTH 89°57'36" EAST, A DISTANCE OF 59.32 FEET; THENCE NORTH 00°29'49" WEST, A DISTANCE OF 3.35 FEET TO A POINT ON A TANGENT CURVE; THENCE ALONG A CURVE TO THE NORTHEAST, HAVING A RADIUS OF 10.00 FEET, A CENTRAL ANGLE OF 90°01'48"; FOR AN ARC DISTANCE OF 15.71 FEET TO A TANGENT LINE; THENCE NORTH 89°30'11" EAST, FOR A DISTANCE OF 437.32 FEET TO A POINT ON A TANGENT CURVE; THENCE ALONG A CURVE TO THE SOUTHEAST, HAVING A RADIUS OF 10.00 FEET, A CENTRAL ANGLE OF 89°56'56", FOR AN ARC LENGTH OF 15.70 FEET TO A TANGENT LINE; THENCE SOUTH 00°29'49" EAST, FOR A DISTANCE OF 36.77 FEET TO A POINT ON A TANGENT CURVE; THENCE ALONG A CURVE TO THE SOUTHWEST, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 19°00'33", FOR AN ARC DISTANCE OF 8.29 FEET TO A POINT ON A TANGENT CURVE; THENCE ALONG A CURVE TO THE SOUTHWEST, HAVING A RADIUS OF 32.58 FEET, A CENTRAL ANGLE OF 66°51'41", FOR AN ARC DISTANCE OF 38.02 FEET TO A POINT ON A TANGENT CURVE; THENCE ALONG A CURVE TO THE NORTHWEST, HAVING A RADIUS OF 10.00 FEET, A CENTRAL ANGLE OF 12°13'56", FOR AN ARC DISTANCE OF 2.13 FEET TO A TANGENT LINE; THENCE NORTH 82°23'40" WEST, FOR A DISTANCE OF 11.95 FEET TO A POINT ON A TANGENT CURVE; THENCE ALONG A CURVE TO THE NORTHWEST, HAVING A RADIUS OF 10.00 FEET, A CENTRAL ANGLE OF 15°39'20", FOR AN ARC DISTANCE OF 2.73 FEET TO A POINT ON A REVERSE CURVE; THENCE ALONG A CURVE TO THE SOUTHWEST, HAVING A RADIUS OF 329.17 FEET, A CENTRAL ANGLE OF 23°48'19" WEST, FOR AN ARC DISTANCE OF 136.76 FEET TO A TANGENT LINE; THENCE SOUTH 89°27'22" WEST, FOR A DISTANCE OF 268.03 FEET TO A POINT ON A TANGENT CURVE; THENCE ALONG A CURVE TO THE NORTHWEST, HAVING A RADIUS OF 10.00 FEET, A CENTRAL ANGLE 91°42'26", FOR AN ARC DISTANCE OF 16.01 FEET TO TANGENT LINE; THENCE NORTH 00°29'49" WEST, FOR A DISTANCE OF 2.97 FEET; THENCE NORTH 89°57'36" WEST, FOR A DISTANCE OF 59.33 FEET; THENCE SOUTH 00°29'49" EAST, FOR A DISTANCE OF 3.82 FEET TO A POINT ON A TANGENT CURVE; THENCE ALONG A CURVE TO THE SOUTHWEST, HAVING A RADIUS OF 10.00 FEET, A CENTRAL ANGLE OF 90°01'40", FOR AN ARC DISTANCE OF 15.71 FEET TO A TANGENT LINE; THENCE SOUTH 89°31'51" WEST, FOR A DISTANCE OF 350.86 FEET TO A POINT ON A TANGENT CURVE; THENCE ALONG A CURVE TO THE NORTHWEST, HAVING A RADIUS OF 10.00 FEET, HAVING A CENTRAL ANGLE OF 62°18'49", FOR AN ARC DISTANCE OF 10.88 FEET TO A TANGENT LINE; THENCE NORTH 28°09'20" WEST, FOR A DISTANCE OF 8.23 FEET; THENCE SOUTH 65°52'03" WEST, FOR A DISTANCE OF 70.95 FEET; THENCE NORTH 24°07'57" WEST, FOR A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING. AREA CONTAINS 43,686.57 SQUARE FEET, MORE OR LESS.

PREPARED BY:

DOUGLASS, LEAVY & ASSOCIATES INC.

PROFESSIONAL SURVEYORS & MAPPERS
7914 WILES ROAD
CORAL SPRINGS, FLORIDA 33067
OFFICE: (954) 344-7994 FAX: (904) 344-2886
LICENSED BUSINESS No. 6727

REVISIONS: Description Date Fb/Pg

REVISIONS:	Description	Date	Fb/Pg

DRAWING DATA:

Drawing date: 2-5-13
fb/pg source: N/A
Drafter: BWA
Checked: SJD
CADD dwg no: 11048

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March 4, 1997

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DOCU. STAMPS-DEED

Prepared By and Return To:

RECVD. BROWARD CNTY
B. JACK OSTERHOLT

Douglas R. Bell, Esquire
Cumberland Building - Suite N° 601
800 East Broward Boulevard
Fort Lauderdale, Florida 33301
(954) 524-8526

COUNTY ADMIN.

D1028-03

Folio N° 1028 01 011 & 1028 02 001

**DRAINAGE EASEMENT N° 2
(Country Lakes Northwest Quadrant)**

THIS DRAINAGE EASEMENT is granted this 15 day of April, 1997,
by COUNTRY LAKES, L.P., a Virginia Limited Partnership, whose post office address is
% ATLANTIC GULF COMM., 2601 S. BAYSHORD DR. MIAMI, FL 33131, 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, Davie, Florida 33331, hereinafter
referred to as "District" and to the Public.

THIS IS NOT AN
OFFICIAL COPY

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 drainage easement for the construction and maintenance of drainage facilities, together with any necessary appurtenances incidental and necessary thereto, over, across and through the real property described in Exhibit "A" attached hereto and made a part hereof ("Drainage Easement Areas"), together with free ingress and egress across said Drainage Easement Areas for the purpose of constructing, maintaining and repairing the drainage system and appurtenances contained therein. The District's rights granted herein shall be exercised in conjunction with the rights granted to the Public as described below.
2. To the Public, an easement to use the above described Drainage Easement Areas to provide for the flowage and storage of stormwater from portions of Miramar Parkway and Dykes Road right-of-way ("the Roadway").
3. The rights granted herein to the Public shall be exercised solely by the Governmental Entity that has maintenance jurisdiction over the Roadway ("Governmental Entity").
4. The rights granted herein to the Public are equal to and shall be exercised in conjunction with the above described rights granted to the District.
5. Although the easement granted herein to the District and the Public is non-exclusive, should any easements over the same property be granted, subsequent to the date of this easement, the holder of any such subsequent easement shall be required to obtain approval from the District and the Governmental Entity for the use of the Drainage Easement Areas. Such approval by the District and the Governmental Entity shall not be

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(3/18)

unreasonably withheld, denied, conditioned or delayed.

6. The rights granted to the District or the Public may be released or modified by a written, recordable release or modification approved by the Grantor executed by the District and on behalf of the Public, by the Governmental Entity.

7. Grantor acknowledges that until accepted by the District for maintenance Grantor and Grantors successors and assigns shall be responsible for construction and maintenance of all drainage facilities constructed within The Drainage Easement Areas and that District and the Governmental Entity shall have the right but not the obligation to maintain said drainage facilities.

8. Grantor further acknowledges that except for lake interconnects and the District's primary drainage system (Dykes Road Canal, lakes, lake interconnects and the S-3 Basin connection) in the event the District or the Governmental Entity incur any expenses in maintaining the drainage facilities within the Drainage Easement Areas, that Grantor and Grantors successors and assigns shall reimburse District and Governmental Entity for said expenses including attorney's fees and costs to collect said expenses.

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

Signed, sealed and delivered in the presence of:

"Grantor"
COUNTRY LAKES, L.P., a Virginia Limited Partnership

By: SANDLER AT COUNTRY LAKES, INC., a Virginia Corporation, its general partner

By: 
Steven Sandler, President


Witness Signature 1

Ilona Mathisen
Witness Printed Name 1


Witness Signature 1

P. Goethals
Witness Printed Name 1

Virginia
STATE OF FLORIDA }
Vt Beach }
COUNTY OF BROWARD }

The foregoing Drainage Easement N° 2 (Country Lakes Northwest Quadrant) was acknowledged before me this 15 day of Apr, 1997 by Steven Sandler as President of Sandler at Country Lakes, Inc., a Virginia Corporation, general partner of Country Lakes, L.P., a Virginia Limited Partnership as Grantor 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 15 day of Apr, 1997.

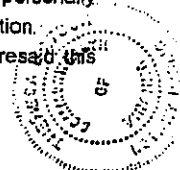
[NOTARY SEAL AND STAMP]



NOTARY PUBLIC:
Commission Expires on 03/31/2000
My Comm. Exp. on 03/31/2000
THERESA WATSON

PRINTED OR STAMPED NAME OF NOTARY

BK 26332PG0652



**SKETCH OF A DRAINAGE EASEMENT
TO SERVE COUNTRY LAKES NORTHWEST QUADRANT PROPERTY**

DESCRIPTION

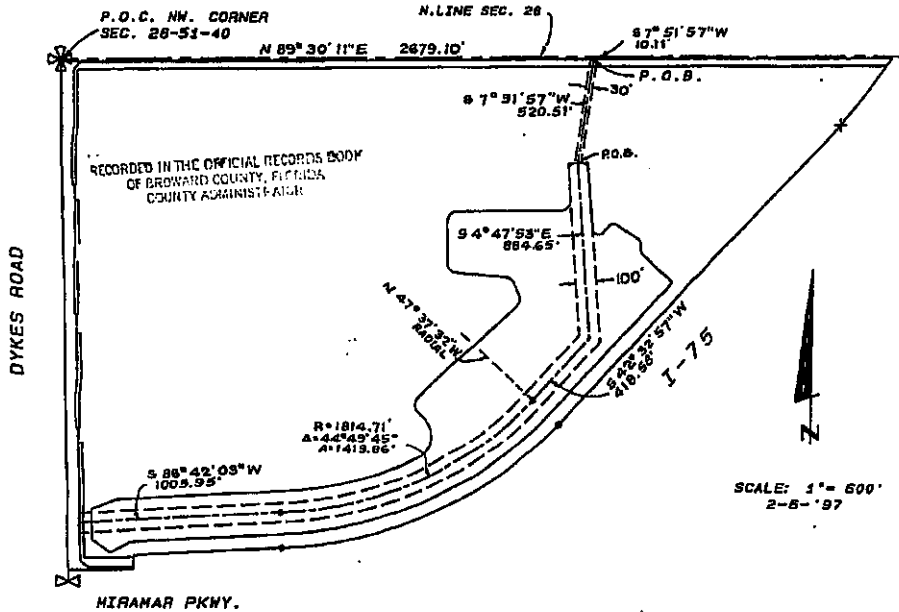
That portion of Parcel A, COUNTRY LAKES NORTHWEST QUADRANT PLAT (UNRECORDED), being a parcel of land in the Northwest 1/4 of Section 28, Township 51 South, Range 40 East, said parcel including a portion of the CHAMBERS LAND COMPANY SUBDIVISION of said Section 28, as recorded in Plat Book 2 at Page 27 of the Public Records of Dade County, Florida and being more particularly described as follows:

Commencing at the Northwest corner of said Section 28; thence run North 89°30'11" East (on a grid bearing) 2679.10 feet along the North boundary of said Section 28; thence run South 07°51'57" West 10.11 feet to the Point of Beginning of a strip of land 30 feet in width, lying 15 feet on each side of the following described centerline; thence continue South 07°51'57" West 520.51 feet to the terminus of said centerline and the Point of Beginning of a strip of land 100 feet in width, lying 50 feet on each side of the following described centerline; thence run South 04°47'53" East 884.65 feet; thence run South 42°32'57" West 418.58 feet to a point of intersection with the arc of a curve running Southwesterly to the right, a radial at said point bearing North 47°37'32" West; thence along the arc of said curve to the right, having a radius of 1814.71 feet and a central angle of 44°49'45", run Southwesterly 1419.86 feet; thence run South 86°42'03" West 1005.95 feet along a line not tangent to the last described curve to the terminus of said centerline.

Said lands situate in the City of Miramar, Broward County, Florida.

CC WINNINGHAM CORPORATION - LB # 46
1040 NORTH EAST 45TH STREET
OAKLAND PARK, FLORIDA 33334

BY: *Charlie C. Winingham II*
Charlie C. Winingham II - PSM # 580



BR26332PG0653

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Prepared By and Return To:

South Broward Drainage District
6591 S.W. 160th Ave.
Southwest Ranches, FL 33331

Folio N^o 1028 11 0010

INSTR # 105598911
OR BK 41063 Pages 200 - 219
RECORDED 12/09/05 14:46:41
BROWARD COUNTY COMMISSION
DOC STMP-D: \$0.70
DEPUTY CLERK 1012
#4, 20 Pages

**DRAINAGE/FLOWAGE/STORAGE EASEMENT
RETENTION AREAS A, B, C, D, E & F
MIRAMAR CENTRE BUSINESS PARK PARCELS C & D**

THESE DRAINAGE/FLOWAGE/STORAGE EASEMENTS are granted this 15th day of September, 2005, by **INDUSTRIAL DEVELOPMENT INTERNATIONAL, INC.**, a Delaware Corporation, whose address is 515 East Las Olas Boulevard, Suite 960, Fort Lauderdale, Florida 33301, hereinafter referred to as "Grantor" to **SOUTH BROWARD DRAINAGE DISTRICT**, a political subdivision of the State of Florida, located at 6591 Southwest 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 in hand paid by District, the receipt whereof is hereby acknowledged, does hereby grant and convey;

(1) To District, its successors and assigns, perpetual and non-exclusive Drainage/Flowage/Storage Easements for the construction and maintenance of dry retention areas and for flowage and storage of stormwater together with any necessary appurtenances incidental and necessary thereto, over, across and through the real property described in Exhibits "A", "B", "C", "D", "E" and "F" attached hereto and made a part hereof, together with free ingress, egress and regress across said Drainage/Flowage/Storage Easement Area for the purpose of constructing, maintaining and repairing the drainage system and appurtenances contained therein.

(2) Although the Easements granted herein to the District is non-exclusive, should any easements over the same property be granted, subsequent to the date of this Easement, the holder of any such subsequent easement shall be required to obtain approval from the District and for the use of the Drainage/Flowage/Storage Easement Areas. Such approval by the District shall not be unreasonably withheld or denied.

(3) Grantor acknowledges that Grantor and Grantor's successors and assigns shall be responsible for construction and maintenance of the dry retention areas constructed within the Drainage/Flowage/Storage Easement Areas and that District shall have the right but not the obligation to maintain said area.

(4) Grantor further acknowledges that in the event the District incurs any expenses in maintaining or repairing the dry retention areas within the Drainage/Flowage/Storage Easement Areas, Grantor and Grantor's successors and assigns shall reimburse District for said expenses including attorney's fees and costs to

collect said expenses. However, before incurring any expenses, except in an emergency, District shall provide written notice to Grantor and Grantor's successors and assigns at least five (5) working days prior to performing any work to maintain or repair said drainage facilities. During this period of time, Grantor and Grantor's successors and assigns may perform the work proposed by District or notify District that Grantor will perform said work to District's requirements.

IN WITNESS WHEREOF, Grantor has caused these presents to be signed in its name by its proper officers, the day and year first above written.

Signed, sealed and delivered
in the presence of:

"Grantor"
**Industrial Development International,
Inc., a Delaware Corporation**



Witness Signature 1

Anthony W Mooney

Witness Printed Name

By: 

Richard Zehl, Vice President of
Construction



Witness Signature 1

Lawrence Dinner

Witness Printed Name 1


STATE OF FLORIDA)
)§
COUNTY OF BROWARD)

The foregoing Drainage/Flowage/Storage Easements were acknowledged before me this 15th day of September, 2005 by Richard Zehl as Vice President of Construction for Industrial Development International, as Grantor, 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 15th day of September, 2005.

[NOTARY SEAL, STAMP]





NOTARY PUBLIC:



Patriot Surveying and Mapping, Inc.

3748 NW 124th Avenue Coral Springs, Florida 33065

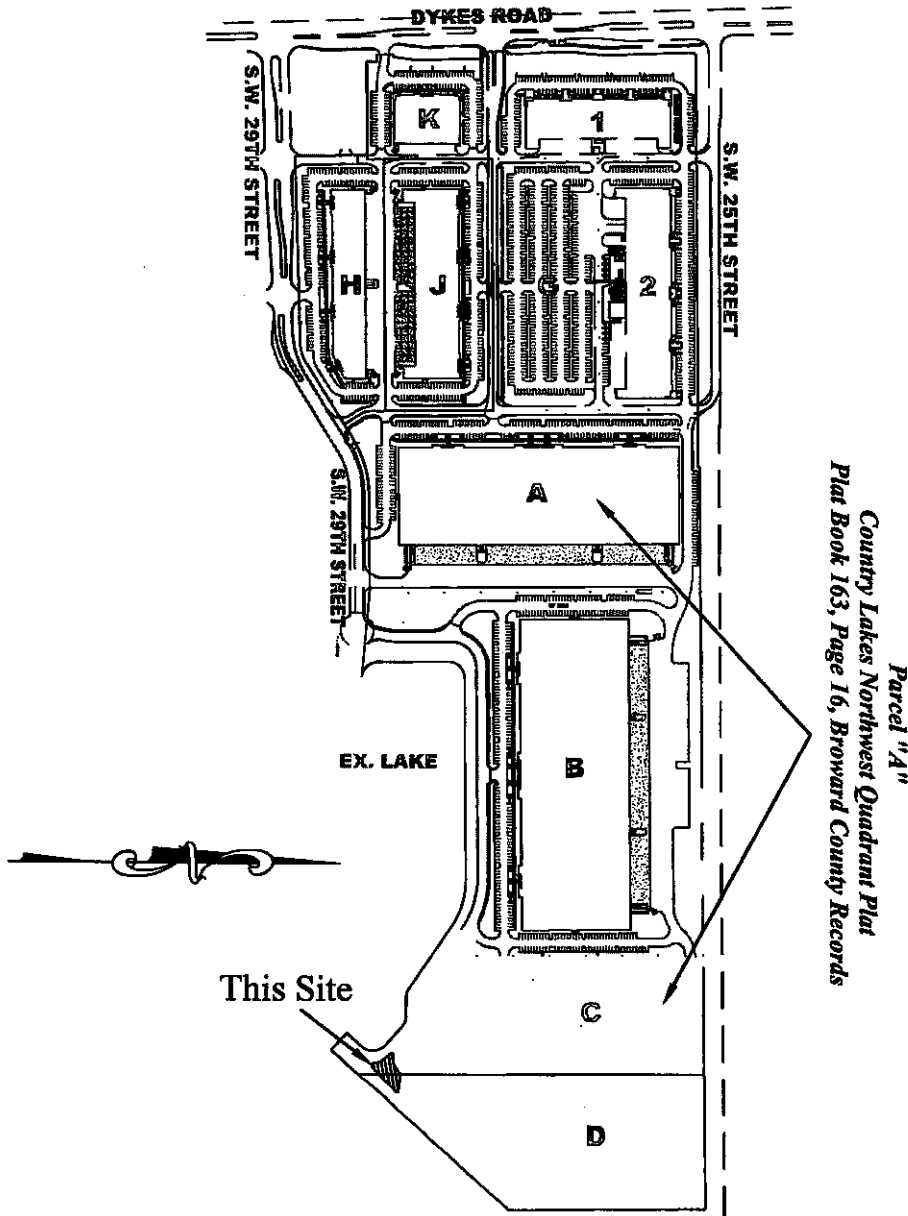
Phone: (954) 509-0083

Fax: (954) 301-2623

LB # 7303

- Sketch and Description -

Sheet 1 of 3



Dennis J. Gabriele 8-9-05

Dennis J. Gabriele
Professional Surveyor and Mapper No. LS5709
State of Florida

Not Valid without the signature
and original raised seal of a Florida
licensed Surveyor and Mapper

Updates and Revisions	Date	By	QC

NOTE: The undersigned and PATRIOT SURVEYING AND MAPPING, INC. make no representations or guarantees as to the completeness of the information reflected hereon pertaining to easements, right-of-way, set-back lines, reservations, agreements or other matters of record. This instrument is intended to reflect or set forth only those items shown in the references above. PATRIOT SURVEYING AND MAPPING, INC. did not research the public records for matters affecting the lands shown. This instrument is the property of PATRIOT SURVEYING AND MAPPING, INC. and shall not be reproduced in whole or in part without written permission of PATRIOT SURVEYING AND MAPPING, INC.



Patriot Surveying and Mapping, Inc.

3748 NW 124th Avenue Coral Springs, Florida 33065

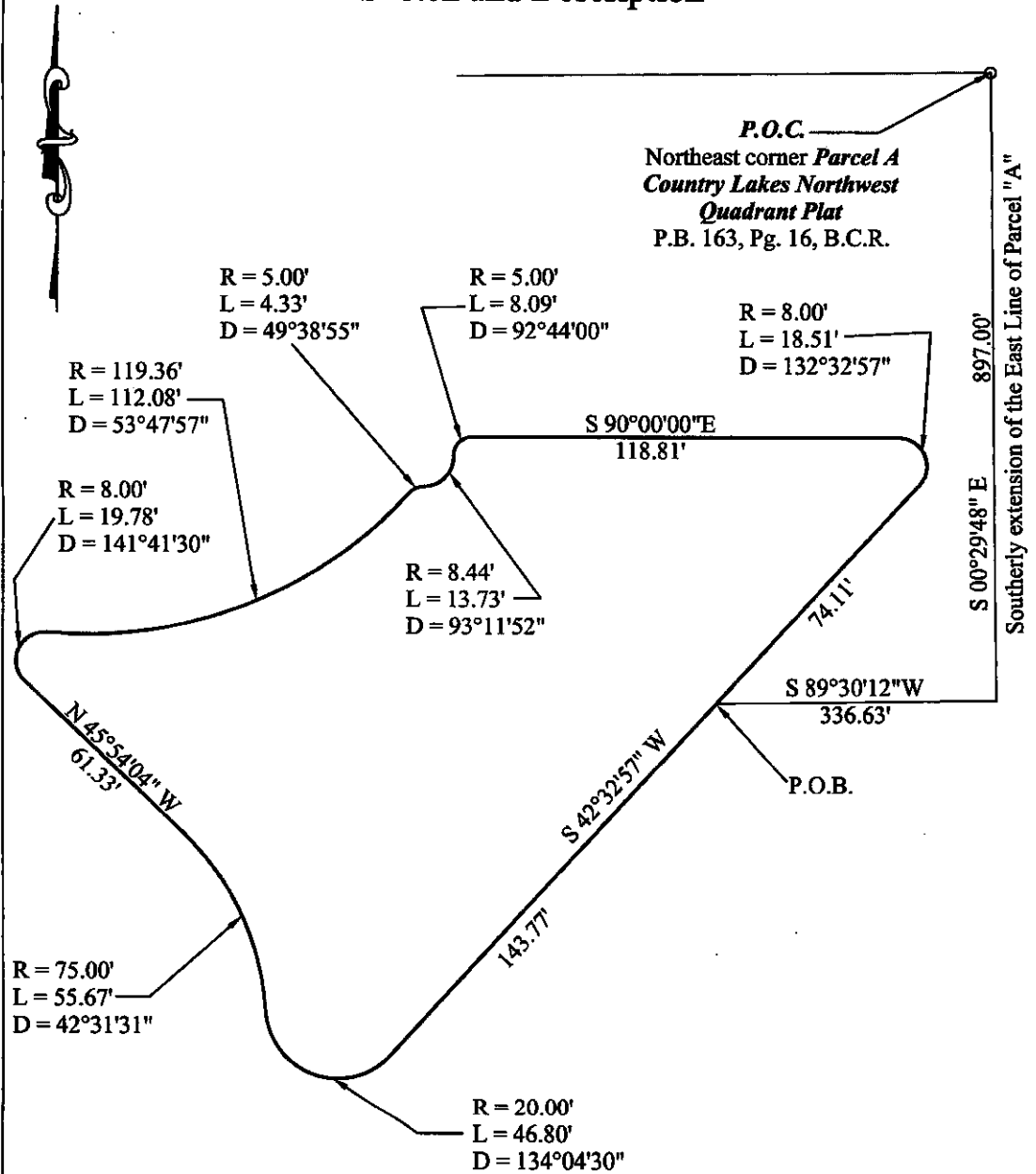
Phone: (954) 509-0083

Fax: (954) 301-2623

LB # 7303

- Sketch and Description -

Sheet 2 of 3



Surveyor's Notes

1. Bearing Reference: The Bearings shown hereon are referenced to the North Line of Parcel "A", of *Country Lakes Northwest Quadrant Plat*, as recorded in Plat Book 163, Page 16, of the Public Records of Broward County, Florida. Said Line bears *North 89°30'12" East*.
2. The information shown hereon is a graphic representation and does not represent a survey.

Legend

- P.O.C. = point of commencement
- P.O.B. = point of beginning
- R = radius
- L = arc length
- D = central angle (Delta)
- B.C.R. = Broward County Records
- P.B. = Plat book
- Pg. = Page



Patriot Surveying and Mapping, Inc.

3748 NW 124th Avenue Coral Springs, Florida 33065

Phone: (954) 509-0083

Fax: (954) 301-2623

LB # 7303

- Legal Description -

Sheet 3 of 3

A portion of *Parcel A, Country Lakes Northwest Quadrant Plat*, according to the plat thereof, as recorded in Plat Book 163, Page 16, of the Public Records of Broward County, Florida, being more particularly described as follows:

Commence at the Northeast corner of said Parcel A;

Thence, South $00^{\circ}29'48''$ East, along the east line, and the Southerly extension thereof, of said Parcel A, a distance of 897.00 feet;

Thence, South $89^{\circ}30'12''$ West, a distance of 336.63 feet to the *Point of Beginning*;

Thence, South $42^{\circ}32'57''$ West, a distance of 143.77 feet to the point of curvature of a circular curve concave to the North, having a radius of 20.00 feet and a central angle of $134^{\circ}04'30''$;

Thence, Westerly along the arc of said curve, an arc distance of 46.80 feet to the point of reverse curvature of a circular curve concave to the South, having a radius of 75.00 feet and a central angle of $42^{\circ}31'31''$;

Thence, Northerly along the arc of said curve, an arc distance of 55.67 feet;

Thence, North $45^{\circ}54'04''$ West, a distance of 61.33 feet to the point of curvature of a circular curve concave to the East, having a radius of 8.00 feet and a central angle of $141^{\circ}41'30''$;

Thence, Northerly along the arc of said curve, an arc distance of 19.78 feet to the point of reverse curvature of a circular curve concave to the North, having a radius of 119.36 feet and a central angle of $53^{\circ}47'57''$;

Thence, Easterly along the arc of said curve, an arc distance of 112.08 feet to the point of reverse curvature of a circular curve concave to the South, having a radius of 5.00 feet and a central angle of $49^{\circ}38'55''$;

Thence, Easterly along the arc of said curve, an arc distance of 4.33 feet to the point of reverse curvature of a circular curve concave to the West, having a radius of 8.44 feet and a central angle of $93^{\circ}11'52''$;

Thence, Northerly along the arc of said curve, an arc distance of 13.73 feet to the point of reverse curvature of a circular curve concave to the South, having a radius of 5.00 feet and a central angle of $92^{\circ}44'00''$;

Thence, Easterly along the arc of said curve, an arc distance of 8.09 feet;

Thence, South $90^{\circ}00'00''$ East, a distance of 118.81 feet to the point of curvature of a circular curve concave to the West, having a radius of 8.00 feet and a central angle of $132^{\circ}32'57''$;

Thence, Southerly along the arc of said curve, an arc distance of 18.51 feet;

Thence, South $42^{\circ}32'57''$ West, a distance of 74.11 feet to the *Point of Beginning*.

Said lands lying and being in the City of Miramar, Broward County, Florida, and containing 21,834 square feet (0.50 acres) more or less.



Patriot Surveying and Mapping, Inc.

3748 NW 124th Avenue Coral Springs, Florida 33065

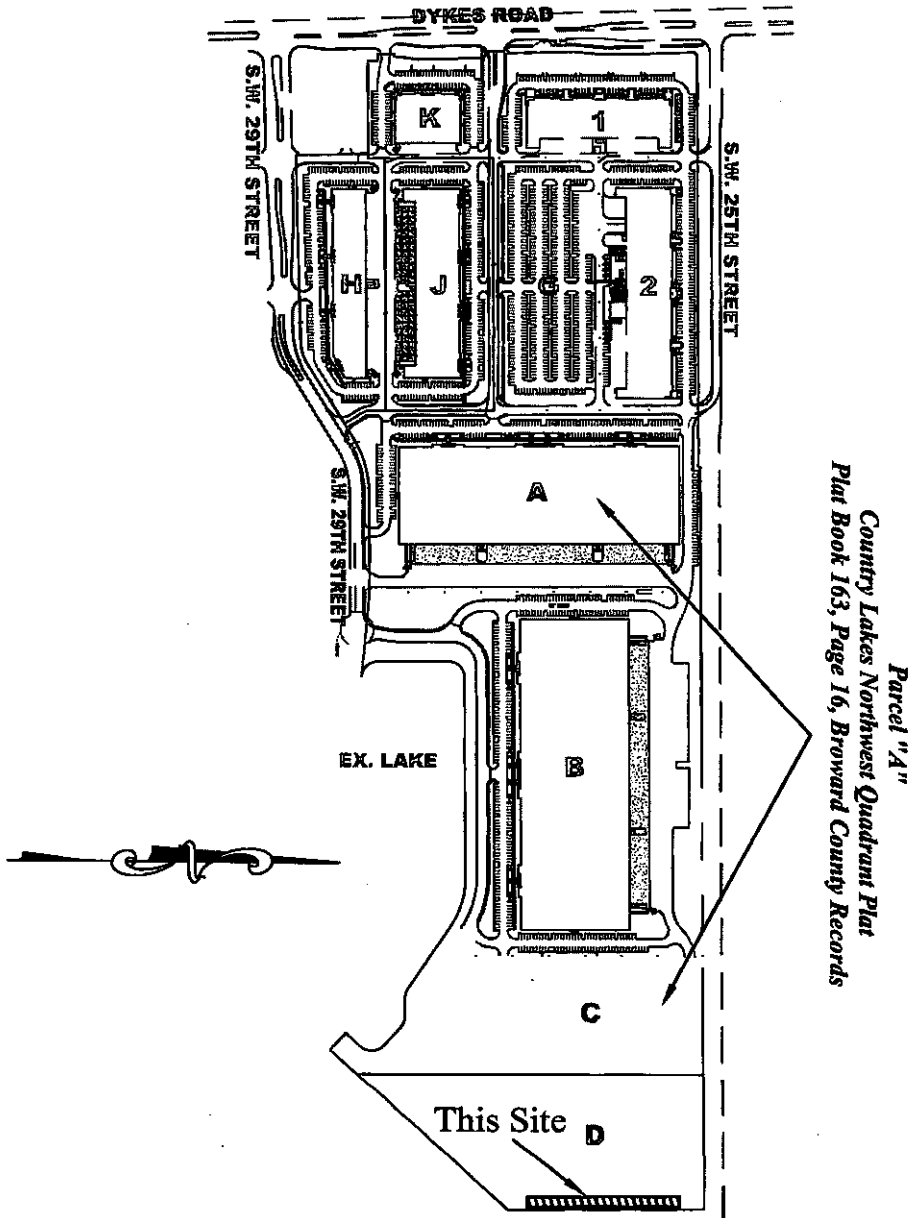
Phone: (954) 509-0083

Fax: (954) 301-2623

LB # 7303

- Sketch and Description -

Sheet 1 of 3



Dennis J. Gabriele 8-9-05

Dennis J. Gabriele
Professional Surveyor and Mapper No. LS5709
State of Florida

Not Valid without the signature
and original raised seal of a Florida
licensed Surveyor and Mapper

Updates and Revisions	Date	By	QC

NOTE: The undersigned and PATRIOT SURVEYING AND MAPPING, INC. make no representations or guarantees as to the completeness of the information reflected hereon pertaining to easements, right-of-way, set-back lines, reservations, agreements or other matters of record. This instrument is intended to reflect or set forth only those items shown in the references above. PATRIOT SURVEYING AND MAPPING, INC. did not research the public records for matters affecting the lands shown. This instrument is the property of PATRIOT SURVEYING AND MAPPING, INC. and shall not be reproduced in whole or in part without written permission of PATRIOT SURVEYING AND MAPPING, INC.



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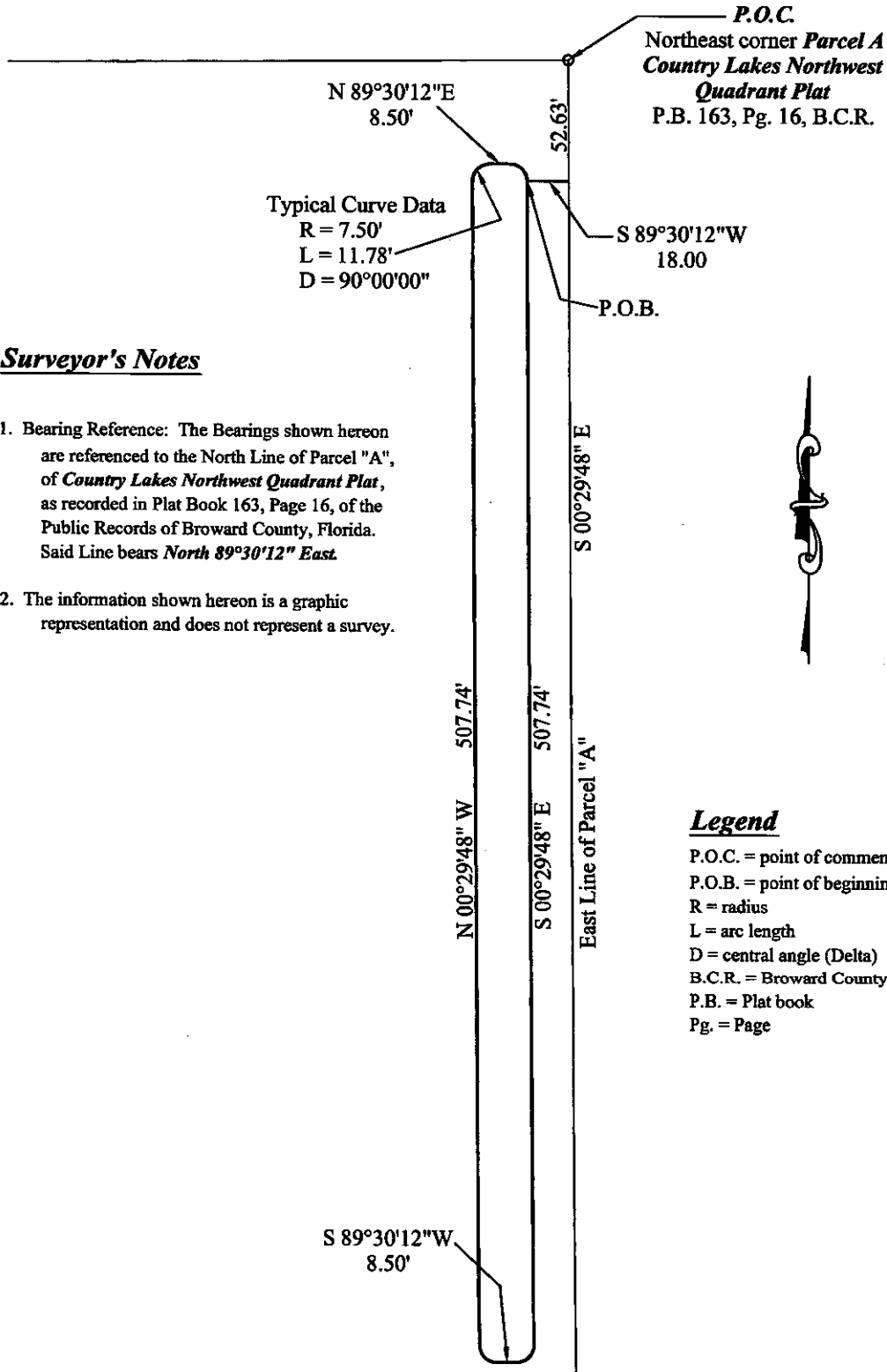
Phone: (954) 509-0083

Fax: (954) 301-2623

LB # 7303

- Sketch and Description -

Sheet 2 of 3



Surveyor's Notes

1. Bearing Reference: The Bearings shown hereon are referenced to the North Line of Parcel "A", of *Country Lakes Northwest Quadrant Plat*, as recorded in Plat Book 163, Page 16, of the Public Records of Broward County, Florida. Said Line bears *North 89°30'12" East*.
2. The information shown hereon is a graphic representation and does not represent a survey.

Legend

- P.O.C. = point of commencement
- P.O.B. = point of beginning
- R = radius
- L = arc length
- D = central angle (Delta)
- B.C.R. = Broward County Records
- P.B. = Plat book
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Patriot Surveying and Mapping, Inc.

3748 NW 124th Avenue Coral Springs, Florida 33065

Phone: (954) 509-0083

Fax: (954) 301-2623

LB # 7303

- Legal Description -

Sheet 3 of 3

A portion of *Parcel A, Country Lakes Northwest Quadrant Plat*, according to the plat thereof, as recorded in Plat Book 163, Page 16, of the Public Records of Broward County, Florida, being more particularly described as follows:

Commence at the Northeast corner of said Parcel A;

Thence, South 00°29'48" East, along the east line of said Parcel A, a distance of 52.63 feet;

Thence, South 89°30'12" West, a distance of 18.00 feet to the *Point of Beginning*;

Thence, South 00°29'48" East, a distance of 507.74 feet to the point of curvature of a circular curve concave to the West, having a radius of 7.50 feet and a central angle of 90°00'00";

Thence, Southerly along the arc of said curve, an arc distance of 11.78 feet;

Thence, South 89°30'12" West, a distance of 8.50 feet to the point of curvature of a circular curve concave to the East, having a radius of 7.50 feet and a central angle of 90°00'00";

Thence, Northerly along the arc of said curve, an arc distance of 11.78 feet;

Thence, North 00°29'48" West, a distance of 507.74 feet to the point of curvature of a circular curve concave to the East, having a radius of 7.50 feet and a central angle of 90°00'00";

Thence, Northerly along the arc of said curve, an arc distance of 11.78 feet;

Thence, North 89°30'12" East, a distance of 8.50 feet to the point of curvature of a circular curve concave to the West, having a radius of 7.50 feet and a central angle of 90°00'00";

Thence, Southerly along the arc of said curve, an arc distance of 11.78 feet to the *Point of Beginning*.

Said lands lying and being in the City of Miramar, Broward County, Florida, and containing 12,229 square feet (0.28 acres) more or less.



Patriot Surveying and Mapping, Inc.

3748 NW 124th Avenue Coral Springs, Florida 33065

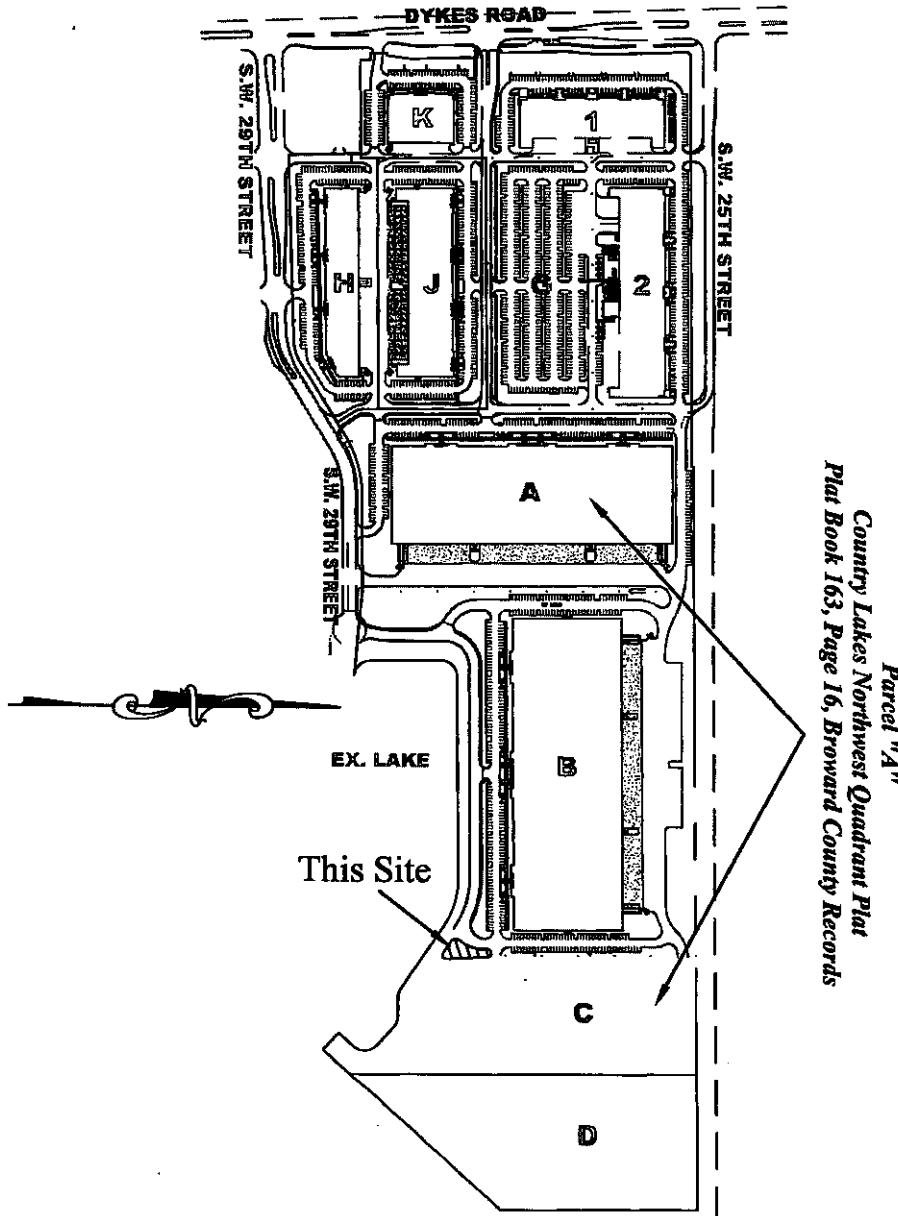
Phone: (954) 509-0083

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LB # 7303

- Sketch and Description -

Sheet 1 of 3



Dennis J. Gabriele 8-9-05

Dennis J. Gabriele
Professional Surveyor and Mapper No. LS5709
State of Florida

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Updates and Revisions	Date	By	QC

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Job No. 0412-010 Drawn By: MK

RETENTION AREA
"C"

FB. PC

EXHIBIT C
PAGE 1 OF 3



Patriot Surveying and Mapping, Inc.

3748 NW 124th Avenue Coral Springs, Florida 33065

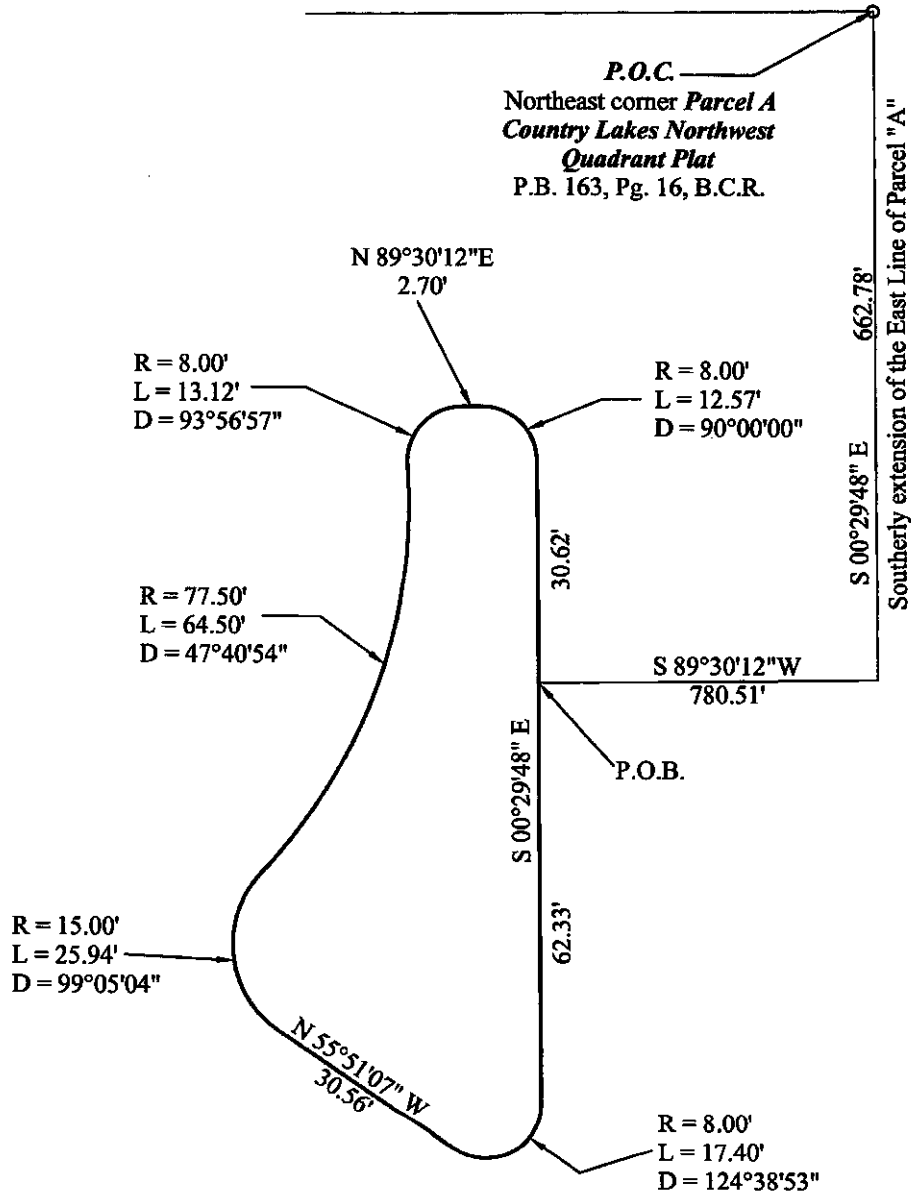
Phone: (954) 509-0083

Fax: (954) 301-2623

LB # 7303

- Sketch and Description -

Sheet 2 of 3



Surveyor's Notes

- Bearing Reference:** The Bearings shown hereon are referenced to the North Line of Parcel "A", of *Country Lakes Northwest Quadrant Plat*, as recorded in Plat Book 163, Page 16, of the Public Records of Broward County, Florida. Said Line bears *North 89°30'12" East*.
- The information shown hereon is a graphic representation and does not represent a survey.

Legend

- P.O.C. = point of commencement
- P.O.B. = point of beginning
- R = radius
- L = arc length
- D = central angle (Delta)
- B.C.R. = Broward County Records
- P.B. = Plat book
- Pg. = Page

RETENTION AREA
"C"

Job No. 0412-010

Drawn By: MK

FB. PG.

EXHIBIT C
PAGE 2 OF 3



Patriot Surveying and Mapping, Inc.

3748 NW 124th Avenue Coral Springs, Florida 33065

Phone: (954) 509-0083

Fax: (954) 301-2623

LB # 7303

- Legal Description -

Sheet 3 of 3

A portion of *Parcel A, Country Lakes Northwest Quadrant Plat*, according to the plat thereof, as recorded in Plat Book 163, Page 16, of the Public Records of Broward County, Florida, being more particularly described as follows:

Commence at the Northeast corner of said Parcel A;
 Thence, South 00°29'48" East, along the east line, and the Southerly extension thereof, of said Parcel A, a distance of 662.78 feet;
 Thence, South 89°30'12" West, a distance of 780.51 feet to the *Point of Beginning*;
 Thence, South 00°29'48" East, a distance of 62.33 feet to the point of curvature of a circular curve concave to the North, having a radius of 8.00 feet and a central angle of 124°38'53";
 Thence, Southerly along the arc of said curve, an arc distance of 17.40 feet;
 Thence, North 55°51'07" West, a distance of 30.56 feet to the point of curvature of a circular curve concave to the East, having a radius of 15.00 feet and a central angle of 99°05'04";
 Thence, Northerly along the arc of said curve, an arc distance of 25.94 feet to the point of reverse curvature of a circular curve concave to the West, having a radius of 77.50 feet and a central angle of 47°40'54";
 Thence, Northerly along the arc of said curve, an arc distance of 64.50 feet to the point of reverse curvature of a circular curve concave to the South, having a radius of 8.00 feet and a central angle of 93°56'57";
 Thence, Easterly along the arc of said curve, an arc distance of 13.12 feet;
 Thence, North 89°30'12" East, a distance of 2.70 feet to the point of curvature of a circular curve concave to the West, having a radius of 8.00 feet and a central angle of 90°00'00";
 Thence, Southerly along the arc of said curve, an arc distance of 12.57 feet;
 Thence, South 00°29'48" East, a distance of 30.62 feet to the *Point of Beginning*.

Said lands lying and being in the City of Miramar, Broward County, Florida, and containing 2,987 square feet (0.07 acres) more or less.



Patriot Surveying and Mapping, Inc.

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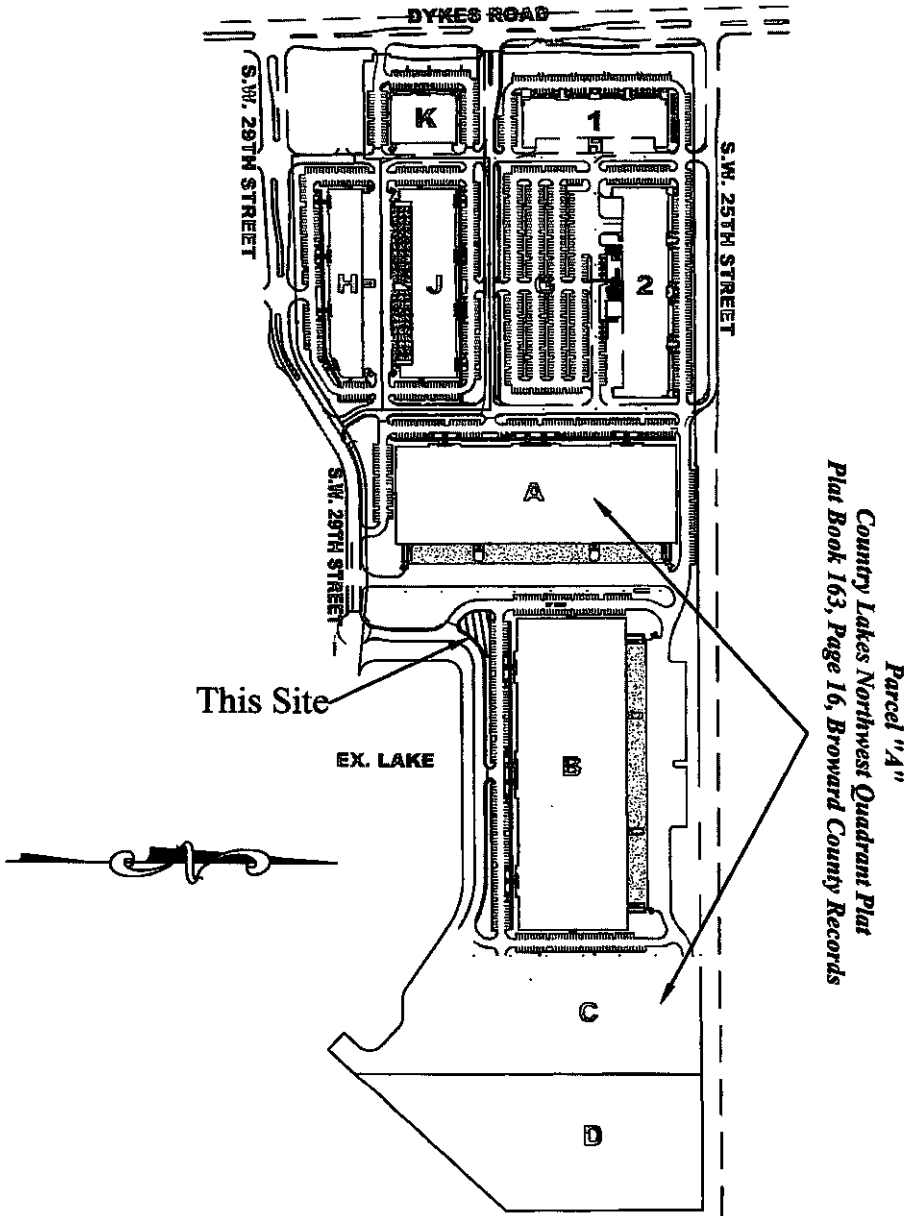
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- Sketch and Description -

Sheet 1 of 3



This Site

EX. LAKE

Parcel "A"
Country Lakes Northwest Quadrant Plat
Plat Book 163, Page 16, Broward County Records

Dennis J. Gabriele 8-9-05

Dennis J. Gabriele
Professional Surveyor and Mapper No. LS5709
State of Florida

Not Valid without the signature
and original raised seal of a Florida
licensed Surveyor and Mapper

Updates and Revisions	Date	By	QC

NOTE: The undersigned and PATRIOT SURVEYING AND MAPPING, INC. make no representations or guarantees as to the completeness of the information reflected hereon pertaining to easements, right-of-way, set-back lines, reservations, agreements or other matters of record. This instrument is intended to reflect or set forth only those items shown in the references above. PATRIOT SURVEYING AND MAPPING, INC. did not research the public records for matters affecting the lands shown. This instrument is the property of PATRIOT SURVEYING AND MAPPING, INC. and shall not be reproduced in whole or in part without written permission of PATRIOT SURVEYING AND MAPPING, INC.

Job No. 0412-010

Drawn By: MK

RETENTION AREA
"D"

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EXHIBIT D
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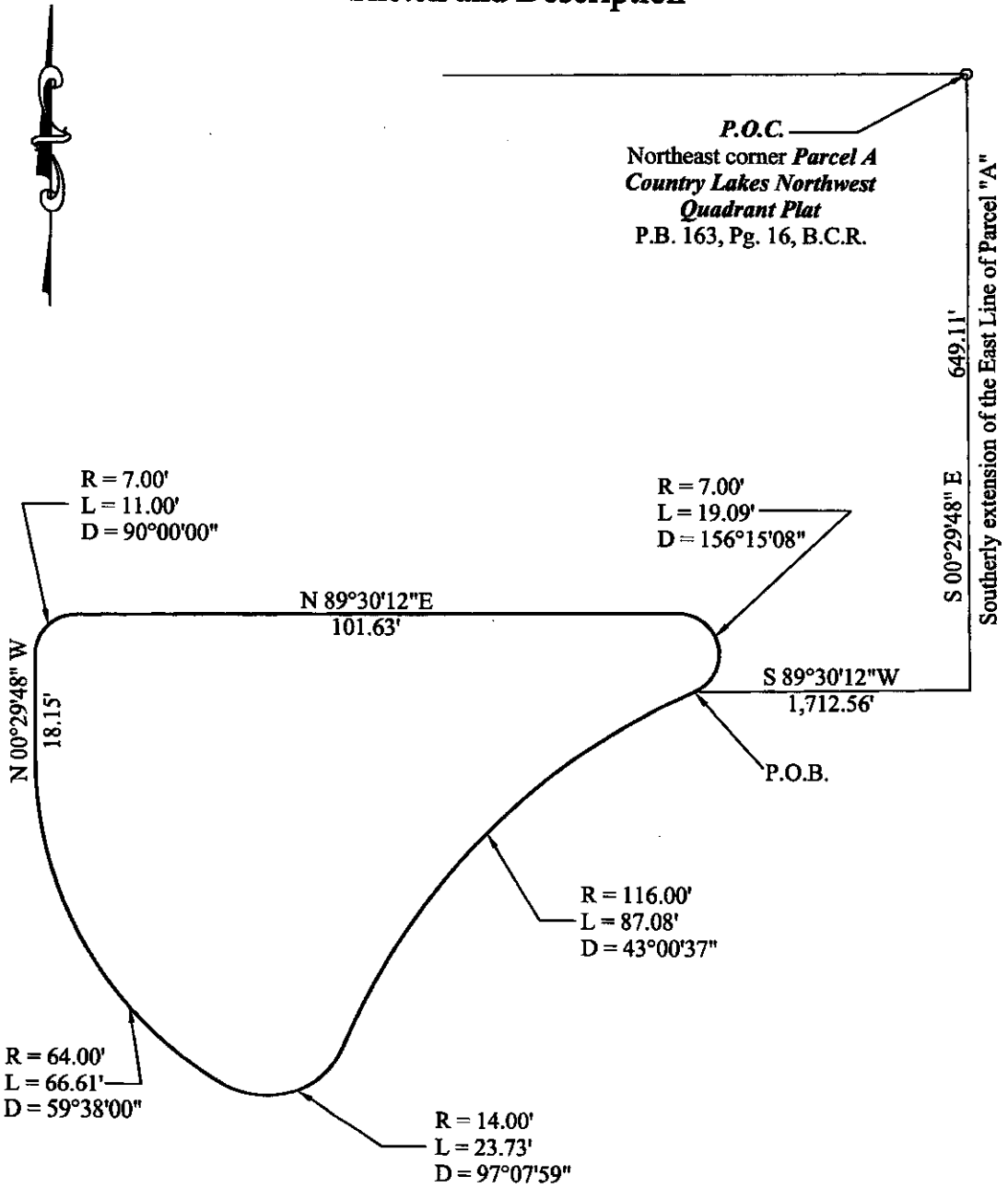
Phone: (954) 509-0083

Fax: (954) 301-2623

LB # 7303

- Sketch and Description -

Sheet 2 of 3



Surveyor's Notes

1. Bearing Reference: The Bearings shown hereon are referenced to the North Line of Parcel "A", of *Country Lakes Northwest Quadrant Plat*, as recorded in Plat Book 163, Page 16, of the Public Records of Broward County, Florida. Said Line bears *North 89°30'12" East*.
2. The information shown hereon is a graphic representation and does not represent a survey.

Legend

- P.O.C. = point of commencement
- P.O.B. = point of beginning
- R = radius
- L = arc length
- D = central angle (Delta)
- B.C.R. = Broward County Records
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Patriot Surveying and Mapping, Inc.

3748 NW 124th Avenue Coral Springs, Florida 33065

Phone: (954) 509-0083

Fax: (954) 301-2623

LB # 7303

- Legal Description -

Sheet 3 of 3

A portion of *Parcel A, Country Lakes Northwest Quadrant Plat*, according to the plat thereof, as recorded in Plat Book 163, Page 16, of the Public Records of Broward County, Florida, being more particularly described as follows:

Commence at the Northeast corner of said Parcel A;

Thence, South $00^{\circ}29'48''$ East, along the east line, and the Southerly extension thereof, of said Parcel A, a distance of 649.11 feet;

Thence, South $89^{\circ}30'12''$ West, a distance of 1,712.56 feet to the *Point of Beginning*; said point being the point of curvature of a circular curve concave to the East, having a radius of 116.00 feet and a central angle of $43^{\circ}00'37''$;

Thence, Southerly along the arc of said curve, an arc distance of 87.08 feet to the point of reverse curvature of a circular curve concave to the North, having a radius of 14.00 feet and a central angle of $97^{\circ}07'59''$;

Thence, Westerly along the arc of said curve, an arc distance of 23.73 feet to the point of compound curvature of a circular curve concave to the East, having a radius of 64.00 feet and a central angle of $59^{\circ}38'00''$;

Thence, Northerly along the arc of said curve, an arc distance of 66.61 feet;

Thence, North $00^{\circ}29'48''$ West, a distance of 18.15 feet to the point of curvature of a circular curve, concave to the South, having a radius of 7.00 feet and a central angle of $90^{\circ}00'00''$;

Thence, Easterly along the arc of said curve, an arc distance of 11.00 feet;

Thence, North $89^{\circ}30'12''$ East, a distance of 101.63 feet to the point of curvature of a circular curve, concave to the West, having a radius of 7.00 feet and a central angle of $156^{\circ}15'08''$;

Thence, Southerly along the arc of said curve, an arc distance of 19.09 feet to the *Point of Beginning*.

Said lands lying and being in the City of Miramar, Broward County, Florida, and containing 5,818square feet (0.13 acres) more or less.



Patriot Surveying and Mapping, Inc.

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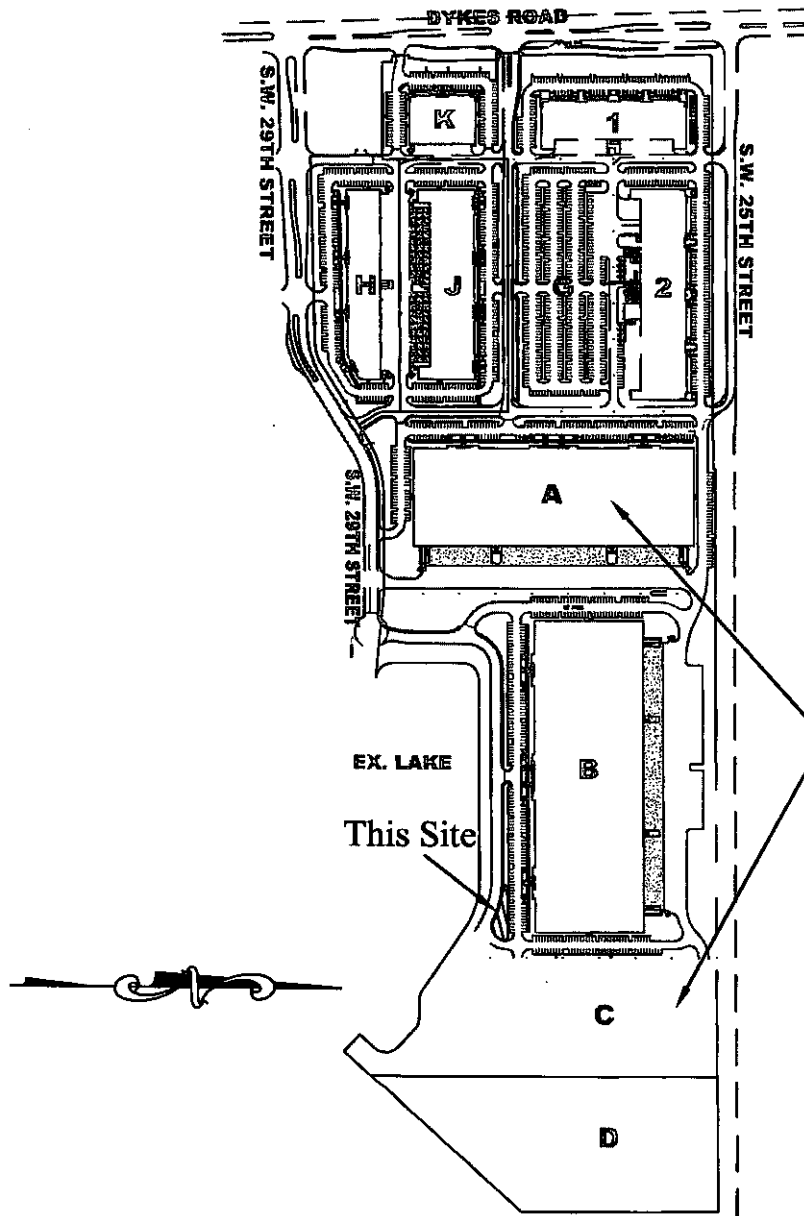
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LB # 7303

- Sketch and Description -

Sheet 1 of 3



Parcel "A"
 Country Lakes Northwest Quadrant Plat
 Plat Book 163, Page 16, Broward County Records

Dennis J. Gabriele 8-9-05

Dennis J. Gabriele
 Professional Surveyor and Mapper No. LS5709
 State of Florida

Not Valid without the signature
 and original raised seal of a Florida
 licensed Surveyor and Mapper

Updates and Revisions	Date	By	QC

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Job No. 0412-010 Drawn By: MK

RETENTION AREA
 "E"

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EXHIBIT E
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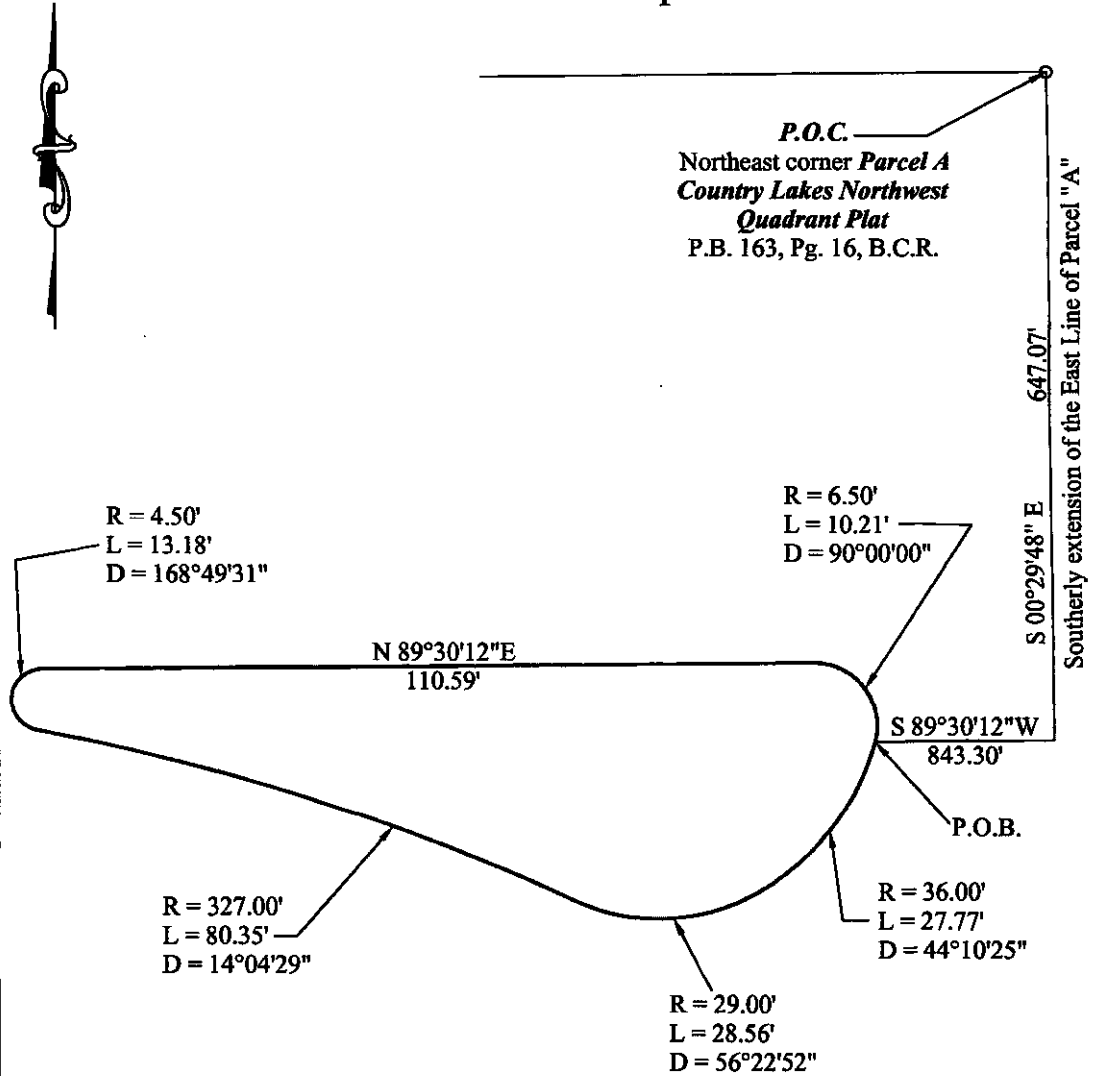
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LB # 7303

- Sketch and Description -

Sheet 2 of 3



Surveyor's Notes

1. Bearing Reference: The Bearings shown hereon are referenced to the North Line of Parcel "A", of *Country Lakes Northwest Quadrant Plat*, as recorded in Plat Book 163, Page 16, of the Public Records of Broward County, Florida. Said Line bears *North 89°30'12" East*.
2. The information shown hereon is a graphic representation and does not represent a survey.

Legend

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- P.O.B. = point of beginning
- R = radius
- L = arc length
- D = central angle (Delta)
- B.C.R. = Broward County Records
- P.B. = Plat book
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Patriot Surveying and Mapping, Inc.

3748 NW 124th Avenue Coral Springs, Florida 33065

Phone: (954) 509-0083

Fax: (954) 301-2623

LB # 7303

- Legal Description -

Sheet 3 of 3

A portion of *Parcel A, Country Lakes Northwest Quadrant Plat*, according to the plat thereof, as recorded in Plat Book 163, Page 16, of the Public Records of Broward County, Florida, being more particularly described as follows:

Commence at the Northeast corner of said Parcel A;

Thence, South 00°29'48" East, along the east line, and the Southerly extension thereof, of said Parcel A, a distance of 647.07 feet;

Thence, South 89°30'12" West, a distance of 843.30 feet to the *Point of Beginning*, said point being a point on the arc of a circular curve, concave to the East, having a radius of 36.00 feet and a central angle of 44°10'25";

Thence, Southwesterly along the arc of said curve, an arc distance of 27.77 feet to the point of compound curvature of a circular curve concave to the North, having a radius of 29.00 feet and a central angle of 56°22'52";

Thence, Westerly along the arc of said curve, an arc distance of 28.56 feet to the point of reverse curvature of a circular curve concave to the South, having a radius of 327.00 feet and a central angle of 14°04'29";

Thence, Westerly along the arc of said curve, an arc distance of 80.35 feet to the point of reverse curvature of a circular curve concave to the East, having a radius of 4.50 feet and a central angle of 168°49'31";

Thence, Northerly along the arc of said curve, an arc distance of 13.18 feet;

Thence, North 89°30'12" East, a distance of 110.59 feet to the point of curvature of a circular curve concave to the West, having a radius of 6.50 and a central angle of 90°00'00";

Thence, Southerly along the arc of said curve, an arc distance of 10.21 feet to a point of compound curvature and the *Point of Beginning*.

Said lands lying and being in the City of Miramar, Broward County, Florida, and containing 2,900 square feet (0.07 acres) more or less.



Patriot Surveying and Mapping, Inc.

3748 NW 124th Avenue Coral Springs, Florida 33065

Phone: (954) 509-0083

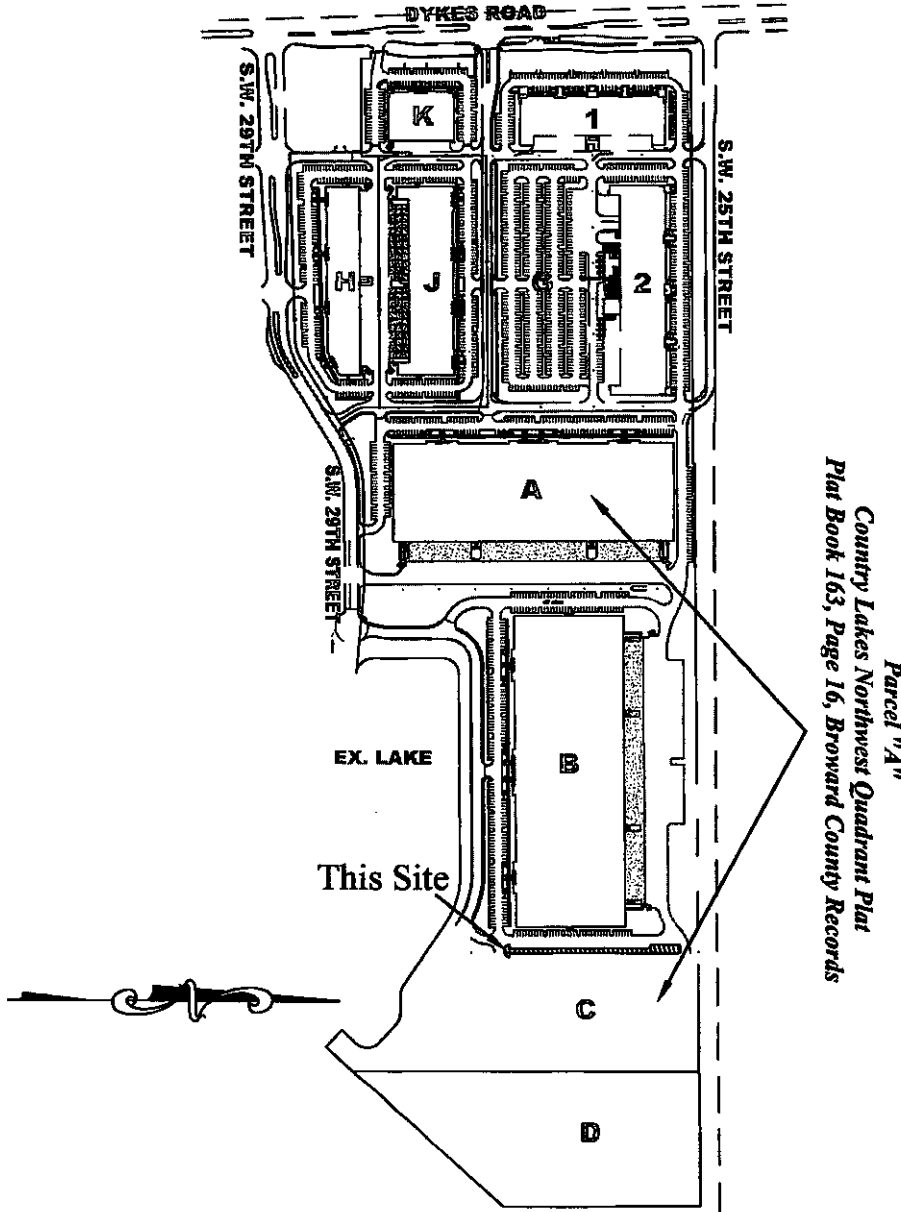
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- Sketch and Description -

Sheet 1 of 3

F



Dennis J. Gabriele 8-9-05

Dennis J. Gabriele
Professional Surveyor and Mapper No. LS5709
State of Florida

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Updates and Revisions	Date	By	QC

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Job No. 0412-010

Drawn By: MK

RETENTION AREA

"F"

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EXHIBIT F
PAGE 1 OF 3



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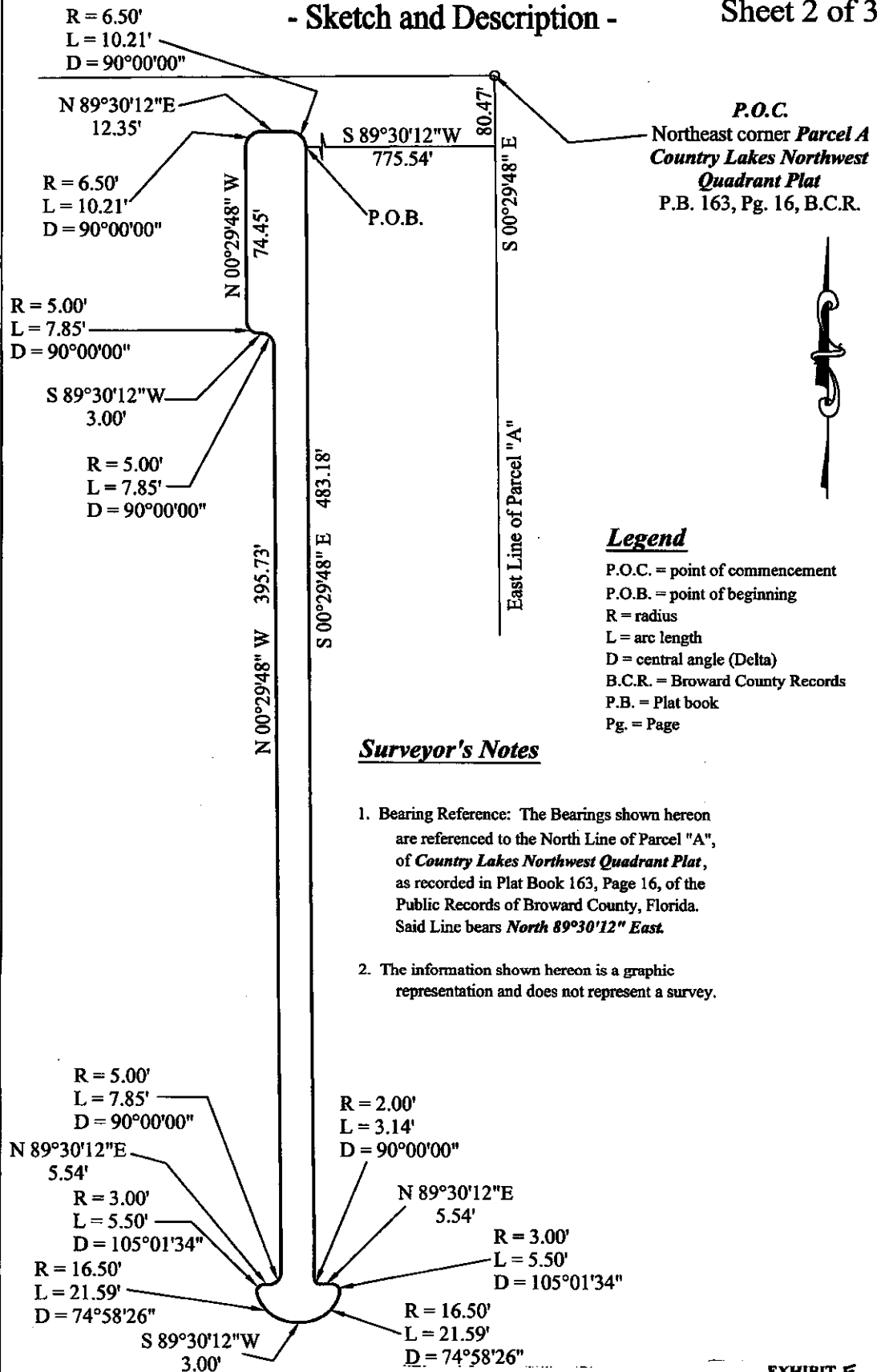
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LB # 7303

- Sketch and Description -

Sheet 2 of 3



P.O.C.
 Northeast corner *Parcel A*
Country Lakes Northwest
Quadrant Plat
 P.B. 163, Pg. 16, B.C.R.

Legend

- P.O.C. = point of commencement
- P.O.B. = point of beginning
- R = radius
- L = arc length
- D = central angle (Delta)
- B.C.R. = Broward County Records
- P.B. = Plat book
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Surveyor's Notes

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2. The information shown hereon is a graphic representation and does not represent a survey.



Patriot Surveying and Mapping, Inc.

3748 NW 124th Avenue Coral Springs, Florida 33065

Phone: (954) 509-0083

Fax: (954) 301-2623

LB # 7303

- Legal Description -

Sheet 3 of 3

A portion of *Parcel A, Country Lakes Northwest Quadrant Plat*, according to the plat thereof, as recorded in Plat Book 163, Page 16, of the Public Records of Broward County, Florida, being more particularly described as follows:

Commence at the Northeast corner of said Parcel A;

Thence, South 00°29'48" East, along the east line of said Parcel A, a distance of 80.47 feet;

Thence, South 89°30'12" West, a distance of 775.54 feet to the *Point of Beginning*;

Thence, South 00°29'48" East, a distance of 483.18 feet to the point of curvature of a circular curve concave to the East, having a radius of 2.00 feet and a central angle of 90°00'00";

Thence, Southerly along the arc of said curve, an arc distance of 3.14 feet;

Thence, North 89°30'12" East, a distance of 5.54 feet to the point of curvature of a circular curve concave to the West, having a radius of 3.00 feet and a central angle of 105°01'34";

Thence, Southerly along the arc of said curve, an arc distance of 5.50 feet to a point of compound curvature of a circular curve concave to the North, having a radius of 16.50 feet and a central angle of 74°58'26";

Thence, Westerly along the arc of said curve, an arc distance of 21.59 feet;

Thence, South 89°30'12" West, a distance of 3.00 feet to the point of curvature of a circular curve concave to the North, having a radius of 16.50 feet and a central angle of 74°58'26";

Thence, Westerly along the arc of said curve, an arc distance of 21.59 feet to a point of compound curvature of a circular curve concave to the East, having a radius of 3.00 feet and a central angle of 105°01'34";

Thence, Easterly along the arc of said curve, an arc distance of 5.50 feet;

Thence, North 89°30'12" East, a distance of 5.54 feet to the point of curvature of a circular curve concave to the West, having a radius of 5.00 feet and a central angle of 90°00'00";

Thence, Northerly along the arc of said curve, an arc distance of 7.85 feet;

Thence, North 00°29'48" West, a distance of 395.73 feet to the point of curvature of a circular curve concave to the West, having a radius of 5.00 feet and a central angle of 90°00'00";

Thence, Westerly along the arc of said curve, an arc distance of 7.85 feet;

Thence, South 89°30'12" West, a distance of 3.00 feet to the point of curvature of a circular curve concave to the East, having a radius of 5.00 feet and a central angle of 90°00'00";

Thence, Northerly along the arc of said curve, an arc distance of 7.85 feet;

Thence, North 00°29'48" West, a distance of 74.45 feet to the point of curvature of a circular curve concave to the East, having a radius of 6.50 feet and a central angle of 90°00'00";

Thence, Easterly along the arc of said curve, an arc distance of 10.21 feet;

Thence, North 89°30'12" East, a distance of 12.35 feet to the point of curvature of a circular curve concave to the West, having a radius of 6.50 feet and a central angle of 90°00'00";

Thence, Southerly along the arc of said curve, an arc distance of 10.21 feet to the *Point of Beginning*.

Said lands lying and being in the City of Miramar, Broward County, Florida, and containing 8,301 square feet (0.19 acres) more or less.