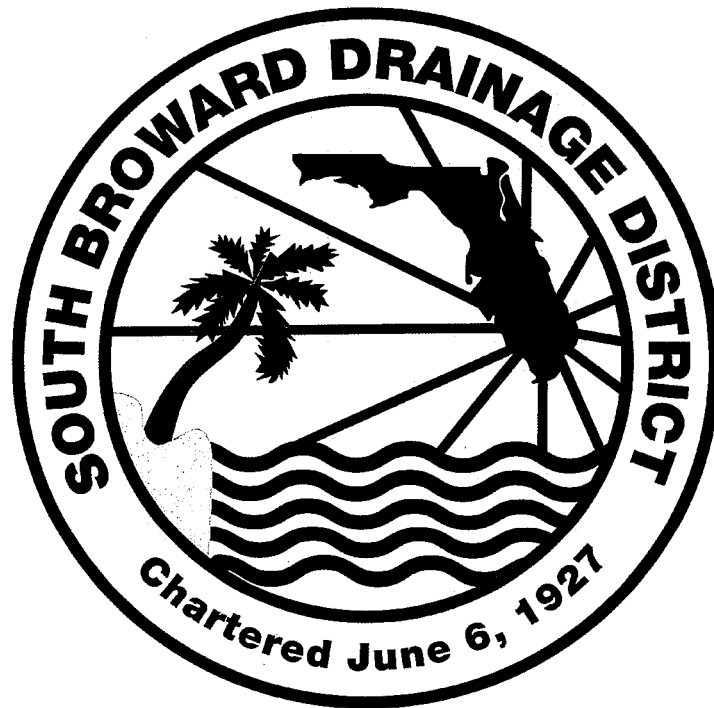


SOUTH BROWARD DRAINAGE DISTRICT

6591 S.W. 160th Avenue
Southwest Ranches, FL 33331

STORMWATER MANAGEMENT

REGULATIONS, STANDARDS, PROCEDURES
AND
DESIGN CRITERIA MANUAL



March 26, 2015

STORMWATER MANAGEMENT
REGULATIONS, STANDARDS, PROCEDURES
AND
DESIGN CRITERIA MANUAL

SOUTH BROWARD DRAINAGE DISTRICT
BROWARD COUNTY, FLORIDA

Latest Revision February 2015

Scott Hodges
Chairperson

James Ryan
Vice Chairperson

Vicki Minnaugh
Treasurer

Robert Goggin, IV
Secretary

Thomas Good
Commissioner

Alanna Mersinger
Commissioner

Mercedes Santana-Woodall
Commissioner

Kevin M. Hart, P.E., CFM
District Director

SOUTH BROWARD DRAINAGE DISTRICT
6591 S.W. 160th Avenue (Dykes Road)
Southwest Ranches, Florida 33331
(954) 680-3337 Office
(954) 680-3339 Fax
www.sbdd.org

TABLE OF CONTENTS

<u>CONTENTS</u>	<u>PAGE NO.</u>
CHAPTER 1	GENERAL INFORMATION
1.1	Purpose 1-1
1.2	Objectives 1-1
1.3	Authority 1-2
1.4	SBDD Board of Commissioners Meetings 1-2
1.5	Scope 1-3
1.6	Bailey Drainage District/Rolling Oaks Criteria 1-3
CHAPTER 2	DESIGN CRITERIA OVERVIEW
2.1	General 2-1
2.2	Definition and Terms 2-1
2.3	Maintenance and Indemnification Agreements 2-9
CHAPTER 3	DESIGN CRITERIA FOR DEVELOPMENT AND REDEVELOPMENT PROJECTS
3.1	Flood Criteria 3-1
3.1.1	Flood Criteria - Buildings 3-1
3.1.2	Flood Criteria - Roadways 2-1
3.2	Discharge Criteria 3-1
3.3	Water Quality 3-2
3.4	Soil Storage 3-4
3.5	Drainage of Adjacent Properties 3-4
3.6	Wellfields 3-4
3.7	Paving and Drainage 3-5
3.7.1	Roadway and Swale Grading 3-5
3.7.2	Single Family Lot Grading 3-5
3.7.3	Basin Storage Requirements and Surface Water Management Areas 3-6
3.7.4	Second Order Drainage System 3-6
3.7.5	Drainage Structures, Pollution Retardant Basins (PRBs) and Pollution Retardant Baffles (Baffles) .. 3-8
3.7.6	Exfiltration Systems 3-9
3.7.7	Headwalls 3-9
3.7.8	Guardrail 3-11
3.7.9	Utility Conflict Structures 3-11
3.7.10	Lake Interconnects 3-11
3.8	Lakes and Canals 3-12
3.8.1	Excavations 3-12
3.8.2	Crossings of Primary and Secondary Canals 3-12

3.8.2.1	Culvert Crossings	3-12
3.8.2.2	Bridge Crossings	3-13
3.8.2.3	Residential Driveway Canal Crossing.....	3-14
3.8.2.4	Utility Permits and Utility Crossings of District Water Bodies.....	3-14
3.8.3	Wetland Mitigation Areas.....	3-16
3.8.4	Fountains and Aerators	3-17
3.8.5	Sprinkler Intake Lines.....	3-18

CHAPTER 4 RIGHT-OF-WAY AND EASEMENTS, DEDICATIONS AND MAINTENANCE RESPONSIBILITIES

4.1	General.....	4-1
4.2	Rights-of-Way and Easements for Primary and Secondary Canals	4-2
4.3	Dedication of Rights-of-Ways and Easements	4-3
4.4	Drainage Easements for Culverts.....	4-4
4.5	Boat Ramps.....	4-4
4.6	Maintenance Responsibilities	4-4

CHAPTER 5 PERMIT APPLICATION SUBMITTAL, REVIEW AND APPROVAL PROCESS

5.1	General.....	5-1
5.2	Policy of the District in Issuing Permits	5-2
5.3	Permits and Permit Applications	5-2
5.3.1	Construction Permits	5-3
5.3.2	Emergency Permits.....	5-3
5.3.3	Early Work Permits	5-3
5.3.4	Temporary Permits	5-3
5.3.5	Surface Water Management Operation and Maintenance Permit	5-3
5.3.6	Transfer of Permits	5-3
5.3.7	Permit Extensions	5-4
5.3.8	Work Without Prior Approval	5-4
5.4	Permit Submittals and Approvals	5-4
5.4.1	Paving and Drainage Permit Submittals	5-5
5.4.2	Lake Excavation Permit Submittals.....	5-6
5.5	Additional Permit Submittal Requirements	5-7
5.5.1	Site Survey and Topography	5-7
5.5.2	Plan Details.....	5-7
5.6	E-Permitting.....	5-9
5.7	Bonds and Letters of Credit.....	5-10
5.7.1	Paving and Drainage – Bonds or Letters Of Credit	5-10
5.7.2	Lake Excavation – Bonds or Letters Of Credit	5-11

5.7.3	Cash Bonds	5-11
5.8	Plan Approval and Permit Issuance	5-12
5.9	Work Performed Without Permits/Injunctions	5-12
5.10	Inspections	5-13
5.11	As-builts and Engineer Certification	5-13
5.12	As-Built Plans	5-14
5.12.1	Paving and Drainage Systems	5-14
5.12.2	Lakes and Waterways	5-15
5.13	Construction Deficiencies	5-15
5.14	Final Acceptance and Release of Bonds Or letters of Credit	5-15
5.15	Surface Water Management Operation and Maintenance Permit	5-16

CHAPTER 6 5-YEAR RECERTIFICATION PROGRAM

6.1	General	6-1
6.2	O&M Permit Submittal	6-1
6.3	O&M Permitting Procedures	6-1
6.4	Engineer’s Site Inspections and Certification	6-2
6.5	Existing Landscaping Over Drainage Pipes	6-3
6.6	Payment of Fess	6-4

CHAPTER 7 PLATS

7.1	General	7-1
7.2	Application for Plat Approval	7-1
7.3	Lake, Easement and Right-of-Way Dedications	7-2
7.4	District Signature Block on Plats	7-3
7.5	Approval Procedure	7-4
7.5.1	Preliminary Review	7-4
7.5.2	SBDD Signature Approval	7-4
7.5.3	Review Prior to Plat Recordation	7-4
7.6	Easements for Drainage of Adjacent Property	7-5
7.7	Objections to Plat Review Comments	7-5
7.8	Additional Dedications and Restrictions	7-5
7.9	Plat Permit Expiration	7-6
7.10	Copy of the Recorded Plat	7-6

CHAPTER 8 LANDSCAPING

8.1	General	8-1
8.2	Landscaping in District Rights-of-Way	8-1
8.3	Landscaping in Easements or Rights in Reservations	8-2
8.4	Payments to District for Landscaping Removal	8-2
8.5	Approval by District to Place Landscaping	

	in Easements or Rights-of-Way	8-2
8.6	Removal of Landscaping by the District	8-3
CHAPTER 9	VARIANCES AND APPEALS	
9.1	General	9-1
9.2	Variance	9-2
9.3	Appeals	9-3
CHAPTER 10	PERMITTED USES WITHIN LAKES, CANALS, OTHER WATER BODIES AND EASEMENT AREAS	
10.1	General	10-1
10.2	Lakes and Water Bodies	10-1
10.3	Docks	10-3
10.4	Decks	10-4
10.5	Shoreline Protection.....	10-4
10.6	Fences	10-5
10.7	Sprinkler Intake Lines.....	10-5
10.8	Boat Storage Areas	10-6
10.9	Electrical Installations.....	10-6
10.10	Pavers/Patios.....	10-7
10.11	Landscaping	10-7
CHAPTER 11	RESIDENTIAL PERMITS	
11.1	General	11-1
11.2	Residential Permit Submittals.....	11-1
11.3	Residential Permit Procedures	11-2
CHAPTER 12	LEVEL OF SERVICE REQUIREMENTS FOR PROPERTIES LOCATED IN THE TOWN OF SOUTHWEST RANCHES	
12.1	General	12-1
12.2	Required Level of Service	12-1
12.3	Application Form and Procedure	12-2
12.4	Recording Fees.....	12-2
CHAPTER 13	FEEES	
13.1	General	13-1
13.2	Permit Fees - Schedule 1.....	13-2
13.3	Permit Fees – Schedule 2.....	13-3

EXHIBITS

General

- Exhibit 1 District Boundary Map and Major Facilities
- Exhibit 2 District Drainage Basins Map
- Exhibit 3 Summary of SBDD Basin Characteristics

SBDD Permit Applications

- Exhibit 4 SBDD Development/Redevelopment Permit Application
- Exhibit 5 SBDD Utility Permit Application
- Exhibit 6 SBDD 5-Year Operations and Maintenance Permit Application
- Exhibit 7 SBDD Variance Application
- Exhibit 8 SBDD Residential Permit Application

Checklists

- Exhibit 9 Checklist - Paving & Drainage Permit Applications
- Exhibit 10 Checklist - As-Built Submittals
- Exhibit 11 Checklist - Residential Permit Applications
- Exhibit 12 Checklist – Level of Service (LOS)/Surface Water Management Area (SWMA) Applications

Flow Charts

- Exhibit 13 Flow Chart for Development/Redevelopment Permitting Process
- Exhibit 14 Flow Chart for Residential Permitting Process
- Exhibit 15 Flow Chart for 5-Year Drainage Recertification Process

SBDD Standard Details

- Exhibit 16 SBDD Standard Detail Sheet
- Exhibit 17 General Notes
- Exhibit 18 Typical Lake Cross Section and Lake Maintenance Easement
- Exhibit 19 Typical Design Section for Primary Canals and Canal Maintenance Easements
- Exhibit 20 Typical Design Section for Secondary Canals and Canal Maintenance Easements
- Exhibit 21 Lake Outfall Detail With Headwall
- Exhibit 22 Lake Outfall Detail Without Headwall
- Exhibit 23 Precast Drainage Structure Detail
- Exhibit 24 Typical Pipe Trench and Bedding Detail
- Exhibit 25 Lake and Canal Interconnect Trench and Bedding Detail
- Exhibit 26 Fabric Form Revetment Detail
- Exhibit 27 Exfiltration Trench Detail
- Exhibit 28 Pollution Retardant Baffle Detail
- Exhibit 29 Concrete Jacket Detail
- Exhibit 30 Boat Ramp Detail
- Exhibit 31 Typical Landscape Detail

- Exhibit 32 Fish Guard Detail
- Exhibit 33 Typical Design Section with Muck Divider for Lakes/Water Bodies Adjacent to Mitigation Areas and Behind Residential Lots
- Exhibit 34 Typical Design Section with Stabilized Divider for Lakes/Water Bodies Adjacent to Mitigation Areas and Behind Residential Lots
- Exhibit 35 Bridge Crossing Detail
- Exhibit 36 Overhead Utility Crossing Detail
- Exhibit 37 Utility Crossing Detail - Aerial and Subaqueous
- Exhibit 38 Typical Residential Culvert Crossing Detail
- Exhibit 39 As-Built Lake Section Detail
- Exhibit 40 Revetment Basin Detail

Miscellaneous

- Exhibit 41 Florida Department of Transportation Zone 10 – 3 Day Rainfall Data
- Exhibit 42 Irrevocable Letter of Credit
- Exhibit 43 Private Aquatic Plant Management Applicators Form
- Exhibit 44 Bailey Drainage District Ordinance N^o. 80-3

APPENDICIES

- Appendix A SBDD Standard Maintenance & Indemnification Agreement Forms
- Appendix B SBDD Standard Easement Forms
- Appendix C SBDD Basin Characteristics for Individual Drainage Basins
- Appendix D 5-Year Drainage Recertification Forms and Guidelines
- Appendix E SBDD Standard Indemnification and Hold Harmless Agreement for Residential Properties
- Appendix F Surface Water Management Area (SWMA) Designation & Declaration of Restrictive Covenants

Chapter 1

GENERAL INFORMATION

1.1 PURPOSE

The purpose of this manual is to promote the general welfare, health, safety, comfort, convenience and economic well-being of the residents and property owners within the South Broward Drainage District (SBDD) by minimizing flooding, improving water quality, and ensuring proper stormwater management.

The stormwater management regulations, standards, procedures and design criteria have been developed to provide a set of guidelines and regulations for the design and implementation of stormwater management improvements within the District's boundaries. Information is also provided on Easement and Right-of-Way Dedications; Maintenance Responsibilities; Permitting; 5-Year Recertification Program; Plats; Landscaping; Variances and Appeals; Permitted Uses Within Water Bodies and Easement Areas; Residential Permits; Level of Service Requirements; Fees; and SBDD Standard Details.

Furthermore, it is the intent of these standards, regulations and guidelines to allow for the planning, development and/or redevelopment of sound, economically stable communities and the creation of healthy living environments.

1.2 OBJECTIVES

The Board of Commissioners of SBDD has adopted these minimum standards, guidelines, procedures and criteria for all drainage works, projects and properties within the boundaries of the District. These permitting requirements shall be applied to the degree that is determined necessary to satisfy the intent and scope of these criteria and to provide proper and satisfactory water quality, flood protection, water conservation and stormwater management. The District may also rely upon the information and criteria contained within the SBDD Facilities Report and Water Control Plan for the implementation of these criteria.

It is the intent of the criteria presented in this manual to provide information required in a permit application for approval of drainage and stormwater management systems within the District and for residential permitting within the District. The criteria presented herein is intended to supplement the established rules and regulations of the Florida Department of Environmental Protection (FDEP) and South Florida Water Management District (SFWMD) as contained in the latest edition of the Environmental Resource Permit Applicant's Handbook. The District wishes to ensure that the applicant's drainage system and surface water management system will not be harmful to the water resources and overall drainage of the District and is consistent with the public interest.

1.3 AUTHORITY

These regulations and criteria have been prepared under the authority of SBDD as provided by act of the State Legislature describing the District's boundaries and authority in 1998. The applicant is directed to Chapter 98-524, Laws of Florida, which is a codification of Chapter 67-904, Laws of Florida and all amendments thereto.

1.4 SBDD BOARD OF COMMISSIONERS MEETINGS

The District's Board of Commissioners meets once a month on the last Thursday of the month, unless otherwise advertised. All regular Board meetings begin at 8:00 A.M., unless otherwise advertised. All Board meetings are open to the public and anyone wishing to speak will have an opportunity to speak in accordance with state statutes and SBDD Resolution No. 2013-08. All meeting agendas and back-up information will be posted on the District's web page at www.sbdd.org prior to the meeting. The closing date for the Board meeting agenda shall be ten (10) days prior to the date of the Board meeting. Anyone desiring additional information may contact the District Director at (954) 680-3337.

All questions regarding District Criteria and plan approval shall be directed to the District Director. If necessary, The District Director shall arrange a meeting with the District Engineer, District Attorney, or other parties, as appropriate.

1.5 SCOPE

The provisions of these regulations will apply to all properties and developments within the boundaries of the SBDD as shown on Exhibit 1, District Boundary and Major Facilities. The District shall review all proposed drainage and surface water management works as defined to include any work which could affect or modify the natural flow or level of water whether surface or subterranean in origin and including, but not limited to, canals, lakes, dams, levees, culverts, pipes, bridges, reservoirs, structures, stormwater pumping stations, embankments, excavation, filling, grading, roadways, parking areas, internal drainage systems, swales, landscape areas, dikes, retention systems, detention systems, flood plains and other related drainage or water management works.

1.6 BAILEY DRAINAGE DISTRICT/ROLLING OAKS CRITERIA

The affected area for this section consists of all land located within Sections 30 and 31, Township 50 South, Range 40 East, lying south of the SFWMD's South New River Canal and Section 6, Township 51 South, Range 40 East, said property being bordered on the north by Griffin Road, the east by S.W. 172nd Avenue, the south by Sheridan Street and on the west by S.W. 184th Avenue.

All plats, plans and other approvals affecting property within the affected area shall be subject to the rules and regulations stated in Bailey Drainage District Ordinance N^o. 80-3 (see Exhibit 44). All provisions of Ordinance N^o. 80-3 shall remain in effect unless otherwise revised by SBDD by separate resolution.

All provisions of the SBDD Criteria Manual which are not in conflict with the provisions of Bailey Drainage District Ordinance N^o. 80-3 shall be applicable to any and all property located within the affected area. In the event of a conflict between the provisions of Ordinance N^o. 80-3 and SBDD Criteria Manual, the provisions of Ordinance N^o. 80-3 shall control.

Chapter 2

DESIGN CRITERIA OVERVIEW

2.1 GENERAL

The following criteria shall be utilized by the District Engineer, in the review and approval of development or redevelopment plans by the South Broward Drainage District (SBDD). The District Engineer shall review those aspects of the proposed water management system that affect areas both inside and outside the District's boundaries. The criteria set forth herein is "minimum criteria" and more stringent criteria may be required as determined by the District Engineer.

The District is divided into thirteen (13) separate drainage basins as outlined in Exhibit 2, District Drainage Basins Map, and further defined in the District's Facilities Report and Water Control Plan. For further information and guidance concerning the basins of the District, the applicant is directed to the latest edition of the District's Facilities Report and Water Control Plan. The applicant is cautioned that the District's Facilities Report and Water Control Plan is for guidance only and should not be relied upon as the sole source for locations of existing or proposed water management facilities.

2.2 DEFINITIONS AND TERMS

The following definitions and terms shall apply to the design criteria and regulations contained within this Criteria Manual. Certain definitions and terms have been taken in whole or in part from the State's Environmental Resource Permit Applicant's Handbook and have been so noted by an asterisk (*):

- **“Activity” or “Activities,”** means construction, alteration, operation, maintenance, abandonment, or removal of any stormwater management system, including dredging or filling, as those terms are defined by the state, and appurtenant works.*
- **“Alter”** means to modify or otherwise change the land or water management features from its original condition, including changes which may increase or diminish the flow or storage of surface water. Routine maintenance and repairs shall not constitute alterations. *
- **“Aquifer”** shall mean a geologic formation, group of formations, or part of a formation capable of yielding a significant amount of ground water to wells, springs or surface water.

- **“Aquatic Plant”** means a plant, including the roots, which typically floats on water or requires water for its entire structural support, or which will desiccate outside of water. *
- **“As-Built Drawings”** means plans certified by a registered professional that accurately represent the constructed or “as-built” condition of a project, including the identification of any substantial deviations from the approved plans. *
- **“Berm”** means an earthen or artificial barrier raised above the surrounding ground elevations to obstruct or impound, or which does obstruct or impound the flow of surface waters from one property to another.*
- **“Bleeder Notch”** means a small opening in a weir or control structure that allows the gradual release of water down to the control water elevation.
- **“Borrow Pit”** means a location where the soil or other natural deposits on or in the earth are removed from their location so as to make them suitable for use to build up land, and in doing so creates a lake or water body.*
- **“Canal”** means a man-made trench, the bottom of which is normally covered by water, with the upper edges of its two sides normally above water. For purposes of this Criteria Manual a canal shall meet the dimensional requirements shown in Exhibits 19 and 20.*
- **“Canopy”** means the plant stratum composed of all woody plants and palms with a trunk four inches or greater in diameter at breast height, except vines.*
- **“Channel”** means a trench, the bottom of which is normally covered entirely by water, with the upper edges of one or both of its sides normally below water.*
- **“Completion of Construction”** means the time when all components of the project are installed and fully functional or when the infrastructure can be used for its intended purpose, whichever occurs first. For a phased system, “completion of construction” means the time when all components for a phase of the project are installed and fully functional, or when the infrastructure for a phase can be used for its intended purpose, whichever occurs first.*
- **“Conflict Structure”** means a drainage structure designed and constructed to allow a utility pipe to extend through the structure while still maintaining the integrity and flow characteristics of the drainage system.
- **“Construction”** means the creation, alteration, or abandonment of any project, including but not limited to removal or placement of fill, land clearing, grading, earthwork, or the placement or removal of structures. Cutting of trees or removal of vegetation is not considered land clearing, except where it involves stump removal, root raking, or grubbing.*
- **“Control Structure”** means a drainage structure designed and constructed to allow a

controlled rate of discharge through the structure, usually associated with water quality provisions. Control structures will often utilize a weir or baffle to limit the discharge rate.

- **“Control Water Elevation (CWE)” or “Basin Control Elevation”** means the water elevation that SBDD maintains within its individual drainage basins and is the basis for water quality/stormwater attenuation calculations.
- **“Datum”** means a common reference point for vertical elevations, usually in reference to mean sea level. SBDD will reference either the National Geodetic Vertical Datum of 1929 (NGVD 29) or the North American Vertical Datum of 1988 (NAVD 88).
- **“Detention”** means a system designed to store and retain stormwater with controlled discharge to a lake or receiving body of water.
- **“Direct Discharge”** means a discharge without prior opportunity for mixing and dilution sufficient to prevent a lowering of the existing ambient water quality.*
- **“Direct Hydrologic Connection”** means a surface water connection which occurs on an average of 30 or more consecutive days per year. In the absence of reliable hydrologic records, a continuum of naturally occurring wetlands may be used to establish a direct hydrologic connection.*
- **“Discharge”** means the flow of water into or out of a water body. Discharge can occur overland through swales or through drainage culverts.*
- **“District”** means the South Broward Drainage District (SBDD).
- **“Drainage Basin”** means a subdivision of a watershed.*
- **“Drainage Ditch” or “Irrigation Ditch”** means a man-made trench that is dug for the purpose of draining water from the land or for transporting water for use on the land and that is not built for navigational purposes.*
- **“Drainage Structure”** means a manufactured or pre-fabricated box or basin that is typically installed below the surface and is an integral part of most drainage systems. Drainage structures can be square or circular in shape and are typically made of reinforced concrete. However, drainage structures can also be made of fiberglass, PVC, high density polyethylene (HDPE), or other suitable materials. The following terms are examples of drainage structures: catch basin, drainage inlet, curb inlet, drainage manhole, control structure, bubble-up structure, conflict structure, outfall structure, yard drain, pollution retardant basin, and junction box.
- **“Dredging”** means excavation, by any means, in surface waters or wetlands, as delineated in Section 373.421(1), F.S. Dredging also means the excavation, or creation, of a water body.*

- **“Dry Detention/Retention Area”** means a low lying area or swale designed to store and attenuate storm water runoff. The bottom elevation of a Dry Detention/Retention Area must be a minimum of one-foot (1’) above the control water elevation. These areas are typically designed to provide water quality and flood protection for nonresidential properties.
- **“Estuary”** means a semi-enclosed, naturally existing coastal body of water which has a free connection with the open sea and within which seawater is measurably diluted with fresh water derived from riverine systems. [Section 373.403(15), F.S.] *
- **“Excavation”** means the removal of earthen material by mechanical or other means which results in an opening, hole, trench, pit, lake, canal, swale, or other depression below the existing ground surface.
- **“Exfiltration Trench”** means an underground drainage system that has the capacity to store and exfiltrate stormwater runoff into the ground water. An exfiltration trench is comprised of a perforated drainage pipe surrounded by ¾” washed rock (57 stone) or ballast rock which is protected from the surrounding soils by a geotextile material (filter fabric). The invert of the perforated drainage pipe must be set at or above the control water elevation in order for an exfiltration trench to qualify as a “dry pretreatment” system. An exfiltration trench is also known as a french drain and drainfield.
- **“Filling”** means the placement or deposition of materials by any means on the ground surface or in water bodies for the purpose of raising the existing grade.
- **“Fish Guard”** means a drainage feature that is placed over the end of drainage pipe, usually attached to a headwall at the edge of a lake or canal, with the express purpose of preventing fish or other aquatic wildlife from passing through the pipe, but still allowing for the flow of water. Fish guards are typically used to protect wetland plants from grass eating carp. Refer to Exhibit 32 for SBDD’s Fish Guard Detail.
- **“Floodplain”** means land area subject to inundation by flood waters from a river, watercourse, or lake. Floodplains are delineated according to their estimated frequency of flooding. *
- **“Grading”** means the movement, shaping, alteration, raising or lowering of the ground or earthen material such that the elevation or contouring of the ground is changed in any way. Grading can be performed using mechanical equipment or by using hand tools.
- **“Groundwater”** means water beneath the surface of the ground, whether or not flowing through known and definite channels [Section 373.019(9), F.S.]*
- **“Headwall”** means a drainage feature that is installed at the end of drainage pipe at the edge of the water or on the side slope of a swale. Most headwalls are either prefabricated with reinforced concrete or constructed in the field with rip-rap. Drainage features which are similar to a headwall include an end wall and mitered end section.

- **“Impervious”** means land surfaces that do not allow, or minimally allow, the penetration of water, including semi-impervious areas, but excluding wetlands or other surface waters. For other purposes, “impervious” means all artificial surfaces that are not pervious. Included as examples are building roofs and normal concrete and asphalt pavements.*
- **“Impoundment”** means any lake, reservoir, pond, or other containment of surface water occupying a bed or depression in the earth’s surface and having a discernible shoreline.*
- **“Inverted Debris Baffle”** means a pollution retardant baffle with the opening of the baffle placed above the top of the pipe, as opposed to below the bottom of the pipe. Inverted debris baffles are used as weirs to regulate and limit the volume of discharge flowing through the drainage system.
- **“Lake”** means a body of water, either natural or artificial, with an average width of 100 feet and a minimum depth of 10 feet. An artificial lake refers to a body of water totally excavated from uplands. See Exhibit 18 for SBDD’s dimensional requirements for a lake.*
- **“Lake Inter-Connect”** means a direct hydraulic connection between two lakes; typically a drainage pipe 48” in diameter or larger.
- **“Lake Maintenance Easement”** means an upland area adjacent to a lake, which can be accessed by SBDD personnel to facilitate the maintenance of the lake. See Exhibit 18 for the dimensional requirements for a SBDD Lake Maintenance Easement.*
- **“Lake Slope or Canal Slope”** means the angled edge along the perimeter of a lake or canal. Refer to Exhibit 18, Typical Lake Cross Section and Lake Maintenance Easement; Exhibit 19, Typical Design Section for Primary Canals and Canal Maintenance Easement; and Exhibit 20, Typical Design Section for Secondary Canals and Canal Maintenance Easement..
- **“Level of Service”** means the quality and degree of drainage service that is required and provided by SBDD. SBDD’s adopted Level of Service requires that roads and parking lots are protected against a 10-year, 3-day storm event and building finished floors are protected against a 100-year, 3-day storm event,
- **“Mitigation”** means an action or series of actions to offset the adverse impacts to naturally existing wetland areas as defined by the state. Mitigation usually consists of restoration, enhancement, creation, preservation, or a combination thereof.*
- **“Mitigation Area”** means a wetland area created, restored, preserved or enhanced to offset the adverse impacts to naturally existing wetland areas.*
- **“Natural Systems”** means an ecological system supporting aquatic and wetland-dependent natural resources, including fish and aquatic and wetland-dependent wildlife habitat.*

- **“Obstruction”** means any fill, structure, work, appurtenant work, or system placed in waters, a floodway, or a District facility which may impede the flow of water or otherwise result in increased water surface elevations.*
- **“Operate” or “Operation”** means to cause or to allow a project, or a completed independent phase thereof, to function.*
- **“Pervious”** means land surfaces that allow the penetration and infiltration of water into the subsurface and groundwater such as grass, sod and other landscape areas.
- **“Pollution Retardant Basin (PRB)”** means a drainage structure that is specifically designed and constructed to limit the flow of pollutants from a drainage system into a receiving body of water. The purpose of a PRB is to prevent pollutants such as floating debris, oils and petroleum products from discharging into a lake or water body; and PRBs are required on all outfalls prior to the connection into a lake or water body.
- **“Pollution Retardant Baffle”** means a drainage feature that controls the flow of water through a drainage structure in order to provide water quality and limit the discharge of pollutants, trash and other debris into a lake or water body. Typically, a Pollution Retardant Baffle is comprised of a half round, aluminum pipe attached to the side wall of a drainage structure with an opening located below the pipe invert, and sealed water tight on the sides and top. Baffles are commonly installed in PRBs and other drainage structures for water quality and maintenance purposes. Pollution Retardant Baffles are also known as Debris Baffles or Baffles.
- **“Primary Canal”** means a canal located with SBDD’s jurisdictional boundary that is used for the conveyance of stormwater from an entire basin. The District’s primary canals typically extend in a north-south direction and are located adjacent to major, arterial roadways. The locations of all SBDD primary canals are shown in the District’s Facilities Report and Water Control Plan and the minimum design criteria for primary canals is shown on Exhibit 19, Typical Design Section for Primary Canals and Canal Maintenance Easement.
- **“Project Area”** means the area where works occur as part of an activity requiring a permit.*
- **“Registered Professional”** means a professional registered or licensed by and in the State of Florida and practicing under Chapter 471, 472, 481, or 492, F.S.*
- **“Reservoir”** means any artificial or natural holding area that contains or will contain the water impounded by a dam. [Section 373.403(4), F.S.]*
- **“Restoration”** means converting back to a historic condition those wetlands, surface waters, or uplands that currently exist as a land form that differs from the historic condition.*
- **“Retention”** means a system designed to store and retain stormwater with no discharge to a lake or receiving body of water, or providing complete on-site storage. Examples are systems such as excavated or natural depression storage areas, swales, or exfiltration trenches.*

- **“Rip-rap”** means a sloping retaining structure or stabilization made to reduce the force of waves and to protect the shore from erosion, and consists of unconsolidated boulders, rocks, or clean concrete rubble with no exposed reinforcing rods or similar protrusions.*
- **“Seawall”** means a man-made wall or encroachment, except riprap, which is made to break the force of waves and to protect the shore from erosion. [Section 373.403(17), F.S.] *
- **“Secondary Canal”** means a canal located within SBDD’s jurisdictional boundary that is used for the conveyance of stormwater from a specific project or sub-basin. The locations of the District’s secondary canals are shown in the District’s Facilities Report and Water Control Plan and the minimum design criteria for secondary canals is shown on Exhibit 20, typical Design Section for Secondary Canals and Canal Maintenance Easement.
- **“Second Order Drainage System”** means a drainage system that is independent and separate from the District’s primary drainage facilities. Examples of a Second Order Drainage System include drainage systems for parking lots, residential neighborhoods, and local streets and roadways; and are also referred to as “Tertiary” Drainage Systems. These systems are typically maintained by a municipal Public Works Department or Property/Homeowners Association and may have connections to the District’s Primary Drainage System.
- **“Semi-impervious”** means land surfaces that partially restrict the penetration of water; such as porous concrete and asphalt pavements, gravel, limerock, and certain compacted soils.*
- **“Soil Storage”** means the capacity of underlying soils to store and permeate storm water runoff. Soil Storage capacities and computations shall be in accordance with the Environmental Resource Permit Applicant’s Handbook and SFWMD criteria.
- **“State Water Quality Standards” or “Water Quality Standards”** means water quality standards adopted pursuant to Chapter 403, F.S. [Section 373.403(11), F.S.], including standards composed of designated most beneficial uses (classification of waters), the numerical and narrative criteria applied to the specific water use or classification, the Florida anti-degradation policy (Rules 62-4.242 and 62-302.300, F.A.C.), and the moderating provisions contained in Chapters 62-4, 62-302, 62-520, and 62-550, F.A.C.*
- **“Stormwater”** means the flow of water that results from, and that occurs immediately following, a rainfall event.*
- **“Stormwater Management System”** means a surface water management system that is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use, or reuse water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system.*

- **“Stormwater Harvesting”** means capturing stormwater for irrigation or other beneficial use.*
- **“Stormwater Pollution Prevention Plan (SWPPP)”** means an engineering plan and details that are prepared to address and limit the potential for pollution, erosion, turbidity, siltation, sediment transport, scouring and other detrimental impacts associated with stormwater runoff that occurs over and through a construction site. SWPPPs are also referred to as Erosion Control Plans and must meet the provisions of the federal and state National Pollutant Discharge Elimination System (NPDES) permit program.
- **“Surface Water”** means water upon the surface of the earth, whether contained in bounds created naturally or artificially or diffused.*
- **“Swale”** means a man-made trench that:
 - (a) Has a top width-to-depth ratio of the cross-section equal to or greater than 6:1, or side slopes equal to or greater than three feet horizontal to one foot vertical;
 - (b) Contains contiguous areas of standing or flowing water only following a rainfall event;
 - (c) Is planted with or has stabilized vegetation suitable for soil stabilization, stormwater treatment, and nutrient uptake; and
 - (d) Is designed to take into account the soil erodibility, soil percolation, slope, slope length, and drainage area so as to prevent erosion and reduce pollutant concentration of any discharge.*
- **“Surface Water Management System”** has the same meaning as a “stormwater management system”.*
- **“Tail Water Elevation”** means the elevation of the of the receiving body of water at the final discharge point of the stormwater management system*
- **“Turbidity”** means a cloudy condition in water due to the presence of suspended silt or organic matter.
- **“Uplands”** means those areas that are not wetlands or other surface waters, as defined by the state.
- **“Water”** means any and all water on or beneath the surface of the ground or in the atmosphere, including natural or artificial watercourses, lakes, ponds, or diffused surface water and water percolating, standing, or flowing beneath the surface of the ground, as well as all coastal waters within the jurisdiction of the state.*
- **“Waters of the State”** shall be as defined in Section 403.031(13), F.S.*
- **“Watershed”** means the land area that contributes to the flow of water into a receiving body of water.*

- **“Water Quality”** means the chemical, physical and biological content of water. The water quality of SBDD’s water bodies are affected by many factors including temperature, rainfall, urban stormwater runoff, agricultural runoff, increased impervious areas, erosion from construction sites, leachate from septic tanks and landfills, industrial activities and illegal/unregulated discharges into water bodies. All new development and redevelopment projects are required to meet minimum standards for water quality as part of their stormwater management plans.
- **“Weir”** means a drainage feature designed and constructed to limit and regulate the rate of discharge from a property’s stormwater management system into a receiving body of water. Weirs are commonly placed within control structures and may include the following types of features; concrete weir; aluminum plate; inverted baffle; earthen weir; or rip-rap weir.
- **“Wellfield”** means the area in which one or more raw water wells are located for the purpose of withdrawing raw water from the underlying aquifers and supplying potable water to the public. Wellfields are typically operated by public utilities and the locations of all wellfields within Broward County can be obtained from the Broward County Environmental Protection and Growth Management Department.
- **“Wet Detention”** means the collection and temporary storage of stormwater in a permanently wet impoundment in such a manner as to provide for treatment through physical, chemical, and biological processes with subsequent gradual release of the stormwater.*
- **“Wetlands”** means those areas that are inundated or saturated by surface water or ground water at a frequency and a duration sufficient to support, and under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soils. Soils present in wetlands generally are classified as hydric or alluvial, or possess characteristics that are associated with reducing soil conditions. The prevalent vegetation in wetlands generally consists of facultative or obligate hydrophytic macrophytes that are typically adapted to areas having soil conditions described above. These species, due to morphological, physiological, or reproductive adaptations, have the ability to grow, reproduce or persist in aquatic environments or anaerobic soil conditions. Florida wetlands generally include swamps, marshes, bayheads, bogs, cypress domes and strands, sloughs, wet prairies, riverine swamps and marshes, hydric seepage slopes, tidal marshes, mangrove swamps and other similar areas. Florida wetlands generally do not include longleaf or slash pine flatwoods with an understory dominated by saw palmetto. [Section 373.019(27), F.S.] The landward extent of wetlands is delineated pursuant to Rules 62-340.100 through 62-340.550, F.A.C., as ratified by Section 373.4211, F.S.*

2.3 MAINTENANCE AND INDEMNIFICATION AGREEMENTS

Property owners of all development and redevelopment projects shall be required to enter into a Maintenance and Indemnification Agreement with the District prior to final acceptance of the project

by SBDD. The District has prepared four (4) standard Maintenance and Indemnification Agreements as follows:

- On-site drainage only
- On-site and off-site drainage
- On-site drainage only with mitigation
- On-site and off-site drainage with mitigation

A copy of each agreement is included in Appendix A of this criteria manual. Any substantive deviations to these agreements will require approval by the SBDD Board of Commissioners.

The applicant shall be responsible for all legal expenses and costs, including recording costs, associated with the Maintenance and Indemnification Agreement. The applicant or property owner may be required to post in escrow an amount to be determined by the District which will be applied toward payment of these expenses. If the amount held in escrow is insufficient to pay all fees incurred, the applicant or property owner will be responsible for the difference; and any unused portion of the escrow amount will be returned.

Chapter 3

DESIGN CRITERIA FOR DEVELOPMENT AND REDEVELOPMENT PROJECTS

3.1 FLOOD CRITERIA

3.1.1 FLOOD CRITERIA - BUILDINGS

The first floor elevations of all structures within the District shall be set such that the structure is protected from a 100-year, 3-day storm event, as indicated in the District's Facilities Report and Water Control Plan for a specific basin (Refer to Exhibit 3 for SBDD Basin Characteristics). This criteria is in addition to any other criterion established by local, county, state or federal agencies/codes/maps. The applicant should be aware that this is a minimum criteria and may be increased by the Engineer of Record, as applicable.

3.1.2 FLOOD CRITERIA - ROADWAYS

All projects within the District shall meet the minimum roadway crown elevation, whether inverted crown or standard crown, as indicated in the District's Facilities Report and Water Control Plan for a specific basin (Refer to Exhibit 3 for SBDD Basin Characteristics). The roadway crown elevations that are indicated in the District's Facilities Report and Water Control Plan are based on the hydraulic modeling of a 10-year, 3-day storm event. These elevations are minimum roadway crown elevations and may be exceeded if desired. When an inverted crown section is used, the lowest inlet grate elevation shall be set at or above the 10-year, 3-day storm event stage. For parking lots, the inlet grates shall be set at or above the 10-year 3-day storm event stage.

3.2 DISCHARGE CRITERIA

For properties located within a District drainage basin with a SFWMD basin permit, the allowable discharge into the SFWMD receiving waters is controlled by SBDD through a stormwater pump station or control structure. In these basins, properties must provide a minimum surface water management area (basin storage) as specified in the latest edition of the District's Facilities Report

and Water Control Plan, and must meet SFWMD criteria for dry, pre-treatment retention/detention, as applicable. A positive outfall connection to a District facility is recommended with no limitations on the discharge rate.

When a project discharges into a primary canal of the District or other District facility which is not controlled by a pump station or other discharge control structure, the allowable discharge shall be based on $\frac{3}{4}$ inch of runoff per day per acre for areas within the SFWMD C-9 basin and $1 \frac{1}{4}$ inches of runoff per day per acre for areas within the SFWMD C-11 basin. When computing the allowable discharge, the applicant shall include discharge from adjacent properties that may flow through the applicant's property in order to reach a District facility. All discharge into a receiving water body shall be regulated through a control structure.

The District may also require an applicant to provide or make provisions for lake or drainage system interconnects between adjoining properties so that equalization of stormwater runoff may occur throughout a basin, or to provide an adjacent property with a connection for stormwater discharge (outfall connection).

3.3 WATER QUALITY

It shall be the policy of the District to assure that discharges of water are, at a minimum, of such quality as to not degrade the quality of the receiving water body, and will meet the standards of the Environmental Protection Agency (EPA), Florida Department of Environmental Protection (FDEP), South Florida Water Management District (SFWMD) and Broward County Environmental Protection and Growth Management Department (BCEPGMD) for the receiving water body, whichever is higher. The applicant shall exercise extreme care to minimize the degradation of water quality, and all necessary provisions shall be taken to ensure compliance with the water quality standards of the State of Florida. The applicant is referred to Chapter 62-302, Florida Administrative Code, for the state's Surface Water Quality Standards, including South Florida.

All new development and redevelopment projects shall be required to meet the minimum requirements of SFWMD for stormwater quality. All commercial and industrial properties shall

provide dry, pretreatment water quality equivalent to ½” over the total project area. In addition, roadway projects and development/re-development projects with over 60% impervious area shall be required to provide ½” dry, pretreatment water quality equivalent to ½” over the total project area.

If, in the future, EPA, FDEP, SFWMD or BCEPGMD (hereinafter collectively referred to as Water Quality Agencies) impose new water quality standards for South Florida and SBDD’s jurisdictional boundaries, including, but not limited to, numeric nutrient criteria (NNC), all properties within SBDD shall be required to comply with said criteria. In addition, if any Water Quality Agency designates a water body within SBDD as an “impaired” water body and imposes Total Maximum Daily Loads (TMDLs) on that water body, then any property that is connected to or discharges into the impaired water body shall be required to implement Best Management Practices (BMPs) for stormwater management and additional structural improvements for stormwater management as required to meet the TMDLs as established by the Water Quality Agency. These water quality requirements shall apply even if they exceed previously approved and permitted water quality requirements for the property.

Furthermore, if, in the future, any Water Quality Agency requires structures for the testing, monitoring or control of water quality, the permittee/applicant/property owner or successors shall be required by the SBDD to install the required works at the permittee's/applicant's/property owner's or successors expense. Water quality data for any water discharging from the permittee's/applicant's/property owner's property shall be submitted to the District as required. Parameters that may be required by the District include, but are not limited to, nitrates (as "N"), nitrites (as "N"), total kjeldahl nitrogen (as "N") ammonia (as "N"), total phosphorus (as "P"), ortho-phosphorus (as "P"), total dissolved solids, total suspended solids and 5-day, 20-degree Centigrade BOD.

A Stormwater Pollution Prevention Plan (SWPPP) shall be required for all development or redevelopment projects to address stormwater runoff and erosion protection during all construction activities in accordance with the criteria of the Florida Department of Environmental Protection. Adequate silt containment procedures and equipment, including but not limited to, silt screens or

turbidity curtains, shall be used to control turbidity at all times. Additional measures may be imposed by SBDD.

3.4 SOIL STORAGE

Soil storage may be taken into account when performing water management calculations for a project. Soil storage shall be determined by utilizing the latest criteria contained in the state's Environmental Resource Permit Applicant's Handbook and shall be supported by a geotechnical report, as applicable.

3.5 DRAINAGE OF ADJACENT PROPERTIES

Property owners shall be required to provide adequate drainage connections for off-site properties as determined by the District. If the District determines that properties that are adjacent to the applicant's property, including road right-of-way, will be required to drain through the applicant's property, the applicant shall design for and incorporate the runoff and discharge from the off-site drainage areas into the project's drainage system. If required, the drainage system shall provide a culvert connection from the adjacent property line(s), to the applicant's drainage system. The culvert shall be sized to meet the drainage requirements of the adjacent property and all upstream properties which will drain through applicant's drainage system. A minimum 20 foot wide drainage easement over the culvert shall be dedicated to the District. A separate culvert shall be provided for each property owner adjacent to applicant's property, as required.

3.6 WELLFIELDS

All plans submitted to the District for approval, shall depict the location of all wellfields, either existing or proposed by Broward County or any municipality. Furthermore, in the event the applicant is required to provide wellfields for its project after receiving District approval, the applicant shall, as soon as reasonably practical, notify the District of the location of the wellfields and request that the District re-review the project for any effect on the District's previous approval or review. It is the applicant's responsibility to locate all existing and proposed wellfields.

In the alternative, the applicant may provide a statement from the appropriate department of Broward

County and local municipality that there are no wellfields, either existing or proposed, within 1,000 feet of the applicant's property.

3.7 PAVING AND DRAINAGE

3.7.1 ROADWAY AND SWALE GRADING

The minimum longitudinal slope for roadways and roadway swales shall be 0.3% or 0.003 feet per foot. The maximum run between high points and low points shall be 300 feet. The minimum invert elevation of swales shall be 1 foot above the basin control elevation. The minimum elevation for the crown of roadways shall be the 10-year, 3-day storm event elevation as shown in the District's Facilities Report and Water Control Plan (see Exhibit 3).

Impervious fill material shall not be used in swale areas. Details shall be provided so that the District is assured that swale grades will be maintained, particularly when a driveway crosses a swale.

If a street is designed with a roadside swale as the flow line for the street drainage, a concrete or asphalt apron or concrete flume/apron shall be constructed from the edge of the asphalt to the catch basins. The edge of pavement shall not serve as the flow line for street drainage.

A minimum 12" wide concrete apron shall be required for all drainage inlets located in grass areas.

3.7.2 SINGLE FAMILY LOT GRADING

All submittals for residential subdivisions shall include sufficient details for grading of areas outside of the building structure to assure that ponding of stormwater will not occur. The details for grading should include sufficient elevations to allow for the proper conveyance of stormwater runoff and may require rear-yard drains. Rear-yard drains shall be 6 inches in diameter or greater and should tie into the roadway drainage system. Provisions shall be made to collect the runoff from roofs so that erosion does not occur. Roof runoff may be handled by splash blocks or piping as approved by the District. Drainage Easements (dedicated to the HOA) shall be provided over all rear yard drainage systems.

3.7.3 BASIN STORAGE REQUIREMENTS AND SURFACE WATER MANAGEMENT AREAS

All properties within SBDD's jurisdictional boundary shall be required to provide basin storage and surface water management areas that conform to the latest edition of the District's Facilities Report and Water Control Plan and the requirements of SFWMD as it relates to wet and dry retention/detention areas. The applicant shall address both water quality requirements and water quantity requirements. The minimum retention and detention storage criteria for both quantity and quality shall be met on-site, prior to discharge to the District's facilities. Detention shall be achieved through an appropriate discharge control structure. All dry retention/detention areas shall be demucked and filled with a permeable material that will allow the stored stormwater to infiltrate into the ground. All dry retention/detention areas shall be fully sodded or seeded and shall not be excavated to a depth that is lower than 1 foot above the control elevation for the basin. When the applicant's design for a surface water management area requires a modification to the District's SFWMD basin permit, complete design calculations shall be submitted to the District. Equivalent storage calculations shall be based on volumetric comparisons from the Control Water Elevation to the 100-year, 3-day stage (see Exhibit 3).

If approved by the District Director, properties may provide a basin improvement in lieu of a portion, or all, of the required basin storage and surface water management area. In these cases, the applicant must demonstrate that there are no adverse impacts to the drainage basin.

3.7.4 SECOND-ORDER DRAINAGE SYSTEM

The second-order drainage system of each project shall be designed by using the 3-year rainfall intensity as indicated on the State of Florida Department of Transportation (FDOT) rainfall curve for Zone 10 as shown on Exhibit 41, Florida Department of Transportation Zone 10 - 3-Year Rainfall Data. An initial time of concentration of 10 minutes shall be used.

The following roughness coefficients (Mannings "n" factor) shall be utilized in the design of second-order drainage systems:

<u>TYPE OF PIPE</u>	<u>MANNING'S "n"</u>
Concrete	0.012
Corrugated Aluminum	0.019 – 0.022
HDPE	0.009 – 0.012
Ductile Iron	0.011
P.V.C.	0.009
Corrugated PVC	0.018-0.020

It should be noted that these factors may vary as pipe technology and products change and that the District may recognize the recommendations of the project engineer and pipe manufacturers.

All pipe trenches shall be constructed in accordance with Exhibit 24, Typical Pipe Trench and Bedding Detail.

All drainage pipes other than yard drains or roof drains shall be a minimum of 15 inches in diameter.

The maximum pipe lengths without access structures shall be as follows, unless otherwise approved:

15 inch pipe	400 feet
18 inch pipe	400 feet
24 inch to 30 inch pipe	400 feet
36 inch and larger and all box culverts	300 feet

Applicants shall submit pipe sizing calculations for all second order drainage systems to include the time of concentration, design flow, hydraulic gradients, hydraulic grade lines, head losses, and the full capacity of the pipe (which must exceed the design flow). The tail water elevation shall be based on the control water elevation as noted in the District's Facilities Report and Water Control Plan and as determined by the Engineer of Record.

3.7.5 DRAINAGE STRUCTURES, POLLUTION RETARDANT BASINS (PRBs), AND POLLUTION RETARDANT BAFFLES (BAFFLES)

All drainage structures shall be designed in accordance with Exhibit 23, Precast Cast Drainage Structure Detail. Weep or bleeder holes in the bottom of a drainage structure are not permitted. All structures shall have 8 inch thick walls and a minimum 18 inch sump from the invert to the bottom of the structure. Drainage inlet structures shall be designed so that the inlet opening has sufficient cross-sectional area to allow passage of the design runoff. The maximum spacing between manhole structures or junction boxes shall be 300 feet for lake interconnects and major outfalls, and 400' for all other applications. All riser sections and top slabs shall have prefabricated key-ways. All mud work (cement) on drainage structures shall be with Portland Type 2 cement, mortar mix and sand. Hydraulic cement may be used as an accelerant for underwater applications, however, molding plaster is not allowed for this purpose. All joints/seams/key-ways for riser sections and between the top slab and top section of the structure shall be sealed water tight with cement. The use of hollow core bricks is not permitted, unless the voids are filled with cement.

A Pollution Retardant Basin (PRB) shall be required for all outfalls immediately prior to the discharge point into the receiving water body. The PRB shall be designed to trap oils, grease and other floating debris, prior to discharge, and the outlet opening shall be a minimum of 2 feet below the Control Water Elevation.

Where Pollution Retardant Baffles (Baffles) are utilized, they shall be sealed watertight with neoprene gaskets and shall be removable from the finished structure, unless otherwise approved. Drainage structures with Baffles must meet the following criteria for sumps:

- When Used With Exfiltration Trench:

Bottom of baffle shall be placed a minimum of 1-foot below Control Water Elevation and an 18 inch minimum sump provided from the bottom of the baffle to the bottom of the structure.

- When Used Prior to and Outfall (within a PRB):

Bottom of baffle shall be placed a minimum of 2-foot below Control

Water Elevation and an 18 inch minimum sump provided from the bottom of the baffle to the bottom of the structure

In all cases, the bottom of the baffle shall be set a minimum of 6” below the invert of the pipe. Refer to Exhibit 28, Pollution Retardant Baffle Detail for additional information on PRBs and Baffles.

Split Baffles shall not be allowed on new construction projects, but may be used as a replacement baffles during a 5-year drainage recertification. Spilt baffles are required to have a full flange welded down the entire length of each “split” and neoprene gasket material or silicone shall be used to seal the “split”.

3.7.6 EXFILTRATION SYSTEMS

All exfiltration trench systems shall be designed based on an actual field test that is performed on the specific site in question. The test shall be a usual open-hole, falling-head open-hole or DOT standard exfiltration test to determine the hydraulic conductivity of the soil to be used in the computation of the length of trench required. The percolation test and the computations shall be based on the requirements of the SFWMD. The trench shall be designed in accordance with Exhibit 27, Exfiltration Trench Detail. An access structure shall be placed at the ends of all exfiltration trench systems; and a pollution retardant baffle shall be placed in all drainage inlets located upstream and downstream of an exfiltration trench system.

3.7.7 HEADWALLS

All lake interconnects and discharge culverts into primary and secondary canals are required to have headwalls in accordance with Exhibit 21, Outfall Detail With Headwall. Concrete headwalls shall be constructed in accordance with FDOT Standard Index Nos. 250 – 255 with the exception of the minimum height requirements. Sand-cement rip-rap headwalls shall be constructed in accordance with FDOT Standard Index No. 258 with the following minimum exceptions:

1. Geotextile fabric shall be installed behind all rip-rap headwalls.

2. Every rip-rap bag shall have at least one (1) #5 reinforcing bar vertically through the bag. Bars must be at least 18 inches long.
3. The slope of the wall may be other than as specified by FDOT at the discretion of the engineer of record with the approval of the District Engineer.
4. A concrete cap at least 6 inches high and 12 inches wide with two (2) #4 bars across the full length of the cap is required.

The bottom of the lake or canal where a headwall is constructed shall be excavated to a minimum of 6 inches below the invert of the pipe and channeled to the deep cut as shown on Exhibit 21, Outfall Detail With Headwall. The width of the channel shall be a minimum of 1.5 times the pipe diameter, centered on the pipe and excavated from the headwall to the deep cut line of the water body. SBDD may require additional erosion protection around headwalls in the form of FabricForm revetment (or approved equal) as determined by the District Engineer.

If the top of the outfall pipe is submerged at least 2 feet below the basin control elevation, at the option of the District, a headwall may not be required. Outfalls without headwalls shall be constructed in accordance with Exhibit 22, Outfall Detail Without Headwall. In those cases where reinforced concrete pipe is being used, the outfall pipe shall terminate with a concrete jacket and flexible pipe as shown on Exhibit 29, Concrete Jacket Detail. HDPE shall not be used as an outfall pipe without a headwall. In addition, the applicant shall demonstrate that the proper channel is in place below the pipe invert and extending out to the deep cut line, which may include as-builts and a geotechnical report indicating that the underlying soils and angle of repose will not impede the flow in the outfall culvert. As with headwall applications, SBDD may require erosion protection around the pipe invert and flow channel in the form of FabricForm revetment (or approved equal) as determined by the District Engineer.

Outfall connections into wetland areas shall provide a separation and protection from the wetland planted areas in accordance with Exhibit 40, Revetment Basin Detail, or approved

equal.

3.7.8 GUARDRAIL

Guardrail shall be installed adjacent to all lakes, canals and other water bodies in accordance with Section 6.1.5 of Chapter 25 of the Administrative Code of Broward County. Guardrail shall be constructed in accordance with FDOT Standard Index No. 400.

3.7.9 UTILITY CONFLICT STRUCTURES

When a utility conflicts with a drainage pipe, a conflict structure may be utilized upon approval of the District Engineer. The cross-sectional area of the conflict structure shall be such that the design flow will pass through the structure unrestricted by the conflicting utility pipe. Conflict structures shall not be allowed on canal, lake or lake/canal interconnect pipes and access through the structure opening shall not be compromised by the utility conflict. In addition, sealed sleeves shall be required through the structure.

3.7.10 LAKE INTERCONNECTS

All inter-connecting culverts between lake systems within a project shall be reinforced concrete pipe (RCP) and shall be a minimum of 48 inches in diameter. The applicant shall provide the District with all input data, flood stages, pipe flow velocities, and stormwater modeling results so that a determination can be made as to the adequacy of the lake interconnect(s). Head losses and stages of lake interconnects will be evaluated on a case by case basis by the District, based upon the information provided. All lake interconnects and discharges into primary and secondary canals are required to have headwalls subject to the requirements of Section 3.7.7. In-line catch basins shall not be permitted along a lake interconnect. All pipe trenches for lake and canal inter-connects shall be constructed in accordance with Exhibit 25, Lake and Canal Interconnect Trench and Bedding Detail. The top of pipe elevation for all lake interconnects shall be designed at or below the Control Water Elevation and baffles shall not be permitted in lake interconnect structures.

3.8 LAKES AND CANALS

3.8.1 EXCAVATIONS

All lakes, canals, ponds or any other type of excavation shall conform to the requirements of SBDD and SFWMD. The side slope of all lake excavations shall not be steeper than a four to one (4:1) slope and no shallower than a five to one (5:1) slope as measured from top of bank to a minimum of 3 feet below the basin control elevation. The side slopes of lake excavations from 3 feet below the control elevation to the bottom of the excavation shall not exceed the natural angle of repose of the subsurface material. The applicant should refer to Exhibit 18, Typical Lake Cross Section and Lake Maintenance Easement for additional information.

For all development or redevelopment projects adjacent to existing lake banks, the slopes and banks shall be cleared and regraded per SBDD Criteria for the entire limits of the project.

Canal excavations shall have a maximum side slope of two to one (2:1) from top of bank to the bottom of the excavation. Steeper side slopes may be approved by the District Engineer, but only with proper justification and with adequate side slope stabilization. All excavated side slopes shall be stabilized to prevent erosion by a means acceptable to the District. The minimum depth for lakes, canals and other excavations shall be 10 feet below the basin control elevation, unless otherwise approved by the District Engineer. Primary/Secondary canal banks must be sodded from the basin control elevation to 2 feet landward of the upland easement line. The top four (4) rows and the bottom three (3) rows of sod must be pinned with wood sod stakes, as necessary. Refer to Exhibit 19, Typical Design Section for Primary Canals and Canal Maintenance Easement and Exhibit 20, Typical Design Section for Secondary Canals and Canal Maintenance Easement for additional information.

3.8.2 CROSSINGS OF PRIMARY AND SECONDARY CANALS

3.8.2.1 CULVERT CROSSINGS

The District prefers that the crossings of primary canals be met through the use of bridge structures. However, culverts, including box culverts and other structures, may be

considered by the District on an individual basis. No culvert crossings shall be permitted for crossings over the District's Canal No.1 (University Drive Canal) due to the hydraulic limitations of the canal (bridge structures only).

The minimum culvert size for a crossing of a primary canal shall be 72 inches in diameter with a head loss of 0.1 feet or less over the entire length of pipe, including entrance and exit losses, and the velocity through the proposed structure shall not exceed 3 feet per second. The minimum culvert size for a crossing of a secondary canal shall be 48 inches in diameter with a head loss of 0.1 feet or less per 100 feet of pipe. The required pipe material for culvert crossings of both primary and secondary canals shall be reinforced concrete (RCP), unless otherwise approved by the District Director. If an alternate material is approved, an appropriate fee may be assessed to offset the cost of additional inspections during and after construction. In addition, the endwalls around any culvert crossing on a Primary/Secondary Canal shall be stabilized using FabricForm material or approved equal (see Exhibit 26).

When a structure other than a bridge is to be installed in a primary canal, the District may collect an impact fee of an amount to be determined by the District Board of Commissioners on a case by case basis. The fee shall be based on the estimated increase in maintenance and operation costs that will be incurred as a result of the structure, and said fee shall be deposited in a fund for the future maintenance and improvements of primary canals. When an existing corrugated metal culvert is proposed to be extended within a primary canal, the entire existing culvert shall be replaced with a reinforced concrete culvert meeting the hydraulic requirements as determined by the District Engineer.

3.8.2.2 BRIDGE CROSSINGS

Bridge crossings of canals within the District shall have a minimum horizontal clearance of 25 feet between center span bents and a minimum vertical clearance of 7 feet between the low member and the control water elevation of the water body being crossed. Bridge

structures shall be designed so that they do not catch debris or obstruct the flow of the canal. Cross sections of the water body being crossed shall be provided for 100 feet upstream and downstream of the crossing, and the applicant may be required to correct any deficiencies in the channel cross section in this area. Bridge approaches and abutments shall be designed to allow the District's maintenance equipment to pass. The applicant is referred to Exhibit 35, Bridge Crossing Detail.

3.8.2.3 RESIDENTIAL DRIVEWAY CANAL CROSSINGS

A Permit from SBDD shall be required for all residential driveway canal crossings. The type of canal crossing (culvert vs. bridge) shall be determined on a case-by-case basis by the District Engineer. For culvert crossings, the size of the culvert shall be based upon the hydraulic capacity of the canal and the design flow for a 100-year, 3-day design storm. The minimum size for a culvert crossing shall be 48" unless otherwise approved by the District Engineer; and the material shall be RCP. Bridge crossings shall meet the requirements of Section 3.8.2.2 and for culvert crossings, the applicant shall refer to Exhibit 38, Typical Residential Driveway Culvert Crossing Detail.

3.8.2.4 UTILITY PERMITS AND UTILITY CROSSINGS OF DISTRICT WATER BODIES

For purpose of this section "Utility", "Utility Work" or "Utility Crossings" shall refer to any work (aerial, trenching, directional boring, buried, subaqueous, pavement cuts, etc.) involving potable water mains, force mains, sanitary sewer mains, water re-use lines, irrigation, gas, electric, telephone, cable TV, communications systems, fiber optics, internet cable, traffic signals, cameras, conduits, meters, junction boxes, access structures, or other similar work. The District shall make a determination if a permit is required for any proposed Utility Work within SBDD's jurisdictional boundary, prior to the commencement of any such construction. Any such Utility Work that crosses an existing drainage culvert, a Primary/Secondary canal, a District right-of-way, or a District easement area shall require a Utility Permit from SBDD.

Overhead Utility Crossings of water bodies shall have a minimum vertical clearance of 40 feet between the low wire and the natural ground surface of the proposed crossing and shall conform to Exhibit 36, Overhead Utility Crossing Detail. Subaqueous Utility Crossings shall be a minimum of 36 inches below the bottom of the design cross section of the canal and shall conform to Exhibit 37 Utility Crossing Detail - Aerial and Subaqueous. For Utility Crossings of District canals, the District shall enter into an Agreement with the operating and constructing entity proposing the crossing whereby the District is indemnified and held harmless from any and all damages that are caused as a result of the Utility Crossing. All banks shall be stabilized in such a manner to prevent erosion. A cash or surety bond in the minimum amount of \$5,000 shall be submitted prior to the start of work. Upon final inspection and approval of the work by the District, the bond may be released.

For proposed Utility Work within SBDD rights-of-ways and easement areas, including, but not limited to Canal and Lake Maintenance Easements, the District shall require a initial user fee in the amount of \$250.00 per linear mile, plus an annual user fee of in the amount of \$250.00 per linear mile, which will become due 1 year after the Utility Work is completed and every year thereafter for as long as the utility system remains within the right-of-way or easement area. In addition, the utility provider (or communications system provider) shall enter into an Agreement with SBDD whereby the District is indemnified and held harmless from any and all damages that are caused as a result of the Utility Work.

A District representative shall be present to observe all Utility crossings of District facilities (culverts, canals, etc.) to ensure that no damage is done to said facilities. In those cases where the District is unable to verify that the utility crossing has not damaged a District facility, then a dive inspection of the facility shall be performed and the cost of any required dive inspections shall be paid by the Contractor or the Utility company. Any damage to District facilities as the result of any Utility Work shall be repaired immediately by the Utility company by an approved method outlined by SBDD.

3.8.3 WETLAND MITIGATION AREAS

The District acknowledges that wetland mitigation areas and conservation easements may be required by other governmental agencies as part of the development of property within the District and that wetland areas serve a beneficial purpose for improving water quality and minimizing erosion.

It is the policy of the District to encourage property owners to place all wetland mitigation areas and conservation easements in a consolidated area which is not adjacent to residential housing. If a wetland mitigation area is to be constructed adjacent to residential housing, it shall be constructed with a 100-foot minimum water surface in accordance with Exhibit 33, Typical Design Section With Muck Divider For Lakes/Water Bodies Adjacent To Mitigation Areas & Behind Residential Lots or Exhibit 34, Section With Stabilized Divider For Lakes/Water Bodies Adjacent To Mitigation Areas & Behind Residential Lots.

Notwithstanding the above criteria, the District may allow wetland plantings along the shorelines of lakes adjacent to residential homes, provided that the Homeowners Association (HOA) approves of the wetland plantings and assumes full responsibility for the maintenance of both the wetland area(s) and adjacent water bodies. The HOA will also be required to enter into a Maintenance and Indemnification Agreement with the District (see Appendix A).

Fish guards may be required on all outfall pipes leading into a wetland area as determined by SBDD or other governmental agency, and it shall be the responsibility of the HOA to maintain any and all fish guards in accordance with SBDD criteria.

3.8.4 FOUNTAINS AND AERATORS

Fountains and aerators are prohibited in SBDD primary and secondary canals, however they are permitted within a lake system. The minimum distance from a lake bank (as measured from at the basin control elevation) to any fountain shall be 16 feet. Electric services for fountains and aerators shall not be located in drainage easements, lake maintenance

easements or on District property, unless otherwise approved by the District. Anchors, power cables, conduit and all other connections to a fountain or aerator shall be buried with a minimum depth of 3 feet or submerged to a depth of not less than 42 inches below basin control elevation. Buried portions shall follow the slope of the bank. The highest point of any submerged aeration unit shall be 42 inches below basin control elevation. The property owner(s) shall be required to enter into a Maintenance & Indemnification Agreement with SBDD as a prerequisite for installing a fountain and aerator.

3.8.5 SPRINKLER INTAKE LINES

Sprinkler intake lines may be installed with lake systems and a permit is required from SBDD. Sprinkler lines cannot be installed over drainage pipes or boat ramps. The slope of the sprinkler intake line shall follow the slope of the bank to a depth of 4 feet below the basin control elevation. Sprinkler intake line floats, if required, must be 16 feet from edge of water and may not exceed 12 inches in diameter. Floats must not be made of metal. The permittee/property owner shall be responsible for the maintenance of the improvement.

Individuals applying for sprinkler lines larger than 2 inches, must obtain a Water Use Permit from the South Florida Water Management District prior to obtaining a permit from SBDD and the property owner(s) shall be required to enter into a Maintenance & Indemnification Agreement with SBDD at the time of permit.

Chapter 4

RIGHT-OF-WAY AND EASEMENT DEDICATIONS AND MAINTENANCE RESPONSIBILITIES

4.1 GENERAL

The District shall require the dedication of easements or rights-of-way for drainage and stormwater management purposes in order to ensure the proper operation and maintenance of drainage facilities throughout the District.

The District's facilities consist of over 1,500 miles of canals and conveyance channels, which vary in size and capacity. The locations of these canals and channels are shown in the latest edition of the District's Facilities Report and Water Control Plan and on Exhibit 1, District Boundary Map and Major Facilities, and may be revised from time to time. Certain canals within the District have been designated as primary or secondary canals based on their importance and significance in conveying stormwater. All canals and channels located within the District are subject to District regulations and may require the dedication of rights-of-ways or easements for drainage, storage, flowage, conveyance, maintenance, or other purposes.

The District shall require the dedication of easements as follows:

- A Drainage, Flowage & Storage Easement shall be dedicated over all lakes and water bodies. This easement shall extend from the edge of water to edge of water.
- A Lake Maintenance Easement, 20 feet in width, shall be dedicated around the perimeter of all lakes and water bodies from the edge of water, landward.
- A Drainage Easement shall be dedicated over all inter-connecting lake culverts and over all outfall culverts.
- A Boat Ramp easement shall be dedicated over all boat ramps as required by the District.
- Additional easements may be required as determined by the District.

Copies of the District's standard easement forms are included in Appendix B of this criteria manual. Any substantive deviations to these easement forms will require approval by the SBDD Board of

Commissioners.

All easements shall be dedicated to the District and shall be maintained by the property owner. When maintenance is to be performed by a HOA, approval of its form of incorporation, applicable incorporation documents and association documents shall be provided to the District. All drainage and maintenance easements shall be stabilized, sodded or seeded in a manner approved by the District. No structures, fences, landscaping, guardrails, signs, or other improvements shall be placed in SBDD easement or right-of-way areas unless specifically authorized and permitted by the District.

When permission/permit is granted to occupy a SBDD easement or right-of-way, the property owner shall enter into an Indemnification and Hold Harmless Agreement indemnifying the District from any and all liability as the result of the property owner's use of the easement. In addition, the property owner shall agree to remove the improvements if the District determines at some future date that the improvement would impede the District's use of the easement, or otherwise impact drainage. The property owner shall be responsible for all costs incurred by the District including legal expenses, engineering and surveying costs, if any, and all recording fees connected with the use of the easement or right-of-way.

4.2 RIGHTS-OF-WAY AND EASEMENTS FOR PRIMARY AND SECONDARY CANALS

When a project is located adjacent to a primary or secondary canal, the applicant may be required to dedicate right-of-way or easements for the canal as determined by the District. The applicant may also be required to dedicate a maintenance easement adjacent to the canal as follows: 25 feet minimum in width from the top of bank for a primary canal, and 20 feet minimum in width from the top of bank for a secondary canal. The maintenance easement for primary and secondary canals shall be kept free of all improvements including, but not limited to, trees, fences, guardrails, utilities, landscaping, etc. unless otherwise approved by the District.

It shall be the responsibility of property owners adjacent to primary and secondary canals to stabilize the maintenance easement in a manner that is satisfactory to the District and to maintain the

easement area(s). The maximum slope of the maintenance easement shall be 20 feet horizontal to 1 foot vertical (20:1). The maximum slope of the bank of a primary canal shall be 2 feet horizontal to 1 foot vertical (2:1). Refer to Exhibit 19, Typical Design Section for Primary Canals and Canal Maintenance Easement and Exhibit 20, Typical Design Section for Secondary Canals and Canal Maintenance Easement for additional information on the requirements for SBDD primary and secondary canals; and refer to Exhibit 18, Typical Lake Cross Section and Lake Maintenance Easement for additional information on Lake Maintenance Easements.

4.3 DEDICATION OF RIGHTS-OF-WAYS AND EASEMENTS

It is the intent of the District to require the dedication of rights-of-ways and easements that are necessary for proper drainage and maintenance and to provide access for such purposes. Where possible, the applicant shall identify and dedicate the required easements on the plat for the property. All easements or rights-of-way shall be in conformance with the latest edition of the SBDD Public Facilities Report and Water Control Plan and District criteria. When there is a requirement to provide drainage for adjacent properties, an easement or right-of-way shall be provided by the property owner of sufficient size to provide for this off-site drainage.

All easements that are dedicated by separate instrument shall use the standard SBDD easement forms shown in Appendix B. The applicant shall submit copies of all sketch and legal descriptions to the District for review and approval prior to the dedication of an easement, and shall be responsible to pay all associated legal and recording costs for the dedication of easements.

When property is dedicated to the District by quit claim deed, warranty deed or other dedication, the District may require that an environmental audit and title examination be performed prior to acceptance of the property by the District.

4.4 DRAINAGE EASEMENTS FOR CULVERTS

Drainage Easements for culverts shall be provided in accordance with the following table:

<u>Pipe Size</u>	<u>Minimum Easement Width (unencumbered)</u>
Less than 36 inch	20 feet
36 inch through 54 inch	30 feet
60 inch and larger	40 feet

All culverts shall be centered within the easement.

4.5 BOAT RAMPS

The District shall require the installation of boat ramps in water bodies where the District determines that access is necessary in order to perform inspections or maintenance. The expense for the boat ramp shall be the obligation of the applicant/developer. The installation of the boat ramp shall conform to Exhibit 30, Boat Ramp Detail. A minimum boat ramp easement of 20 feet in width shall be dedicated to the District at the location of the boat ramp, and said easement shall extend to a public right-of-way via an ingress/egress easement, if required. If the District determines that maintenance can be performed from the water without the installation of a boat ramp, the District may waive the requirement.

4.6 MAINTENANCE RESPONSIBILITIES

The maintenance of the on-site drainage and water management system for all developments and re-developments shall be the responsibility of the property owner, property owners association, homeowners association or other authorized entity. As part of the permit approval by SBDD, the property owner shall be required to enter into a Maintenance and Indemnification Agreement with the District regarding the maintenance responsibilities for the on-site drainage system. In addition, the property owner shall acknowledge and approve the accommodation of off-site drainage through the property's drainage/water management system, if applicable.

The District has four (4) standard Maintenance and Indemnification Agreements which will apply:

1. On-site drainage only
2. On-site and off-site drainage (no mitigation)
3. On-site drainage with mitigation
4. On-site and off-site drainage with mitigation

Each of these standard agreements is shown in Appendix A. The applicant shall be responsible to pay all associated legal and recording costs for the agreement.

Chapter 5

PERMIT APPLICATION SUBMITTAL, REVIEW AND APPROVAL PROCESS

5.1 GENERAL

The District's Board of Commissioners has the authority to establish the requirements and criteria for the issuance of permits and approvals by the District, including the requirements for any hearings before the Board for approval of said permits and approvals, for the approval of plans and plats in connection with any construction or work that comes into, over, onto, or through any of the waterways, easements or rights-of-way of the District.

All work shall be constructed in accordance with the terms and conditions of the District permit. The permittee shall hold the District harmless and indemnify the District and its successors from any and all damages, claims or liabilities which may arise in connection with the construction, operation, maintenance and use of the District's facilities under the permit. In addition, the property owner of the property for which the permit is assigned shall be required to enter into a Maintenance and Indemnification with the District in accordance with Section 2.3.

The District will review all applications for conformance to District rules and criteria, and generally accepted engineering standards. Applications that do not meet the requirements of the District shall be rejected, and the applicant shall be required to resubmit with appropriate compliance to District criteria. Upon receipt of a complete submittal package, the District shall review and issue a permit for the project within an appropriate period of time.

All development and redevelopment permits and approvals shall remain in effect for eighteen (18) months from the date of approval, unless an extension is granted by the District Director. Work shall commence on a project within one-hundred eighty (180) days of permit issuance. At the discretion of the District Director, an additional fee, equal to or less than the original permit fee, may be required by the District for a permit extension.

5.2 POLICY OF THE DISTRICT IN ISSUING PERMITS

No permit shall be granted for the use of any District facility that will adversely affect said facility or interfere with or impose hardships upon the District's operation, maintenance or construction activities.

No permit shall be granted for any use of the District's facilities when granting such use would be inconsistent with this criterion or the latest edition of the District's Facilities Report and Water Control Plan.

The District reserves the right to regulate, limit or otherwise change discharges into, or withdrawals from, the facilities of the District. The permittee shall allow the District, at any time, to inspect the work being performed under the permit. Furthermore, the District may require that water quality testing and monitoring be performed for any discharges into the facilities of the District. The water quality monitoring, if required, shall be performed by the applicant in accordance with specific procedures, as directed by the District, Broward County, SFWMD, or FDEP. The permittee shall assure that discharges of water are of such quality that the discharge will not degrade the quality of the receiving water body or the standards of any governmental agency, and are in full compliance with all criteria under the National Pollutant Discharge Elimination System (NPDES) rules and regulations. Also, the permittee shall be responsible for restoring and correcting any erosion, degradation, or other damage to any of the District's facilities caused by the construction of the permitted project.

The issuance of a permit by the District shall not relieve the applicant from obtaining any other required local, state or federal permits. The Contractor shall cease all work upon notification by the District that the work covered by the permit is not in conformance with the conditions of the permit or is causing damage to the District's facilities.

5.3 PERMITS AND PERMIT APPLICATIONS

The applicant may obtain a permit application form/package from District headquarters or the District's web page (www.sbdd.org); and if the applicant requires assistance in the preparation of permit application, they may meet with District staff. See Exhibits 4-8 for SBDD Permit

Applications.

5.3.1 CONSTRUCTION PERMITS

The applicant will be issued a construction permit upon satisfying all applicable criteria. All permits for lake excavation and paving and drainage improvements shall be valid for a period of eighteen (18) months.

5.3.2 EMERGENCY PERMITS

If the delay associated with the issuance of a construction permit will cause extreme hardship or endanger lives or property, the District Director may issue an emergency permit.

5.3.3 EARLY WORK PERMITS

The applicant may request an early work permit for clearing, grubbing or filling of a project site while the approval of a construction permit is in process.

5.3.4 TEMPORARY PERMITS

A temporary permit for a period of time not to exceed ninety (90) days may be issued by the District for projects such as temporary water withdrawal for irrigation systems, temporary power, temporary road crossings, temporary de-watering or other such projects.

5.3.5 SURFACE WATER MANAGEMENT OPERATION AND MAINTENANCE PERMIT

Upon satisfactory completion of the permitted construction work, and acceptance by the District, an Operation and Maintenance Permit (O&M Permit) will be issued for the project's surface water management system. This permit must be renewed every five (5) years by the permittee in accordance with the District's 5-year re-certification program. See Chapter 6 for additional information on the requirements and issuance of O&M Permits.

5.3.6 TRANSFER OF PERMITS

A permit issued by the District may be transferred to a third party by the execution of an agreement between the District, the original permittee and the third party. The new permittee

shall assume all of the rights, responsibilities, requirements and obligations under the permit of the original permittee.

5.3.7 PERMIT EXTENSIONS

Permit extensions may be granted by the District Director for an additional period of eighteen (18) months from the date of expiration, provided that all District criteria continue to be met. Applicants shall submit a permit application to the District and pay all applicable fees. If applicable, the plans, calculations, easement dedications, agreements, etc. shall be updated to meet the latest District Criteria.

5.3.8 WORK WITHOUT PRIOR APPROVAL

No entity, including a developer, property owner, government agency or utility owner shall commence work without prior approval or issuance of a permit by the District. If work commences without a required permit, the work must cease immediately and shall not restart without approval by the District. If a permit is required, the responsible entity shall submit a permit application package to the District and shall pay a permit application fee of two (2) times the fee noted in Chapter 13 or \$500.00, whichever is greater. The District Director shall have the authority to waive or reduce the additional permit fee at his/her discretion.

In addition, all legal costs, outside engineering fees, and other expenses incurred by the District as a result of the work being performed without approval, including notification costs, shall be paid by the property owner. The cost of all court proceedings which may be necessary in the event a stop work order is issued or an injunction is requested by the Court shall also be paid by the property owner.

5.4 PERMIT SUBMITTALS AND APPROVALS

When applying for a Development or Redevelopment Permit, applicants shall use the SBDD Development/Redevelopment Application form shown in Exhibit 4.

5.4.1 PAVING AND DRAINAGE PERMIT SUBMITTALS

Applicants should refer to Exhibit 9, Checklist – Paving & Drainage Permit Applications for a detailed list of the documents required for a permit submittal. Any submittal made without the required backup information as outlined in the checklist may be returned to the applicant without review at the discretion of the District Director. All submittals should be forwarded to the attention of the District Director. The applicant is encouraged to arrange a pre-application meeting with the District Engineer, prior to submittal.

All engineering plans submitted to the District for review shall be prepared by, and signed and sealed by, a Florida Registered Professional Engineer. Where a project is less than 1½ acres, the District Director may waive the requirement of having a Professional Engineer prepare the plans.

All Paving and Drainage plans shall be submitted on 24 inch x 36 inch sheets or other size as approved by the District Engineer. All submittals shall include appropriate construction details and notes and shall contain the SBDD's Standard Detail Sheet (See Exhibit 16).

Two (2) sets of plans and calculations, along with one copy of the application, proof of ownership and agent authorization shall be submitted to the District Headquarters with the initial submittal for review. Plan submittals shall include one set of water and sewer plans and landscape and irrigation plans. HOA documents must also be submitted if applicable. The submittal package shall be accompanied with the appropriate fees (refer to Chapter 13 for fee schedule). The District may also require electronic copies in .pdf and .dwg format (or other electronic format) of all pertinent permit application information upon final approval and issuance of the permit.

Upon receipt of a complete application, the District shall review the applicant's submittal and provide written comments back to the applicant. The District will make every effort to provide written comments within 30 days of having received a

complete permit application submittal.

Prior to issuance of the permit by SBDD, the applicant shall address all review comments and resubmit revised plans/calculations as necessary, along with a written response to all review comments. Upon review of the plan submittal by the District, one set of plans may be returned to the applicant with written comments and recommended revisions, if necessary. All re-submittals shall include a response letter to the District and the marked up set of plans, if applicable, and two (2) sets of revised plans and calculations with revisions clearly identified.

As part of the permit approval by SBDD, the property owner(s) shall be required to enter into a Maintenance & Indemnification Agreement with the District regarding the maintenance responsibilities for the on-site drainage system, as stipulated in Section 2.3. In addition, the property owner(s) shall acknowledge and approve the accommodation of off-site drainage through the property's drainage/water management system, if applicable.

No construction shall commence until plans have been approved, a permit has been issued by the District, and a preconstruction conference has been held.

5.4.2 LAKE EXCAVATION PERMIT SUBMITTALS

All lake excavations within the District shall require the approval of the District and a permit prior to the start of construction. The applicant shall submit to the District a permit application and a drainage plan for the proposed lake excavation. The drainage plan shall indicate the extent of the lakes (geometry) to be excavated, all lake interconnects, all required boat ramps and all required easements. Drainage calculations, including stormwater modeling results, shall also be submitted indicating the stages in all lakes; flows, velocities and head losses for all lake interconnects; all input data and assumptions; discharge locations; and boundary conditions. The calculations and modeling shall be performed for a 10-year, 3-day storm event and a 100-year, 3-day storm event. For projects that are not controlled

through one of SBDD's pump stations, calculations and modeling for a 25-year, 3-day storm event calculation shall also be performed. Refer to Exhibit 41 for the 10-year, 3-day Rainfall, 25-year, 3-day Rainfall and 100-year, 3-day Rainfall Data.

For projects of significant size or impacts, the District may require the applicant to update the District's overall stormwater basin model as part of the permitting process.

5.5 ADDITIONAL PERMIT SUBMITTAL REQUIREMENTS

5.5.1 SITE SURVEY AND TOPOGRAPHY

Each application shall be accompanied by a current survey of the project, certified by a Professional Surveyor and Mapper. The survey shall include a legal description, section lines, rights-of-way lines, property lines, existing easements and reservations, and all physical features within the property.

Included within the survey shall be topography of the existing site with elevations at a minimum 100 foot by 100 foot grid. The topography shall extend 100 feet offsite, as necessary, to indicate existing drainage patterns, drainage structures, roadways and other pertinent features. All elevations shown shall reference either the National Geodetic Vertical Datum of 1929 (NGVD '29) or the North American Vertical Datum of 1988 (NAVD '88) and shall include a conversion between these two datums.

5.5.2 PLAN DETAILS

Wherever possible, the north arrow of the location map shall match the north arrows of the individual plan views and shall have the same orientation throughout the set of plans.

The permit application shall include engineering plans in such detail that the proposed development layout is apparent and shall include lot and property line

locations, horizontal and vertical control, location of lakes and canals, location of drainage structures and culverts, and location of buildings, roadways, parking lots and swales/retention areas. Where multiple plan sheets are used, the plan set shall include an overall key sheet of the entire development.

Proposed and existing elevations shall be shown so that drainage patterns are clearly defined. The proposed elevations shall indicate the direction of flow across pavement areas and swales, and the slopes of proposed roadways and parking areas.

Proposed inlet structures shall be specifically located, and pipe diameters and material shall be shown. The size of all drainage structures shall be noted and all structures shall be properly sized to meet SBDD requirements for sumps and clearances. Invert elevations for all drainage structures shall also be indicated and shall include the direction/alignment for each invert. All baffles, weirs and Pollution Retardant Basins (PRBs) shall be labeled. A PRB shall be required prior to an outfall into any water body, and all baffles and weirs shall be removable from the finished structures, unless otherwise approved by the District Engineer.

Technical Specifications shall be included in the plans that provide information on regulatory agencies, pre-construction responsibilities, existing utilities, Maintenance of Traffic (MOT), inspections and testing, equipment, materials, installations, warranties, safety, erosion protection, as-builts, restoration, project close-out and any other pertinent information required for the proper completion of the work.

Where exfiltration trench is proposed, a signed and sealed percolation test report indicating the Hydraulic Conductivity ("K" Factor) of the soil shall be provided to support the design.

All required drainage-related easements to be dedicated to the District shall be shown on the plans and details (cross-sections) as applicable.

Areas to be used as detention/retention systems and swales shall be shown on the plans and shall include adequate grades and contours to meet the required storage and conveyance volumes as indicated in the drainage calculations.

The plans shall include a note stating that the District shall be notified in writing at least seven (7) working days prior to commencement of construction. The plans shall also contain SBDD's Standard Detail Sheet (Exhibit 16).

The drainage design and plans shall take into account all off-site drainage patterns that flow through the project site and shall demonstrate that the project's drainage system has been designed to handle the runoff from all off-site areas.

5.6 E-PERMITTING

The District will accept and process permits through an e-permitting format as follows:

- The Permit Application and all required back-up information shall be uploaded to SBDD's mailbox through SBDD's webpage at www.sbdd.org/_____.
- The applicant shall e-mail SBDD to notify them that the documents have uploaded. E-mail _____@ sbdd.org
- All submittal information shall be submitted in .pdf format.
- All signatures shall be scanned and transmitted in color.
- All scanned images shall meet or exceed a 300:1 dpi.
- The subject heading on e-permit submittals shall read "SBDD E-PERMIT SUBMITTAL FOR (PROJECT NAME)".
- SBDD shall confirm with the applicant via e-mail that the permit submittal has been received and is under review.
- Applicants should refer to Exhibit 9, Checklist – Paving & Drainage Permit Applications for a detailed list of the documents required for a permit submittal.
- Review comments from the District shall be submitted back to the applicant via e-mail.
- Signing and sealing of engineering plans and calculations shall follow the guidelines and procedures of the Florida Board of Professional Engineers and the Florida Department of

Business & Professional Regulation.

- If requested, the applicant shall submit original, paper copies of the permit application, plans, supporting documentation or any other requested information to the District.
- A copy of the SBDD permit shall be e-mailed to the applicant upon approval and issuance.

5.7 BONDS AND LETTER OF CREDITS

Unless otherwise waived by the District Director, all permitted projects shall be required to post a bond or letter of credit in a form that is acceptable to the District to insure that the water management and drainage facilities are constructed in accordance with the approved plans. The bond or letter of credit shall be posted by the property owner, permittee, or authorized representative. Refer to Sections 5.10, 5.11 and 5.12 for additional information on Inspections, As-Builts and the Engineer's Certification.

To avoid duplicate bonding, the District shall allow a joint bond to be posted with the applicable Town, City or County, as long as the District is specifically identified as a beneficiary of said bond; and an acknowledgment is received from the bonding company or a statement is added to the bond that the District can draw upon said bond upon demand of the District only; and the bond cannot be released or reduced without the approval of the District.

Refer to Exhibit 42 for an approved form for a Irrevocable Letter of Credit.

5.7.1 PAVING AND DRAINAGE - BONDS OR LETTERS OF CREDIT

The amount of the bond and/or letter of credit shall be as follows:

- | | | |
|----|--|---|
| a. | For developments less than or equal to 1 acre in size: | \$1,000.00 |
| b. | For developments greater than 1 acre in size but less than or equal to 10 acres in size: | \$2,500.00 |
| c. | For developments greater than 10 acres in size: | \$5,000.00
plus \$100.00
for each acre or
part thereof in
excess of 10
acres in size |

5.7.2 LAKE EXCAVATION - BONDS OR LETTERS OF CREDIT

In order to ensure that the lakes or bodies of water are constructed in accordance with the approved plans for the project, particularly as it relates to slopes, an additional bond or letter of credit, known as a "Shoreline Bond", shall be posted as follows, based on the linear feet contained along the shoreline of the body of water:

- | | | |
|----|--|--|
| a. | For shorelines up to 1,000 linear feet | \$5.00 per linear foot
or a minimum of
\$1,000 |
| b. | For shorelines from 1,001 linear feet to 5,000
linear feet | \$4.00 per linear foot -
minimum of \$5,000 |
| c. | For shorelines from 5,001 linear feet to 10,000
linear feet | \$3.00 per linear foot -
minimum of \$20,000 |
| d. | For shorelines greater than 10,000 linear feet | \$40,000 |

The bonds or letters of credit required by this section shall be delivered to the District in acceptable form prior to a permit being issued by the District for construction of the lake, canal and/or water body. In addition, by issuance of a permit pursuant to this section, the permittee agrees not to request any certificates of occupancy until all required as-built drawings are approved by the District and the lake, canal or other water body, including lake or canal bank slopes, are completed to the satisfaction of the District including removal of all rocks, boulders or other debris from the lake bank slope between the deep cut line and the landward side of the adjacent maintenance easement.

5.7.3 CASH BONDS

In the event a cash bond is deposited with the District, the District may invest or reinvest any monies deposited or paid to the District pursuant to this Section. No interest shall be paid to the permittee on any monies deposited with the District pursuant to this Section. All interest, accrued or otherwise, or income earned upon

any of said investments or re-investments shall be credited to the District and applied to miscellaneous costs. The District will not be required to notify the permittee of the amount of interest earned or how it is applied. In addition, the District may deposit all monies received pursuant to this Section in one or more accounts as may be deemed to be in the best interest of the District and as determined in the District's sole discretion.

5.8 PLAN APPROVAL AND PERMIT ISSUANCE

Once the permit submittal has been completed and the District Engineer has reviewed and determined that the submittal is complete and in conformance with SBDD criteria; and all required fees have been paid; and all required bonds have been posted; and all required easements have been dedicated; and the Maintenance and Indemnification Agreement has been executed, the District will issue the Permit. The District Director may allow that the required easements and Maintenance Agreement be completed and recorded prior to final acceptance.

5.9 WORK PERFORMED WITHOUT PERMITS/INJUNCTIONS

If work is started on a project prior to the issuance of a permit by the District, the District shall issue a Notice of Violation that the construction or use of the premises is in violation of one or more of the District's Design Criteria Manual Regulations, Standards or Procedures.

If construction does not immediately cease, the District may secure an injunction from the Broward County Circuit Court to halt said construction. The cost of filing for said injunction and all attorney fees and other costs incurred by the District shall be paid for by the property owner. If not paid within seven (7) days of receipt of invoice for same, the District shall be authorized to file a lien against the affected property for the full amount of all costs.

A request for injunction by the District may be based on a certificate of the District Engineer or District Director stating the legal description of the property, the name of the current record title holder, and a statement that the property owner is in violation of one or more of the requirements of the District Design Criteria Manual regulations, standards or procedures. This affidavit shall be prima facie evidence of non-compliance of the property owner with the District Design Criteria

Manual Regulations, Standards or Procedures.

In the event that the District incurs attorney fees or other costs, including those associated with requesting a court injunction, the property owner shall be required to reimburse the District for all expenses incurred which must be paid prior to the District commencing review of the property owner's application for development of property owner's property.

At such time the property owner complies with the District's criteria as stated, the District will file a voluntary dismissal without prejudice of the lawsuit filed by the District.

In all cases, the District shall assess a permit fee equal to twice the normal permit fee for any project that begins construction without a proper Permit from SBDD, unless otherwise waived by the District Director.

5.10 INSPECTIONS

All projects permitted by SBDD and all construction within the boundaries of the District related to drainage or stormwater management shall be inspected and approved by the District.

The District's inspector shall inspect all drainage work during construction. The District shall be notified at least forty-eight (48) hours/two (2) working days in advance of a required inspection by calling District Headquarters at (954) 680-3337. All underground facilities shall be inspected by the District prior to backfilling. The cost of all initial periodic inspections by the District shall be borne by the applicant via the permit fee. Re-inspections and/or extraordinary inspections shall be subject to additional fee charges by the District. For projects of significant size or impacts, the District may require monthly status reports to be submitted. Refer to Section 5.14 for additional information on final inspections and final acceptance by the District.

5.11 AS-BUILTS AND ENGINEER CERIFICATION

When a project is complete, the applicant shall provide the District with a complete set of as-built plans for the completed construction. All as-built information shall be overlaid on the approved permit drawings so that the District can determine the conformity to the design drawings. There will

be no final inspections by the District until as-built plans have been received.

As-built plans shall be signed and sealed by a Registered Professional Engineer or Registered Professional Surveyor and Mapper; and shall be submitted in both paper format and electronic format (AutoCAD, pdf, etc.), as required by the District. Refer to Exhibit 10, Checklist for As-Built Submittals for an itemized list of as-built information required.

As-built plans shall include a statement by the Engineer of Record that the project has been completed in substantial conformance with the plans approved and permitted by the District. If applicable, this statement shall also note any changes or modifications to the plans as originally approved.

The Engineer's Certification should be substantially in the following form:

"I, _____, a Florida registered Engineer, whose Florida Professional License Number is _____, certify that I have reviewed the as-built plans which accompany this certification and that the as-built plans are in substantial conformance with the plans which had been originally submitted to the District for approval and for which the permit was issued. The changes or modifications to the plans as originally approved are as follows: _____" (If no changes or modifications, state: "NONE").

5.12 AS-BUILT PLANS

5.12.1 PAVING AND DRAINAGE SYSTEMS

The as-built information for paving and drainage systems shall include the invert elevations of all drainage pipes, the invert and grate elevation of all drainage structures, the edge of pavement and crown elevation of all roads and parking areas, the elevation of all swales, etc. and any other information required by the District to verify that the paving and drainage system will function as intended.

5.12.2 LAKES AND WATERWAYS

Extreme caution shall be used when constructing lakes and canals to assure that the side slopes are maintained in accordance with the approved plans. To assure that construction of lakes and water bodies is proceeding according to the approved plans, the District may require that the applicant provide progress surveys during the construction to indicate the deep cut line and the edge of the proposed slope. Upon completion of the excavation, the applicant shall submit as-built drawings showing the information specified in Exhibit 39, As-Built Lake Section. Lake as-built cross sections shall be provided at minimum 100 foot intervals and at all pipe outfalls.

As-built elevations at the top of the lake maintenance easement, the top of bank, the edge of water and the deep cut line must be within 0.2 feet of the approved design grades. In addition, the as-built slope from the top of bank to the edge of water and from the edge of water to the deep cut line must not be steeper than 3.5:1.

5.13 CONSTRUCTION DEFICIENCIES

As-built plans shall be reviewed by the District for conformance with the approved design drawings. Any deviations from the design drawings shall be corrected by the applicant unless otherwise approved by the District. Where as-built drawings identify lake slopes which are steeper than the tolerances specified in Section 5.12.2, the applicant shall take immediate steps to correct the deficiency. The correction shall be accomplished prior to the District releasing any improvement bonds and prior to the commencement of construction of any additional structures adjacent to the water body.

5.14 FINAL ACCEPTANCE AND RELEASE OF BONDS OR LETTERS OF CREDIT

Prior to final acceptance by the District and release of the bond, the permittee shall complete the following items:

- Submit a complete set of as-built plans in a form acceptable to the District. The as-built plans shall conform to the requirements under Section 5.12 of this Criteria Manual.
- Schedule a final inspection with SBDD to verify that all requirements of the District have been met and that the project has been constructed in accordance with the District permit.

- Schedule a dive inspection of all lake inter-connects, if applicable.
- Address all punch list items from the final inspection and dive inspection.
- Submit a certification from the Engineer of Record that the project has been constructed in substantial conformance with the approved plans and specifications.
- Record all required SBDD easements.
- Record the Maintenance & Indemnification Agreement.
- Payment of all outstanding fees and costs.

Upon satisfactory completion of the items listed above, the District shall release the appropriate bond or letter of credit, subject to a written release request from the permittee and the Construction Permit will be closed and transferred into the District's 5-Year Operation and Maintenance Phase.

5.15 SURFACE WATER MANAGEMENT OPERATION AND MAINTENANCE PERMIT

Upon satisfactory completion of the permitted construction work, and acceptance by the District, the Operation and Maintenance Permit (O&M Permit) will be issued for the project's surface water management system. This permit must be renewed every 5 years by the permittee/property owner in accordance with the District's 5-Year Recertification Program (see Chapter 6).

Chapter 6

5-YEAR RECERTIFICATION PROGRAM

6.1 GENERAL

In accordance with SBDD's Charter, the Operation and Maintenance Permit (O&M Permit) for all surface water management systems shall be renewed every five (5) years.

All 5-year drainage re-certification applications shall be accompanied by an Engineer's Certification Form and appropriate fees. Applicants should refer to Exhibit 6 for the 5-year Operation and Maintenance Permit Application and to Appendix D for additional information on the requirements and guidelines for applying for and obtaining a 5-year O&M Permit.

6.2 O&M PERMIT SUBMITTAL

Upon notification by SBDD that the 5-Year Drainage Recertification is due, property owners shall submit an O&M Permit Application, fee, and all required back-up information to SBDD for approval and issuance of the O&M Permit. The application shall be submitted a minimum of forty-five (45) days prior to the expiration of the permit.

For properties that are less than 1 acre in size, and where drainage systems that are comprised of five (5) or less drainage structures on the property, the property owner may process the 5-year drainage re-certification without the aid of a Professional Engineer. However, it is recommended that the knowledge and expertise of a Professional Engineer be utilized on all 5-year Drainage Recertifications.

For all other properties, the 5-Year Drainage Re-Certification shall be provided by a Registered Professional Engineer.

6.3 O&M PERMITTING PROCEDURES

The following procedures shall be followed by the property owner and Engineer in completing the 5-year drainage recertification:

- The Engineer shall obtain all relevant information on the existing drainage system, including, but not limited to, the approved as-built drawings.
- The Engineer shall review the existing drainage information and familiarize himself/herself on the original design and intent of the system.
- The Engineer shall perform a site inspection of the entire drainage system and determine what, if any, maintenance and repair work is required in order to re-certify the drainage system in accordance with the Engineer's Certification Form.
- The property owner shall coordinate, as necessary, to complete all of the required maintenance and repair work as denoted by the Engineer. Where required by SBDD or the local municipality, the work shall be performed by a licensed Contractor.
- The Engineer shall perform a follow-up inspection to verify that all of the required maintenance and repair work has been completed.
- The Engineer shall submit the Engineer's Certification Form and permit fees to SBDD and shall schedule a final inspection with SBDD for the 5-Year Drainage Re-Certification.
- Upon completion of all outstanding items and acceptance by SBDD, SBDD shall issue the Operations and Maintenance Permit.

See Exhibit 15 for a flow chart depicting the processing of a SBDD O&M Permit, including the conditions under which a Notice of Noncompliance and Notice of Violation (NOV) may be issued.

6.4 ENGINEER'S SITE INSPECTIONS AND CERTIFICATION

The Engineer's site inspection and certification shall include the following items:

- Catch basin grates, manhole covers and outfalls are to be free of obstructions.
- Probe catch basins for mud, debris, silt, etc. (Depth of material in a pipe shall not exceed 5% of the diameter of the pipe and the depth of material in a catch basin sump shall not exceed 5% of the distance from the bottom of the structure to the lowest pipe invert).
- Check headwalls for deterioration and any signs of erosion.
- Check for broken grates.
- Check weirs and baffles installation (12" min. sump clearance from bottom of structure to

bottom of baffle is required where applicable).

- Check for areas of sunken or deteriorated pavement which may be a sign of a drainage problem.
- Check for modifications to swales and retention areas.
- Check for proper maintenance of swale and retention areas.
- Check flumes.
- Check for alterations to original design and construction of drainage system.
- Check for landscaping which may have been planted over drainage pipes and provide a summary of existing landscaping over drainage pipes.

6.5 EXISTING LANDSCAPING OVER DRAINAGE PIPES

Where there is existing landscaping over drainage pipes, the Engineer shall provide a summary of the existing landscaping on the Engineer's Certification form.

It is the policy of the District not to allow landscaping within SBDD easement areas and over drainage pipes without prior approval. Where landscaping has been placed over drainage pipes within SBDD easement areas (with or without prior approval), the 5-Year Drainage Recertification shall include an inspection and verification that the existing landscaping is not impeding or otherwise impacting the flow of storm water through the drainage pipe. This verification shall be in the form of an approved inspection procedure, witnessed by the District, or certified by a Florida Registered Professional Engineer.

The approved inspection procedure may include one of the following procedures:

- Passage of a high pressure nozzle or jet through the pipe by a qualified Contractor (and witnessed by SBDD). The nozzle must pass through the pipe without stopping or hitting any objects.
- Pump down the drainage system and visually inspect the drainage pipe by lamping the lines in question.
- Video the line and provide a clear, unambiguous video report showing that the drainage line is clear of any obstructions.

Please note that the Engineer does not need to be present during these inspections and may exclude any drainage pipes that fall under this category from his/her certification.

In the event a blockage or obstruction is identified, measures shall be taken to identify the source (ie: damaged pipe, root intrusion, plug, partial plug, sediment, etc.). The obstruction shall be removed and the pipe cleaned as directed by the Engineer and approved by SBDD. The District shall be scheduled to inspect the repairs. If a tree is causing the obstruction, it must be removed.

For major drainage culverts as determined by SBDD, including, but not limited to, lake interconnect culverts, SBDD may impose additional requirements as follows:

- Dive inspection report by a qualified Contractor indicating that there are no root intrusions or other impediments, restrictions, blockages, etc. within the culvert.
- Removal of some or all existing landscaping within the SBDD easement area.
- Installation of a root barrier system.

These additional requirements shall be evaluated and imposed on a case-by-case basis and shall depend upon the unique circumstances that exist at each specific location.

6.6 PAYMENT OF FEES

The O&M Permit fee shall be submitted in conjunction with the permit application submittal. No inspections, reviews, or processing shall be provided by SBDD until receipt of the permit fee.

Chapter 7

PLATS

7.1 GENERAL

All plats of property within the boundaries of the District are subject to review and approval by the District. The District's review shall include:

- A determination that the platted property meets or will meet the District's adopted level of service for drainage and is in compliance with District Criteria and the latest edition of the District's Facilities Report and Water Control Plan.
- A determination if any easement or right-of-way dedications are required.
- Confirm that the proper dedication language is in place.
- Confirm that the proper signature block is in place for SBDD.
- Other drainage related items as deemed appropriate by the District.

7.2 APPLICATION FOR PLAT APPROVAL

All submittals for plat approval shall be accompanied by an application for permit (see Exhibit 4, Development/Redevelopment Permit Application) along with the following documents:

- Two (2) copies of the preliminary plat.
- One copy of the survey for the property.
- Agent authorization.
- Proof of ownership.
- Conceptual paving and drainage plan indicating how the platted property will meet the District's requirements for drainage and water management.
- Drainage calculations.
- Homeowner Association documents, if applicable.
- Plat review fee.

The conceptual paving and drainage plans should be based on the proposed layout of the project so that a determination of easements and rights-of-way dedications required by the District may be determined. If a layout of the project is not available, the District may accept a written conceptual

drainage report that provides at a minimum the following:

- The total project area with a proposed land use breakdown.
- The land use and zoning of the property.
- A statement describing the overall drainage for the site, including the receiving body of water for discharge.
- A statement indicating how any required off-site drainage will be addressed.
- A statement indicating how the required basin storage for the property will be achieved.
- A statement indicating how water quality and pretreatment for the property will be achieved.
- A statement indicating if any drainage related easements will be required and how/when they will be dedicated.

A copy of the plat shall also be submitted to the District's attorney for review and comments. The applicant shall be responsible to pay all associated legal costs for the review of the plat and the District may require a deposit prior to approval and signature of the plat for said legal costs.

The applicant shall not assume that approval of a plat based upon the conceptual paving and drainage plans or a written conceptual drainage report constitutes approval of said plans or report.

7.3 LAKE, EASEMENT AND RIGHT-OF-WAY DEDICATIONS

All lakes, canals, drainage easements, lake maintenance easements, boat ramp easements, lake access easements, drainage/flowage/storage easements and other easements or rights-of-way required by the District to implement the development's drainage and water management system shall be dedicated to the District by plat whenever possible.

If the proposed plat is a perimeter plat, at a minimum, easements and rights-of-way to provide drainage for off-site properties through the platted property must be dedicated to the District by the plat or by separate instrument prior to final permitting by SBDD. Drainage for off-site properties must be maintained until such time as the new drainage system has been constructed and approved by the District.

The foregoing requirement for the dedication of easements or rights-of-way to the District will not preclude the requirement of additional easements, or rights-of-way to be dedicated to the District

upon review of the final development plans by the District Engineer.

Drainage, Flowage and Storage Easements for lakes shall extend from edge of water to edge of water, based on the basin control water elevation. Lake Maintenance Easements shall be landward of the lake area as defined herein and shall be 20-feet in width. Easements/rights-of-way for primary or secondary canals shall extend from top of bank to top of bank. Canal maintenance easements shall extend landward from the top of bank and shall be a minimum of 25 feet in width for primary canals and 20 feet in width for secondary canals. The District may require a canal maintenance easement on both sides of any primary or secondary canal. If a canal maintenance easement is determined to be required on only one side of the canal, then the District may require a minimum of 10 feet for primary canals and 5 feet for secondary canals to be dedicated as additional canal right-of-way or easement. At the option of the property owner, the canal maintenance easement can be added to and included in the canal right-of-way or canal easement dedication.

7.4 DISTRICT SIGNATURE BLOCK ON PLATS

The District's signature block on all plats shall appear as follows:

SOUTH BROWARD DRAINAGE DISTRICT

Prior to development of this property, Owner shall contact the South Broward Drainage District for determination of additional Drainage/Flowage/Storage/Canal Easements or other dedications which may be required by the South Broward Drainage District for drainage purposes.

This plat is hereby approved this _____ day of _____, 20_____.

By: _____
District Director

Date: _____

7.5 APPROVAL PROCEDURE

7.5.1 PRELIMINARY REVIEW

After the preliminary plat has been reviewed, the District shall provide the applicant with written comments that must be addressed prior to the District's approval and signature on the plat. The applicant shall submit a written response to all comments and shall resubmit the final version of the plat for approval by the District. Upon approval of the final plat, the District shall issue a permit for the plat that may include a list of items that need to be completed prior to the issuance of a Paving & Drainage Permit by SBDD for the subject property.

7.5.2 SBDD SIGNATURE APPROVAL

The signature on the plat by the District will not be provided until all revisions and comments have been properly addressed to the satisfaction of the District. A copy of the final plat along with written responses to all District comments must be submitted to SBDD at least two (2) weeks prior to the time that the applicant requires final approval and signature of the plat. The District Attorney and District Board Members are authorized to provide SBDD's signature on the plat on behalf of the District Director.

7.5.3 RE-REVIEW PRIOR TO PLAT RECORDATION

SBDD shall review the plat prior to recordation in accordance with Broward County's new process for the review, approval and recordation of plats (effective 1/26/2015). Broward County shall e-mail a scanned pdf copy of the final plat to SBDD prior to recordation, and will allow 10 days for review and confirmation by the District Director that the plat dedications and easements are consistent with the conditions of SBDD's initial approval.

If the plat is not consistent with SBDD's initial approval, then SBDD shall provide written notice to Broward County listing the deficient dedications or easements and Broward County staff will forward the information to the plat consultant and

coordinate the necessary corrections.

7.6 EASEMENTS FOR DRAINAGE OF ADJACENT PROPERTY

The design of all development projects within the District shall provide for drainage of adjacent properties. The owner of properties being platted must dedicate to the District either by plat or by separate instrument a drainage easement or canal right-of-way of sufficient width to allow adjacent properties the ability to drain through their respective property. This may require an easement(s) for a future connection(s) from adjacent properties to the applicant's internal drainage system and ultimately to the District's primary or secondary canal system. To assist the District Engineer and/or Attorney in determining what, if any, easements are required for the drainage of off-site properties, the applicant shall furnish the District with a map depicting the existing drainage patterns for all adjacent properties. The width of any required easement(s) shall be determined by the District Engineer, based on the design flow from the adjacent properties.

Wherever possible, all properties shall have a direct drainage connection to the District's primary or secondary canal system. In addition, the project engineer shall confirm that the drainage design for the platted property is of sufficient size and capacity to accommodate any and all off-site flows through the property.

7.7 OBJECTIONS TO PLAT REVIEW COMMENTS

Applicants shall provide a written response to all plat review comments. Any objections to the District's comments may be submitted in writing to the District Director for review. If, following the review and determination by the District Director, the applicant still objects, the applicant may request that these objections be submitted to the District's Board of Commissioners for review and consideration. In this event, a statement of the objections and any requested backup to support the applicant's objections shall be submitted to the District Director at least ten (10) days prior to the District's regular monthly Board meeting for consideration by the District's Board of Commissioners.

7.8 ADDITIONAL DEDICATIONS AND RESTRICTIONS

All plats shall contain the following note to be included in the dedication language of the plat:

"No improvements, trees or encroachments including utilities (except for overhead power, cable or telephone lines with a minimum 25 foot clearance) or landscaping are allowed within easements dedicated to the South Broward Drainage District without the approval of and a permit from the South Broward Drainage District. It is the intent of this provision that all utilities (except for overhead power, cable or telephone lines with a minimum 25 foot clearance) proposed to be constructed within utility easements that cross or coincide with easements dedicated to the South Broward Drainage District must be reviewed and permitted by South Broward Drainage District."

7.9 PLAT PERMIT EXPIRATION

All permits issued for plats shall expire eighteen (18) months following the issuance of the said permit. If the plat has not been recorded prior to the expiration of the permit, the applicant shall be required to apply for a new permit for plat approval, accompanied by the appropriate application fee. Requests for permit extensions up to six (6) months may be granted by the District Director.

7.10 COPY OF THE RECORDED PLAT

Within ten (10) days of the recordation of the plat, the applicant shall provide the District with an electronic copy and a paper copy of the recorded plat, and any such other copies as requested by the District.

Chapter 8

LANDSCAPING

8.1 GENERAL

It is the general policy of the District to restrict the use of landscaping within District rights-of-way or easements or within 20 feet of any water body as measured from the control elevation. It has been determined by the District that the placement of certain types of landscaping within the District's rights-of-way, easements or reservations may be detrimental to the storage or flowage of stormwater throughout the District and may cause damage to the District's facilities or impede the District's ability to properly maintain its facilities. In addition, property owners should be aware that certain landscaping is protected under the rules of Broward County and local municipalities, and certain approvals may be required prior to the removal of any landscaping required by the District. The property owner shall be responsible for all costs associated with obtaining any necessary approvals to remove such landscaping.

8.2 LANDSCAPING IN DISTRICT RIGHTS-OF-WAY

The District may remove any landscaping that is deemed to be detrimental to the flow of water or the storage of water, or which may impede the District's ability to maintain a water body, culvert, structure, etc., or which the District determines has the potential to cause damage to its facilities. If the District determines that landscaping placed within a right-of-way or easement is detrimental to the District's facilities, the District shall have the authority to remove said landscaping at the District's cost within thirty (30) days of notifying the affected property owner of its intentions.

The District may also require that any property owner, or agency where landscaping has been placed in a District right-of-way or easement area without proper approval be required to remove said landscaping at their cost. In these cases, the District shall notify the affected property owner or agency and allow thirty (30) days for the landscaping to be removed. Should the landscaping not be removed within the thirty (30) day period, the District shall have the authority to remove said landscaping; and the cost associated with the removal shall be the responsibility of the property owner or agency responsible for the landscaping.

8.3 LANDSCAPING IN EASEMENTS OR RIGHTS IN RESERVATIONS

Any landscaping located within easements or rights in reservations without a proper permit shall be the responsibility of the fee simple owner of the property to remove. If it is determined by the District that landscaping within an easement or rights in reservations restricts the flow of water or the storage of water or restricts the District's use of the easement or rights in reservations, the District shall instruct the property owner, by written notification, to remove the landscaping and allow thirty (30) days for the said removal. If the property owner does not remove the landscaping within the thirty (30) day period, the District shall have the authority to remove the landscaping; and the cost of said removal shall be the responsibility of the property owner.

8.4 PAYMENTS TO DISTRICT FOR LANDSCAPING REMOVAL

After a property owner has been given the appropriate time to remove landscaping (30-day minimum) and has failed to do so, and the District has subsequently removed any landscaping that the property owner had been provided an opportunity to remove, the District shall submit a bill to the property owner for the costs incurred by the District. If the costs are not paid to the District in full within thirty (30) days after said notice has been mailed to the property owner, the District shall place a lien on the property owner's property by filing a claim of lien in the Broward County Clerk's Office. Said lien is to include all costs incurred by the District including attorney costs associated with having to place a lien on the property and in foreclosing on the lien. A copy of the lien will be mailed to the property owner, and if not paid within thirty (30) days after mailing, the attorney for the District will commence foreclosure proceedings to recover all costs incurred by the District, including attorney costs.

8.5 APPROVAL BY DISTRICT TO PLACE LANDSCAPING IN EASEMENTS OR RIGHTS-OF-WAY

Notwithstanding the foregoing, a property owner or agency may request approval from the District to plant landscaping within a District easement or right-of-way. The applicant shall submit a landscape plan and permit application to the District for approval. The property owner or agency shall enter into an agreement with the District that indemnifies and holds harmless the District from any and all damage that may be caused by the landscaping and any and all damage that the District may cause to

said landscaping. The property owner or agency shall be responsible at all times for the maintenance of the landscaping to the satisfaction of the District. If the District requires the use of the property on which the landscaping is planted, the property owner or agency that planted the landscaping shall promptly remove it upon request of the District. If the landscaping is not removed within 30 days notice by the District, the District shall have the authority to remove the landscaping; and the property owner shall be responsible to the District for the cost of the removal. Furthermore, the District shall not be responsible for any damage caused during the removal.

The District shall restrict the types of landscaping that may be planted within easement or right-of-way areas where drainage culverts are existing, or may be located in the future. In no cases shall large shade trees or landscaping with deep, penetrating root systems be permitted within easement or right-of-way areas designed for drainage culverts. In addition, coconut palm trees are not permitted within lake maintenance easements or canal maintenance easements or within 20 feet of any water body. All landscaping placed within SBDD easement areas or rights-of-way shall be installed in accordance with Exhibit 31.

8.6 REMOVAL OF LANDSCAPING BY THE DISTRICT

Notwithstanding the foregoing provisions, the District reserves the right to remove, without notice, any landscaping or portion of landscaping that the District Director or District Engineer determines must be removed in order to maintain drainage within the District, protect property within the District, or to protect the health, safety or welfare of the residents of the District.

The District does not assume and specifically disavows any liability for any damage that may be caused by any landscaping which falls within or outside rights-of-way, easements or rights in reservations located within the District's boundaries.

Chapter 9

VARIANCES AND APPEALS

9.1 GENERAL

1. The Board of Commissioners, at their discretion and as herein provided, may grant a variance to the Regulations, Standards, Procedures and Criteria of the District.
2. The District Director shall have the authority to grant approvals of minor deviations or variations from District Criteria without approval by the Board of Commissioners provided that the proposed deviation or variation is within a reasonable tolerance and will have a negligible impact on the District's operations and maintenance as determined by the District Engineer and District Director.
3. Any person seeking a variance must file a written request for a variance with the District Director, complete a Variance Application Information Form (see Exhibit 7) and pay a \$125.00 Variance Request Application Fee and a deposit for legal fees and costs, as determined by the District Director.
4. Prior to being scheduled on the SBDD Board agenda, the applicant must attend a Variance Review Committee (VRC) meeting at the District offices. The purpose of the VRC meeting will be to evaluate the proposed variance request and determine if there are any alternatives that can minimize the nonconformance or can eliminate the need for a variance.
5. The applicant shall demonstrate that the following prerequisites for the granting of a variance have been met:
 - a) The existing conditions and circumstances are not the result of the actions of the applicant or his/her agents.
 - b) Special conditions and circumstances affecting the land, building or structure for which the variance is being sought.
 - c) Strict application of the provisions of the District's Criteria would deprive the applicant of reasonable use of said land, building or structure and that a genuine hardship exists. However, previously granted variances shall not be considered grounds for issuance of a variance.
 - d) The proposed variance is in harmony with the general purposes of the District's

- Charter and is not contrary to the public interest, health, safety, or welfare, taking into account the drainage characteristics of the surrounding properties.
- e) The proposed variance is the minimum variance that will make possible the reasonable use of the land, building or structure with no adverse impacts on the District's ability to perform its duties under its Charter.
 - f) The proposed variance will not hinder or otherwise alter the ability of SBDD to maintain and/or operate SBDD facilities.
6. The submittal of a Variance Application and required back-up documentation does not guarantee approval of the Variance Application by the SBDD Board, regardless of the recommendation(s) of the VRC. The SBDD Board reserves the right to deny or approve any Variance Application based on the individual merits of each application.

9.2 VARIANCE

1. The Board of Commissioners shall not grant any variances or make any decisions, findings and determinations unless it first determines that:
 - a) The variance granted is the minimum variance that will accomplish the purposes of this section, and that the alleged hardship is not self-created by any person having an interest in the property nor is it the result of a disregard for or ignorance of the District's Regulations, Standards, Procedures and Criteria.
 - b) Its decision and action is in harmony with the general purposes of the District's Charter and is not contrary to the public interest, health, safety, or welfare, taking into account the drainage characteristics of the surrounding properties.
2. The applicant shall submit eleven (11) copies of the following documents with their written request for a variance, unless otherwise waived by the District Director:
 - a) A signed & sealed survey of the property dated within 30 days of submittal that includes a sketch & legal description and shows all easements, and rights-of-way. If the property fronts a water body, the survey shall clearly show the location and dimensions of the top of bank and edge of water at the time of the survey. If the encroaching structure is existing, it shall be denoted as such on the survey, and shall include dimensions and/or ties to the property lines and easement lines. The survey shall also depict the location of the basin control

- elevation line on the lake and/or canal.
- b) A sketch or drawing of the encroaching structure (existing or proposed), if applicable. Said sketch shall show the amount of encroachment and adequate details, cross-sections, etc. depicting the method of construction.
 - c) Photos of the property that depict the area in question and the potential impacts of the variance request.
 - d) Letter of authorization from the Home Owners Association (HOA) in which the property is located, if applicable.
 - e) Other information as may be requested or required by the District Director or by the Board of Commissioners to properly evaluate the request.
3. If the variance request is granted, the applicant, his successors, and assigns, shall enter into an Indemnification and Hold Harmless Agreement which indemnifies and holds harmless the District of and from any and all damages which occur as a result of the variance request being granted.
 4. The applicant shall be required to pay the cost of all legal fees and costs associated with the variance request, including, but not limited to, the preparation and recording of the Indemnification and Hold Harmless Agreement. This includes any additional legal fees and costs above and beyond the deposit for legal fees.
 5. Upon approval of the variance, the applicant shall:
 - a) Apply for a permit, if applicable.
 - b) Execute the Indemnification and Hold Harmless Agreement.
 - c) Pay all fees associated with the variance, including legal fees, permit fees and recording fees.

9.3 APPEALS

Appeal of the District Engineer's interpretation of District Criteria or permit application, shall be submitted in writing to the District Director in the form of a Variance Application to be heard before the Board.

Chapter 10

PERMITTED USES WITHIN LAKES, CANALS, OTHER WATER BODIES AND EASEMENT AREAS

10.1 GENERAL

Any use of a lake, canal, or other water body or District Easement within the jurisdictional boundaries of the District shall be limited and restricted as outlined within this Section. A permit shall be obtained from the District prior to the construction of any docks, decks, boat storage areas, electrical installations, bulkheads, seawalls, fences, pavers/patios, sprinkler intake lines larger than 2", etc. within the easements, lakes, canals, other water bodies or water management areas of the District. The District will review each application on its own merits and determine its impact on the water management works of the District. The applicant shall submit a current sealed survey of the property with each application. The survey shall indicate the existing edge of water, easements, drainage structures, horizontal and vertical location of the control elevation and top of bank and all necessary topography. Along with the survey, the applicant shall submit a copy of the property owner's recorded warranty deed, a homeowners association authorization letter, where applicable, and the associated permit fee. An Indemnification and Hold Harmless Agreement will be required with all applications for docks, decks, fountains/aerators, electrical installations, pavers/patios, bulkheads/seawalls, landscaping and sprinkler intake lines larger than 2 inches in diameter. For all improvements requiring an Indemnification Agreement, engineering drawings shall be submitted on 11 inch x17 inch paper or smaller. The proposed improvement(s) shall be dimensioned and located on the survey in relation to the property lines.

10.2 LAKES AND WATER BODIES

The use of all water bodies within the jurisdictional boundaries of the District shall be strictly limited to drainage, storage, retention, and flowage unless otherwise noted within this Regulations, Standards, Procedures and Design Criteria Manual. Water bodies shall include all lakes, canals, ponds, wetland mitigation areas, and channels that hold water, or are designed and intended to hold or convey water, for the purposes of water management and drainage.

The use of gasoline powered motors/engines on boats or personal water craft is strictly prohibited within District water bodies, except for use by District staff for maintenance and operational purposes, by law enforcement agencies for relevant and appropriate purposes, or by an approved, private lake maintenance company. Furthermore, gasoline, motor oil or other flammable liquids shall not be stored in any District easement area.

The following rules shall apply to all boats and personal water craft:

- The use of non-motorized boats or personal water crafts such as canoes, sail boats, kayaks, paddle boats, etc. shall be permitted within District water bodies, unless otherwise prohibited by municipal, neighborhood, community or other regulations.
- The individual(s) who operates a boat or personal water craft within the District shall be solely and completely responsible for the proper use and safety of said boat or personal water craft. Furthermore, the District shall not be liable for any damages, to either one's person or property, resulting from an individual's use of a boat or personal water craft within the jurisdictional boundaries of the District.
- All boats and personal water craft shall be properly secured at all times.
- The District shall have the right to remove any boat or other personal water craft that becomes dislodged or is otherwise unsecured within a water body in the District's jurisdictional boundaries. Furthermore, the District will not be liable for any damage caused to a boat or other personal water craft resulting from the District's efforts to remove the boat or personal water craft from the water body.
- The use of the District's boat ramps by anyone other than District staff, law enforcement personnel, or an approved, private lake maintenance company is prohibited.
- No boats or personalized water craft in excess of 18 feet in length shall be stored on lakes or Lake Maintenance Easements.

No property owner, company, corporation, limited partnership, etc. shall have the right to use a District owned water body for any monetary or other personal gain without prior approval from the

District Board of Commissioners.

The District may allow private, lake maintenance companies to access lakes and other water bodies within the District for purposes of maintenance and/or treatment of aquatic vegetation, provided that the private, lake maintenance company is properly registered with the District. Any private, lake maintenance company performing work within the jurisdictional boundaries of the District shall be properly licensed and insured to perform such work, and shall provide copies of their current license and insurance to the District. Before commencing maintenance or treatment of aquatic vegetation as provided herein, the applicator shall complete and submit to the District the "Private Aquatic Plant Applicator's Registration Form", a copy of which is included in this Manual as Exhibit 43.

Private beaches shall not be permitted within District easement areas. Public beach areas may be permitted upon approval by the District Board, and execution of an Indemnification and Hold Harmless Agreement.

10.3 DOCKS

Docks may be floating or fixed and shall only be constructed within lakes that are approved for said docks by the District. A complete engineering design for floating or fixed docks shall be submitted to the District for review. Docks will not be permitted in primary or secondary canals or in water bodies that are less than 100 feet in width. Docks shall not extend more than 20 feet into the lake as measured from the waters edge at the basin control elevation. The maximum width of docks shall be 20 feet, but in no case shall the surface area be greater than 200 square feet. The lowest member of fixed docks shall be a minimum of 2 feet above the basin control elevation. There shall be no electric service allowed on docks that are permitted by the District. There shall be no more than one (1) dock per lot. Docks shall have no walls or overhead attachments but may include railings. Docks shall not encroach into the side yard setback for primary structures located on the property, extended to the waterline. Wood docks shall be constructed of pressure treated lumber with galvanized, stainless steel or other corrosion resistant hardware.

Floating docks shall be allowed providing that they meet the criteria of fixed docks as related to setbacks and dimensions. The submittal shall include the design of the dock, the construction detail and the proposed mooring system. Details shall also be submitted that indicate the shoreline treatment and what provisions are included that allow for changes in water elevation.

10.4 DECKS

A deck is a structure constructed on the land side of the basin control elevation water line with no walls or overhead attachments. However, railings may be included as part of the structure. Decks as defined herein may only be permitted adjacent to a lake on which the Board and/or the Director has approved the installation of the structures. When decks are approved adjacent to a lake, they may cover no more than twenty-five percent (25%) of the rear yard area of the lot or property that is located between the side property line setbacks. Decks shall not be constructed within the side property line setback area. Approvals or permits shall not be issued for decks that interfere with the normal operation and maintenance of the District's water body or water management system. All deck construction shall comply with the applicable governmental codes and standards. No electric service is permitted on the portion of the deck in the lake maintenance easement.

10.5 SHORELINE PROTECTION

All shoreline protection including bulkheads and seawalls shall have approval from the District prior to construction. No seawall or bulkhead shall be constructed beyond the horizontal location of the basin control elevation or beyond the property line. A complete sealed survey shall be submitted with the application that indicates the property line, the location of waters edge, the location of the water control elevation, the location of the lake deep cut line, and the location of the top of bank. The purpose of bulkheads or seawalls shall be to prevent erosion and not to fill the property and create more land. No seawalls or bulkheads will be permitted that interfere with the District's water management facilities, and no seawall or bulkhead shall have a cap elevation greater than 18 inches above the basin control elevation. Shoreline protection may also include sheet piling, rip-rap, rubble rip-rap, fabricform (aka: concrete mat), geo-tubes (aka" filter tubes), filter fabric/geo-synthetic material, fill restoration, and re-grading and re-sodding.

10.6 FENCES

All fences that encroach into an easement or water management area of the District will require a permit from the District prior to installation.

Fences that encroach into lake maintenance easements shall be chain link type material, aluminum, or PVC and shall be picket or rail type with no visual barriers or obstructed panels. No wooden fence material is allowed within a lake maintenance easement, unless otherwise approved by the District. The District recommends that fences that are installed perpendicular to a lake maintenance easement encroach a minimum of 12 feet (measured from the top of the easement toward the water).

It is also recommended that a 12 foot gate or removable panel be installed in this location. There are specific situations where the District will require a 12 foot access gate. A minimum 42 inch wide access gate is required in all fences that are within lake maintenance easements and running parallel to the waters edge.

The District may allow the installation of wooden fence material in lake maintenance easement areas on a case-by-case basis, and in all cases it must be determined that the wooden fence will not obstruct the view of the water body from adjacent properties and that the wooden fence is needed to provide additional screening from an adjacent roadway.

Fences running perpendicular to a drainage easement and not encroaching into a lake maintenance easement may be constructed of chain link type material, wood, PVC or aluminum and shall have a minimum 48 inch access gate in that portion of the fence that crosses the easement. Board-on-board and shadowbox fences in drainage easements intended to be used as a drainage swale shall be constructed a minimum of 2 inches above the existing ground. Fences must not hinder the flow of water in an easement or maintenance access to any drainage structure. The permittee is responsible for the maintenance of the improvement. No fences shall be allowed within primary canal easements.

10.7 SPRINKLER INTAKE LINES

Sprinkler lines cannot be installed over drainage pipes or boat ramps. The slope of the sprinkler

intake line shall follow the slope of the bank to a depth of 4 feet below the basin control elevation. Permittee is responsible for the maintenance of the improvement. Sprinkler intake line floats, if required, must be 16 feet from edge of water and may not exceed 12 inches in diameter. Floats must not be made of metal.

Individuals applying for sprinkler lines larger than 2 inches, must obtain a Water Use Permit from the South Florida Water Management District. Permittee is responsible for the maintenance of the improvement.

10.8 BOAT STORAGE AREAS

Boat Storage Areas (BSA) shall only be constructed above the basin control elevation. No walls or railings are permitted. BSA shall not exceed ten (10) feet in any dimension. No more than one (1) BSA shall be permitted on any lot. All BSA must be constructed at the same slope and top elevation as the adjacent ground. BSA may be constructed of brick pavers or poured concrete. Gravel, sand or similar materials shall not be acceptable. BSA may not be constructed in drainage easements or in side property line setback areas. No electric service is permitted within a BSA. Gasoline, motor oil or other flammable liquids shall not be stored in a BSA or in any SBDD easement area.

10.9 ELECTRICAL INSTALLATIONS

Electrical installations shall be permitted within SBDD Lake Maintenance Easement (LME) areas under the following conditions:

- Install a disconnect switch, painted red, mounted on a 5-foot high concrete column at the edge of the easement. This switch must cut power to all electric within the LME area.
- All circuits shall be protected with GFCI circuit breakers.
- All wire shall be installed in rigid PVC conduit, buried a minimum of 36 inches below grade.
- Commercial, marine grade products shall be used.
- All work shall be designed by a Florida Registered Professional Engineer or Architect.
- All work shall be permitted and installed by a licensed electrical Contractor (not the home owner).

- A permit from SBDD is required.

Electrical installations shall not be permitted within any other SBDD easement areas. Low voltage and solar powered decorative lighting may be approved within LMEs without a SBDD permit.

10.10 PAVERS/PATIOS

Brick pavers and concrete patios shall be permitted to extend a maximum of 4 feet into a Lake Maintenance Easement (LME) or a Drainage Easement, provided that the slope of the pavers/patios meets SBDD approval. No screen enclosures or overhead structures shall be permitted within the 4-foot easement encroachment area. A permit from SBDD to construct brick pavers and concrete patios in a SBDD easement is required.

Additional encroachments into a LME area may be authorized by the District Director provided that a minimum of 16 feet is maintained from the outside edge of the pavers/patio to the edge of water (as measured from the CWE).

The slope of the LME beyond the pavers/patio shall not be altered, and if necessary, a retaining system shall be constructed to maintain the existing slope.

10.11 LANDSCAPING

All District easement areas shall be kept free of trees, shrubs, hedges and other landscaping unless approved by the District. The District may allow existing landscaping to remain in District easement areas where drainage culverts are located, provided that the property owner verifies that the landscaping is not adversely impacting the drainage culvert. This verification shall be in the form of an approved inspection procedure, witnessed by the District, or certified by a Florida Registered Professional Engineer, and shall be completed as part of the 5-year re-certification of the drainage system. See Chapter 4 for additional information on Easements, Dedications and Maintenance Responsibilities and Chapter 8 for additional information on Landscaping. A permit is required for landscaping to be planted in LMEs and a Hold harmless & Indemnification Agreement is required.

Chapter 11

RESIDENTIAL PERMITS

11.1 GENERAL

A Residential Permit shall be required for any improvements within an SBDD easement area located within a residential property. Easement areas shall include Drainage Easements, Lake Maintenance Easements, Boat Ramp Easements, Canal Easements, Canal Maintenance Easements, Lake Easements, and Drainage Flowage and Storage Easements. In addition, any improvement over, across or within a water body located within a residential property shall require a Residential Permit from the District. Refer to Chapter 10 for permitted uses within water bodies and easement areas.

11.2 RESIDENTIAL PERMIT SUBMITTALS

Refer to Exhibit 8 for the SBDD Residential Permit Application and Exhibit 11 for a checklist of the documents that are required for a residential permit submittal. No residential permits shall be processed until all required documentation has been received.

Residential Permits shall be divided into two classes as follows:

Class 1 Permits – Residential Permits for fences, sprinkler intake lines less than 2” in diameter and boat storage areas (BSA).

Class 2 Permits – Residential Permits for docks, decks, shoreline protection, sprinkler intake lines greater than 2” in diameter, brick pavers, concrete surfaces, fountains, aerators, electrical and landscaping.

For all Class 2 Residential Permits, the property owner(s) shall be required to enter into a Indemnification and Hold Harmless Agreement with the District prior to the issuance of the permit. A copy of SBDD’s standard Indemnification and Hold Harmless Agreements for residential properties is shown in Appendix E.

11.3 RESIDENTIAL PERMITTING PROCEDURES

Upon receipt of a Residential Permit Application and all required documentation, SBDD will begin to process the residential permit. The District will make every effort to process all Residential Permits within 10 days of receipt of the permit application and all required documentation.

See Exhibit 14 for a flow chart depicting the processing of a SBDD Residential Permit, and refer to Chapter 13 for the fee schedule for residential permits (Schedule 2).

Chapter 12

LEVEL OF SERVICE REQUIREMENTS FOR PROPERTIES LOCATED IN THE TOWN OF SOUTHWEST RANCHES

12.1 GENERAL

All individual properties located within the Town of Southwest Ranches shall be required to meet a minimum Level of Service (LOS) for drainage and stormwater management. For properties that are part of a master drainage and stormwater management system, the LOS shall be in accordance with the latest edition of the District's Facilities Report and Water Control Plan and associated permit from SBDD and SFWMD. For all other properties, the LOS shall be in accordance with the Town's Comprehensive Plan and the provisions of this section; and those property owners shall be required to execute a Surface Water Management Designation and Declaration of Restrictive Covenants Document as shown in Appendix F.

In addition, the District may perform plan reviews for projects and building permits within the Town of Southwest Ranches for compliance with the required LOS standards for drainage as stated in the Town's Comprehensive Plan and the provisions of this section.

12.2 REQUIRED LEVEL OF SERVICE

For all lots, the District will require the property owner to dedicate a Surface Water Management Area (SWMA) of not less than twenty percent (20%) of the property, or equivalent area. This SWMA will be utilized for the storage of stormwater runoff. The property owner is not permitted to fill this SWMA or construct or place any permanent improvements within said SWMA. In addition, the District may require the owner of the lot to dedicate additional easements as determined necessary by the District.

The 20% area shall be based on an average topographic elevation of 5.0' NGVD, and a storage volume from elevation 5.0' NGVD to elevation 8.0' NGVD. The equivalent SWMA shall provide

an equivalent storage volume up to elevation 8.0' NGVD.

All other required LOS for drainage shall be in accordance with the latest edition of the District's Facilities Report and Water Control Plan; and associated permits from SBDD and SFWMD; and the Town's Comprehensive Plan.

12.3 APPLICATION FORM AND PROCEDURE

Property owners requiring a LOS review by the District shall submit an application to District and pay all applicable fees and costs. For LOS reviews of permit applications for single-family residential developments, the applicant shall pay the District a review fee of \$35.00. In addition, the applicant shall be responsible for the payment of all engineering and legal costs incurred by the District to review the permit application and accompanying data.

For all other developments and permit applications, the District's standard permit fees shall apply.

In addition to the LOS determination, the District shall review all properties for a determination of any rights-of-way or easements required by the District for drainage purposes as stated herein. All easements and rights-of-way required by the District for drainage purposes shall be dedicated to the District, prior to the issuance of any approvals or permits by the District.

12.4 RECORDING FEES

The applicant shall be responsible for the payment of all recording fees for LOS reviews as charged by Broward County.

Chapter 13

FEES

13.1 GENERAL

It is the policy of the District to collect fees for all projects located within the boundaries of the District. Fees are collected for paving and drainage permits, utility permits, lake excavation permits, 5-Year Drainage Re-certifications (O&M Permits), residential permits, Permits for Use of District Property, Levels of Service, plats, plan reviews, variances, vacations and releases, and other functions of the District as established by the Board of Commissioners (hereinafter referred to as “submittals”). All fees are established to help the District defray the cost of enforcing the rules and criteria of the District as established by the District Charter and this Criteria Manual. It is recommended that the applicant consult with the District to verify the amount of any appropriate permit fee.

Fees for Development and Redevelopment application submittals shall be in accordance with the Permit Fees – Schedule 1. The District Director reserves the right to waive permit fees for governmental agencies; however, in all cases, a minimum review fee of \$250.00 shall be required.

Fees for Residential application submittals shall be in accordance with the Permit Fees – Schedule 2. The District Director reserves the right to reduce or waive permit fees for residential permits based upon individual and unique circumstances.

Permit Fees - Schedule 1

Paving & Drainage / Lake Excavation Fees

Site Plan Review / DRC:	\$ 250.00
Construction Permit Fees:	
<u>Property Size (ac.)</u>	
0 - 49.9	\$ 500.00 + \$ 100.00 / ac. over 2 ac.
50 +	\$ 5,500.00 + \$ 50.00 / ac. over 50 ac.
Dewatering Permit:	\$ 500.00
Inspection Fees:	Included in cost of permit
Re-Inspection Fees:	\$ 100.00
Dive Inspection / Video Inspector	Cost Recovery
Permit Modifications / Plan Revisi	\$ 250.00 plan review **
Permit Extension:	\$ 100.00
Transfer of Permit:	\$ 100.00
Residential Driveway Culvert:	\$ 300.00 *

Operation & Maintenance Permit Fees

Base Fee:	\$ 200.00 plus
Drainage Structures:	
1 - 10	No additional fee
Over 10	\$ 5.00 each
Outfalls / Control Structures:	\$ 25.00 each
Pollutant Retardant Basins (PRBs):	\$ 10.00 each
Transfer of Permit:	\$ 100.00

Plats

<u>Property Size (ac.)</u>	
0 - 49.9	\$ 400.00 + \$ 50.00 / ac. over 2 ac. *
50 +	\$ 3,000.00 + \$ 25.00 / ac. over 50 ac. *

Land Use Plan Ammendments (LUPAs)	\$ 500.00 *
--	-------------

* Additional attorney costs and recording costs may apply.

** Costs of residential fees include the cost of a permit placard (if applicable) and any recording costs unless noted otherwise.

Easement Vacation / Reservation Releases / Variances

Easement Vacations:	\$ 250.00 per easement *
Release of Canal Reservations:	\$ 250.00 per release *
Variance Requests:	\$ 250.00 *

Use of District Property/Easements

Utility Permits	\$ 250.00 ***
R.O.W. or Easement User Fee	\$ 250.00 / Mile or fraction thereof *
Sign Permits	\$ 125.00 *
Temporary Use Permits	\$ 125.00 *
Fence	\$ 100.00 *
Sprinkler Intake Lines	
≤ 2" in diameter	\$ 75.00 *
> 2" in diameter	\$ 150.00 *
Docks	\$ 175.00 *
Decks	\$ 175.00 *
Shoreline Protection	\$ 175.00 *
Fountain / Aerator	\$ 250.00 *
Electrical	\$ 175.00 *
Landcaping	\$ 125.00 *

Additional Fees

Recording Costs:	Actual Cost
Attorney Costs:	Cost Recovery
Outside Engineering Reviews and Costs:	Cost Recovery
Copy Fees:	\$0.25/Copy
CD/DVD:	\$25.00/Disk
Plan Reproduction:	Cost Recovery

* Additional attorney costs and recording costs may apply.

** Costs of residential fees include the cost of a permit placard (if applicable) and any recording costs unless noted otherwise.

Permit Fees - Schedule 2

Use of District Property / Easements

New Permits:

Fences	\$ 100.00
Sprinkler Intake Lines	
≤ 2" in diameter	\$ 75.00
> 2" in diameter	\$ 150.00
Docks	\$ 175.00
Decks	\$ 175.00
Shoreline Protection	
Rip-Rap, Sheet Piling	\$ 175.00
Geo-Tube, Gabion Basket, Fabric-Formed	\$ 150.00
Boat Storage Areas (BSA)	\$ 100.00
Brick Pavers / Concrete	\$ 175.00
Fountain / Aerator	\$ 250.00
Electrical	\$ 175.00
Landscaping	\$ 125.00

Permit Modification:

Less than 30 days from issue date	No Charge
After 30 days	\$ 25.00

Permit Extension: \$ 25.00

Replacement Placard: \$ 25.00

Additional Improvements: \$ 50.00

Re-inspection Fees: \$ 35.00

No Permit Required (NPR) Letters: No Charge

Pool Review \$ 50.00

Building Permit Review and Approval Stamp \$ 50.00

Variance Requests \$ 250.00 *

* Additional attorney costs and recording costs may apply.

** Costs of residential fees include the cost of a permit placard (if applicable) and any recording costs unless noted otherwise.

Level of Service Review

Application / Review Fee:	\$ 50.00
Dedication of Surface-Water Management	Cost Recovery for Recording

Additional Fees

Release of Existing Easements:	\$ 250.00 per easement
Release of Surface-Water Management Areas:	\$ 100.00
Recording Costs:	Cost Recovery
Attorney's Fees:	Cost Recovery
Copy Fees:	\$0.25/Copy
CD/DVD:	\$25.00/Disk

* Additional attorney costs and recording costs may apply.

** Costs of residential fees include the cost of a permit placard (if applicable) and any recording costs unless noted otherwise.

**SOUTH BROWARD DRAINAGE DISTRICT
CRITERIA MANUAL**

EXHIBITS

LIST OF EXHIBITS

General

- Exhibit 1 District Boundary Map and Major Facilities
- Exhibit 2 District Drainage Basins Map
- Exhibit 3 Summary of SBDD Basin Characteristics

SBDD Permit Applications

- Exhibit 4 SBDD Development/Redevelopment Permit Application
- Exhibit 5 SBDD Utility Permit Application
- Exhibit 6 SBDD 5-Year Operations and Maintenance Permit Application
- Exhibit 7 SBDD Variance Application
- Exhibit 8 SBDD Residential Permit Application

Checklists

- Exhibit 9 Checklist - Paving & Drainage Permit Applications
- Exhibit 10 Checklist - As-Built Submittals
- Exhibit 11 Checklist - Residential Permit Applications
- Exhibit 12 Checklist – Level of Service (LOS)/Surface Water Management Area (SWMA) Applications

Flow Charts

- Exhibit 13 Flow Chart for Development/Redevelopment Permitting Process
- Exhibit 14 Flow Chart for Residential Permitting Process
- Exhibit 15 Flow Chart for 5-Year Drainage Recertification Process

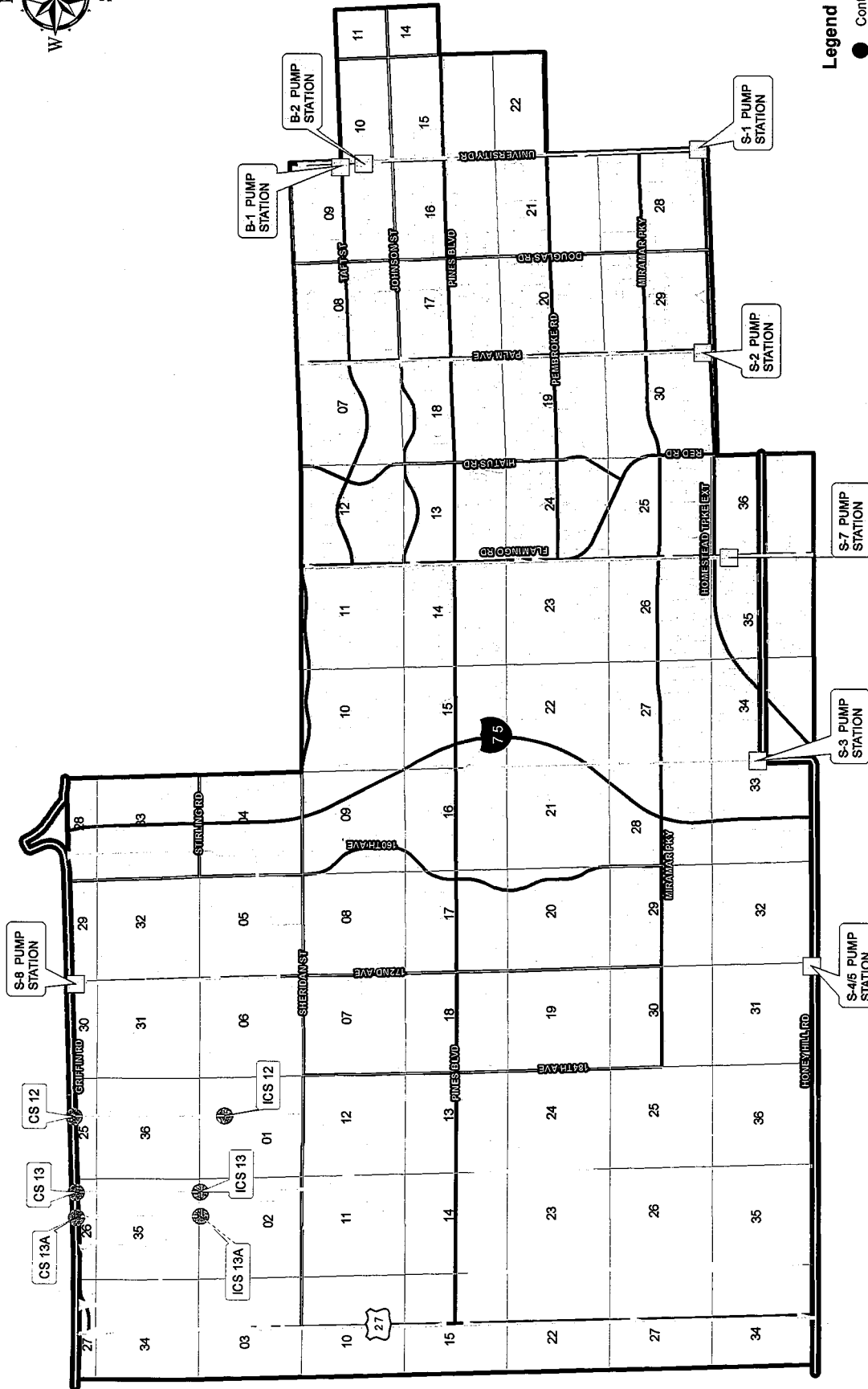
SBDD Standard Details

- Exhibit 16 SBDD Standard Detail Sheet
- Exhibit 17 General Notes
- Exhibit 18 Typical Lake Cross Section and Lake Maintenance Easement
- Exhibit 19 Typical Design Section for Primary Canals and Canal Maintenance Easements
- Exhibit 20 Typical Design Section for Secondary Canals and Canal Maintenance Easements
- Exhibit 21 Outfall Detail With Headwall
- Exhibit 22 Outfall Detail Without Headwall
- Exhibit 23 Precast Drainage Structure Detail
- Exhibit 24 Typical Pipe Trench and Bedding Detail
- Exhibit 25 Lake and Canal Interconnect Trench and Bedding Detail
- Exhibit 26 Fabric Form Revetment/Endwall Stabilization Detail
- Exhibit 27 Exfiltration Trench Detail
- Exhibit 28 Pollution Retardant Baffle Detail
- Exhibit 29 Concrete Jacket Detail
- Exhibit 30 Boat Ramp Detail
- Exhibit 31 Typical Landscape Detail

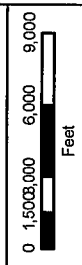
- Exhibit 32 Fish Guard Detail
- Exhibit 33 Typical Design Section with Muck Divider for Lakes/Water Bodies
Adjacent to Mitigation Areas and Behind Residential Lots
- Exhibit 34 Typical Design Section with Stabilized Divider for Lakes/Water Bodies
Adjacent to Mitigation Areas and Behind Residential Lots
- Exhibit 35 Bridge Crossing Detail
- Exhibit 36 Overhead Utility Crossing Detail
- Exhibit 37 Utility Crossing Detail - Aerial and Subaqueous
- Exhibit 38 Typical Residential Culvert Crossing Detail
- Exhibit 39 As-Built Lake Section Detail
- Exhibit 40 Revetment Basin Detail

Miscellaneous

- Exhibit 41 Florida Department of Transportation Zone 10 - 3 Day Rainfall Intensity
Data
- Exhibit 42 Irrevocable Letter of Credit
- Exhibit 43 Private Aquatic Plant Management Applicators Form
- Exhibit 44 Bailey Drainage District Ordinance N^o. 80-3



- Legend**
- Control Structures
 - Pump Station
 - SBDD Canals
 - ▭ SFWMD Canal
 - ▭ SBDD Boundary
 - ▭ Sections
 - ▭ SBDD Boundary



SOUTH BROWARD DRAINAGE DISTRICT
DESIGN CRITERIA MANUAL

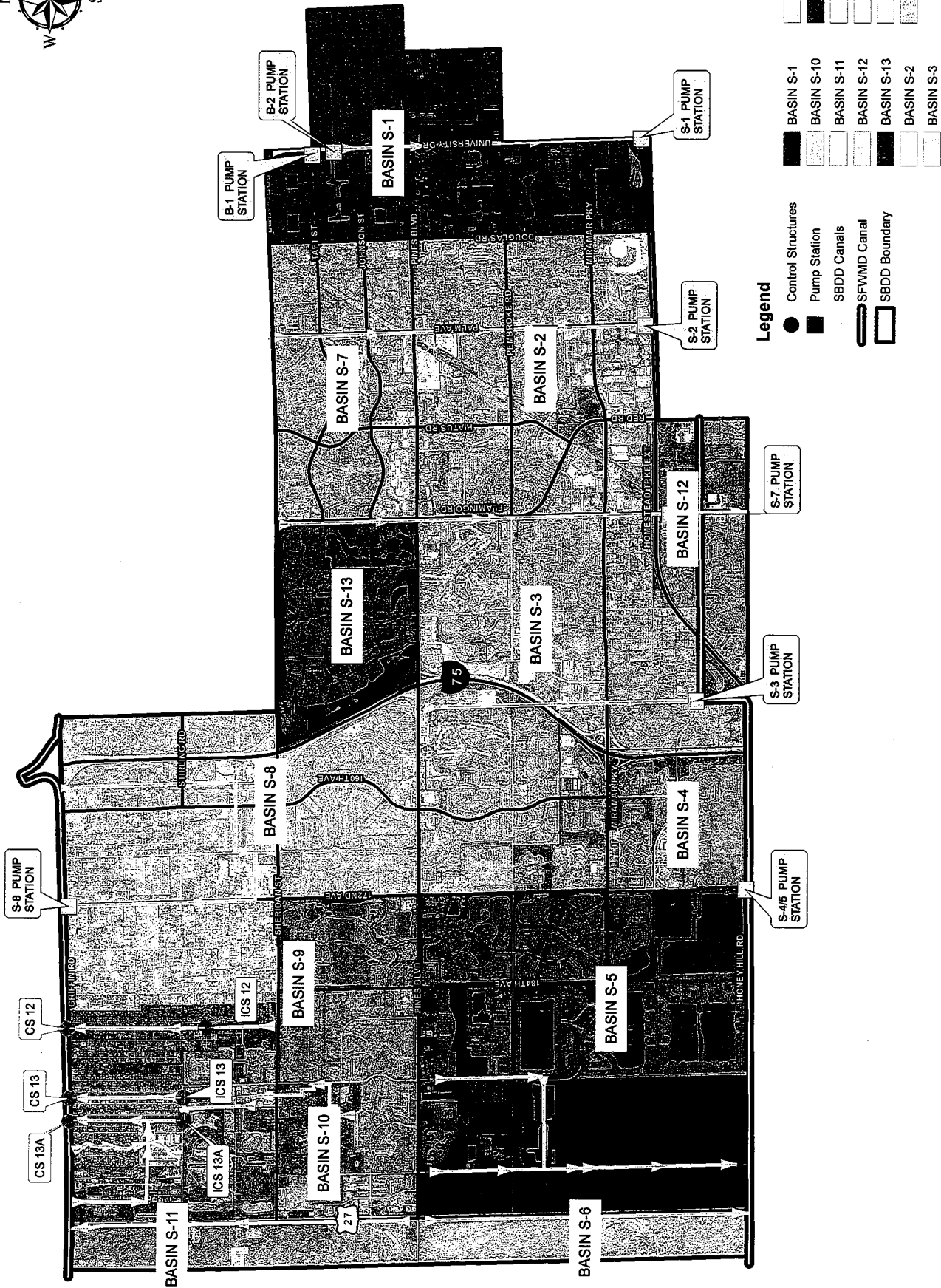
DISTRICT BOUNDARY MAP AND MAJOR FACILITIES

SEAL



EXHIBIT

EXHIBIT TITLE



SOUTH BROWARD DRAINAGE DISTRICT
DESIGN CRITERIA MANUAL

DISTRICT DRAINAGE BASINS MAP

SEAL



EXHIBIT

2

EXHIBIT TITLE



EXHIBIT 3

SUMMARY OF BASIN CHARACTERISTICS

<i>SBDD Basin Number</i>	<i>Basin Control Elevation</i>	<i>Minimum Road Crown 10-Year 3-Day</i>	<i>Minimum Finished Floor 100-Year 3-Day</i>
BASIN S-1	2.50	6.50	8.00
BASIN S-2	2.70	6.00	7.50
BASIN S-3	3.00	6.50	8.00
Lido Isles (See SBDD Facilities Report)	3.50	6.50	8.00
BASIN S-4	3.50	6.00	7.50
BASIN S-5			
Sub-Basin 1 (See SBDD Facilities Report)	4.00	6.00	7.50
Sub-Basin 2 (See SBDD Facilities Report)	4.25	6.50	8.00
Sub-Basin 3 (See SBDD Facilities Report)	4.50	6.50	8.00
BASIN S-6		SEE NOTE 3	
BASIN S-7	2.70	6.00	7.50
BASIN S-8	3.50	6.00	7.50
Ivanhoe (See SBDD Facilities Report)	4.00	6.50	8.00
BASIN S-9	4.00	6.50	8.00
BASIN S-10	4.00	6.50	8.00
BASIN S-11		SEE NOTE 3	
BASIN S-12	3.00	7.00	8.00
BASIN S-13	3.00	6.00	7.50

NOTES:

1. All Elevations are in feet NGVD 29. Conversion from NGVD 29 to NAVD 88: NGVD 29 - 1.51' = NAVD 88
2. All information taken from existing South Florida Water Management District Basin Permits.
3. The majority of Basin S-6 and Basin S-11 have been acquired by the SFWMD and set aside as natural preserves; and therefore, no basin information is provided for these basins.



SOUTH BROWARD DRAINAGE DISTRICT
DEVELOPMENT/RE-DEVELOPMENT PERMIT APPLICATION

FOR DISTRICT USE ONLY
APPLICATION #:
PERMIT FEE: \$
PAID BY:

TYPE: PAVING & DRAINAGE LAKE EXCAVATION PLAT APPROVAL OTHER
 1ST SUBMITTAL REVISION/MODIFICATION PERMIT EXTENSION

PROJECT NAME: _____

PROJECT DESCRIPTION: _____

LOCATION OF WORK: SECTION(S) _____, TOWNSHIP _____ SOUTH, RANGE _____ EAST

PLAT, PARCEL AND/OR SUBDIVISION NAME: _____

PROPERTY ID OR FOLIO #: _____ SBDD BASIN #: _____

PROJECT SIZE (PROVIDE ACREAGE AND PERCENTAGE BREAKDOWN FOR EACH CATEGORY):

IMPERVIOUS AREA: _____ ac. _____ %
PERVIOUS AREA: _____ ac. _____ %
WATER MANAGEMENT AREA: _____ ac. _____ %
TOTAL SITE AREA: _____ ac. _____ %

PROPOSED LOCATION OF OUTFALL: _____

NOTE: UPON COMPLETION OF CONSTRUCTION AND ACCEPTANCE OF THE ENGINEER'S CERTIFICATION FOR THE STORMWATER MANAGEMENT SYSTEM, THE SOUTH BROWARD DRAINAGE DISTRICT WILL ISSUE THE PERMITTEE A 5-YEAR RENEWABLE "OPERATIONS PERMIT" FOR THE APPROVED WATER MANAGEMENT SYSTEM.



SOUTH BROWARD DRAINAGE DISTRICT
DEVELOPMENT/RE-DEVELOPMENT PERMIT APPLICATION

PROPERTY OWNER:

NAME: _____

CONTACT PERSON: _____

ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

PHONE: _____ ALTERNATE PHONE: _____ E-MAIL: _____

AUTHORIZED REPRESENTATIVE/APPLICANT OTHER THAN OWNER (IF APPLICABLE)

NAME: _____

COMPANY NAME: _____ LICENSE #: _____

COMPANY ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

PHONE: _____ ALTERNATE PHONE: _____ E-MAIL: _____

ADJACENT PROPERTY OWNERS:

NORTH: _____ SOUTH: _____

EAST: _____ WEST: _____

THIS APPLICATION, INCLUDING SKETCHES, DRAWINGS OR PLANS AND SPECIFICATIONS ATTACHED, CONTAINS A FULL AND COMPLETE DESCRIPTION OF THE WORK PROPOSED OR USE DESIRED OF THE ABOVE-DESCRIBED FACILITIES OF THE DISTRICT AND FOR WHICH A PERMIT IS HEREWITH APPLIED. THIS INFORMATION SHALL BECOME PART OF ANY PERMIT THAT MAY BE ISSUED. IT IS AGREED THAT ALL WORK OR THE USE OF THE DISTRICT'S FACILITIES INVOLVED WILL BE IN ACCORDANCE WITH THE PERMIT TO BE GRANTED AND WITH THE PERMIT PROCEDURES AND CONSTRUCTION STANDARDS HERETOFORE ADOPTED BY THE DISTRICT WHICH HAVE BEEN EXAMINED AND ARE UNDERSTOOD BY THE APPLICANT AND AS THE SAME MAY BE HEREAFTER FROM TIME TO TIME AMENDED, CHANGED OR REVISED AND WHICH, IT IS FURTHER UNDERSTOOD, SHALL BE INCORPORATED BY REFERENCE AS A PART OF ANY PERMIT WHICH MAY BE GRANTED. BY SIGNATURE BELOW, APPLICANT AGREES TO THE SPECIAL CONDITIONS AS OUTLINED ON PAGE 3 OF 3 OF THIS APPLICATION.

AUTHORIZED REPRESENTATIVE/APPLICANT (AUTHORIZATION LETTER REQUIRED) AND/OR PROPERTY OWNER:

SIGNATURE

PRINT NAME TITLE

DATE



SOUTH BROWARD DRAINAGE DISTRICT

DEVELOPMENT/RE-DEVELOPMENT PERMIT APPLICATION

SPECIAL CONDITIONS:

- A) IN THE EVENT THE SOUTH BROWARD DRAINAGE DISTRICT WISHES TO OBTAIN INGRESS OR EGRESS TO ITS EASEMENTS AND/OR RIGHTS-OF-WAY FOR THE PURPOSES OF MAINTENANCE AND/OR CONSTRUCTION OF A BODY OF WATER AND/OR DRAINAGE IMPROVEMENTS, THE REMOVAL AND REINSTALLATION OF ANY CONSTRUCTION PERMITTED HEREUNDER SHALL BE AT OWNER'S EXPENSE.
- B) PERMITTEE, BY ACCEPTANCE OF THE PERMIT, COVENANTS AND AGREES THAT THE SOUTH BROWARD DRAINAGE DISTRICT SHALL BE PROMPTLY INDEMNIFIED, DEFENDED, PROTECTED, EXONERATED AND SAVED HARMLESS BY THE PERMITTEE FROM AND AGAINST ALL EXPENSES, LIABILITIES, CLAIMS, DEMANDS, AND PROCEEDINGS INCURRED BY OR IMPOSED UPON SAID DISTRICT IN CONNECTION WITH ANY CLAIM, PROCEEDING, DEMAND, ADMINISTRATIVE HEARING, SUIT, ATTORNEY'S FEES, APPELLATE PROCEEDING OR OTHER ACTIVITY, INCLUDING UNFOUNDED OR "NUISANCE" CLAIMS, IN WHICH THE DISTRICT MAY BECOME INVOLVED, OR ANY SETTLEMENT THEREOF, ARISING OUT OF ANY OPERATIONS UNDER THIS PERMIT, INCLUDING USE OF BODIES OF WATER FOR IRRIGATION PURPOSES, DAMAGE TO LANDSCAPING, PAINT DAMAGE TO AUTOMOBILES, BUILDINGS OR OTHER STRUCTURES AND ANY PROPERTY DAMAGE OR PERSONAL INJURIES, FATAL OR NON-FATAL, OF ANY KIND OR CHARACTER.
- C) PERMITTEE, WILL TAKE FULL RESPONSIBILITY FOR ANY DAMAGE WHICH MAY BE CAUSED TO EXISTING FACILITIES OWNED AND/OR OPERATED BY THE SOUTH BROWARD DRAINAGE DISTRICT AND WHICH ARE ADJACENT TO AND/OR IN THE PROXIMITY OF ANY CONSTRUCTION UNDERTAKEN PURSUANT TO THE PERMIT. IN ADDITION, THE PERMITTEE AGREES TO BE RESPONSIBLE FOR THE REIMBURSEMENT TO SOUTH BROWARD DRAINAGE DISTRICT FOR ALL EXPENSES ARISING OUT OF DAMAGE TO THESE FACILITIES.
- D) PERMITTEE AGREES TO BE FULLY, COMPLETELY AND TOTALLY RESPONSIBLE FOR ANY AND ALL ACTIONS OR CAUSES OF ACTION, CLAIMS, DEMANDS, LIABILITIES, LOSS, DAMAGE, OR EXPENSES, INCLUDING ATTORNEY FEES WHICH MAY ARISE OUT OF NEW CONSTRUCTION WORK TO BE UNDERTAKEN UNDER THIS PERMIT. IT IS FURTHER ACKNOWLEDGED THAT THE SOUTH BROWARD DRAINAGE DISTRICT HAS NO OBLIGATIONS OR RESPONSIBILITIES REGARDING THE IMPROVEMENTS TO BE CONSTRUCTED PURSUANT TO THIS PERMIT AND THAT ANY DAMAGE WHICH MAY BE CAUSED TO THE CONSTRUCTION WORK TO BE UNDERTAKEN UNDER THIS PERMIT SHALL BE REPAIRED BY THE PERMITTEE AND THAT THE SOUTH BROWARD DRAINAGE DISTRICT SHALL HAVE NO OBLIGATION TO REPAIR OR BE RESPONSIBLE FOR ANY DAMAGE WHICH MAY BE CAUSED TO THE CONSTRUCTION WORK TO BE UNDERTAKEN UNDER THIS PERMIT AS A RESULT OF THE ACTIVITIES OF THE SOUTH BROWARD DRAINAGE DISTRICT.
- E) BEGINNING WITH THE COMMENCEMENT OF THE CONSTRUCTION OF THE IMPROVEMENTS DEPICTED ON THE PLANS FOR WHICH THIS PERMIT IS ISSUED, THE PERMITTEE AGREES TO INDEMNIFY THE SOUTH BROWARD DRAINAGE DISTRICT AND HOLD IT HARMLESS FROM ANY CLAIMS ARISING OUT OF CONSTRUCTION WORK PERFORMED BY THE PERMITTEE AND/OR ITS CONTRACTORS. THE PERMITTEE FURTHER AGREES TO INDEMNIFY AND SAVE HARMLESS THE SOUTH BROWARD DRAINAGE DISTRICT, BOTH DURING AND FOLLOWING CONSTRUCTION OF THE PROPOSED IMPROVEMENTS, FROM AND AGAINST ANY AND ALL ACTIONS OR CAUSES OF ACTION, CLAIMS, DEMANDS, LIABILITIES, LOSS, DAMAGE OR EXPENSE, INCLUDING ATTORNEY FEES, WHETHER INCURRED UNDER RETAINER, SALARY OR OTHERWISE WHICH THE SOUTH BROWARD DRAINAGE DISTRICT MAY SUSTAIN OR INCUR BY REASON OR IN CONSEQUENCE OF THE ISSUANCE OF THE PERMIT FOR THE APPLICATION TO WHICH THESE SPECIAL CONDITIONS ARE ATTACHED AND THE CONSTRUCTION WHICH IS COMPLETED UNDER THIS PERMIT. FURTHERMORE, UPON DEMAND, THE PERMITTEE FURTHER AGREES TO TAKE OVER AND DEFEND ANY SUCH CLAIMS BROUGHT OR ACTIONS FILED AGAINST THE SOUTH BROWARD DRAINAGE DISTRICT IN RESPECT TO THE SUBJECT OF THE INDEMNITY CONTAINED IN THIS AGREEMENT.
- F) IT IS THE DISTRICT'S POLICY NOT TO ALLOW ANY TREES TO BE PLANTED OR MAINTAINED WITHIN ANY OF THE DISTRICT'S RIGHTS-OF-WAY OR EASEMENTS OR WITHIN 20 FEET FROM THE EDGE OF ANY WATER BODY AT THE WATER CONTROL ELEVATION OF THE BASIN THAT SAID WATER BODY IS LOCATED IN.



SOUTH BROWARD DRAINAGE DISTRICT

UTILITY PERMIT APPLICATION

FOR DISTRICT USE ONLY	
APPLICATION #:	
PERMIT FEE: \$	
PAID BY:	

- TYPE: UNDERGROUND CULVERT CROSSING AERIAL CULVERT CROSSING OTHER
 SUBAQUEOUS CANAL CROSSING USE OF DISTRICT EASEMENT

NAME OF UTILITY COMPANY: _____

CONTACT PERSON: _____

ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

PHONE: _____ ALTERNATE PHONE: _____ E-MAIL: _____

CONTRACTOR:

COMPANY NAME: _____

CONTACT PERSON: _____ LICENSE #: _____

COMPANY ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

PHONE: _____ ALTERNATE PHONE: _____ E-MAIL: _____

PROJECT NAME: _____

PROJECT DESCRIPTION: _____

LOCATION OF WORK: SECTION(S) _____, TOWNSHIP _____ SOUTH, RANGE _____ EAST

PLAT, PARCEL AND/OR SUBDIVISION NAME: _____

ADDRESS/CROSS STREETS: _____

PROPERTY ID OR FOLIO #: _____ SBDD BASIN #: _____

DESCRIPTION OF DISTRICT FACILITIES BEING IMPACTED:



SOUTH BROWARD DRAINAGE DISTRICT

UTILITY PERMIT APPLICATION

NOTE: SBDD SHALL WITNESS ALL CROSSINGS OF DRAINAGE FACILITIES TO INSURE THAT DRAINAGE FACILITIES ARE NOT DAMAGED. IF SBDD IS NOT PRESENT DURING CROSSINGS, A DIVE INSPECTION WILL BE REQUIRED WITH ALL COSTS REIMBURSED TO THE DISTRICT. A FINAL INSPECTION WITH SBDD WILL BE REQUIRED.

* PERMIT FEES WILL BE THREE (3) TIMES THE STANDARD PERMIT FEE FOR ANY WORK PERFORMED WITHOUT A PERMIT.

THIS APPLICATION, INCLUDING SKETCHES, DRAWINGS OR PLANS AND SPECIFICATIONS ATTACHED, CONTAINS A FULL AND COMPLETE DESCRIPTION OF THE WORK PROPOSED OR USE DESIRED OF THE ABOVE-DESCRIBED FACILITIES OF THE DISTRICT AND FOR WHICH A PERMIT IS HERewith APPLIED. THIS INFORMATION SHALL BECOME PART OF ANY PERMIT THAT MAY BE ISSUED. IT IS AGREED THAT ALL WORK OR THE USE OF THE DISTRICT'S FACILITIES INVOLVED WILL BE IN ACCORDANCE WITH THE PERMIT TO BE GRANTED AND WITH THE PERMIT PROCEDURES AND CONSTRUCTION STANDARDS HERETOFORE ADOPTED BY THE DISTRICT WHICH HAVE BEEN EXAMINED AND ARE UNDERSTOOD BY THE APPLICANT AND AS THE SAME MAY BE HEREAFTER FROM TIME TO TIME AMENDED, CHANGED OR REVISED AND WHICH, IT IS FURTHER UNDERSTOOD, SHALL BE INCORPORATED BY REFERENCE AS A PART OF ANY PERMIT WHICH MAY BE GRANTED. BY SIGNATURE BELOW, APPLICANT AGREES TO THE SPECIAL CONDITIONS AS OUTLINED ON PAGE 3 OF 3 OF THIS APPLICATION.

AUTHORIZED REPRESENTATIVE/APPLICANT (AUTHORIZATION LETTER REQUIRED) AND/OR UTILITY OWNER:

SIGNATURE	

PRINT NAME	TITLE

DATE	



SOUTH BROWARD DRAINAGE DISTRICT

UTILITY PERMIT APPLICATION

SPECIAL CONDITIONS:

- A) PERMITTEE, BY ACCEPTANCE OF THE PERMIT, COVENANTS AND AGREES THAT THE SOUTH BROWARD DRAINAGE DISTRICT SHALL BE PROMPTLY INDEMNIFIED, DEFENDED, PROTECTED, EXONERATED AND SAVED HARMLESS BY THE PERMITTEE FROM AND AGAINST ALL EXPENSES, LIABILITIES, CLAIMS, DEMANDS, AND PROCEEDINGS INCURRED BY OR IMPOSED UPON SAID DISTRICT IN CONNECTION WITH ANY CLAIM, PROCEEDING, DEMAND, ADMINISTRATIVE HEARING, SUIT, ATTORNEY'S FEES, APPELLATE PROCEEDING OR OTHER ACTIVITY, INCLUDING UNFOUNDED OR "NUISANCE" CLAIMS, IN WHICH THE DISTRICT MAY BECOME INVOLVED, OR ANY SETTLEMENT THEREOF, ARISING OUT OF ANY OPERATIONS UNDER THIS PERMIT, INCLUDING USE OF BODIES OF WATER FOR IRRIGATION PURPOSES, DAMAGE TO LANDSCAPING, PAINT DAMAGE TO AUTOMOBILES, BUILDINGS OR OTHER STRUCTURES AND ANY PROPERTY DAMAGE OR PERSONAL INJURIES, FATAL OR NON-FATAL, OF ANY KIND OR CHARACTER.
- B) PERMITTEE, WILL TAKE FULL RESPONSIBILITY FOR ANY DAMAGE WHICH MAY BE CAUSED TO EXISTING FACILITIES OWNED AND/OR OPERATED BY THE SOUTH BROWARD DRAINAGE DISTRICT AND WHICH ARE ADJACENT TO AND/OR IN THE PROXIMITY OF ANY CONSTRUCTION UNDERTAKEN PURSUANT TO THE PERMIT. IN ADDITION, THE PERMITTEE AGREES TO BE RESPONSIBLE FOR THE REIMBURSEMENT TO SOUTH BROWARD DRAINAGE DISTRICT FOR ALL EXPENSES ARISING OUT OF DAMAGE TO THESE FACILITIES.
- C) PERMITTEE AGREES TO BE FULLY, COMPLETELY AND TOTALLY RESPONSIBLE FOR ANY AND ALL ACTIONS OR CAUSES OF ACTION, CLAIMS, DEMANDS, LIABILITIES, LOSS, DAMAGE, OR EXPENSES, INCLUDING ATTORNEY FEES WHICH MAY ARISE OUT OF NEW CONSTRUCTION WORK TO BE UNDERTAKEN UNDER THIS PERMIT. IT IS FURTHER ACKNOWLEDGED THAT THE SOUTH BROWARD DRAINAGE DISTRICT HAS NO OBLIGATIONS OR RESPONSIBILITIES REGARDING THE IMPROVEMENTS TO BE CONSTRUCTED PURSUANT TO THIS PERMIT AND THAT ANY DAMAGE WHICH MAY BE CAUSED TO THE CONSTRUCTION WORK TO BE UNDERTAKEN UNDER THIS PERMIT SHALL BE REPAIRED BY THE PERMITTEE AND THAT THE SOUTH BROWARD DRAINAGE DISTRICT SHALL HAVE NO OBLIGATION TO REPAIR OR BE RESPONSIBLE FOR ANY DAMAGE WHICH MAY BE CAUSED TO THE CONSTRUCTION WORK TO BE UNDERTAKEN UNDER THIS PERMIT AS A RESULT OF THE ACTIVITIES OF THE SOUTH BROWARD DRAINAGE DISTRICT.
- D) BEGINNING WITH THE COMMENCEMENT OF THE CONSTRUCTION OF THE IMPROVEMENTS DEPICTED ON THE PLANS FOR WHICH THIS PERMIT IS ISSUED, THE PERMITTEE AGREES TO INDEMNIFY THE SOUTH BROWARD DRAINAGE DISTRICT AND HOLD IT HARMLESS FROM ANY CLAIMS ARISING OUT OF CONSTRUCTION WORK PERFORMED BY THE PERMITTEE AND/OR ITS CONTRACTORS. THE PERMITTEE FURTHER AGREES TO INDEMNIFY AND SAVE HARMLESS THE SOUTH BROWARD DRAINAGE DISTRICT, BOTH DURING AND FOLLOWING CONSTRUCTION OF THE PROPOSED IMPROVEMENTS, FROM AND AGAINST ANY AND ALL ACTIONS OR CAUSES OF ACTION, CLAIMS, DEMANDS, LIABILITIES, LOSS, DAMAGE OR EXPENSE, INCLUDING ATTORNEY FEES, WHETHER INCURRED UNDER RETAINER, SALARY OR OTHERWISE WHICH THE SOUTH BROWARD DRAINAGE DISTRICT MAY SUSTAIN OR INCUR BY REASON OR IN CONSEQUENCE OF THE ISSUANCE OF THE PERMIT FOR THE APPLICATION TO WHICH THESE SPECIAL CONDITIONS ARE ATTACHED AND THE CONSTRUCTION WHICH IS COMPLETED UNDER THIS PERMIT. FURTHERMORE, UPON DEMAND, THE PERMITTEE FURTHER AGREES TO TAKE OVER AND DEFEND ANY SUCH CLAIMS BROUGHT OR ACTIONS FILED AGAINST THE SOUTH BROWARD DRAINAGE DISTRICT IN RESPECT TO THE SUBJECT OF THE INDEMNITY CONTAINED IN THIS AGREEMENT.



SOUTH BROWARD DRAINAGE DISTRICT
5-YEAR OPERATIONS & MAINTENANCE PERMIT APPLICATION

FOR DISTRICT USE ONLY
O&M Permit #:
PERMIT FEE: \$
PAID BY:

PROJECT NAME: _____

SBDD OPERATIONS PERMIT NO. _____ ISSUE DATE _____

LOCATION OF WORK: SECTION(S) _____, TOWNSHIP _____ SOUTH, RANGE _____ EAST

PLAT, PARCEL AND/OR SUBDIVISION NAME: _____

PROPERTY ID OR FOLIO #: _____ SBDD BASIN #: _____

PROJECT AREA: _____ NUMBER OF DRAINAGE STRUCTURES: _____

PROPERTY OWNER:

NAME: _____

CONTACT PERSON: _____

ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

PHONE: _____ ALTERNATE PHONE: _____ E-MAIL: _____

RESPONSIBLE MAINTENANCE ENTITY:

CONTACT PERSON: _____

COMPANY NAME: _____ LICENSE #: _____

COMPANY ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

PHONE: _____ ALTERNATE PHONE: _____ E-MAIL: _____

ENGINEER NAME & ADDRESS: _____

CONTRACTOR NAME & ADDRESS: _____

SIGNATURE

PRINT NAME TITLE

DATE



SOUTH BROWARD DRAINAGE DISTRICT

6591 S.W. 160th Ave.

Southwest Ranches, Florida 33331

(954) 680-3337

(954) 680-3339 Fax

VARIANCE APPLICATION

1) OWNER & LOCATION OF PROPERTY:

NAME: _____

ADDRESS: _____ CITY: _____

SUBDIVISION NAME: _____ LOT: _____ BLOCK: _____

PARCEL: _____ FOLIO#: _____

PHONE #: _____ E-MAIL ADDRESS: _____

2) DESCRIPTION OF VARIANCE: _____

OWNER SIGNATURE

DATE

NOTARY SEAL AND STAMP

NOTARY PUBLIC

PRINTED OR STAMPED NAME OF NOTARY PUBLIC

AN APPLICATION FEE OF \$125.00 IS REQUIRED WITH THE SUBMITTAL OF THE VARIANCE REQUEST. ***SHOULD THE VARIANCE BE APPROVED A PERMIT FROM SBDD WILL BE REQUIRED.*** APPLICANT WILL BE REQUIRED TO ENTER INTO AN INDEMNIFICATION & HOLD HARMLESS AGREEMENT AND TO PAY THE COST OF ALL APPLICABLE PERMIT FEES, LEGAL FEES AND COSTS. PERMIT APPLICATION MUST BE FILED WITH THIS OFFICE WITHIN THIRTY (30) DAYS OF BOARD APPROVAL DATE, OTHERWISE THE VARIANCE APPROVAL WILL BE CONSIDERED NULL AND VOID.

ELEVEN (11) COPIES OF THE FOLLOWING DOCUMENTS ARE REQUIRED WITH THE VARIANCE APPLICATION:

- Proof of Ownership
- A written narrative that addresses each of the following prerequisites for the granting of a variance:
 - The existing conditions and circumstances are not the result of the actions of the applicant or his/her agents (ie: the existing conditions and circumstances are the result of a non self-imposed hardship).
 - Special conditions and circumstances affecting the land, building or structure for which the variance is being sought.
 - Strict application of the provisions of the District's Criteria would deprive the applicant of reasonable use of said land, building or structure and that a genuine hardship exists.
 - The proposed variance is in harmony with the general purposes of the District's Charter and is not contrary to the public interest, health, safety, or welfare, taking into account the drainage characteristics of the surrounding properties.
 - The proposed variance is the minimum variance that will make possible the reasonable use of the land, building or structure with no adverse impacts on the District's ability to perform its duties under its Charter.
 - The proposed variance will not hinder or otherwise alter the ability of SBDD to maintain and/or operate SBDD facilities.
- A signed & sealed survey of the property dated within 30 days of submittal that includes a sketch & legal description and shows all easements, and rights-of-way. If the property fronts a water body, the survey shall clearly show the location and dimensions of the top of bank and edge of water at the time of the survey. If the encroaching structure is existing, it shall be denoted as such on the survey, and shall include dimensions and/or ties to the property lines and easement lines. The survey shall also depict the location of the basin control elevation line on the lake and/or canal.
- A sketch or drawing of the encroaching structure (existing or proposed), if applicable. Said sketch shall show the amount of encroachment and adequate details, cross-sections, etc. depicting the method of construction.
- Photos of the property that depict the area in question and the potential impacts of the variance request.
- Letter of authorization from the Home Owners Association (HOA) in which the property is located, if applicable.
- Other information as may be requested or required by the District Director or by the Board of Commissioners to properly evaluate the request.

NOTE:

The applicant must attend a Variance Review Committee (VRC) meeting prior to being scheduled for Board approval. The submittal of a Variance Application and required back-up documentation does not guarantee approval of the Variance Application by the SBDD Board, regardless of the recommendation(s) of the VRC. The SBDD Board reserves the right to deny or approve any Variance Application based on the individual merits of each application.

To be completed by SBDD

VRC meeting was held on _____.

Variance was presented at SBDD Board of Commissioner's meeting for approval on _____.

VARIANCE WAS : Approved Not Approved



SOUTH BROWARD DRAINAGE DISTRICT RESIDENTIAL PERMIT APPLICATION

FOR DISTRICT USE ONLY	
APPLICATION #:	_____
PLACARD #:	_____
PERMIT FEE: \$	_____
PAID BY:	_____

TYPE: NEW PERMIT REVISION/MODIFICATION PERMIT EXTENSION POOL REVIEW

OWNER OF PROPERTY

NAME: _____

ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

PHONE: _____ ALTERNATE PHONE: _____ E-MAIL: _____

LOCATION OF WORK

ADDRESS: _____ CITY: _____

SUBDIVISION NAME: _____ LOT: _____ BLOCK: _____ PARCEL: _____

PROPERTY ID OR FOLIO #: _____ GATE CODE: _____

PROPOSED IMPROVEMENT(S) – CHECK ALL THAT APPLY

- FENCE IRRIGATION INTAKE LINE DOCK DECK EROSION PROTECTION/SEAWALL
- ELECTRIC BOAT STORAGE AREA FOUNTAIN BRICK PAVERS
- OTHER: _____

DESCRIPTION OF IMPROVEMENT(S)

PROPOSED IMPROVEMENT/INSTALLATION ENCROACHES IN THE FOLLOWING DISTRICT EASEMENT(S)

- DRAINAGE EASEMENT LAKE MAINTENANCE EASEMENT CANAL EASEMENT OTHER: _____

AUTHORIZED REPRESENTATIVE/APPLICANT OTHER THAN OWNER (IF APPLICABLE)

NAME: _____

COMPANY NAME: _____ LICENSE #: _____

COMPANY ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

PHONE: _____ ALTERNATE PHONE: _____ E-MAIL: _____

CHECKLIST
PAVING & DRAINAGE PERMIT APPLICATIONS

Permit Application

- Project Name
- Location (Section, Township, Range)
- Description of Work
- Plat, Parcel or Subdivision Name
- Folio Number
- SBDD Basin Number
- Project Area Information
- Outfall Location
- Property Owner Information
- Authorized Agent Information (if applicable)
- Adjacent Property Information
- Signature
- Payment of Permit Fee

Survey

- Legal Description
- Topographic Information - Max 100-foot grid
- Topographic Information - Adjacent Properties
- Datum - Reference Between NGVD '29 & NAVD '88

Engineering Plans - General

- Location Map
- Scale
- North Arrow
- Legend
- Datum - Reference Between NGVD '29 & NAVD '88
- Signed & Sealed by the Engineer of Record

Paving, Grading & Drainage Plans

- Label all Existing Drainage Facilities
- Label all Proposed Drainage Facilities
- Rim Elevations
- Invert Elevations with Directions
- Pipe Material and Sizes
- Exfiltration Trench
- Baffles - Must be Removable
- Pollution Retardant Basins (PRBs) - Required Prior to all Outfalls
- Control Structures
- Headwalls - Cap & Invert Elevations
- Headwalls - Revetment/Erosion Protection
- Roof Drainage



CHECKLIST
PAVING & DRAINAGE PERMIT APPLICATIONS

Permit Application

- Project Name
- Location (Section, Township, Range)
- Description of Work
- Plat, Parcel or Subdivision Name
- Folio Number
- SBDD Basin Number
- Project Area Information
- Outfall Location
- Property Owner Information
- Authorized Agent Information (if applicable)
- Adjacent Property Information
- Signature
- Payment of Permit Fee

Survey

- Legal Description
- Topographic Information - Max 100-foot grid
- Topographic Information - Adjacent Properties
- Datum - Reference Between NGVD '29 & NAVD '88

Engineering Plans - General

- Location Map
- Scale
- North Arrow
- Legend
- Datum - Reference Between NGVD '29 & NAVD '88
- Signed & Sealed by the Engineer of Record

Paving, Grading & Drainage Plans

- Label all Existing Drainage Facilities
- Label all Proposed Drainage Facilities
- Rim Elevations
- Invert Elevations with Directions
- Pipe Material and Sizes
- Exfiltration Trench
- Baffles - Must be Removable
- Pollution Retardant Basins (PRBs) - Required Prior to all Outfalls
- Control Structures
- Headwalls - Cap & Invert Elevations
- Headwalls - Revetment/Erosion Protection



CHECKLIST
PAVING & DRAINAGE PERMIT APPLICATIONS

- Roof Drainage
- Adequate Pavement Grades
- Retention Areas & Swales - Minimum 1' above CWE
- Lot Grading Plan
- Flow Arrows
- Minimum Road Crown
- Minimum Finished Floor elevation
- Label Property Lines/Right-of-Way Lines
- Label all Easements
- Account for Off-site Flows
- Lake Inter-Connects - Minimum 48" Dia.
- Identify Wetland Areas
- Boat Ramps

Details

- SBDD Standard Detail Sheet
- Adequate Cross-Sections (roadways, parking lots, swales, retention areas, across property lines)
- Revetment for Headwalls (if required)
- Control Structures
- Pavement
- Specifications
- Other Details as Required

Drainage Calculations

- Project Design Conforms to SBDD Basin Permit from SFWMD
- Project Provides Minimum Level of Service for Basin Storage
- Provide Copy of Master SFWMD Permit (if applicable)
- Project Area with Land Use Breakdown
- Water Quality Calculations
- Dry Pretreatment Calculations (if applicable)
- Stage -Storage Information
- Flood Routing Calculations (ICPR)
- Pipe Sizing Calculations
- Exfiltration Trench Calculations - Provide Percolation Test Results
- Geotechnical Report

Other Documentation

- Erosion Control Plan, Details & Notes (Storm Water Pollution Prevention Plan)
- Engineer's Certification



CHECKLIST
PAVING & DRAINAGE PERMIT APPLICATIONS

- Homeowner Association Documents (if applicable)
- Conservation Easements
- Name of Entity to be Responsible for the Maintenance of the Drainage System
- Sketch & Legal Descriptions of all Easements
- Maintenance & Indemnification Agreement
- Copies of Other Drainage Related Permits
- Other Documents as Requested
- As-built Bond



**CHECKLIST
AS-BUILT SUBMITTALS**

Lakes and Canals

- Horizontal and Vertical Location of Edge of Water, Deep Cut, Top of Bank and Upland Easement Line
- Elevations of Lake Slopes at Min. 100' Spacings
- Horizontal Location of Boat Ramp in Boat Ramp Easement
- LBR 40 Report
- Depth of Water Body

Paving and Drainage

- Elevation of Headwall Cap
- Pipeline Size, Material, Length and Invert Elevation
- Rim and Invert Elevation of all Structures
- Invert Elevation and Location of all Utility Conflicts
- Edge of Pavement and Crown of the Road Elevation
- Length, Invert, Pipe Size, Material and Condition (Plugged or Unplugged) of any Stub Outs.
- Elevation of High and Low Points in Parking Areas
- Horizontal Location of Pipeline in the Drainage Easement
- Swale, Retention/Detention Cross-Sections
- Bottom of Structure Elevation
- Bottom of Baffle Elevation
- Baffle Locations

Control Structure

- Rim Elevation
- Size & Inverts of Culverts
- Weir Crest Elevation
- Bleeder Size and Invert



**CHECKLIST
AS-BUILT SUBMITTALS**

- Detail of Control Structure
- Bottom of Top Slab on Control Structure

- All Easements Dedicated
- Maintenance & Indemnification Agreement Recorded
- Electronic Format of As-Built Survey (CADD and PDF)



**CHECKLIST
RESIDENTIAL PERMIT APPLICATIONS**

Permit Application

- Owner of Property
- Location of Work
- Proposed Improvement(s)
- Description of Work
- Type of District Easement(s) Involved in proposed improvement(s)
- Authorized Representative Information (if applicable)

Information Required

- HOA Approval Letter
- SBDD Permit Application
- Complete Property Survey Marking Improvement
- Warranty Deed
- Application Fee
- Legal Documents signed and notarized (if applicable)
- Drawings showing dimensions/size, etc. (as applicable)
- Plans of proposed improvement (as applicable)
- Provide copy of SFWMD General Water Use Permit (if applicable)



CHECKLIST
LEVEL OF SERVICE (LOS)/SURFACE WATER MANAGEMENT AREA (SWMA)
APPLICATIONS

Application Form

- Property/Folio ID#
- SWR#
- Proposed Improvement
- Owner Name
- Owner Phone Number
- Contractor Name
- Contractor Phone Number
- Property Address
- Mailing Address

Information Required

- Review Fee
- Complete Property Survey Marking location of Improvement
- Site Plan(s) - 3 sets for Town of SWR (if applicable)
- Site Plan(s) - 1 copy 11"x17" for SBDD
- Warranty Deed
- Recording Fees (if applicable)
- SWMA Documents to be notarized and Recorded (if applicable)

EXHIBIT 13

Development/Redevelopment Permit Application Process

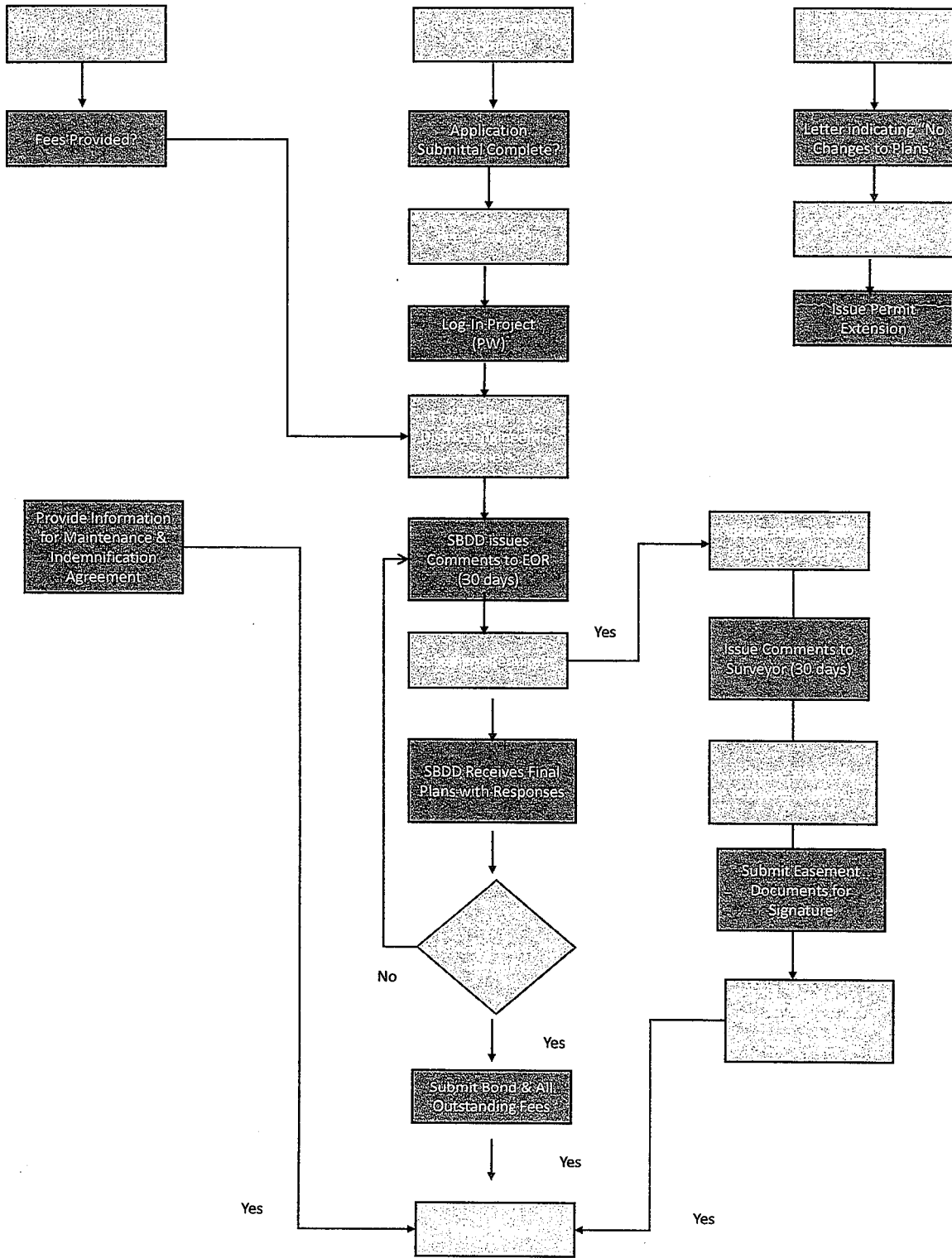


EXHIBIT 13

Development/Redevelopment Permit Application Process

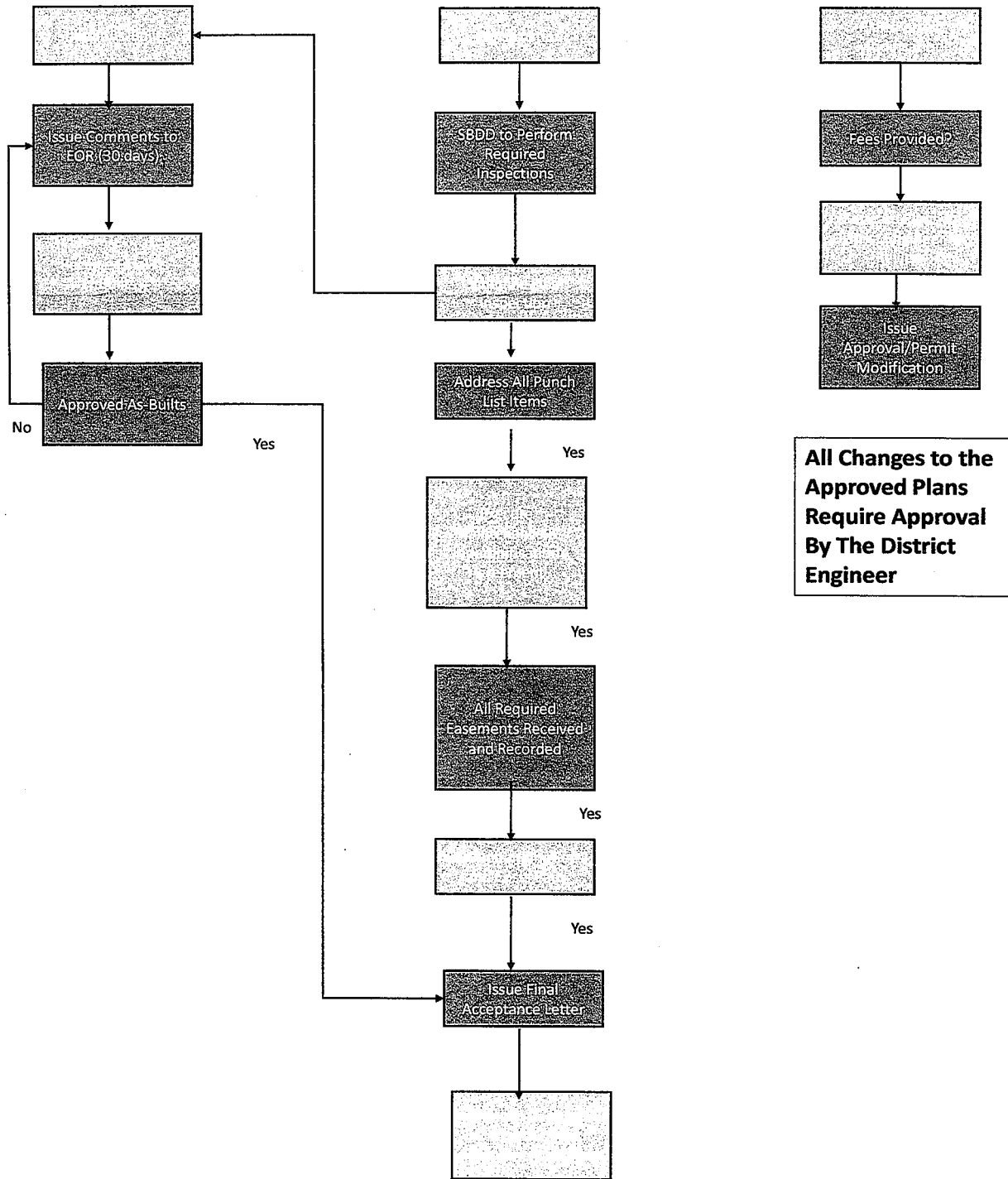
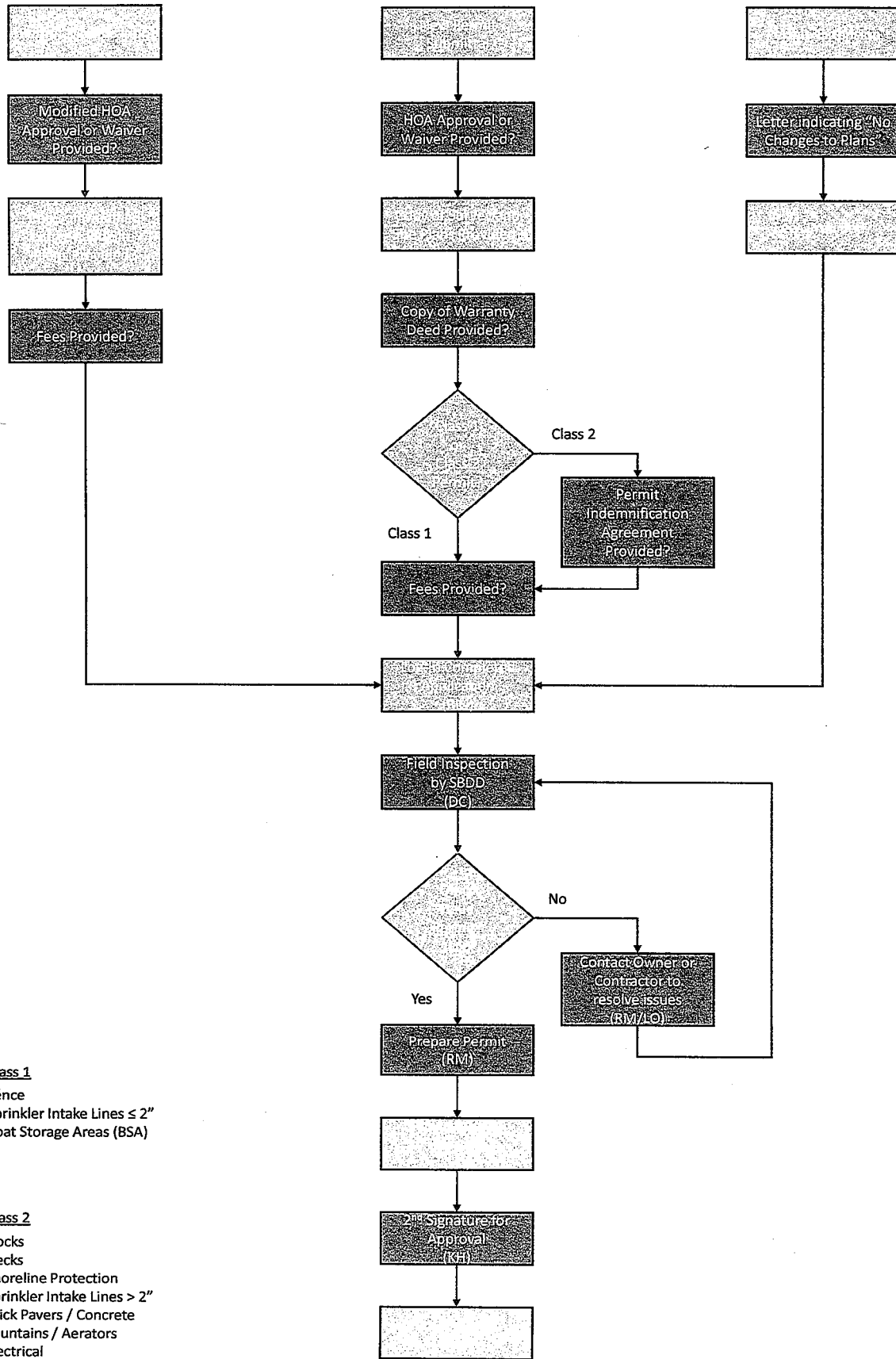


EXHIBIT 14

Residential Permit Application Process

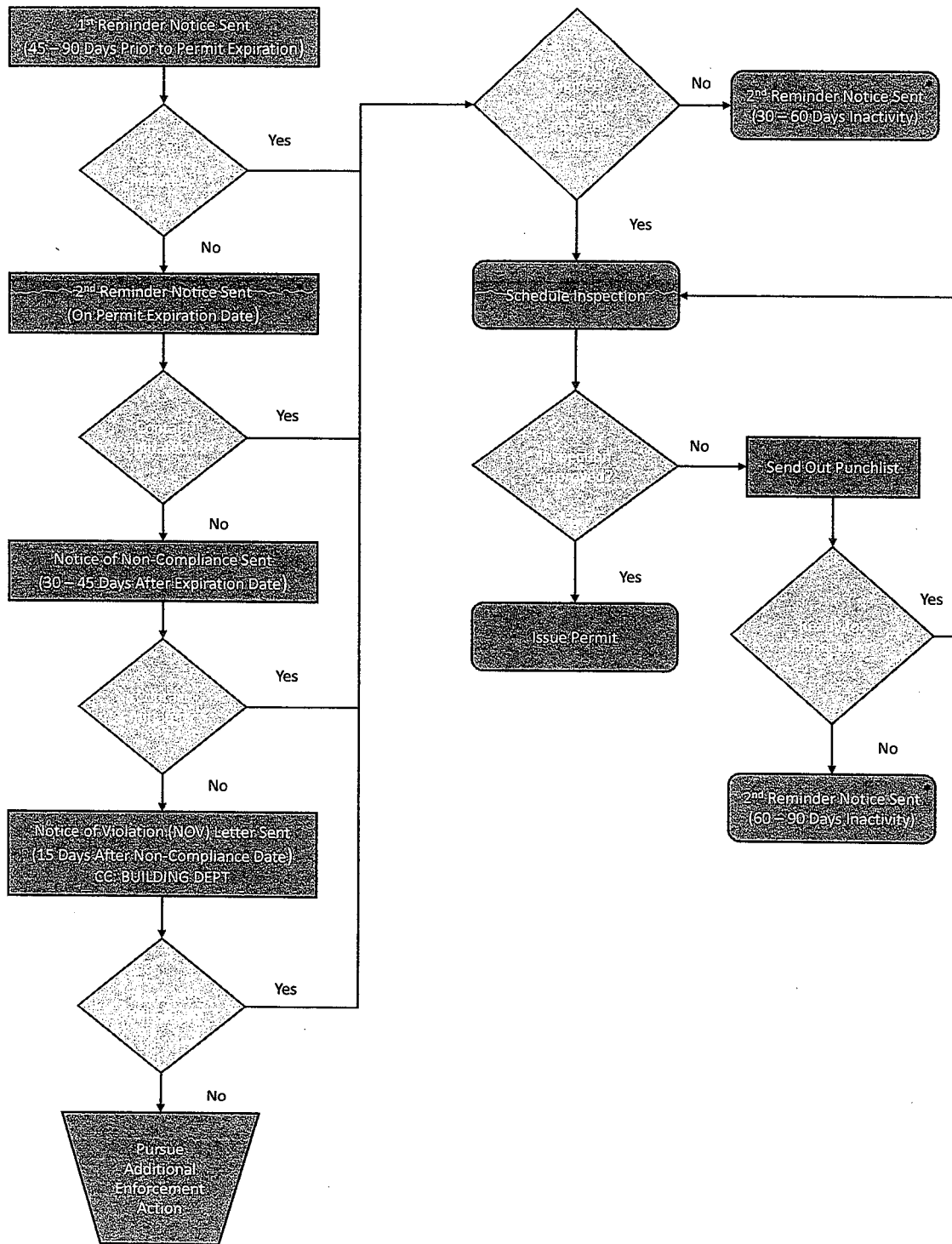


Class 1
 Fence
 Sprinkler Intake Lines ≤ 2"
 Boat Storage Areas (BSA)

Class 2
 Docks
 Decks
 Shoreline Protection
 Sprinkler Intake Lines > 2"
 Brick Pavers / Concrete
 Fountains / Aerators
 Electrical
 Landscaping

EXHIBIT 15

5-Year Drainage Recertification Process



THE FOLLOWING GENERAL NOTES ARE REQUIRED BY THE SOUTH BROWARD DRAINAGE DISTRICT (SBDD). THEY ARE NOT MEANT TO BE ALL INCLUSIVE. IT IS THE ENGINEER'S RESPONSIBILITY TO ADD ANY NOTES WHICH WILL INFORM THE OWNER AND THE CONTRACTOR OF ANY ADDITIONAL REQUIREMENTS OF SBDD.

- 1 THE CONTRACTOR SHALL CONTACT SBDD 48 HOURS OR TWO (2) WORKING DAYS PRIOR TO ANY REQUIRED INSPECTION. TO SCHEDULE INSPECTIONS, PLEASE CALL SBDD AT (954)680-3337. SBDD'S WORKING HOURS ARE FROM 8:00 AM TO 4:30 PM. MONDAY THROUGH FRIDAY EXCEPT HOLIDAYS.
- 2 ANY REVISIONS TO PLANS PERMITTED BY SBDD MUST BE APPROVED BY THE DISTRICT ENGINEER PRIOR TO CONSTRUCTION.
- 3 A PRECONSTRUCTION MEETING SHALL BE SCHEDULED AND HELD AT LEAST FIVE (5) DAYS PRIOR TO BEGINNING CONSTRUCTION.
- 4 A SET OF SHOP DRAWINGS SHALL BE SUBMITTED TO SBDD AFTER APPROVAL BY THE ENGINEER OF RECORD, PRIOR TO BEGINNING CONSTRUCTION
- 5 DURING CONSTRUCTION, SBDD PERSONNEL WILL INSPECT THE FOLLOWING:
 - .. INSTALLATION OF ALL UNDERGROUND DRAINAGE FACILITIES BEFORE BACKFILLING,
 - .. BACKFILLING OF DRAINAGE TRENCHES,
 - .. SHAPING OF CANAL AND LAKE BANKS FROM THE DEEP CUT TO THE UPLAND EASEMENT LINE OR AS REQUIRED BY SBDD,AND ANY OTHER DRAINAGE RELATED CONSTRUCTION WORK.
RE-INSPECTIONS, EXTRAORDINARY INSPECTIONS AND FINAL INSPECTIONS WILL BE SUBJECT TO ADDITIONAL FEE CHARGES BY SBDD.
- 6 THE CONTRACTOR CONSTRUCTING OR EXCAVATING LAKES OR OTHER WATER BODIES SHALL EXERCISE EXTREME CAUTION TO ENSURE THAT THE SIDE SLOPES AND DEEP CUT LINES ARE CONSTRUCTED IN ACCORDANCE WITH THE APPROVED PLANS FOR THE DEVELOPMENT. THE CONTRACTOR OR OWNER SHALL PERIODICALLY, OR AS REQUIRED BY SBDD, OBTAIN A SURVEY, FROM A FLORIDA REGISTERED SURVEYOR OF THE LOCATION OF THE DEEP CUT LINES PRIOR TO FORMING THE SIDE SLOPES. THIS SURVEY SHALL BE PERFORMED PRIOR TO THE OWNER/CONTRACTOR BEGINNING CONSTRUCTION OF ANY BUILDING PADS ADJACENT TO THE WATER BODY. IN THE EVENT THAT THE CONTRACTOR OVER DIGS THE WATER BODY, THE OWNER/CONTRACTOR SHALL SUBMIT TO SBDD ITS SOLUTION TO CORRECT THE OVER DIGGING. ANY SUGGESTED REMEDY OR CORRECTION MUST BE APPROVED BY SBDD BEFORE THE CONTRACTOR BEGINS THE PROPOSED CORRECTION/REMEDY.
- 7 PAVING AND DRAINAGE "AS-BUILT" PLANS CERTIFIED BY THE ENGINEER OF RECORD AND APPROVED BY THE DISTRICT'S ENGINEER SHALL BE REQUIRED BEFORE THE RELEASE OF THE BOND OR LETTER OF CREDIT. AS-BUILTS SHALL BE PROVIDED AS AN OVERLAY OF THE APPROVED CONSTRUCTION DRAWINGS AND AT THE SAME SCALE AS ORIGINALLY SUBMITTED. AS-BUILT SUBMITTALS SHALL CONFORM TO THE REQUIREMENTS OF SBDD'S CRITERIA MANUAL. AS-BUILTS MUST ALSO BE PROVIDED IN ELECTRONIC FORMAT.
- 8 AS-BUILT DRAWINGS OF WATER BODIES SHALL INCLUDE THE DATA REQUIRED UNDER EXHIBIT 39 OF SBDD'S CRITERIA MANUAL. THE AS-BUILT CROSS SECTIONS SHALL BE PROVIDED AT NOT MORE THAN 100 FOOT INTERVALS AND AT ALL OUTFALL PIPES CONSTRUCTED WITHOUT HEADWALLS.
- 9 SBDD WILL NOT COMPLETE THE FINAL INSPECTION UNTIL RECEIPT OF THE AS-BUILT PACKAGE WHICH MUST INCLUDE THE ENGINEER'S CERTIFICATION AND TEST RESULTS FOR STABILIZATION OF LAKE/CANAL MAINTENANCE EASEMENTS, ARE RECEIVED.

SOUTH BROWARD DRAINAGE DISTRICT
DESIGN CRITERIA MANUAL

GENERAL NOTES

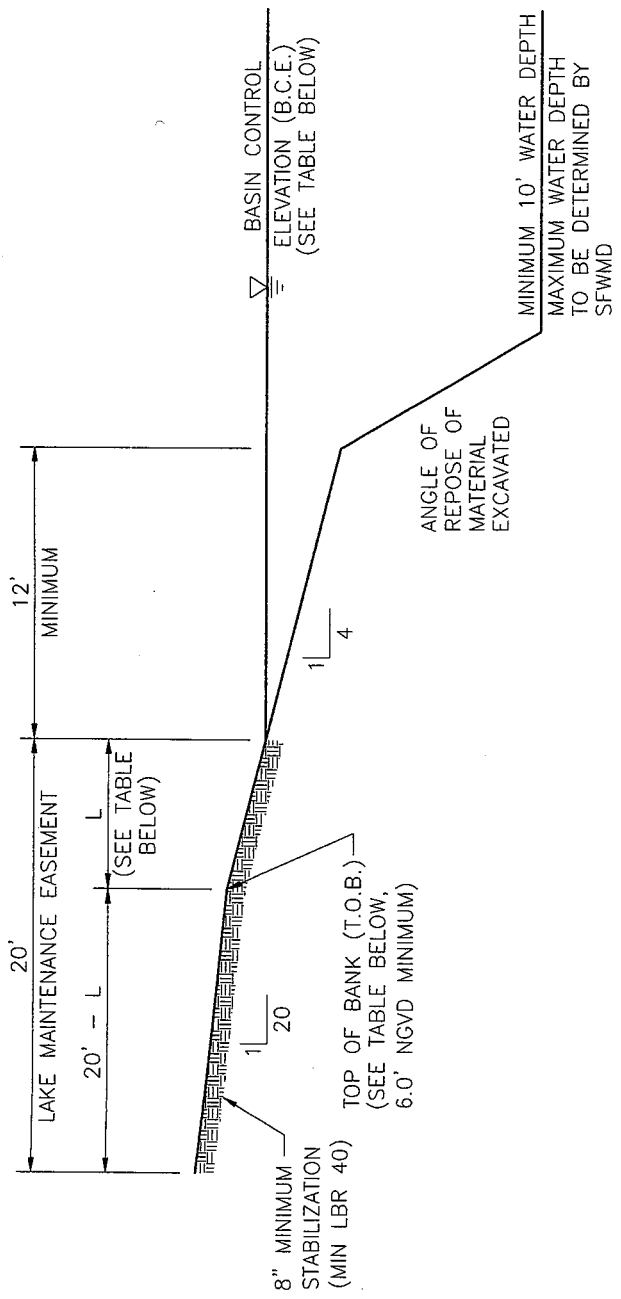
EXHIBIT TITLE

SEAL



EXHIBIT

17



BASIN No.	B.C.E. (FT-NGVD)	T.O.B. (FT-NGVD)	L (FT)	BASIN No.	B.C.E. (FT-NGVD)	T.O.B. (FT-NGVD)	L (FT)
S-1	2.50	6.50	16.00	S-8	3.50	6.00	10.00
S-2 & S-7	2.70	6.00	13.20		4.00	6.50	10.00
S-3	3.00	6.50	14.00	S-9 & S-10	3.50	6.50	12.00
S-4	3.50	6.00	10.00		4.00	6.50	10.00
S-5	4.00	6.00	8.00	S-12	3.00	6.50	14.00
	4.25	6.50	9.00	S-13	3.00	6.50	14.00
	4.50	6.50	8.00				

SEAL



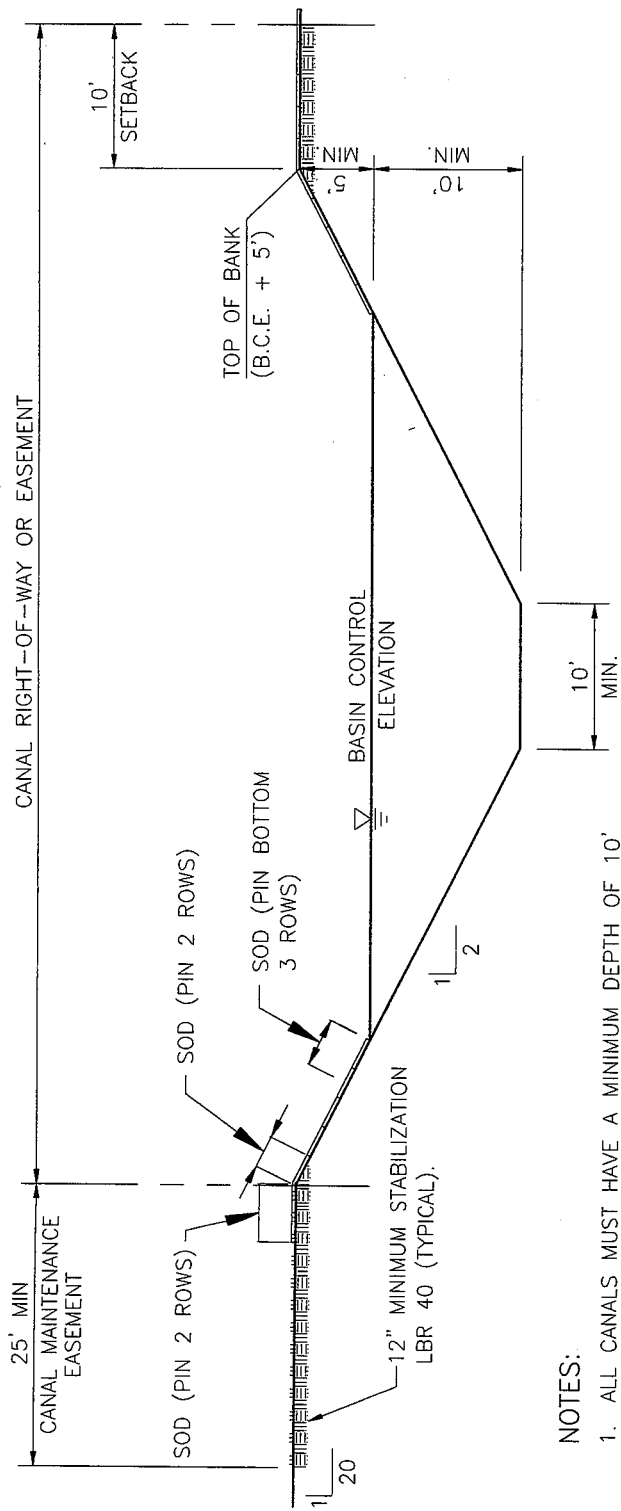
EXHIBIT

18

SOUTH BROWARD DRAINAGE DISTRICT
DESIGN CRITERIA MANUAL

TYPICAL LAKE CROSS SECTION
AND LAKE MAINTENANCE EASEMENT

EXHIBIT TITLE



NOTES:

1. ALL CANALS MUST HAVE A MINIMUM DEPTH OF 10' FROM CONTROL ELEVATION TO BOTTOM OF EXCAVATION
2. MINIMUM CANAL BOTTOM IS 10' WIDE
3. ALL PROPERTIES ADJACENT TO THE CANAL MUST SLOPE BANKS, SOD AND PROVIDE AS-BUILTS TO THE ABOVE DESIGN.
4. THERE SHALL BE NO MUCK WITHIN THE CANAL RIGHT OF WAY AND MAINTENANCE EASEMENT.
5. SOD PINS MUST BE WOOD.

SEAL



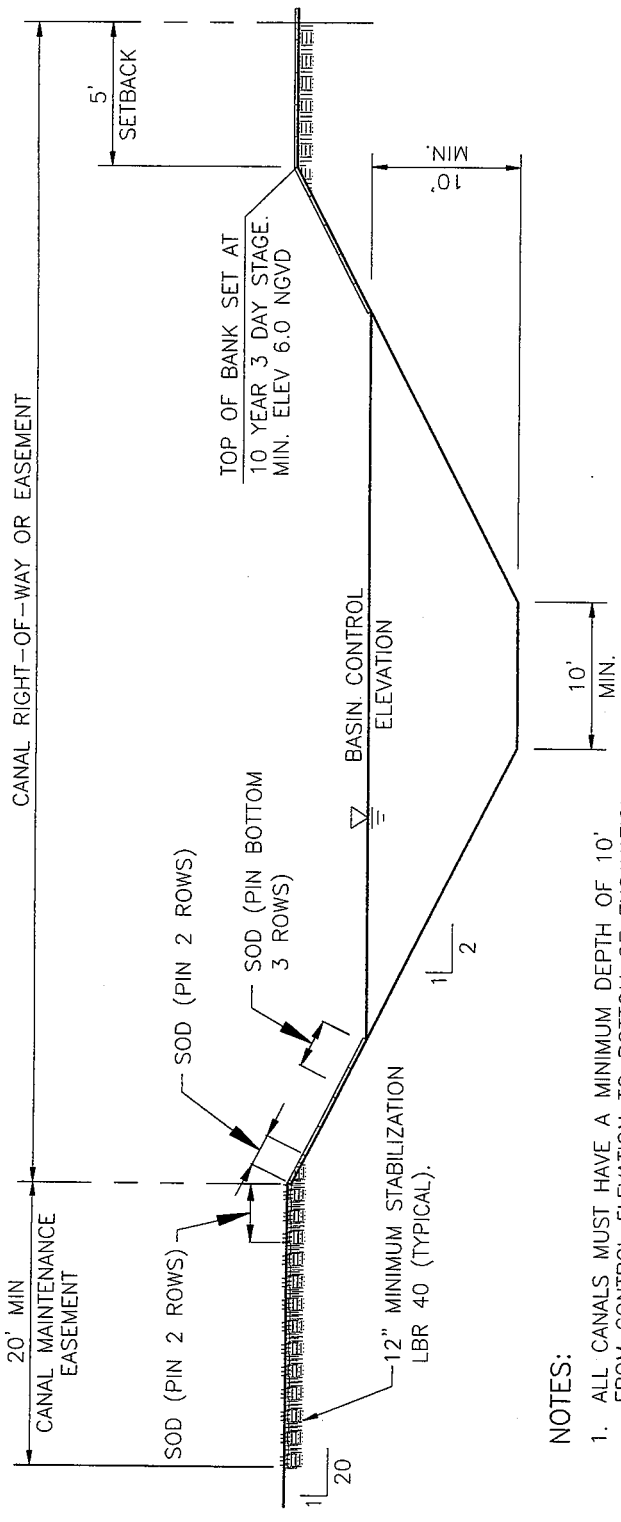
EXHIBIT

19

**SOUTH BROWARD DRAINAGE DISTRICT
DESIGN CRITERIA MANUAL**

**TYPICAL DESIGN SECTION FOR PRIMARY CANALS
AND CANAL MAINTENANCE EASEMENTS**

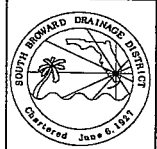
EXHIBIT TITLE



NOTES:

1. ALL CANALS MUST HAVE A MINIMUM DEPTH OF 10' FROM CONTROL ELEVATION TO BOTTOM OF EXCAVATION
2. MINIMUM CANAL BOTTOM IS 10' WIDE
3. ALL PROPERTIES ADJACENT TO THE CANAL MUST SLOPE BANKS, SOD AND PROVIDE AS-BUILTS TO THE ABOVE DESIGN.
4. THERE SHALL BE NO MUCK WITHIN THE CANAL RIGHT OF WAY AND MAINTENANCE EASEMENT.
5. SOD PINS MUST BE WOOD.

SEAL



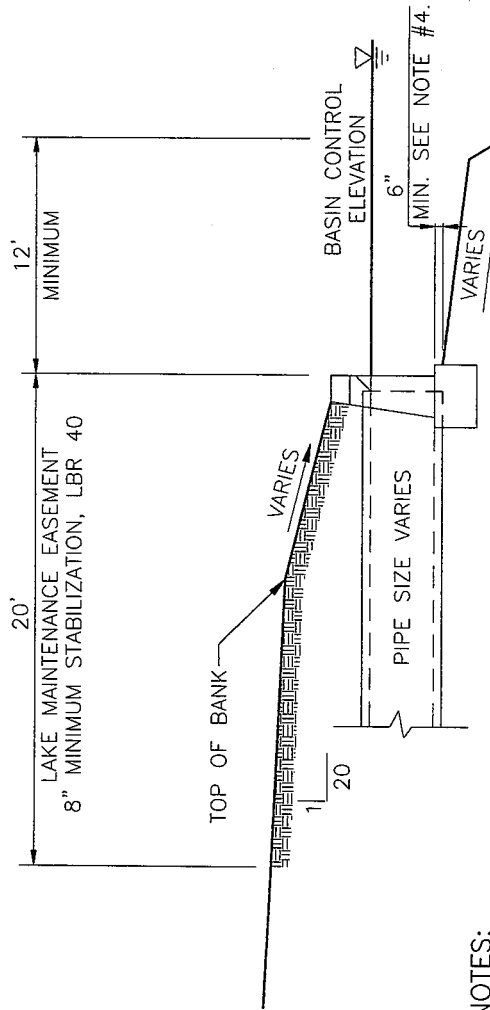
EXHIBIT

20

**SOUTH BROWARD DRAINAGE DISTRICT
DESIGN CRITERIA MANUAL**

EXHIBIT TITLE

**TYPICAL DESIGN SECTION FOR SECONDARY CANALS
AND CANAL MAINTENANCE EASEMENTS**



NOTES:

1. TOP OF CAP TO BE 1' ABOVE THE BASIN CONTROL ELEVATION FOR LAKES AND 2' ABOVE BASIN CONTROL ELEVATION FOR CANALS, UNLESS OTHERWISE APPROVED BY THE DISTRICT.
2. HEADWALLS ARE REQUIRED FOR ALL LAKE AND CANAL INTERCONNECTS.
3. CONCRETE AND RIP-RAP ENDWALLS ARE ACCEPTED PER FDOT INDEX 250-255 AND INDEX 258 WITH EXCEPTIONS AS NOTED IN SECTION 3.7.7 OF THE SBDD DESIGN CRITERIA MANUAL.
4. CHANNEL IN FRONT OF PIPE TO BE MIN 6" BELOW THE INVERT OF THE PIPE AND AT LEAST 1 1/2 TIMES THE DIA. OF THE PIPE TO THE DEEP CUT LINE AND CENTERED ON THE PIPE.
5. FACE OF HEADWALL TO BE LOCATED AT DESIGN EDGE OF WATER.

SEAL



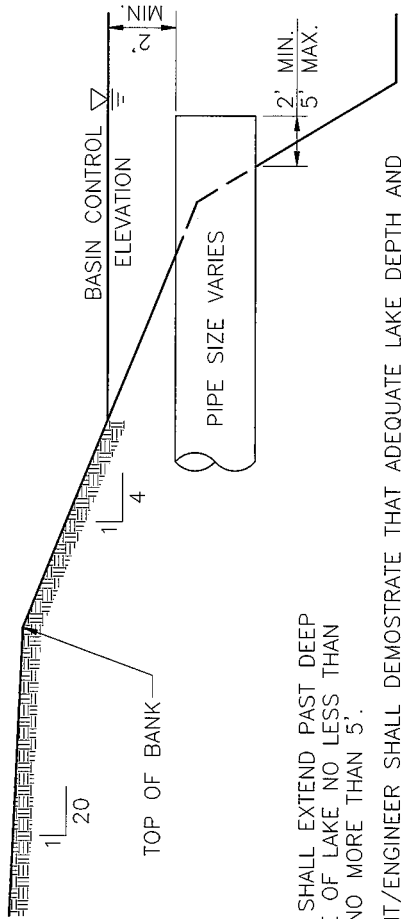
EXHIBIT

21

**SOUTH BROWARD DRAINAGE DISTRICT
DESIGN CRITERIA MANUAL**

**LAKE OUTFALL DETAIL
WITH HEADWALL**

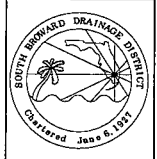
EXHIBIT TITLE



NOTE:

1. OUTFALL SHALL EXTEND PAST DEEP CUT LINE OF LAKE NO LESS THAN 2' AND NO MORE THAN 5'.
2. APPLICANT/ENGINEER SHALL DEMONSTRATE THAT ADEQUATE LAKE DEPTH AND STABILIZATION ARE PROVIDED AT THE OUTFALL LOCATION.
3. SBDD MAY REQUIRE ADDITIONAL LAKE BANK STABILIZATION AT THESE LOCATIONS. (ABOVE AND BELOW WATER)

SEAL



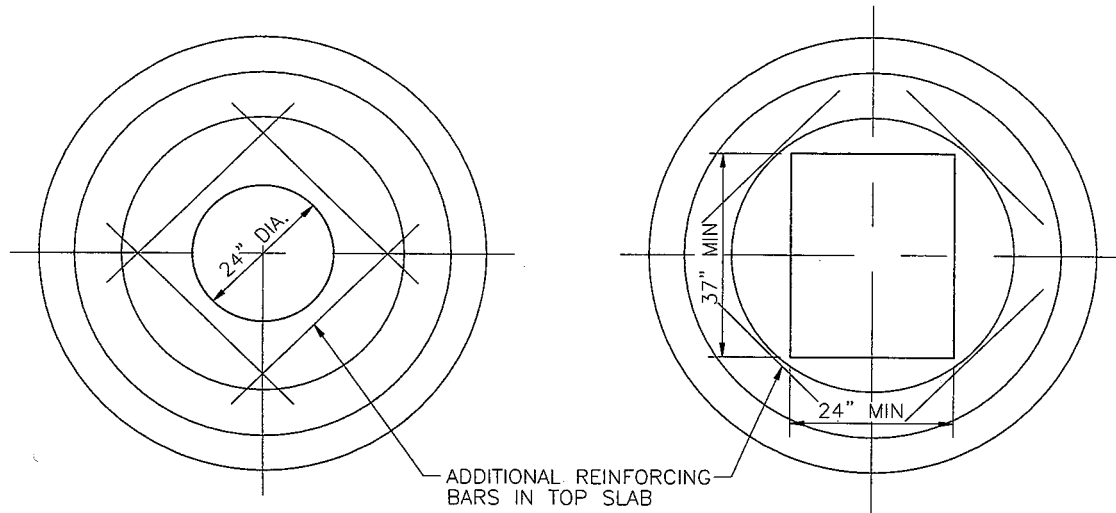
EXHIBIT

22

**SOUTH BROWARD DRAINAGE DISTRICT
DESIGN CRITERIA MANUAL**

**LAKE OUTFALL DETAIL
WITHOUT HEADWALL**

EXHIBIT TITLE

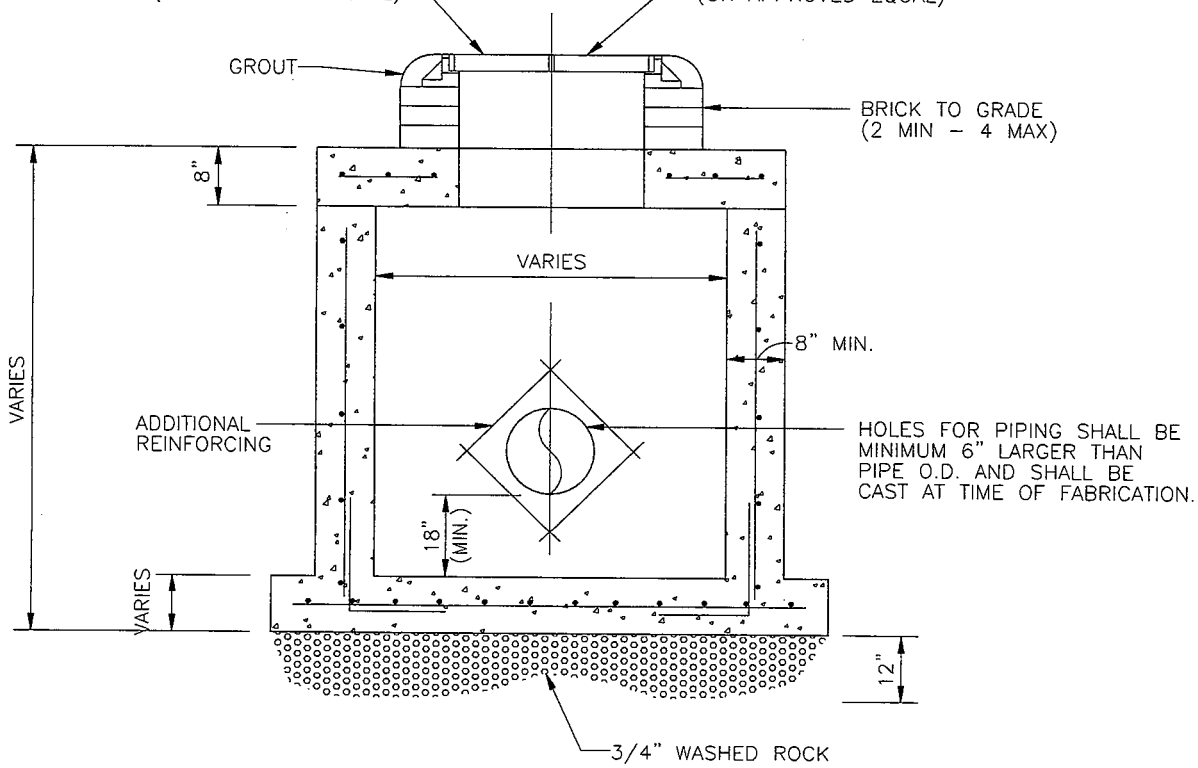


MANHOLE
TOP SLAB PLAN

CATCH BASIN
TOP SLAB PLAN

(FOR MANHOLE)
U.S. FOUNDRY RING & COVER
(OR APPROVED EQUAL)

(FOR CATCH BASIN)
U.S. FOUNDRY FRAME & GRATE
(OR APPROVED EQUAL)



(ALL FDOT TYPE STRUCTURES ARE APPROVED.)

SOUTH BROWARD DRAINAGE DISTRICT
DESIGN CRITERIA MANUAL
PRECAST DRAINAGE
STRUCTURE DETAIL

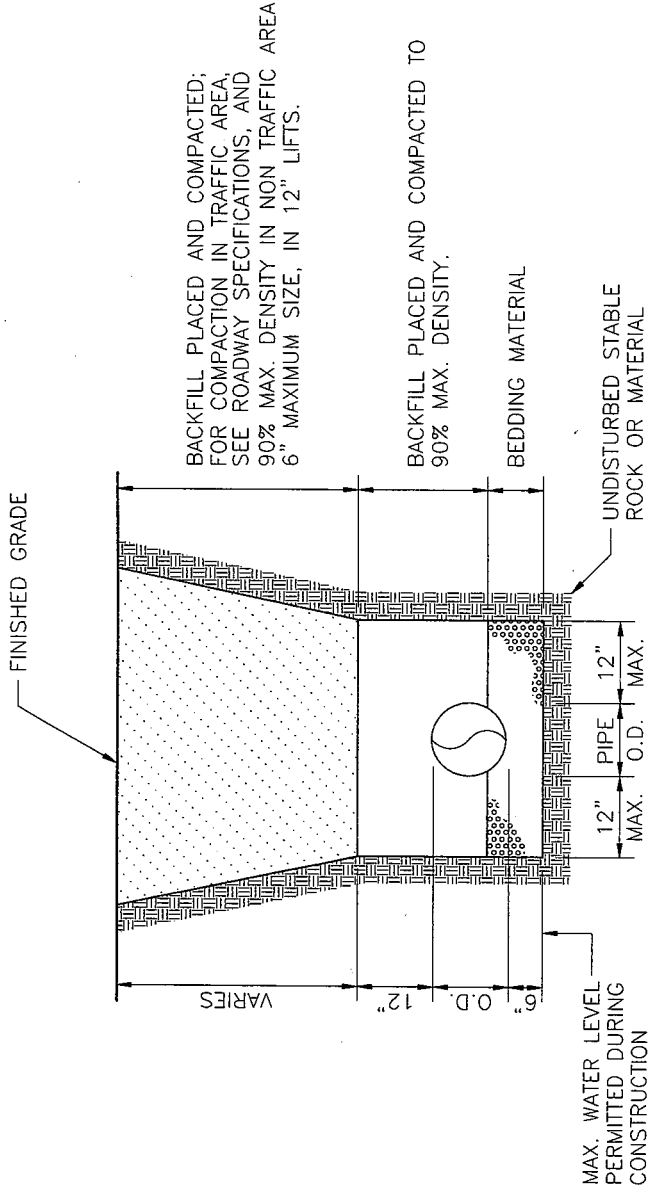
EXHIBIT TITLE

SEAL



EXHIBIT

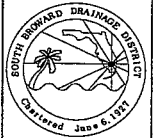
23



NOTES:

1. WHERE SOIL CONDITION CANNOT BE MAINTAINED AS SHOWN ABOVE, PROVIDE APPROVED MEANS OF CONSTRUCTION.
2. WHERE REQUIRED SHEETING AND SHORING SHALL BE IN ACCORDANCE WITH THE LOCAL GOVERNMENTAL AGENCY.
3. MUCK OR OTHER UNSUITABLE MATERIAL SHALL BE COMPLETELY REMOVED.
4. WHEN THE PIPE IS LAID IN THE PREPARED TRENCH, TRUE TO LINE AND GRADE, THE PIPE BARREL SHALL RECEIVE CONTINUOUS UNIFORM SUPPORT. WHERE NECESSARY, COURSE SAND, PEA ROCK OR 3/4" LIMESTONE GRAVEL SHALL BE USED TO PROVIDE UNIFORM BEDDING.
5. JOINTS MAY BE REQUIRED TO BE WRAPPED AT THE DISCRETION OF THE DISTRICT AND THE SITE CONDITIONS.
6. BACKFILL MATERIAL SHALL BE NON-COHESIVE AND NON-PLASTIC SOIL THAT IS FREE OF ALL DEBRIS, LUMPS, WOOD BROKEN PAVING OR ANY ORGANIC OR UNSUITABLE MATERIAL. BACKFILL MATERIAL PLACED WITHIN 12" OF THE PIPE SHALL CONTAIN NO ROCKS OR STONES LARGER THAN 3-1/2" INCHES IN DIAMETER. NO ROCKS OR STONES LARGER THAN 6" IN DIAMETER WILL BE PERMITTED IN THE REMAINING BACKFILL UNLESS OTHERWISE SPECIFIED.
7. TRENCH BACKFILL SHALL BE COMPACTED TO NOT LESS THAN 90 PERCENT OF THE MAXIMUM DRY DENSITY DETERMINED BY AASHTO T-180. BACKFILL AND COMPACTION SHALL BE IN ACCORDANCE TO THE STANDARD ENGINEERING DESIGN REQUIRED BY THE LOCAL GOVERNMENTAL AGENCY.

SEAL



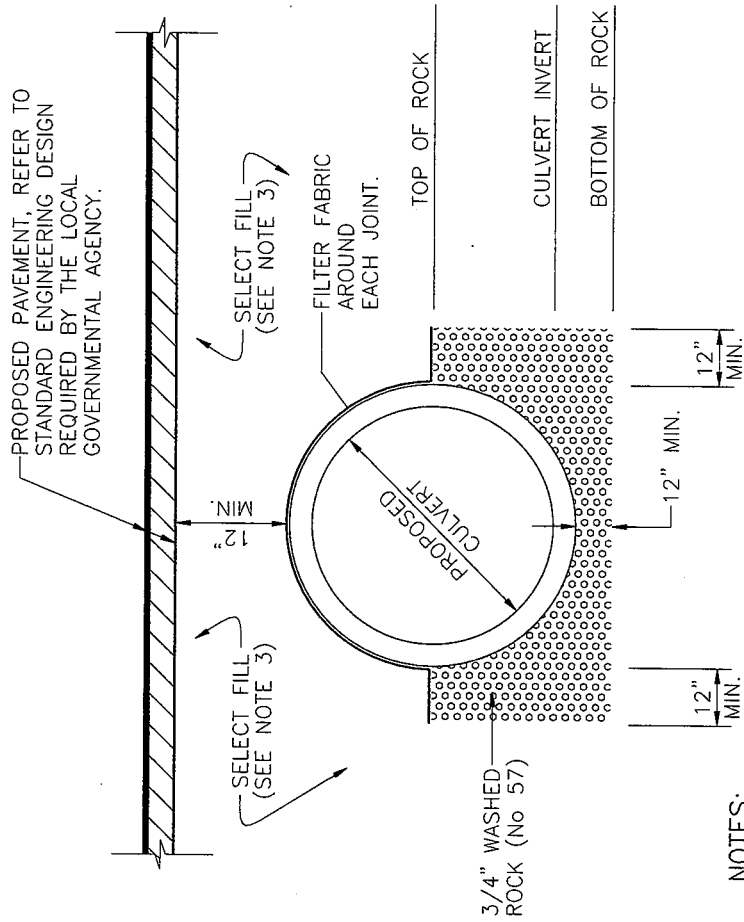
EXHIBIT

24

SOUTH BROWARD DRAINAGE DISTRICT
DESIGN CRITERIA MANUAL

EXHIBIT TITLE

TYPICAL PIPE TRENCH AND BEDDING DETAIL



NOTES:

1. WHERE SOIL CONDITIONS CANNOT BE MAINTAINED AS SHOWN ABOVE, PROVIDE APPROVED METHOD OF CONSTRUCTION.
2. SHEETING WILL BE REQUIRED AS DETERMINED IN THE FIELD.
3. BACKFILL IN 6"-12" LAYERS, TO 98% COMPACTION, WITH MATERIALS NOT LARGER THAN 3 1/2".
4. IF A CULVERT IS CORRUGATED ALUMINUM STRUCTURAL PLATE, FILTER FABRIC SHALL BE PLACED THE ENTIRE LENGTH OF THE PIPE.
5. FILTER FABRIC SHALL BE PLACED THE FULL LENGTH OF ANY SECTION OF CULVERT UNDER ASPHALT.

SEAL



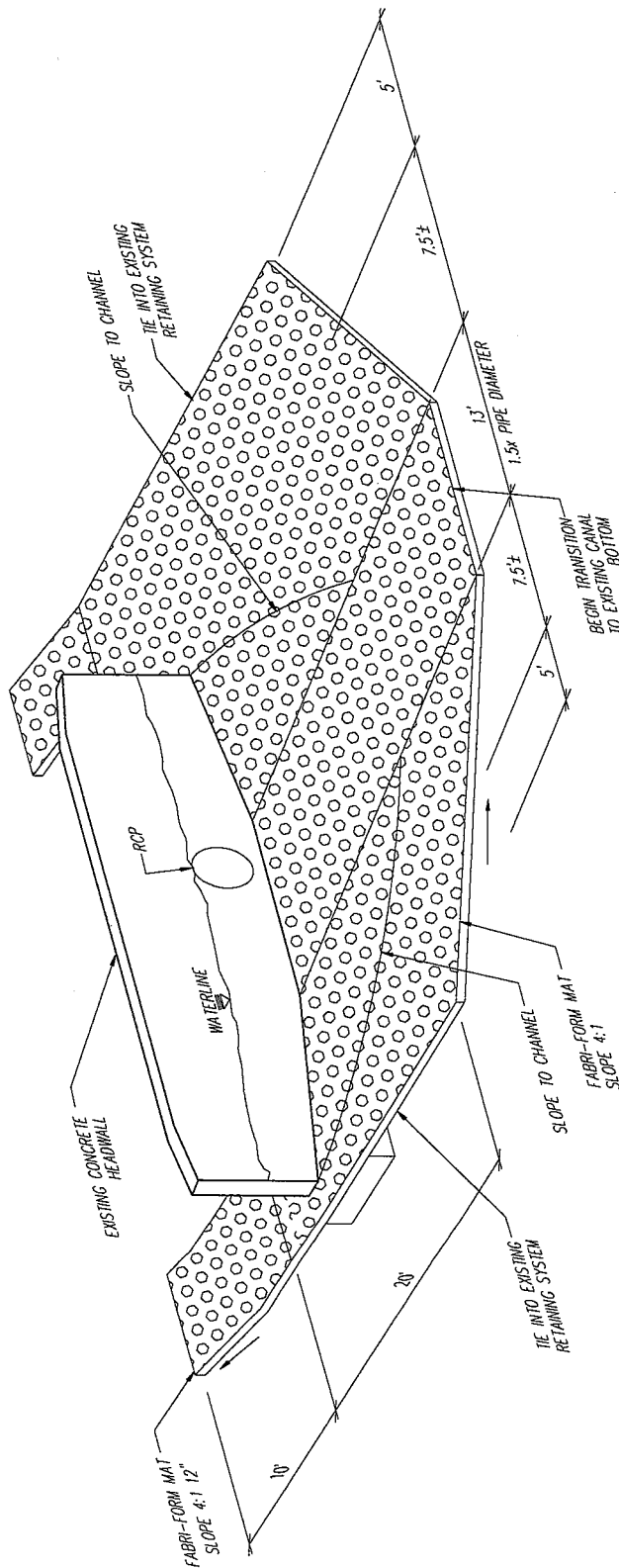
EXHIBIT

25

**SOUTH BROWARD DRAINAGE DISTRICT
DESIGN CRITERIA MANUAL**

**LAKE AND CANAL INTERCONNECT
TRENCH AND BEDDING DETAIL**

EXHIBIT TITLE



SOUTH BROWARD DRAINAGE DISTRICT
 DESIGN CRITERIA MANUAL

FABRI-FORM REVETMENT DETAIL

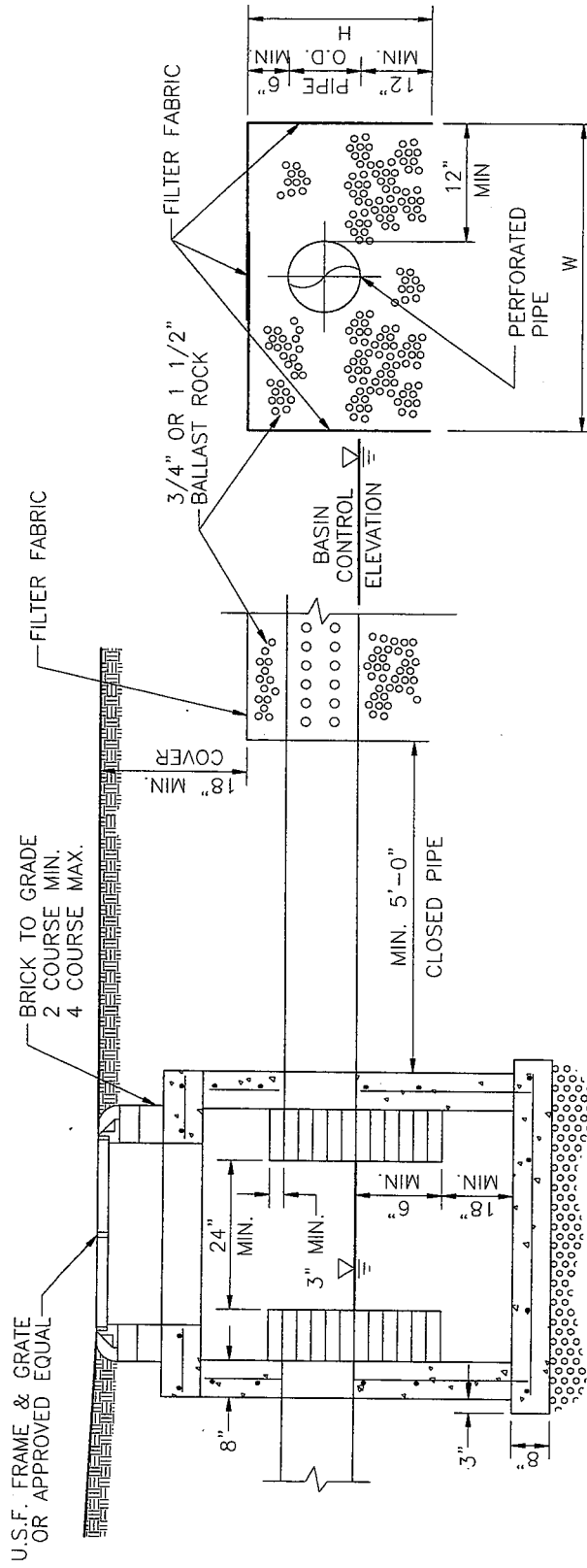
SEAL



EXHIBIT

26

EXHIBIT TITLE



NOTES:

1. PIPES SHALL TERMINATE 2' FROM END OF TRENCH (CAP ENDS OF PIPE) OR CONNECT TO ADDITIONAL CATCH BASINS AS REQUIRED.
2. SIDES AND TOP OF TRENCH ONLY TO BE LINED WITH FILTER FABRIC. OVERLAP LINER A MINIMUM OF 2' AT THE TOP OF THE TRENCH.
3. BALLAST ROCK SHALL BE FROM FRESH WATER, WASHED AND FREE OF DELETERIOUS MATTER.
4. ALL EXFILTRATION TRENCHES SHALL HAVE A POLLUTION RETARDANT BAFFLE AT EACH CONNECTION POINT TO A STRUCTURE. (SEE POLLUTION RETARDANT BAFFLE DETAIL, EXHIBIT 28)
5. GASKETS SHALL BE USED WITH RCP IN EXFILTRATION TRENCH.

SEAL



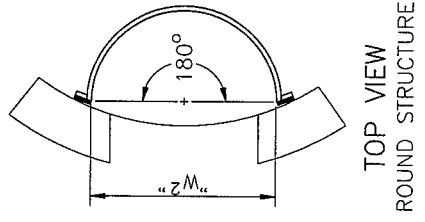
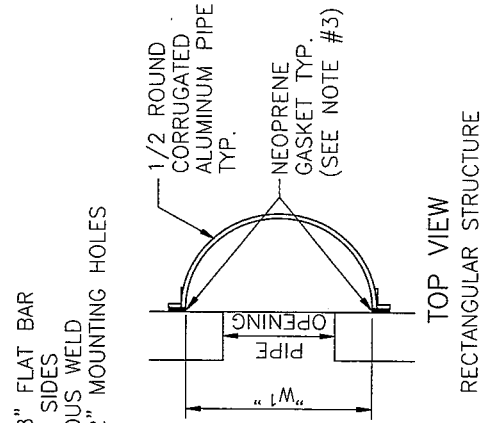
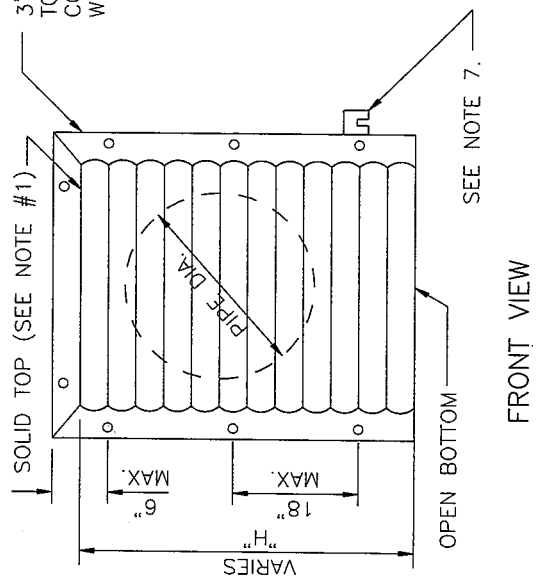
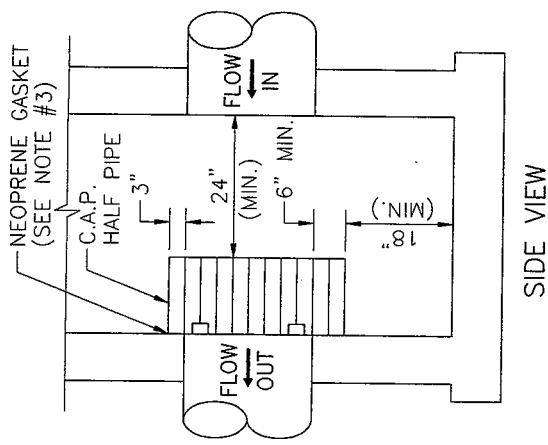
EXHIBIT

27

SOUTH BROWARD DRAINAGE DISTRICT
DESIGN CRITERIA MANUAL

EXFILTRATION TRENCH DETAIL

EXHIBIT TITLE



NOTES:

1. ALUMINUM SHEET OF SAME THICKNESS (GAUGE) AS PIPE SHALL BE WELDED TO CLOSE OPENING AT THE TOP.
2. NEOPRENE ADHESIVE BACKED GASKET, OR APPROVED EQUAL (1" x 2") SHALL BE INSTALLED ON THE SIDES AND TOP OF ALL BAFFLES.
3. POLLUTION RETARDANT BAFFLE TO BE FASTENED IN PLACE WITH 3/8"x4" STAINLESS STEEL "RED HEADS", OR APPROVED EQUAL.
4. ALL EXFILTRATION TRENCHES SHALL HAVE A POLLUTION RETARDANT BAFFLE AT EACH CONNECTION POINT TO A STRUCTURE (SEE EXFILTRATION TRENCH DETAIL).
5. FIBERGLASS BAFFLES ARE NOT PERMITTED.
6. MOUNTING BRACKETS MAY BE ADDED TO FLAT BARS TO EASE INSTALLATION IN ROUND STRUCTURES. SPACING TO MATCH HOLES IN FLAT BARS.
7. FOR POLLUTION RETARDANT BASINS THE BOTTOM ELEVATION OF THE BAFFLE MUST BE A MINIMUM OF 2' BELOW THE CONTROL WATER ELEVATION.

PIPE DIA. (IN)	W ¹ (IN)	W ² (IN)	T (GAUGE)	H (IN)
15"	21"	21"	16	VARIES
18"	24"	24"	16	VARIES
21"	30"	30"	16	VARIES
24"	30"	36"	16	VARIES
30"	36"	42"	14	VARIES
36"	42"	48"	14	VARIES
42"	48"	54"	14	VARIES
48"	54"	60"	14	VARIES
54"	60"	66"	14	VARIES

1. RECTANGULAR STRUCTURE
2. ROUND STRUCTURE

SEAL



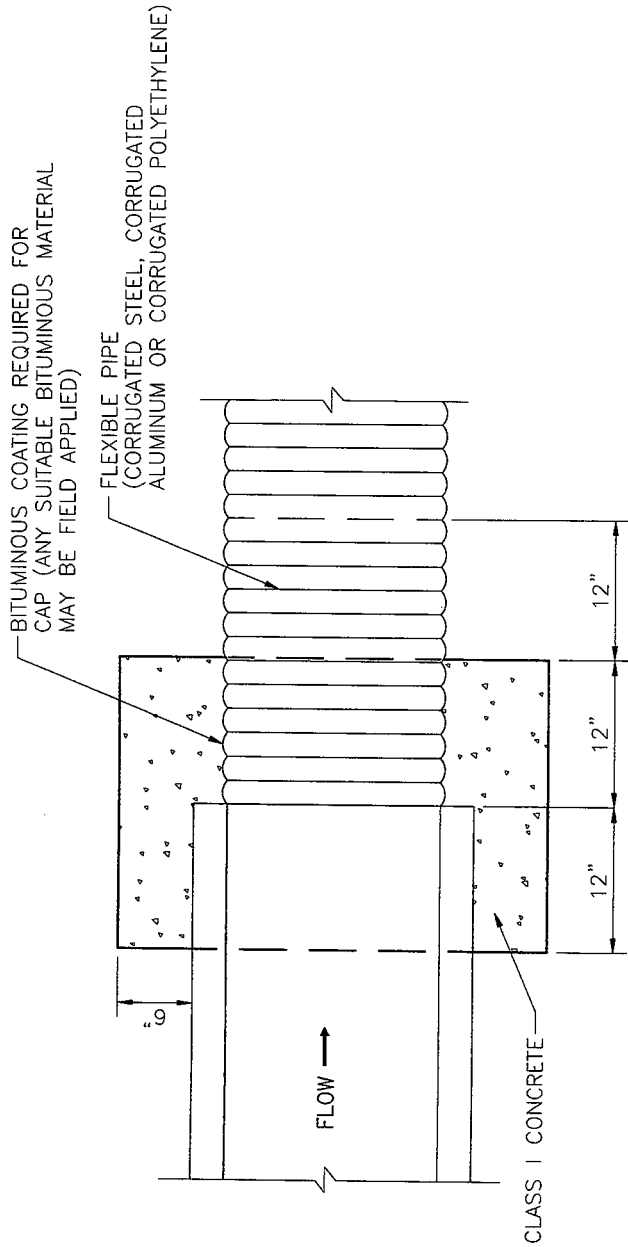
EXHIBIT

28

SOUTH BROWARD DRAINAGE DISTRICT
DESIGN CRITERIA MANUAL

POLLUTION RETARDANT BAFFLE DETAIL

EXHIBIT TITLE



NOTES:

1. A CONCRETE JACKET SHALL NOT BE USED TO JOIN:
 - a) METAL PIPE OF DISSIMILAR MATERIALS.
 - b) FLEXIBLE PIPE WHEN THE MAXIMUM COVER REQUIRED IN ACCORDANCE WITH F.D.O.T. INDEX No. 205 CANNOT BE OBTAINED.
2. OPTIONAL FOR LAKE OR CANAL OUTFALL.
3. WHEN USED FOR LAKE OUFALL, JACKET SHALL BE CENTERED 8' LANDWARD OF THE BASIN CONTROL ELEVATION.

(PER FDOT INDEX 280)

SEAL



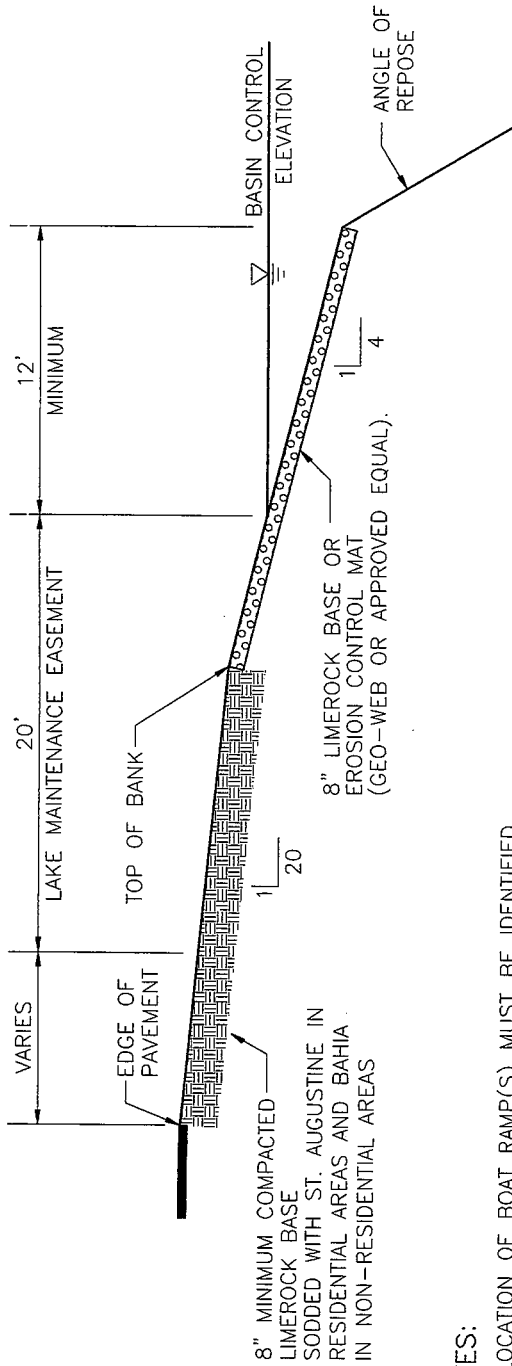
EXHIBIT

29

**SOUTH BROWARD DRAINAGE DISTRICT
DESIGN CRITERIA MANUAL**

EXHIBIT TITLE

CONCRETE JACKET DETAIL



NOTES:

1. LOCATION OF BOAT RAMP(S) MUST BE IDENTIFIED, INSPECTED AND APPROVED BY SBDD PRIOR TO CONSTRUCTION
2. SLOPE DETAILS AS OUTLINED ABOVE MUST BE INSPECTED AND APPROVED BY THE DISTRICT PRIOR TO INSTALLATION OF EROSION CONTROL MAT.
3. UPON COMPLETION OF BOAT RAMP, DISTRICT MUST BE NOTIFIED FOR FINAL APPROVAL.
4. BOAT RAMP MUST INTERSECT ADJACENT ROAD AND WATER BODY AT 90° ANGLE UNLESS OTHERWISE APPROVED.
5. THE BOAT RAMP(S) MUST BE MINIMUM 12' WIDE.
6. PROVIDE DROP CURB AT PAVEMENT WHERE APPLICABLE.
7. FOR BOAT RAMP CONSTRUCTED ON AN SBDD CANAL A SLOPE OF 3:1 CAN BE USED FROM EDGE OF WATER UP TO TOP OF BANK.
8. BOAT RAMPS SHALL BE CONSTRUCTED OF LIMEROCK OR EROSION CONTROL MAT, AT THE DISCRETION OF THE DISTRICT.
9. IF SBDD OPTS FOR AN EROSION CONTROL MAT, THE MAT SHALL BE FILLED WITH AT LEAST 4" OF 3/4" ROCK.

SEAL



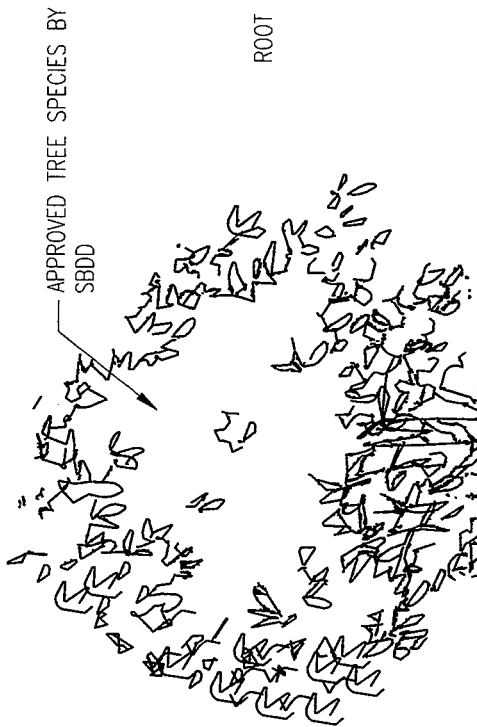
EXHIBIT

30

**SOUTH BROWARD DRAINAGE DISTRICT
DESIGN CRITERIA MANUAL**

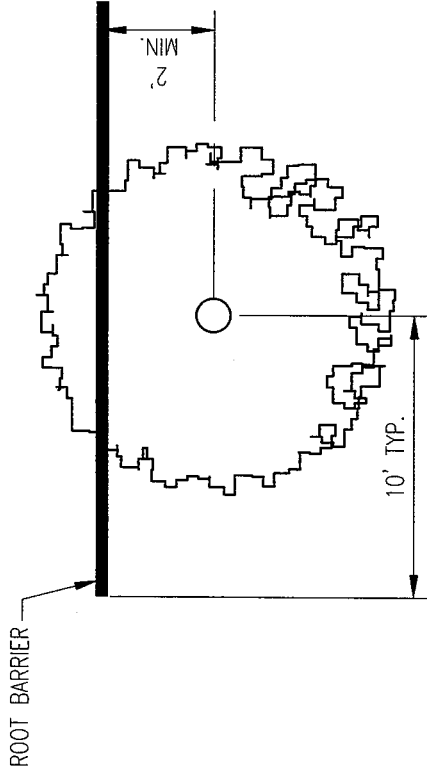
BOAT RAMP DETAIL

EXHIBIT TITLE



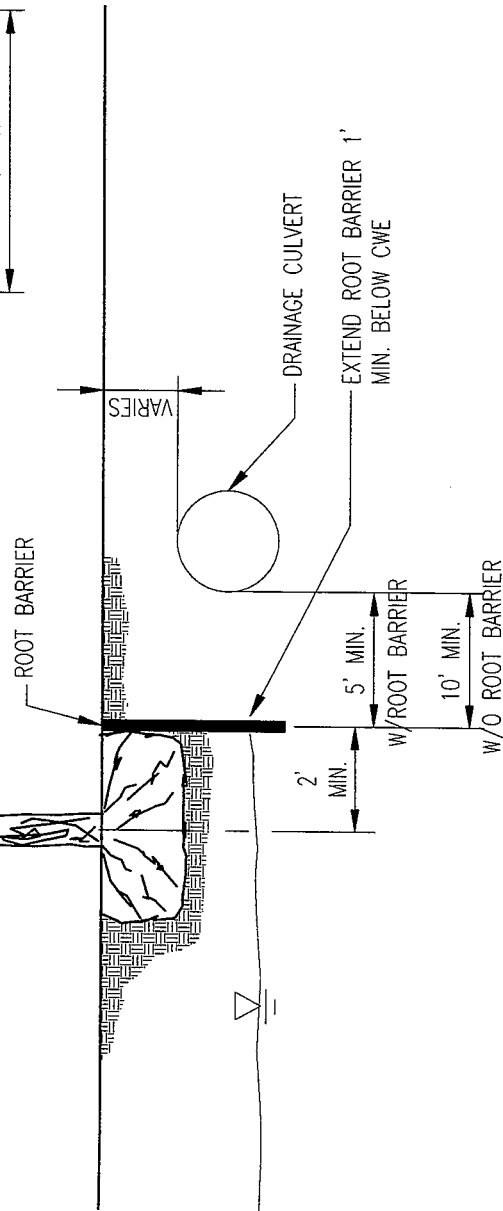
DRAINAGE CULVERT

W/O ROOT BARRIER
10' MIN.
W/ROOT BARRIER
5' MIN.



NOTES:

1. ALL TREES LOCATED WITHIN SBDD EASEMENTS SHALL REQUIRE APPROVAL BY SBDD PRIOR TO PLANTING.
2. NO TREES SHALL BE PLANTED WITHIN 5' OF ANY DRAINAGE PIPE.
3. TREES PLANTED BETWEEN 5' AND 10' SHALL REQUIRE A ROOT BARRIER SYSTEM.



SOUTH BROWARD DRAINAGE DISTRICT
DESIGN CRITERIA MANUAL
TYPICAL LANDSCAPE DETAIL

SEAL

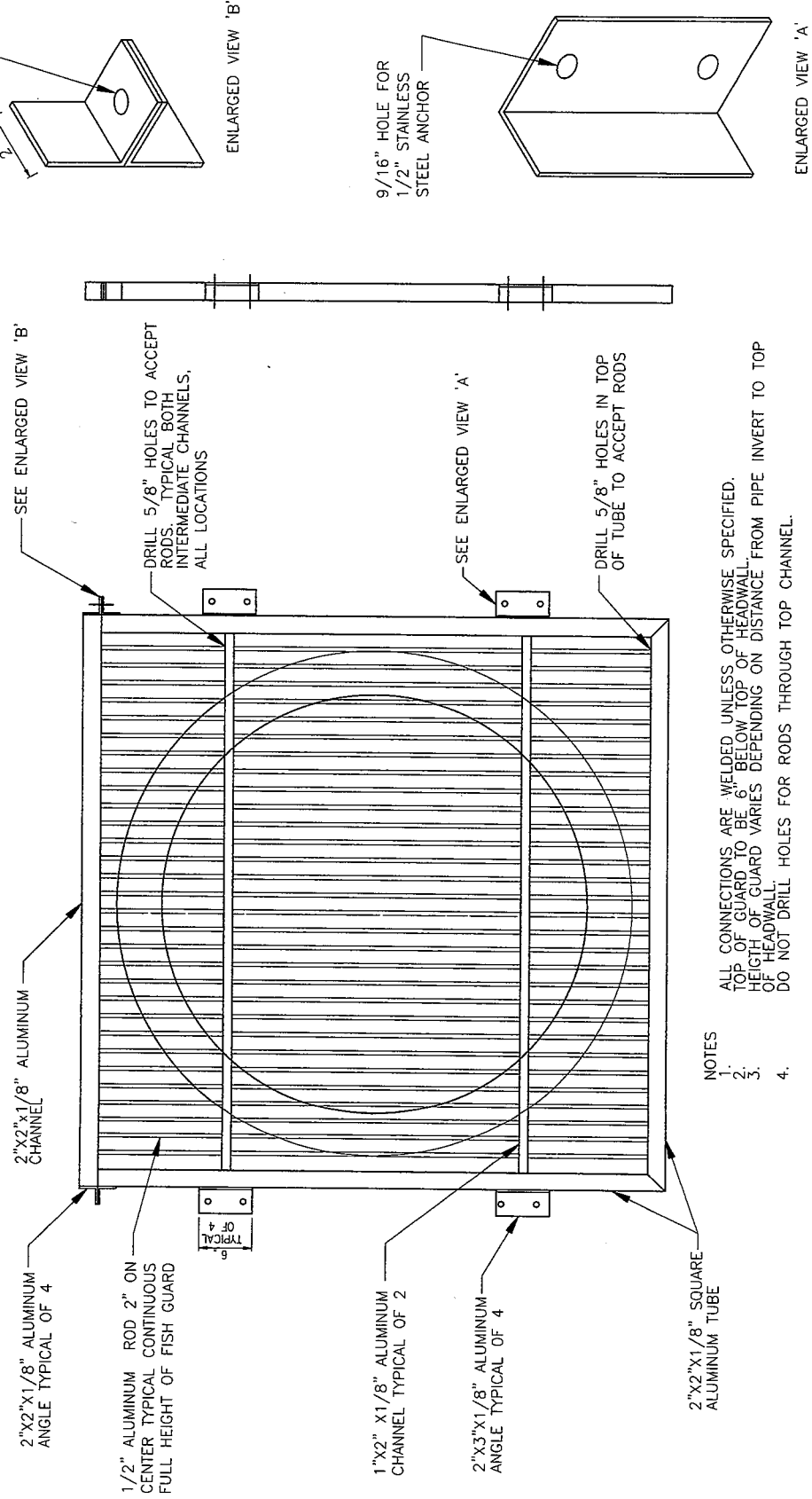
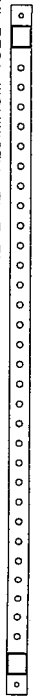


EXHIBIT

31

EXHIBIT TITLE

FOR CLARITY, THIS TOP VIEW IS SHOWN WITHOUT THE 2"x2" ALUMINUM TUBE IN PLACE.



NOTES

1. ALL CONNECTIONS ARE WELDED UNLESS OTHERWISE SPECIFIED.
2. TOP OF GUARD TO BE 6" BELOW TOP OF HEADWALL.
3. HEIGHT OF GUARD VARIES DEPENDING ON DISTANCE FROM PIPE INVERT TO TOP OF HEADWALL.
4. DO NOT DRILL HOLES FOR RODS THROUGH TOP CHANNEL.

**SOUTH BROWARD DRAINAGE DISTRICT
DESIGN CRITERIA MANUAL
FISH GUARD DETAIL**

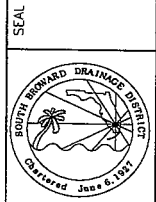
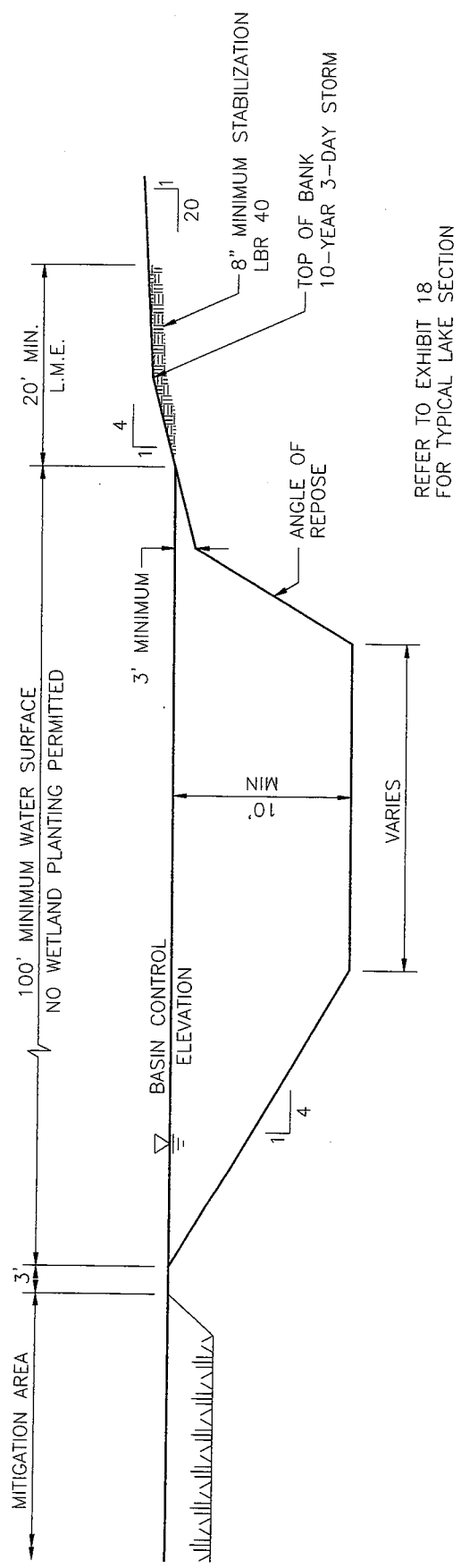


EXHIBIT
32

EXHIBIT TITLE



SOUTH BROWARD DRAINAGE DISTRICT
DESIGN CRITERIA MANUAL

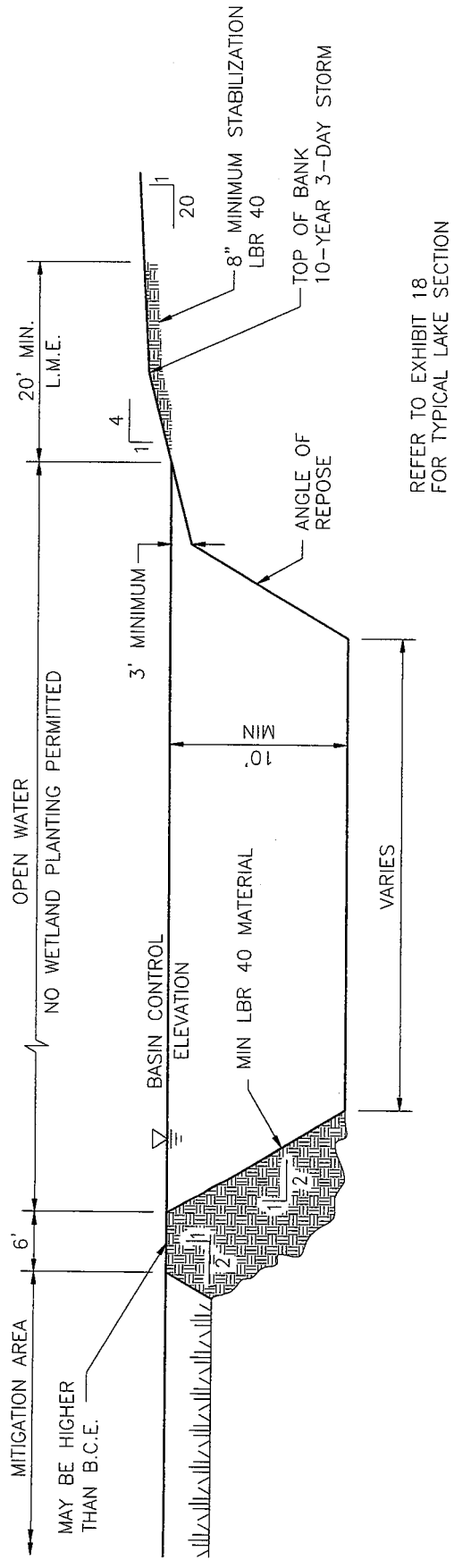
TYPICAL DESIGN SECTION WITH MUCK DIVIDER FOR
LAKES/WATER BODIES ADJACENT TO MITIGATION AREAS & BEHIND RESIDENTIAL LOTS

SEAL



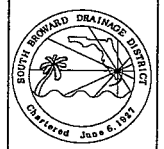
EXHIBIT

33



REFER TO EXHIBIT 18
FOR TYPICAL LAKE SECTION

SEAL

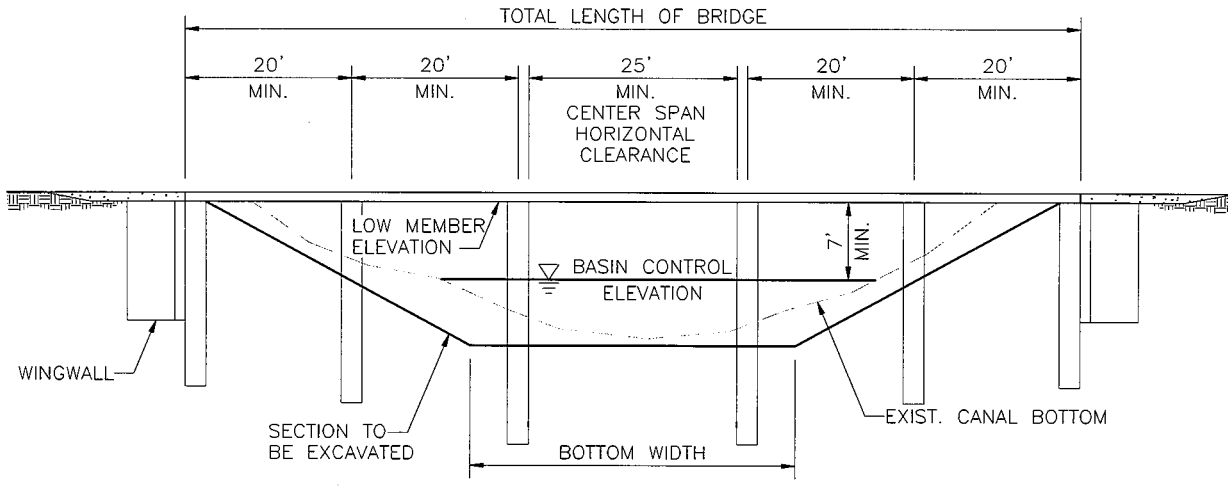


EXHIBIT

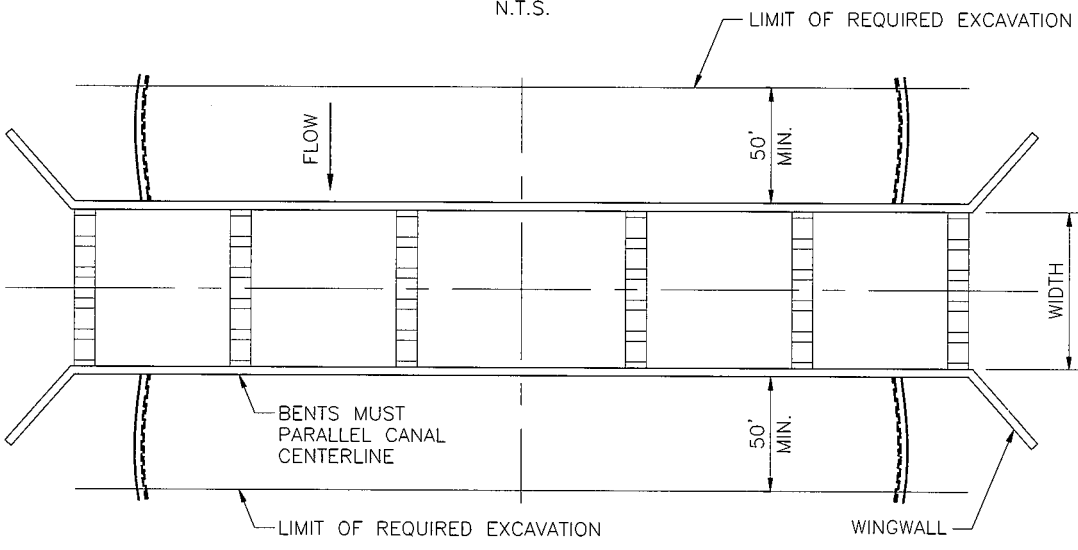
34

SOUTH BROWARD DRAINAGE DISTRICT
DESIGN CRITERIA MANUAL

EXHIBIT TITLE
TYPICAL DESIGN SECTION W/STABILIZED DIVIDER FOR
LAKES/WATER BODIES ADJACENT TO MITIGATION AREAS & BEHIND RESIDENTIAL LOTS



SECTION
N.T.S.



PLAN
N.T.S.

NOTES:
CANAL SECTION, LIMITS OF EXCAVATION & LENGTH OF TRANSITION TO EXISTING SECTION WILL BE FURNISHED BY THE APPLICANT WHEN APPLICABLE.
ALL ELEVATIONS MUST BE IN FT

SOUTH BROWARD DRAINAGE DISTRICT
DESIGN CRITERIA MANUAL
BRIDGE CROSSING DETAIL

EXHIBIT TITLE

SEAL

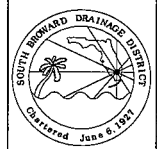
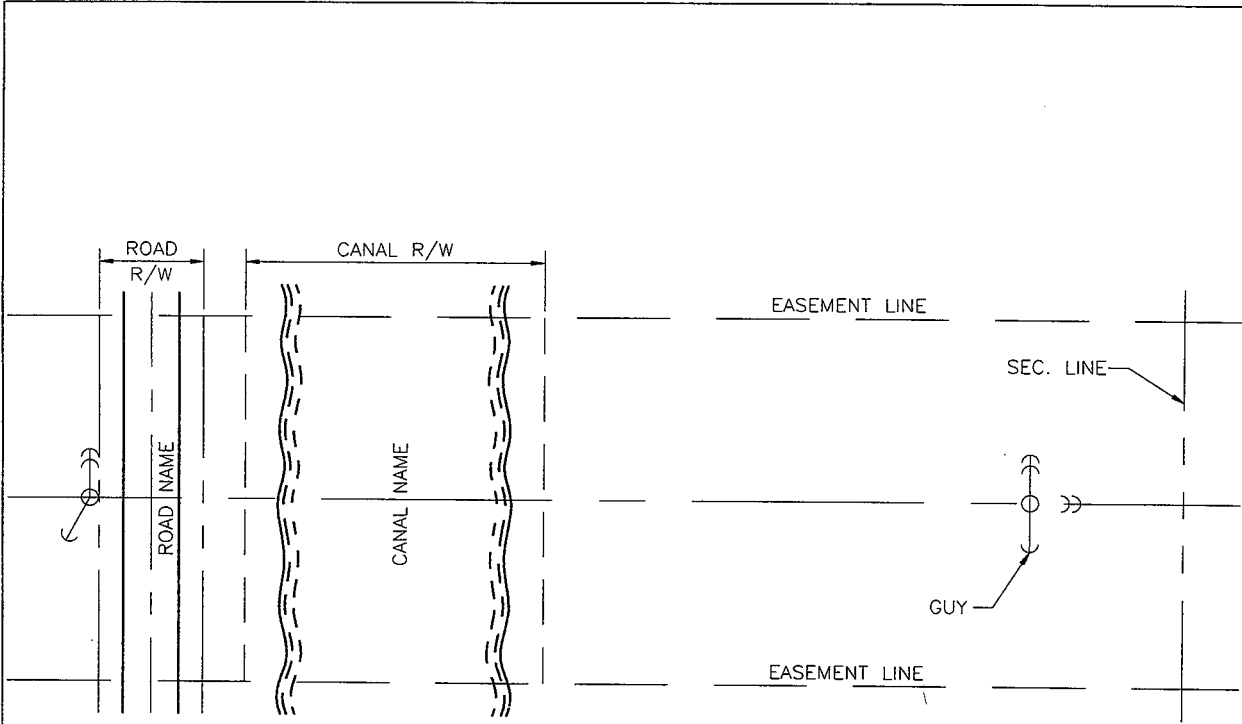
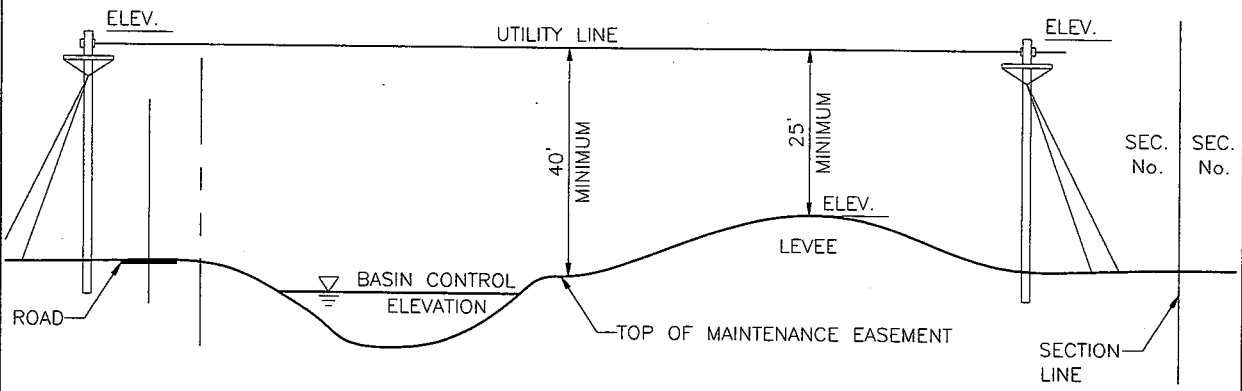


EXHIBIT
35



PLAN
N.T.S.



ELEVATION
N.T.S.

**SOUTH BROWARD DRAINAGE DISTRICT
DESIGN CRITERIA MANUAL
OVERHEAD UTILITY
CROSSING DETAIL**

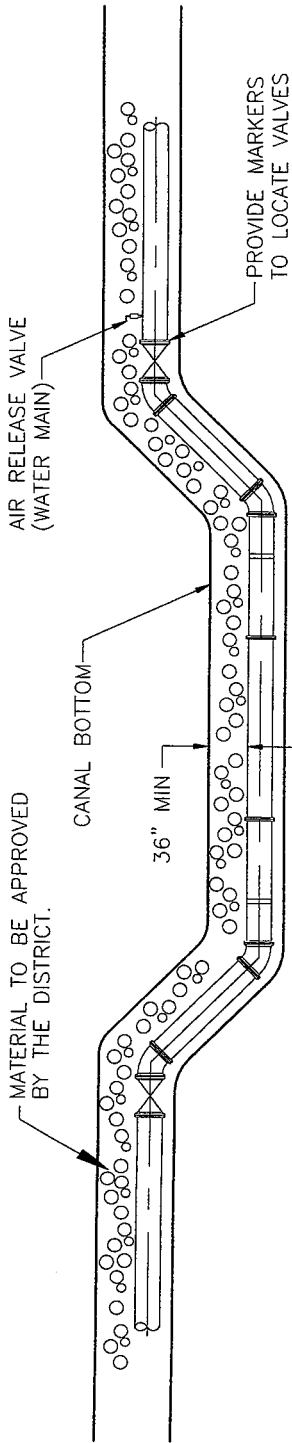
EXHIBIT TITLE

SEAL

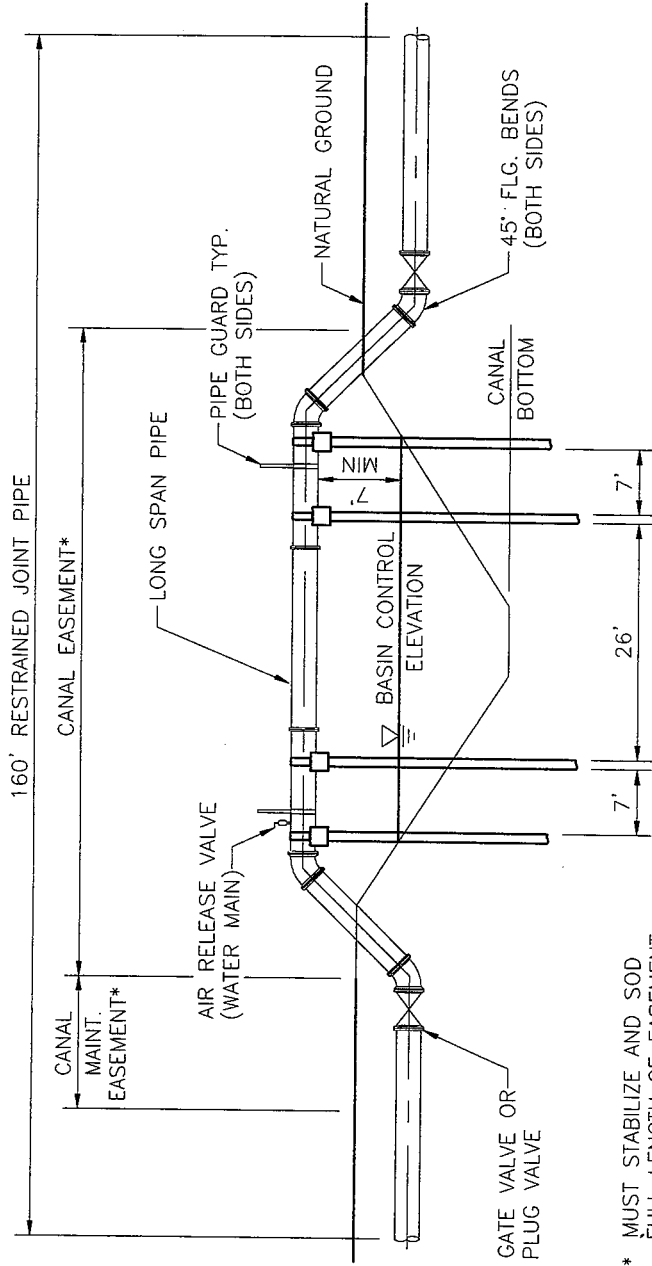


EXHIBIT

36



SUBAQUEOUS WATER & SEWER CROSSING



* MUST STABILIZE AND SOD FULL LENGTH OF EASEMENT.

AERIAL WATER & SEWER CROSSING

SOUTH BROWARD DRAINAGE DISTRICT
DESIGN CRITERIA MANUAL

UTILITY CROSSING DETAIL
AERIAL AND SUBAQUEOUS

SEAL



EXHIBIT

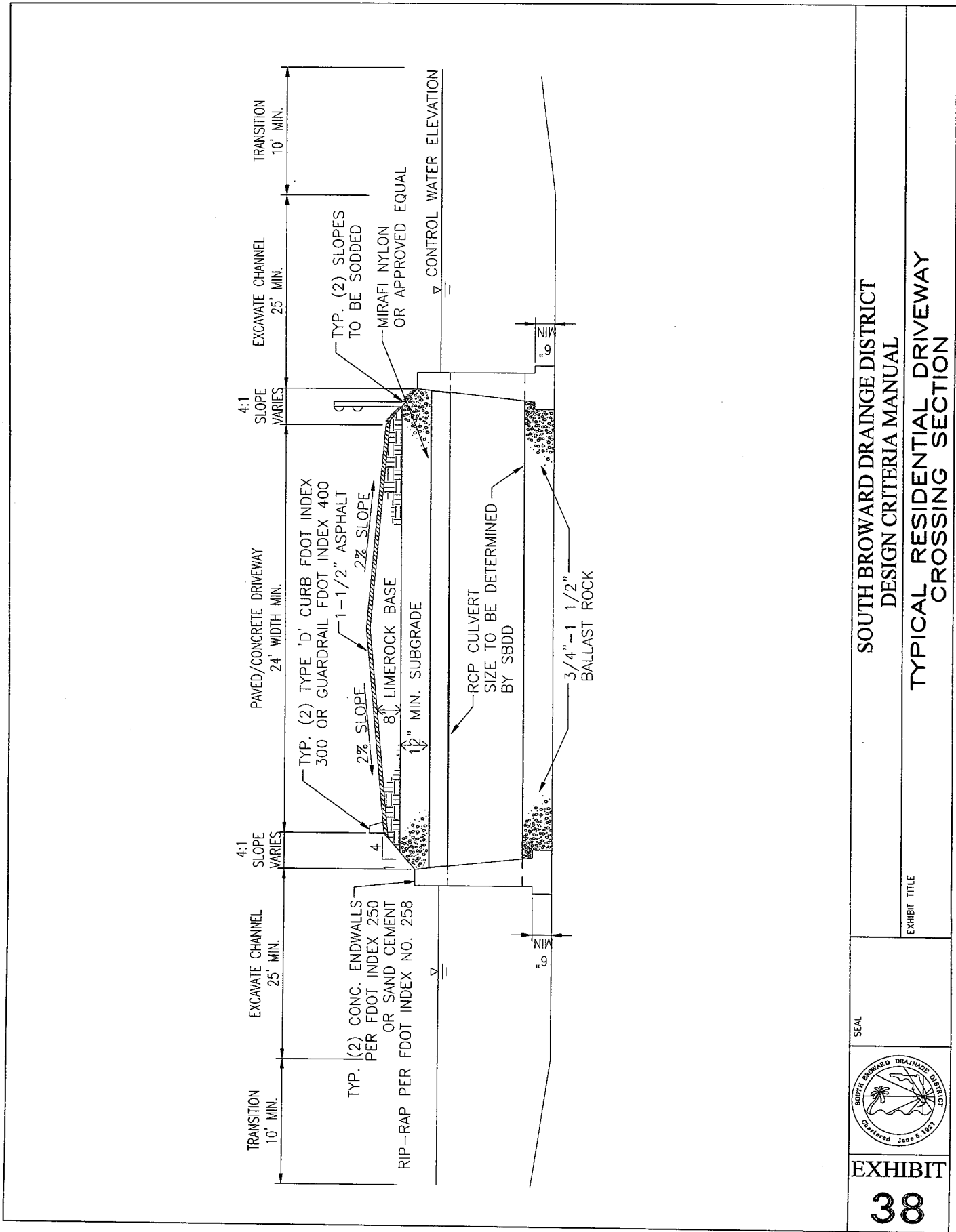
37

EXHIBIT TITLE

0.0

1.1

0.0



SOUTH BROWARD DRAINAGE DISTRICT
 DESIGN CRITERIA MANUAL
 TYPICAL RESIDENTIAL DRIVEWAY
 CROSSING SECTION

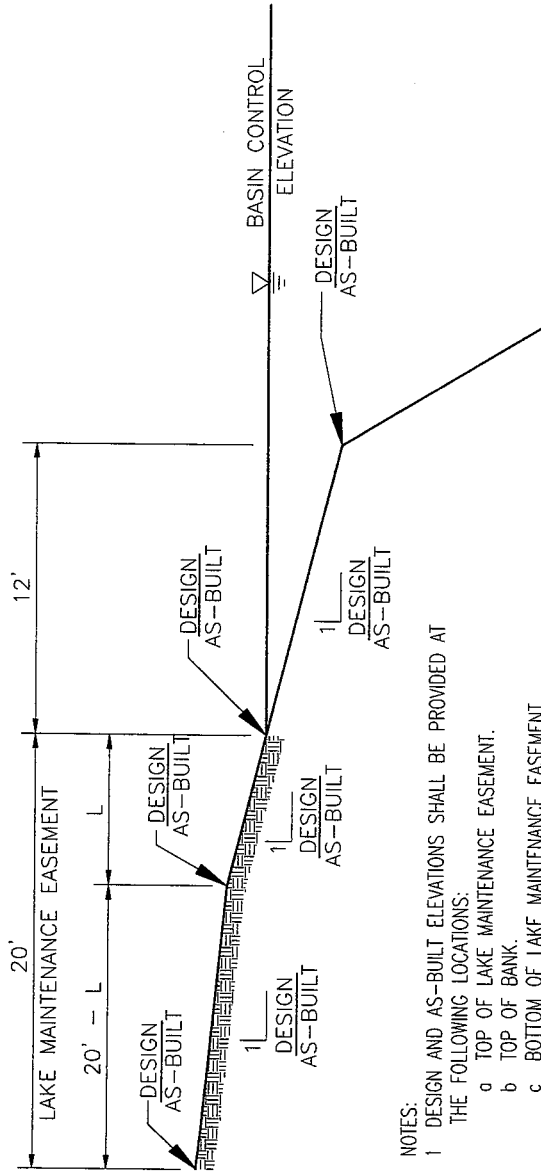
SEAL



EXHIBIT

38

EXHIBIT TITLE



NOTES:

- 1 DESIGN AND AS-BUILT ELEVATIONS SHALL BE PROVIDED AT THE FOLLOWING LOCATIONS:
 - a TOP OF LAKE MAINTENANCE EASEMENT.
 - b TOP OF BANK.
 - c BOTTOM OF LAKE MAINTENANCE EASEMENT.
 - d DEEP CUT LINE.
- 2 DESIGN CROSS SECTION SHALL BE SHOWN AS A DASHED LINE.
- 3 AS-BUILT SLOPES SHALL BE SHOWN AT THE THREE LOCATIONS INDICATED ABOVE.
- 4 IF LAKES ARE PARTIALLY BACKFILLED, CROSS SECTIONS MUST BE TAKEN THROUGH THE AFFECTED AREAS AT 100' INTERVALS.

SEAL



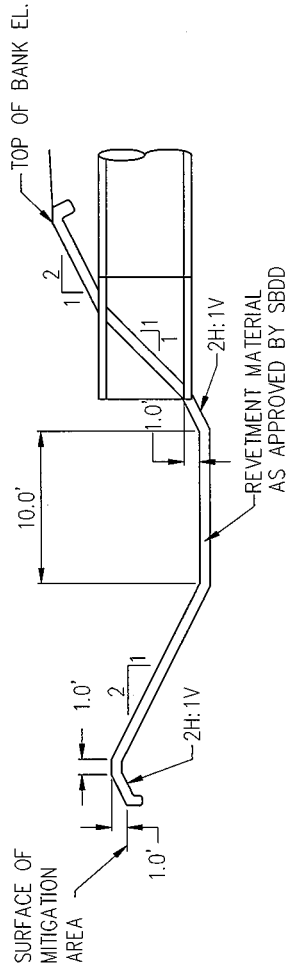
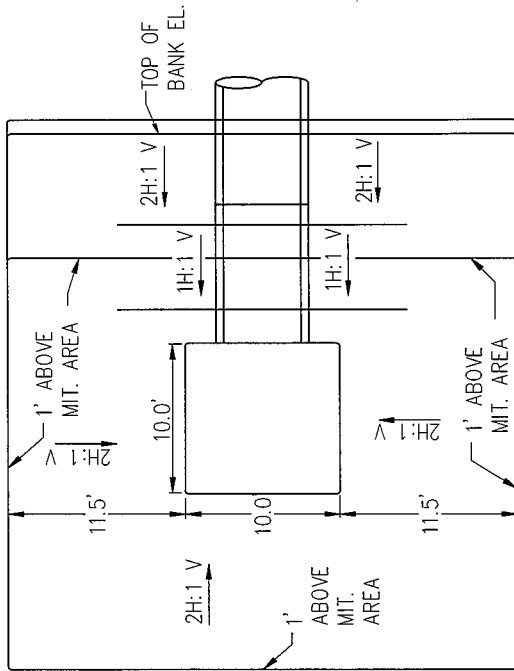
EXHIBIT

39

SOUTH BROWARD DRAINAGE DISTRICT
DESIGN CRITERIA MANUAL

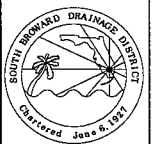
AS BUILT LAKE SECTION

EXHIBIT TITLE



SOUTH BROWARD DRAINAGE DISTRICT
 DESIGN CRITERIA MANUAL
 REVETMENT BASIN DETAIL

SEAL



EXHIBIT

40

EXHIBIT TITLE

TIME
(TC)
MIN

	0	1	2	3	4	5	6	7	8	9
10	6.81	6.59	6.39	6.21	6.04	5.88	5.74	5.60	5.47	5.35
20	5.23	5.13	5.02	4.92	4.83	4.74	4.66	4.57	4.49	4.42
30	4.35	4.28	4.21	4.14	4.08	4.02	3.96	3.90	3.85	3.80
40	3.74	3.69	3.64	3.60	3.55	3.51	3.46	3.42	3.38	3.34
50	3.30	3.26	3.22	3.18	3.15	3.11	3.08	3.05	3.01	2.98
60	2.95	2.92	2.89	2.86	2.83	2.80	2.77	2.75	2.72	2.69
70	2.67	2.64	2.62	2.59	2.57	2.54	2.52	2.50	2.48	2.45
80	2.43	2.41	2.39	2.37	2.35	2.33	2.31	2.29	2.27	2.25
90	2.24	2.22	2.20	2.18	2.16	2.15	2.13	2.11	2.10	2.08
100	2.07	2.05	2.04	2.02	2.00	1.99	1.98	1.96	1.95	1.93
110	1.92	1.91	1.89	1.88	1.87	1.85	1.84	1.83	1.81	1.80
120	1.79	1.78	1.77	1.75	1.74	1.73	1.72	1.71	1.70	1.69
130	1.68	1.67	1.66	1.64	1.63	1.62	1.61	1.60	1.59	1.58
140	1.58	1.57	1.56	1.55	1.54	1.53	1.52	1.51	1.50	1.49
150	1.48	1.48	1.47	1.46	1.45	1.44	1.43	1.43	1.42	1.41
160	1.40	1.40	1.39	1.38	1.37	1.37	1.36	1.35	1.34	1.34
170	1.33	1.32	1.32	1.31	1.30	1.30	1.29	1.28	1.28	1.27

INCHES OF RAINFALL

EXAMPLE: FOR A THREE (3) YEAR STORM WITH A TIME OF CONCENTRATION OF 45 MINUTES THE RAINFALL IN INCHES IS 3.51.

SEAL



EXHIBIT

41

SOUTH BROWARD DRAINAGE DISTRICT
DESIGN CRITERIA MANUAL

FLORIDA DEPARTMENT OF TRANSPORTATION
ZONE 10 3 YEAR RAINFALL DATA

EXHIBIT TITLE

IRREVOCABLE LETTER OF CREDIT

Date: (date letter of credit issued)

Bank reference No.

All Drafts must be marked: "Drawn under credit No."(Banks assigned number)

(Letter of Credit to be drawn through a local bank or branch doing business in Broward County)

For account of: (Developer's name and address)

Expiration date: (Minimum of one year from date of issuance)

To beneficiary: SOUTH BROWARD DRAINAGE DISTRICT
6591 S.W. 160th Avenue
Southwest Ranches, FL 33331

To South Broward Drainage District Board of Supervisors:

We hereby establish our Irrevocable Letter of Credit in favor of South Broward Drainage District available by your drafts at sight on us or demand letter and accompanied by documents specified below:

COVERING: (Name and location of project)

Paving and drainage improvements and as-built drawings at (name and location of projection) in accordance with plans prepared by (engineering firm or individual who prepared plans and specifications) dated (date of plans).

DOCUMENTS REQUIRED:

A certificate purportedly signed by a Supervisor or the Director of South Broward Drainage District stating that (Developer/Owner) has failed to complete the improvements as specified in the plans referred to above on the land described in Exhibit "A" to this Letter of Credit. [NOTE: Exhibit "A" to contain the legal description of the property improved.]

Special Instruction: This Letter of Credit shall be valid until _____ (one year from issue date) and shall thereafter be automatically renewed for successive one-year periods upon the anniversary of its issue unless at least thirty (30) days prior to cancellation or termination of this Letter of Credit we notify you in writing to South Broward Drainage District, 6591 S.W. 160th Avenue, Southwest Ranches, Florida 33331, that we elect not to renew this Letter of Credit.

Upon receipt by you of such notice you may draw hereunder by your drafts drawn at sight on us or demand letter and accompanied by a certificate signed by a Supervisor or the Director of the South Broward Drainage District stating that (Developer/Owner) has failed to provide certified as-built drawings and/or complete improvements as specified in the plans referred to above on the land described in Exhibit "A" to this Letter of Credit and that the aforesaid Letter of Credit is in full force and effect upon that date. Upon receipt of draft or demand letter accompanied by said certificate we shall issue a cashier's check payable to South Broward Drainage District for the full amount requested up to the amount of this Letter of Credit.

We hereby engage with you that all drafts or demand letters drawn under and in compliance with the terms of this credit will be duly honored if drawn and presented for payment at this office on or before the expiration date of this credit.

Sincerely yours,

Authorized Signatures



SOUTH BROWARD DRAINAGE DISTRICT

PRIVATE AQUATIC PLANT MANAGEMENT APPLICATOR'S REGISTRATION FORM

DATE _____

This form is applicable to open water only. No registration is required for treating wetland mitigation.

Company Name _____

Address _____

Phone _____ Fax _____ Email _____

Aquatic Licensee _____ License Number _____

Community _____

Client Name _____

Contact Person _____

Address _____

Phone _____ Fax _____ Email _____

Water Body(ies) Involved _____

Vegetation Contracted to Treat _____

Chemicals to Be Used _____

Frequency of Treatment per Contract _____

EXHIBIT 43

Have you been contracted to stock water bodies with triploid carp? _____

If yes, attach Grass Carp Registration Form and list which water bodies are being stocked:

1. Registrants shall comply with all rules and regulations of the Florida Department of Environmental Protection and the Broward County Environmental Protection and Growth Management Department.
2. Registrants shall notify the South Broward Drainage District if they propose to treat water bodies or vegetation other than those listed on this registration form.
3. Registrants shall notify the South Broward Drainage District if they propose to utilize chemicals other than those listed on this registration form.
4. Registrants agree to hold the South Broward Drainage District, its employees, board members and agents harmless from any damage to any persons or property, which may result from any aquatic plant management activities of the registrant.
5. Registrants shall notify the District prior to the introduction of carp, or other aquatic vegetation control fish to ensure that the addition of the fish will not cause the fish population to exceed desirable limits and to insure that all wetlands are properly protected.

I confirm that the above named company and its employees will comply with all of the above conditions.

Owner/officer _____ Date _____

Print Name and Title

Licensee _____ Date _____

**SOUTH BROWARD DRAINAGE DISTRICT
CRITERIA MANUAL**

EXHIBIT 44

BAILY DRAINAGE DISTRICT ORDINANCE NO. 80-3

**SOUTH BROWARD DRAINAGE DISTRICT
CRITERIA MANUAL**

APPENDIX

LIST OF APPENDICIES

- Appendix A SBDD Standard Maintenance & Indemnification Agreement Forms
- Appendix B SBDD Standard Easement Forms
- Appendix C SBDD Basin Characteristics for Individual Drainage Basins
- Appendix D 5-Year Drainage Recertification Forms and Guidelines
- Appendix E SBDD Standard Indemnification and Hold Harmless Agreement for Residential Properties
- Appendix F Surface Water Management Area (SWMA) Designation & Declaration of Restrictive Covenants

**SOUTH BROWARD DRAINAGE DISTRICT
CRITERIA MANUAL**

APPENDIX A

**SBDD STANDARD MAINTENANCE & INDEMNIFICATION
AGREEMENT FORMS**

On-Site Only

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

MAINTENANCE AND INDEMNIFICATION AGREEMENT
(PROJECT NAME)

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

WITNESSETH:

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

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

SEE EXHIBIT "A" ATTACHED HERETO

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

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

WHEREAS, the aforescribed Easements have been dedicated to the District and are recorded in the Public Records of Broward County, Florida in OR Book _____, Pages _____

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

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

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

- (a) To indemnify and hold harmless the District from any and all liability as the result of the construction of the Drainage System; and
- (b) To maintain the Drainage System for the Subject Property; and
- (c) To keep the Easement Areas free and clear of all permanent obstructions, including, but not limited to, landscaping; and

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

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

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

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

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

WHEREAS, notwithstanding anything stated herein, the District has the right, but not the

obligation to maintain the Drainage System; and

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

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

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

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

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

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

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

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

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

District. In this event, the District will make a reasonable attempt to notify Owner as soon as reasonably practical under the circumstances. This Paragraph does not and is not intended to release third parties from any damage that the third parties may cause to the Drainage System.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

documentation (invoices and the like) for all charges shown.

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

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

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

As to District:

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

with a copy to:

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

As to Owner:

NAME AND ADDRESS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Signed, sealed and delivered in the presence of:

"District"
(SOUTH BROWARD DRAINAGE DISTRICT)

Witness Signature

Witness Printed Name

By: Scott Hodges, Chairperson

Attest:

Witness Signature

Witness Printed Name

Robert E. Goggin IV, Secretary

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

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

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

NOTARY SEAL OR STAMP

NOTARY PUBLIC

"Owner"
NAME, a _____

Witness Signature

Witness Printed Name

Witness Signature

Witness Printed Name

By: _____
NAME, TITLE

STATE OF FLORIDA)
)
COUNTY OF _____)

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

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

[NOTARY SEAL, STAMP, COMMISSION AND EXPIRATION]

NOTARY PUBLIC:



On-site and Off-site – No Mitigation

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

MAINTENANCE AND INDEMNIFICATION AGREEMENT

(PROJECT NAME)

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

WITNESSETH:

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

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

SEE EXHIBIT "A" ATTACHED HERETO

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

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

neighboring properties; and

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

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

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

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

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

- (a) To indemnify and hold harmless the District from any and all liability as the result of the construction of the Drainage System; and
- (b) To maintain the Drainage System for the Subject Property; and
- (c) To keep the Easements Areas free and clear of all permanent obstructions, including, but not limited to, landscaping; and

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

WHEREAS, as part of the development of Subject Property, Owner will be constructing a ccess roads and adjacent roadside swales, all of which shall be maintained by the Owner and subject to the

Indemnification and Maintenance Obligations stated herein; and IF APPLICABLE

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

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

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

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

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

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

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

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

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

District's employees and agents will use their best efforts not to cause harm to the improvements and District agrees to give Owner reasonable notice prior to entering the Subject Property unless an emergency exists in which case the District will notify Owner as soon as reasonably practical under the circumstances.

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

6. After completion of construction by Owner, the Owner shall indemnify and hold harmless the District from any and all actions or claims which the District may sustain or incur by reason of or in consequence of the Owner's negligence in the maintenance of the Drainage System and/or negligence of the Owner and its employees or agents in the performance of the work to be performed by the Owner under this Agreement. The indemnification includes, but is not limited to, any and all personal injuries which may be suffered by any individuals or entities as a result of Owner's and/or its employees' or agents' negligence in the maintenance of the Drainage System. The Owner agrees to take over and defend such claims or actions filed against District with respect to the indemnity contained in this paragraph 6. Nothing contained herein shall be deemed, however, to constitute a waiver by District of any limitations of its liability that may be accorded it by virtue of Section 768.28, Florida Statutes, or any subsequent similar law. Further, nothing contained herein shall be construed to provide that either party

may be liable to any person not a party to this Agreement and neither party waives any defenses it may have against claims from such persons.

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

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

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

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

the contractors, subcontractors or third parties from liability for their own actions.

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

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

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

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

for maintenance of the Drainage System.

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

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

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

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

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

Indemnification obligations stated in this Agreement. IF APPLICABLE

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

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

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

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

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

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

As to District:

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

with a copy to:

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

As to Owner:

NAME AND ADDRESS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

{The remainder of this page left intentionally blank}

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

Signed, sealed and delivered in the presence of:

"District"
(SOUTH BROWARD DRAINAGE DISTRICT)

Witness Signature

Witness Printed Name

By: Scott Hodges, Chairperson

Attest:

Witness Signature

Robert E. Goggin IV, Secretary

Witness Printed Name

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

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

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

NOTARY SEAL OR STAMP

NOTARY PUBLIC

"Owner"
NAME, a _____

Witness Signature

Witness Printed Name

Witness Signature

Witness Printed Name

By: _____
NAME, TITLE

STATE OF FLORIDA)
)
COUNTY OF _____)

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

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

[NOTARY SEAL, STAMP, COMMISSION AND EXPIRATION]

NOTARY PUBLIC:



On-Site Only With Mitigation

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

MAINTENANCE AND INDEMNIFICATION AGREEMENT
(Project Name)

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

WITNESSETH:

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

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

SEE EXHIBIT "A" ATTACHED HERETO

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

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

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

and

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

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

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

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

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

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

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

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

construction of the Drainage System; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

As to District:

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

with a copy to:

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

As to Owner:

NAME AND ADDRESS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

{Remainder of this page left intentionally blank}

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

Signed, sealed and delivered in the presence of:

"District"
(SOUTH BROWARD DRAINAGE DISTRICT)

Witness Signature †

Witness Printed Name †

By: Scott Hodges, Chairperson

Attest:

Witness Signature †

Robert E. Goggin IV, Secretary

Witness Printed Name †

STATE OF FLORIDA)
)§
COUNTY OF BROWARD)

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

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

NOTARY SEAL OR STAMP

NOTARY PUBLIC SIGNATURE

"Owner"

SHOW NAME OF OWNER

Witness Signature †

Witness Printed Name

Witness Signature †

By: _____
Name, Title

Witness Printed Name †

STATE OF FLORIDA)
) §
COUNTY OF)

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

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

NOTARY SEAL OR STAMP

NOTARY PUBLIC SIGNATURE

EXHIBIT "A"

EXHIBIT "B"



On-Site and Off-Site With Mitigation

February 24, 2015

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

MAINTENANCE AND INDEMNIFICATION AGREEMENT
(Project Name)

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

WITNESSETH:

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

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

SEE EXHIBIT "A" ATTACHED HERETO

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. The foregoing statements are true and correct and are incorporated herein by reference as though set forth verbatim.
2. The Owner agrees that Owner shall be responsible for such work as may be necessary to maintain the Surface Water Management System in the condition required by the District, and other governmental agencies other than the District which have jurisdiction over Subject Property and the Mitigation Area.
3. The Owner acknowledges that if it fails to maintain the Surface Water Management System, the District will perform the required maintenance work in accordance with the terms of this Agreement.
4. The Owner acknowledges that in the event the District's employees and/or agents are required to maintain any portion of the Mitigation Area and should the work of District's employees and/or agents cause any harm whatsoever to the Mitigation Area improvements that the Owner shall be responsible for replanting or other work which may be necessary in order to return the Mitigation Area

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

As to District:

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

with a copy to:

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

As to Owner:

NAME AND ADDRESS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

{Remainder of this page left intentionally blank}

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

Signed, sealed and delivered in the presence of:

"District"
(SOUTH BROWARD DRAINAGE DISTRICT)

Witness Signature †

Witness Printed Name †

By: Scott Hodges, Chairperson

Attest:

Witness Signature †

Robert E. Goggin IV, Secretary

Witness Printed Name †

STATE OF FLORIDA)
)§
COUNTY OF BROWARD)

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

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

NOTARY SEAL OR STAMP

NOTARY PUBLIC SIGNATURE

"Owner"

SHOW NAME OF OWNER

Witness Signature †

Witness Printed Name

Witness Signature †

By: _____
Name, Title

Witness Printed Name †

STATE OF FLORIDA)
) §
COUNTY OF)

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

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

NOTARY SEAL OR STAMP

NOTARY PUBLIC SIGNATURE

EXHIBIT "A"

EXHIBIT "B"

**SOUTH BROWARD DRAINAGE DISTRICT
CRITERIA MANUAL**

APPENDIX B

SBDD STANDARD EASEMENT FORMS

Prepared by and Return to:

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

Folio No:

**DRAINAGE EASEMENT
(PROJECT NAME)**

THIS DRAINAGE EASEMENT is granted this ____ day of _____, 20____, by **PROPERTY OWNER** whose address is _____, hereinafter referred to as "Grantor" to **SOUTH BROWARD DRAINAGE DISTRICT**, a political subdivision of the State of Florida, located at 6591 S.W. 160th Avenue, Southwest Ranches, Florida 33331, hereinafter referred to as "District".

WITNESSETH:

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

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

(2) Grantor acknowledges that the easement granted herein is non-exclusive, and should any easements over the same property be granted, subsequent to the date of this easement, the holder of any such subsequent easements shall be required to obtain approval from the District for the use of the Drainage Easement Area.

(3) 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.

(4) This Easement is subject to the existing and proposed improvements within the Drainage Easement Area as shown on Exhibit "B" attached hereto and made a part hereof. No other improvements, trees, landscaping or encroachments including utilities shall be placed within the Drainage Easement Area without the approval of and a permit from the District.

(5) 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.

(6) 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 Grantors 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, said Grantor has caused these presents to be signed in its name by its proper officer(s), the day and year above written.

Signed, sealed and delivered

in the presence of:

"Grantor"

PROPERTY OWNER

Witness Signature †

NAME AND TITLE

Witness Printed Name †

Witness Signature †

Witness Printed Name †

STATE OF FLORIDA)
) §
COUNTY OF)

The foregoing Drainage Easement is acknowledged before me this ____ day of _____, 20__ by **NAME**, as **TITLE of PROPERTY OWNER**, 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 _____, 20__.

[NOTARY SEAL AND STAMP]

NOTARY PUBLIC SIGNATURE

Prepared By and Return To:

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

Folio N^o

**DRAINAGE, FLOWAGE AND STORAGE EASEMENT
(PROJECT NAME)**

THIS DRAINAGE, FLOWAGE AND STORAGE EASEMENT is granted this ____ day of _____, 20____, by **PROPERTY OWNER**, whose address is _____, 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, a perpetual and exclusive Drainage, Flowage and Storage Easement ("Easement") for the construction and maintenance of **DESCRIPTION OF LAKES** at **PROJECT NAME** for flowage and storage of stormwater 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, Flowage and Storage Easement Area"), together with free ingress, egress and regress across said Drainage, Flowage and Storage Easement Area for the purpose of constructing, maintaining and repairing the drainage system and appurtenances contained therein.

(2) Grantor acknowledges that the Easement granted herein to the District is exclusive, and 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, Flowage and Storage Easement Area.

(3) 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.

(4) No improvements shall be placed within the Drainage, Flowage and Storage Easement Area without the approval of and a permit from the District.

(5) Grantor acknowledges that Grantor and Grantor's successors and assigns shall be responsible for construction and maintenance of the lakes constructed within the Drainage, Flowage and Storage Easement Area and that District shall have the right but not the obligation to maintain said area.

(6) Grantor further acknowledges that in the event the District incurs any expenses in maintaining or repairing the lakes within the Drainage, Flowage and Storage 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 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, said Grantor has caused these presents to be signed in its name by its proper officer(s), the day and year first above written.

Signed, sealed and delivered
in the presence of:

"Grantor"
PROPERTY OWNER

Witness Signature †

NAME AND TITLE

Witness Printed Name

Witness Signature †

Witness Printed Name †

STATE OF FLORIDA)
) §
COUNTY OF)

The foregoing Drainage, Flowage and Storage Easement is acknowledged before me this _____ day of _____, 20____ by **NAME, as TITLE of PROPERTY OWNER**, 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 _____, 20____.

[NOTARY SEAL, STAMP]

NOTARY PUBLIC SIGNATURE

Prepared By and Return To:

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

Folio N°:

**LAKE MAINTENANCE EASEMENT
(PROJECT NAME)**

THIS LAKE MAINTENANCE EASEMENT is granted this _____ day of _____, 20____, by **PROPERTY OWNER**, whose address is _____, 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 in hand paid by District, the receipt whereof is hereby acknowledged, does hereby grant and convey

(1) To District, its successors and assigns, a perpetual and non-exclusive Lake Maintenance Easement for access to and maintenance of an adjacent lake or water body, together with any necessary appurtenances incidental and necessary thereto, over, across and through the real properties described in Exhibit "A" attached hereto and made a part hereof ("Lake Maintenance Easement Area"), together with free ingress and egress across said Lake Maintenance Easement Area for the purpose of constructing, maintaining and repairing the adjacent lake or water body and appurtances contained therein.

(2) Grantor acknowledges that the easement granted to the District herein is non-exclusive, and 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 Lake Maintenance Easement Area.

(3) 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.

(4) This Easement is subject to the existing and proposed improvements within the Lake Maintenance Easement Area as shown on Exhibit "B" attached hereto and made a part hereof. No other improvements, trees, landscaping or encroachments including utilities shall be placed within the Lake Maintenance Easement Area without the approval of and a permit from the District.

(5) Grantor acknowledges that Grantor and Grantor's successors and assigns shall be responsible for construction and maintenance of all drainage facilities

constructed within the Lake Maintenance Easement Area and adjacent lake or water body, and that District shall have the right but not the obligation to maintain said drainage facilities.

(6) Grantor further acknowledges that in the event the District incurs any expenses in maintaining or repairing the drainage facilities within the Lake Maintenance Easement Area, Grantor and Grantors 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, said Grantor has caused these presents to be signed in its name by its proper officer(s), the day and year above written.

Signed, sealed and delivered
in the presence of:

"Grantor"
PROPERTY OWNER

Witness Signature †

By: _____
NAME AND TITLE

Witness Printed Name †

Witness Signature †

Witness Printed Name †

STATE OF _____)
COUNTY OF _____) §

The foregoing Lake Maintenance Easement is acknowledged before me this ____ day of _____, 20__ by **NAME, as TITLE of PROPERTY OWNER**, who (is personally known to me) or (has produced _____ as identification).

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

[NOTARY SEAL AND STAMP]

NOTARY PUBLIC SIGNATURE

Prepared by and Return to:

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

Folio No:

**BOAT RAMP/LAKE ACCESS EASEMENT
(PROJECT NAME)**

THIS BOAT RAMP/LAKE ACCESS EASEMENT is granted this ____ day of _____, 20__, by **PROPERTY OWNER**, whose address is _____, 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 in hand paid by District receipt whereof is hereby acknowledged, does hereby grant and convey:

(1) To District, its successors and assigns, a perpetual and exclusive Boat Ramp/Lake Access Easement for the construction and maintenance of a boat ramp and for access to an adjacent lake/water body, together with any necessary appurtenances incidental and necessary thereto, over, across and through the real properties described in Exhibit "A" attached hereto and made part hereof ("Boat Ramp/Lake Access Easement Area"), together with free ingress and egress across said Boat Ramp/Lake Access Easement Area for the purpose of constructing, maintaining and repairing the boat ramp and appurtenances contained therein.

(2) Grantor acknowledges that the easement granted to the District herein is exclusive, and 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 Boat Ramp/Lake Access Easement Area.

(3) 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.

(4) This Easement is subject to the existing and proposed improvements within the Boat Ramp/Lake Access Easement Area as shown on Exhibit "B" attached hereto and made a part hereof. No other improvements, trees, landscaping or encroachments including utilities shall be placed within the Boat Ramp/Lake Access Easement Area without the approval of and a permit from the District.

(5) Grantor acknowledges that Grantor and Grantor's successors and assigns shall be responsible for construction and maintenance of all drainage facilities constructed within the Boat Ramp/Lake Access Easement Area and that District shall have the right but not the obligation to maintain said drainage facilities.

(6) Grantor further acknowledges that in the event the District incurs any expenses in maintaining or repairing the drainage facilities within the Boat Ramp/Lake Access Easement Area, Grantor and Grantors 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, said Grantor has caused these presents to be signed in its name by its proper officer(s), the day and year above written:

Signed, sealed and delivered
in the presence of:

'Grantor'

PROPERTY OWNER

Witness Signature †

By: _____
NAME AND TITLE

Witness Printed Name †

Witness Signature †

Witness Printed Name †

STATE OF FLORIDA)
) §
COUNTY OF

The foregoing Boat Ramp/Lake Access Easement is acknowledged before me this _____ day of _____, 20__ by NAME, as TITLE of PROPERTY OWNER as Grantor and who [is personally known to me] [has produced _____ as identification].

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

[NOTARY SEAL AND STAMP]

NOTARY PUBLIC SIGNATURE

**SOUTH BROWARD DRAINAGE DISTRICT
CRITERIA MANUAL**

APPENDIX C

**SBDD BASIN CHARACTERISTICS FOR INDIVIDUAL
DRAINAGE BASINS**

BASIN CHARACTERISTICS

BASIN S-1

GENERAL

BASIN AREA	(AC)	4160
PERVIOUS AREA	(AC)	2092 (51%)
IMPERVIOUS AREA	(AC)	1913 (46%)
LAKE AREA	(AC)	155 (3%)
CONTROL ELEVATION	(FT NGVD)	2.50
10-YEAR 3-DAY FLOOD ELEVATION (MINIMUM ROAD CROWN)	(FT NGVD)	6.50
100-YEAR 3-DAY FLOOD ELEVATION (MINIMUM FINISHED FLOOR ELEVATION)	(FT NGVD)	8.00

Note:

All undeveloped areas are required to have a minimum of 15% water management area and to comply with all SFWMD and SBDD Criteria.

S.F.W.M.D. PERMIT CONDITIONS (PERMIT # 06-00826-S)

DISCHARGE CONTROL STRUCTURE		PUMP STA
DISCHARGE CAPACITY	(CFS)	425
RECEIVING WATER		SFWMD C-9

CANAL

CANAL NAME		SBDD No 1
LENGTH	(FT)	21,000
MANNING'S "n"		0.033

BASIN CHARACTERISTICS BASINS S-2, S-7 & S-13

GENERAL

TOTAL BASIN AREA	(AC)	9550
TOTAL PERVIOUS AREA	(AC)	3670 (44%)
TOTAL IMPERVIOUS AREA	(AC)	4130 (38%)
LAKE AREA	(AC)	1750 (18%)
DESIGN CONTROL ELEVATION		
Basins S-2 and S-7	(FT NGVD)	2.70
Basin S-13	(FT NGVD)	3.00
10-YEAR 3-DAY FLOOD ELEVATION (MINIMUM ROAD CROWN)	(FT NGVD)	6.00
100-YEAR 3-DAY FLOOD ELEVATION (MINIMUM FINISHED FLOOR ELEVATION)	(FT NGVD)	7.50

Note:

All undeveloped areas are required to have a minimum of 20% water management area and to comply with all SFWMD and SBDD Criteria.

S.F.W.M.D. PERMIT CONDITIONS

(PERMIT #'S 06-00295-S, 06-0373-S & 06-00898-S)

DISCHARGE CONTROL STRUCTURE		PUMP STA
DISCHARGE CAPACITY		
SBDD Canal No 2 (Palm Avenue Canal)	(CFS)	300
SBDD Canal No 3 (Flamingo Road Canal)	(CFS)	222
TOTAL	(CFS)	522
RECEIVING WATER		SFWMD C-9

CANAL

CANAL NAME		SBDD No 2
LENGTH	(FT)	21,000
CANAL NAME		SBDD No 3
LENGTH	(FT)	26,500
MANNING'S "n"		0.033

BASIN CHARACTERISTICS

BASIN S-3

GENERAL

TOTAL BASIN AREA	(AC)	5810
TOTAL PERVIOUS AREA	(AC)	2577 (44.3%)
TOTAL IMPERVIOUS AREA	(AC)	2124 (36.6%)
LAKE AREA	(AC)	1109 (19.1%)
DESIGN CONTROL ELEVATION	(FT NGVD)	3.00
Lido Isles (Figure II-C-3)	(FT NGVD)	3.50
10-YEAR 3-DAY FLOOD ELEVATION (MINIMUM ROAD CROWN)	(FT NGVD)	6.50
100-YEAR 3-DAY FLOOD ELEVATION (MINIMUM FINISHED FLOOR ELEVATION)	(FT NGVD)	8.00

Note:

All undeveloped areas are required to have a minimum of 20% water management area and to comply with all SFWMD and SBDD minimum design criteria.

S.F.W.M.D. PERMIT CONDITIONS (PERMIT # 06-00095-S)

DISCHARGE CONTROL STRUCTURE		PUMP STA
DISCHARGE CAPACITY	(CFS)	200
RECEIVING WATER		SFWMD C-9

CANAL

CANAL NAME		SBDD No 4
LENGTH	(FT)	15,000
MANNING'S "n"		0.033

BASIN CHARACTERISTICS

BASIN S-4

GENERAL

TOTAL BASIN AREA	(AC)	1988
TOTAL PERVIOUS AREA	(AC)	913 (46%)
TOTAL IMPERVIOUS AREA	(AC)	512 (26%)
LAKE AREA	(AC)	563 (28%)
DESIGN CONTROL ELEVATION	(FT NGVD)	3.50
10-YEAR 3-DAY FLOOD ELEVATION (MINIMUM ROAD CROWN)	(FT NGVD)	6.00
100-YEAR 3-DAY FLOOD ELEVATION (MINIMUM FINISHED FLOOR ELEVATION)	(FT NGVD)	7.50

Note:

All undeveloped areas are required to have a minimum of 20% water management area and to comply with all SFWMD and SBDD minimum design criteria.

S.F.W.M.D. PERMIT CONDITIONS (PERMIT # 06-01835-S)

DISCHARGE CONTROL STRUCTURE		PUMP STA
DISCHARGE CAPACITY	(CFS)	70
RECEIVING WATER		SFWMD C-9

CANAL

N/A

BASIN CHARACTERISTICS

BASIN S-5

GENERAL

TOTAL BASIN AREA	(AC)	7840
TOTAL PERVIOUS AREA	(AC)	1730 (22%)
TOTAL IMPERVIOUS AREA	(AC)	1655 (21%)
WATER MANAGEMENT AREA	(AC)	1810 (23%)
MITIGATION	(AC)	450 (6%)
PRESERVE (SFWMD)	(AC)	2195 (28%)
DESIGN CONTROL ELEVATION		
Sub-Basins No 1 (Figure II-E-2)	(FT NGVD)	4.00
Sub-Basins No 2 (Figure II-E-2)	(FT NGVD)	4.25
Sub-Basins No 3 (Figure II-E-2)	(FT NGVD)	4.50
10-YEAR 3-DAY FLOOD ELEVATION		
Sub-Basins No 1	(FT NGVD)	6.00
Sub-Basins No 2	(FT NGVD)	6.50
Sub-Basins No 3	(FT NGVD)	6.50
(MINIMUM ROAD CROWN)		
100-YEAR 3-DAY FLOOD ELEVATION		
Sub-Basins No 1	(FT NGVD)	7.50
Sub-Basins No 2	(FT NGVD)	8.00
Sub-Basins No 3	(FT NGVD)	8.00
(MINIMUM FINISHED FLOOR ELEVATION)		

Note:

All undeveloped areas are required to have a minimum of 20% water management area and to comply with all SFWMD and SBDD minimum design criteria.

S.F.W.M.D. PERMIT CONDITIONS (PERMIT # 06-01401-S)

DISCHARGE CONTROL STRUCTURE		PUMP STA
DISCHARGE CAPACITY	(CFS)	180
RECEIVING WATER		SFWMD C-9

CANAL

N/A

BASIN CHARACTERISTICS

BASIN S-8

GENERAL

TOTAL BASIN AREA	(AC)	6100
TOTAL PERVIOUS AREA	(AC)	3610 (59%)
TOTAL IMPERVIOUS AREA	(AC)	1775 (29%)
LAKE AREA	(AC)	715 (12%)
DESIGN CONTROL ELEVATION	(FT NGVD)	3.50
Ivanhoe (See Figure II-G-3)	(FT NGVD)	4.00
10-YEAR 3-DAY FLOOD ELEVATION	(FT NGVD)	6.00
Ivanhoe (See Figure II-G-3)	(FT NGVD)	6.50
(MINIMUM ROAD CROWN)		
100-YEAR 3-DAY FLOOD ELEVATION	(FT NGVD)	7.50
Ivanhoe (See Figure II-G-3)	(FT NGVD)	8.00
(MINIMUM FINISHED FLOOR ELEVATION)		

Note:

All undeveloped areas are required to have a minimum of 20% water management area and to comply with all SFWMD and SBDD minimum design criteria.

S.F.W.M.D. PERMIT CONDITIONS (PERMIT # 06-01400-S)

DISCHARGE CONTROL STRUCTURE		PUMP STA
DISCHARGE CAPACITY	(CFS)	330
RECEIVING WATER		SFWMD C-11

CANAL

CANAL NAME		SBDD No 10
LENGTH	(FT)	10,550
CANAL NAME		SBDD No 11
LENGTH	(FT)	14,500
MANNING'S "n"		0.033

BASIN CHARACTERISTICS

BASIN S-9 & 10

GENERAL

TOTAL BASIN AREA	(AC)	6925
TOTAL PERVIOUS AREA	(AC)	3265 (47%)
TOTAL IMPERVIOUS AREA	(AC)	2410 (35%)
LAKE AREA	(AC)	1250 (18%)
DESIGN CONTROL ELEVATION	(FT NGVD)	4.00
10-YEAR 3-DAY FLOOD ELEVATION (MINIMUM ROAD CROWN)	(FT NGVD)	6.50
100-YEAR 3-DAY FLOOD ELEVATION (MINIMUM FINISHED FLOOR ELEVATION)	(FT NGVD)	8.00

Note:

All undeveloped areas are required to have a minimum of 20% water management area and to comply with all SFWMD and SBDD minimum design criteria.

S.F.W.M.D. PERMIT CONDITIONS (PERMIT # 06-01400-S)

DISCHARGE CONTROL STRUCTURES		FLOOD GATES
MAXIMUM ALLOWABLE DISCHARGE		
SBDD Canal No. 12	(CFS)	121
SBDD Canal No. 13	(CFS)	121
SBDD Canal No. 13A	(CFS)	121
RECEIVING WATER		SFWMD C-11

CANAL

CANAL NAME		SBDD No 12
LENGTH	(FT)	11,700
MANNING'S "n"		0.033
CANAL NAME		SBDD No 13
LENGTH	(FT)	11,700
MANNING'S "n"		0.033
CANAL NAME		SBDD No 13A
LENGTH	(FT)	6,300
MANNING'S "n"		0.033

BASIN CHARACTERISTICS

BASIN S-12

GENERAL

TOTAL BASIN AREA	(AC)	1600
TOTAL PERVIOUS AREA	(AC)	N/A
TOTAL IMPERVIOUS AREA	(AC)	N/A
LAKE AREA	(AC)	N/A
DESIGN CONTROL ELEVATION	(FT NGVD)	3.00
10-YEAR 3-DAY FLOOD ELEVATION (MINIMUM ROAD CROWN)	(FT NGVD)	6.50
100-YEAR 3-DAY FLOOD ELEVATION (MINIMUM FINISHED FLOOR ELEVATION)	(FT NGVD)	7.50

Note:

All undeveloped areas are required to have a minimum of 20% water management area and to comply with all SFWMD and SBDD minimum design criteria.

S.F.W.M.D. PERMIT CONDITIONS

DISCHARGE CONTROL STRUCTURES	GRAVITY
DISCHARGE CAPACITY	*
RECEIVING WATER	SFWMD C-9

* Based on SFWMD Allowable Discharge of 3/4" per acre per day

CANAL

CANAL NAME		SFWMD C-9
LENGTH	(FT)	N/A
MANNING'S "n"		N/A

**SOUTH BROWARD DRAINAGE DISTRICT
CRITERIA MANUAL**

APPENDIX D

**5-YEAR DRAINAGE RECERTIFICATION FORMS AND
GUIDELINES**



SOUTH BROWARD DRAINAGE DISTRICT 5-YEAR OPERATIONS AND MAINTENANCE PERMIT GUIDELINES

The following guidelines shall apply to all 5-Year Drainage Re-Certifications performed within the South Broward Drainage District (SBDD).

1. SBDD shall notify the property owner of the requirement for the 5-Year Drainage Re-certification approximately 60 days in advance of the due date.
2. For properties that are less than 1 acre in size, and where drainage systems that are comprised of five (5) or less drainage structures on the property, the property owner may process the 5-year drainage re-certification without the aid of a Professional Engineer. However, it is recommended that the knowledge and expertise of a Professional Engineer be utilized on all properties and on all 5-year Drainage Re-Certifications.
3. For all other properties, the 5-Year Drainage Re-Certification shall be provided by a Registered Professional Engineer.
4. The following steps shall be followed:
 - a. The Engineer shall obtain all relevant information on the existing drainage system, including, but not limited to, the approved as-built drawings.
 - b. The Engineer shall review the existing drainage information and familiarize himself/herself on the original design and intent of the system.
 - c. The Engineer shall perform a site inspection of the entire drainage system and determine what, if any, maintenance and repair work is required in order to re-certify the drainage system in accordance with the Engineer's Certification Form.
 - d. The property owner shall coordinate, as necessary, to complete all of the required maintenance and repair work as denoted by the Engineer. Where required by SBDD or the local municipality, the work shall be performed by a licensed Contractor.
 - e. The Engineer shall perform a follow-up inspection to verify that all of the required maintenance and repair work has been completed.
 - f. The Engineer shall submit the Engineer's Certification Form to SBDD and shall schedule a final inspection with SBDD for the 5-Year Drainage Re-Certification.
 - g. Upon completion of all outstanding items and acceptance by SBDD, SBDD shall issue the Operations and Maintenance Permit.
5. The Engineer's site inspection and certification shall include the following items:
 - a. Catch basin grates, manhole covers and outfalls are to be free of obstructions.
 - b. Probe catch basins for mud, debris, silt, etc. (Depth of material in a pipe shall not exceed 5% of the diameter of the pipe and the depth of material in a catch basin sump shall not exceed 5% of the distance from the bottom of the structure to the lowest pipe invert).
 - c. Check headwalls for deterioration and any sign of erosion.
 - d. Check for broken grates.
 - e. Check weirs and baffles installation (12" min. sump clearance from bottom of structure to bottom of baffle, if applicable)
 - f. Check for areas of sunken or deteriorated pavement which may be a sign of a

drainage problem.

- g. Check for modifications to swales and retention areas.
- h. Check for proper maintenance of swale and retention areas.
- i. Check flumes.
- j. Check for alterations to original design and construction of drainage system.
- k. Check for landscaping which may have been planted over drainage pipes.



SOUTH BROWARD DRAINAGE DISTRICT
5-YEAR OPERATIONS AND MAINTENANCE PERMIT
ENGINEER'S CERTIFICATION FORM

I hereby certify that to the best of my knowledge and belief, the drainage system for NAME OF PROJECT is functioning in a manner that is in substantial conformation with the drainage system originally approved, permitted and constructed. This certification is based upon an inspection conducted by me or my designated representative, on _____; and based upon this inspection, it has been determined that the drainage system for the above-referenced project is consistent with the approved as-built drawings, except as noted below:

List of deviations from approved as-built drawings (add additional pages as necessary):

I further certify that to the best of my knowledge and belief:

1. All catch basin grates, storm manhole covers and outfalls are free of obstructions.
2. All catch basins were probed during the inspection and are substantially free of mud, debris, silt etc.
3. All drainage pipes are operating in a satisfactory manner with no obstructions of flow that would require additional inspections or investigation.
4. There are no areas of sunken pavement that in my professional opinion are likely to be result of a failure of the drainage system.
5. There are no deteriorated headwalls or broken grates.
6. Approved weirs and baffles are properly secured and in place; and are functioning as intended.
7. Swales and retention/detention areas have not been modified; are being maintained properly; are free of invasive vegetation; are functioning as intended.
8. The drainage system has not been altered, except as noted above.

Signature

Date

Print Name

License Number

SEAL

Notes:

1. The term "substantially free..." shall mean that the depth of material in a pipe shall not exceed 5% of the diameter of the pipe, and the depth of material in a sump shall not exceed 5% of the distance from the bottom of the structure to the lowest pipe invert.
2. The engineer's inspection shall include, but not be limited to, a visual inspection of all outfalls, grates, storm manhole covers, weirs, baffles, manholes and catch basins and the probing of all manholes and catch basins. The inspection of pipes is only required if the engineer concludes that there is evidence to warrant it.
3. This certification includes the following summary of landscaping that is existing over drainage pipes:



SOUTH BROWARD DRAINAGE DISTRICT

5-YEAR OPERATIONS AND MAINTENANCE PERMIT OWNER'S CERTIFICATION FORM

I hereby certify that to the best of my knowledge and belief, the drainage system for NAME OF PROJECT is functioning in a manner that is in substantial conformation with the drainage system originally approved, permitted and constructed. This certification is based upon an inspection conducted by me or my designated representative, on _____; and based upon this inspection, it has been determined that the drainage system for the above-referenced project is consistent with the approved as-built drawings, except as noted below:

List of deviations from approved as-built drawings (add additional pages as necessary):

I further certify that to the best of my knowledge and belief:

1. All catch basin grates, storm manhole covers and outfalls are free of obstructions.
2. All catch basins were probed during the inspection and are substantially free of mud, debris, silt etc.
3. All drainage pipes are operating in a satisfactory manner with no obstructions of flow that would require additional inspections or investigation.
4. There are no areas of sunken pavement that in my professional opinion are likely to be result of a failure of the drainage system.
5. There are no deteriorated headwalls or broken grates.
6. Approved weirs and baffles are properly secured and in place; and are functioning as intended.
7. Swales and retention/detention areas have not been modified; are being maintained properly; are free of invasive vegetation; are functioning as intended.
8. The drainage system has not been altered, except as noted above.

Signature

Date

Print Name

Company

Notes:

1. The term "substantially free..." shall mean that the depth of material in a pipe shall not exceed 5% of the diameter of the pipe, and the depth of material in a sump shall not exceed 5% of the distance from the bottom of the structure to the lowest pipe invert.
2. The engineer's inspection shall include, but not be limited to, a visual inspection of all outfalls, grates, storm manhole covers, weirs, baffles, manholes and catch basins and the probing of all manholes and catch basins. The inspection of pipes is only required if the engineer concludes that there is evidence to warrant it.
3. This certification includes the following summary of landscaping that is existing over drainage pipes:

**SOUTH BROWARD DRAINAGE DISTRICT
CRITERIA MANUAL**

APPENDIX E

**SBDD STANDARD INDEMNIFICATION AND HOLD
HARMLESS AGREEMENT FOR RESIDENTIAL PROPERTIES**

Prepared by: SOUTH BROWARD DRAINAGE DISTRICT
6591 SOUTHWEST 160 AVENUE
SOUTHWEST RANCHES, FL. 33331

Return to: SOUTH BROWARD DRAINAGE DISTRICT
6591 SOUTHWEST 160 AVENUE
SOUTHWEST RANCHES, FL. 33331

Folio No.:

**PERMIT AGREEMENT
(FOR IMPROVEMENTS WITHIN EASEMENTS
LOCATED ON PROPERTY OWNERS PROPERTY ONLY)**

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

WITNESSETH

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

WHEREAS, Property Owners are the owners of the property described in Exhibit "A" attached hereto and incorporated herein in its entirety, hereinafter referred to as "Subject Property" and which is further identified by Broward County Property Appraiser Folio No. _____; and

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

WHEREAS, a _____ easement (hereinafter referred to as "Easement") dedicated to the District is located on the Subject Property which is adjacent to a lake/water body owned by the District or over which the District has a flowage easement, lake easement and/or other easement rights and which the District either maintains or has the right to maintain; and

WHEREAS, District has established, in accordance with its rule making authority, that no improvements can be placed or constructed in or over any lake maintenance easement, drainage easement, flowage easement or other property owned by the District or over which the District has permitting authority without approval and authorization by the District; and

WHEREAS, Property Owners desire an approval from District for themselves, their successors, assigns and heirs for the purpose of obtaining a permit to construct _____ hereinafter referred to as ("Improvements"), within the Easement; and

WHEREAS, as a condition of the Improvements within the Easement, District requires that certain minimum criteria be complied with and that Property Owners enter into a hold harmless agreement indemnifying District from any and all claims, losses, damage and expenses, arising out of the construction of the Improvements within the Easement; and

WHEREAS, the District's rules, regulations and criteria and the standard permit form issued by District provide that if construction of the Improvements is permitted within the Easements, the Property Owners shall remove that portion of the Improvements which interfere with the operations of the District upon request by the District; and

WHEREAS, the District has determined that due to the method District utilizes in maintaining the lake/water body adjacent to Subject Property, it is unlikely that District will require the removal of the Improvements from the Easement; and

WHEREAS, except as otherwise provided for in this Agreement, the District agrees to delete and rescind the right of District to require Property Owner to remove the Improvements from the Easement; and

WHEREAS, the decision of District's right to require removal of the Improvements from the Easement on Subject Property is based on District's review of District's requirements and obligations to maintain the adjacent lake and easements from the Easement located on Subject Property and is not to be construed or interpreted as a determination by District or change in policy or criteria of District that similar improvements constructed within District's easements located on other property adjacent to the lake or water body that Subject Property abuts or any other lake within the District will not have to be removed in the event the District requires said removal for drainage purposes or to maintain the facilities of the District; and

WHEREAS, nothing contained herein shall be interpreted or construed as deleting or modifying any other condition of the District's permit to property owners or the District's rules, regulations and criteria, unless specifically provided for in this agreement; and

WHEREAS, as a condition of allowing the Improvements to be constructed within the Easement and rescinding District's right to require removal of the Improvements, District requires that Property Owners enter into a hold harmless agreement indemnifying District from any and all claims, losses, damage and expenses, arising out of the construction of the Improvements within the Easement; and

WHEREAS, District has determined and approved by South Broward Drainage District Resolution No. 2012-10 that Property Owners owning property adjacent to lakes and certain other water bodies within the District may obtain a permit without Board approval for construction of Improvements within the District's easements so long as the property owners enter into an Indemnification and Hold Harmless Agreement with the District and comply with all other District criteria for obtaining said permit, and;

WHEREAS, District and Property Owners are desirous of entering into an agreement to permit the construction of the Improvements within the easement and to rescind District's right to require removal of the Improvements;

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

1. The foregoing statements are true and correct and are incorporated herein by reference as though set forth verbatim.
2. District agrees to issue permits to Property Owners permitting construction of Improvements within the Easement, provided Property Owners first submit to District for approval, construction plans which are in substantial compliance with the minimum criteria established by District and as stated above. The proposed plans or sketch for these Improvements are attached to this agreement as Exhibit "B".
3. All subsequent owners of Subject Property shall be bound by this Agreement which shall be a covenant running with the land.
4. Property Owners do hereby agree for themselves and their successors, assigns and heirs, with respect to Subject Property on which the Improvements are constructed within the Easement, to indemnify District and hold it harmless from any claims, losses, damages or expenses, specifically and exclusively arising out of the construction of the Improvements within the Easement and also following construction of the Improvements. This indemnification includes but is not limited to any and all personal injuries which may be suffered by any individuals or property damage which may be incurred by any individuals or entities as a result of the construction of the Improvements within the Easement. Property Owners agree to indemnify District from any and all liability, loss or damage District may suffer as a result of such claims, demands, costs or judgments and further agree to take over and defend any such claims brought or actions filed against District with respect to the subject of the indemnity contained in this Agreement. The foregoing indemnity shall include reasonable attorneys' fees and court costs incurred by District including court costs and reasonable attorneys' fees incurred at the trial and all appellate levels. Nothing contained herein shall be deemed, however, to constitute a waiver by District of any limitations of its liability that may be accorded District by virtue of § 768.28 Florida Statutes, or any subsequently enacted similar law.
5. Property Owners shall on the Easement and lake property adjacent to Subject Property, restore the lake bank to its original condition or District criteria as it exists on the date of this Agreement should construction of the Improvements within the easement result at any time in the collapse of the lake bank or any other damage to the lake bank. In the event that Property Owners fail to restore the lake bank within thirty (30) days of receiving written notice from District, then District may undertake to perform such lake bank restoration as may be deemed by it to be necessary and Property Owners shall fully reimburse District for the cost of all such lake bank restoration work within thirty (30) days of receiving a bill.
6. Property Owners agree that during and following construction of the Improvements within the Easement, they shall take all reasonable and necessary steps to prevent pollution or damage to the adjacent lake as a result of said construction. In addition, Property Owners agree to be responsible for and reimburse District for all expenses arising out of pollution or damage to the adjacent lake resulting from said construction.
7. Property Owners agree to maintain the Improvements built by Property Owners or with their permission, in or on the Easement and Property Owners agree to fully and completely indemnify and hold harmless District, its successors and assigns for damages because of bodily injury or death resulting therefrom, sustained by any person or persons, or because of any damage to real property or personal property of District or of any person or entity due to any act or omission of Property Owners, their employees, subcontractors, designees or agents and in or on the Easement.

8. Property Owners agree that in the event District requires the use of the Easement in which the Improvements are constructed, the District shall notify Property Owners within thirty (30) days that such use may be required. In this event, District agrees to use reasonable precaution to prevent damage to the Improvements. However, notwithstanding the foregoing, in the event the District damages any portion of the Improvements, the Property Owners agree to be responsible for the construction and expenses necessary to restore the Improvements to their permitted condition. In addition, Property Owners acknowledge and agree that District shall not be required to restore the Improvements or pay any monies toward the cost of restoring the Improvements. All construction necessary to restore the Improvements must comply with the District's criteria and requirements of this Agreement.

9. Property Owners agree that if it is necessary for District to restore the Easement, lake bank and/or any part of the Improvements, that Property Owners will reimburse District for any and all costs incurred to effect said restoration, including attorneys' fees and costs expended in connection with such restoration.

10. Notwithstanding the provisions of Paragraph No. 8 of this Agreement, if an emergency condition or situation arises, as solely determined by the District, District may proceed with such work as is necessary to alleviate said emergency condition or situation without being liable to the Property Owner for any damage which may occur to the Improvements. In this event, District agrees to make a reasonable effort to contact the Property Owners to give Property Owners the opportunity to protect the improvements or assist District in the work necessary to alleviate said emergency condition or situation.

11. Any expenses including reasonable attorney's fees incurred by District as a result of the indemnification contained in this agreement and/or in restoring the Easement, lake bank or Improvements shall be paid to District by Property Owners within thirty (30) days after receiving a bill. In the event payment is not received within thirty (30) days of billing, then the District shall be entitled to file a lien in the Broward County Public Records upon Subject Property for all expenses including reasonable attorney's fees, together with interest thereon at eighteen percent (18%) per year or the highest nonusurious rate allowed by law, whichever is less and all costs of collection, including reasonable attorney's fees at all trial and appellate levels. In the further event that District is required to foreclose its lien, then and in such event, District will be entitled additionally to receive its reasonable attorneys' fees and costs expended in connection with such foreclosure or collection procedure.

12. Property Owners by signing this agreement acknowledge that District is only permitting occupancy of the Easement by the Improvements, that District has not reviewed and will not review, acknowledge or comment on the structural integrity or sufficiency of the Improvements and that Property Owners are solely responsible for the structural integrity and sufficiency of the Improvements.

13. Property Owners further acknowledge that the Improvements will be constructed in substantial compliance with the sketch or plans attached to this Agreement as Exhibit "B".

14. No changes, additions or modifications to the Improvements as approved by this Agreement shall be permitted without approval of the District Board of Commissioners. In addition, if the Improvements are removed for any reason, Property Owner shall not replace same without approval of the District.

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

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

As to Property Owners:

Name:
Address:

or to the record owners of Subject Property according to the Broward County Property Appraiser's Office if the original Property Owners are no longer the owners of the Subject Property;
unless the address is changed by the party by notice given to the other parties. Notice shall be in writing, mailed certified mail, return receipt requested, postage prepaid and shall be deemed delivered when mailed or upon hand delivery to the address indicated. Notwithstanding the foregoing, notices, requests or demands or other communications referred to in this agreement may be sent by facsimile, telegraph or private courier, but shall be deemed to have been given when received.

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

a continuing or future waiver.

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

18. This agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors, assigns and grantees.

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

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

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

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

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

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

25. Property Owners shall reimburse District and pay for any and all reasonable costs incurred by District incidental to entering into the terms of this agreement, including but not limited to engineering fees, surveying costs, attorneys' fees, recording costs and any other necessary expenses.

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

27. This agreement shall be recorded in the public records of Broward County, Florida with Property Owners to pay the full cost thereof.

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

Signed, sealed and delivered
in the presence of:

"DISTRICT" (South Broward Drainage District)

Witness Signature

By: _____
SCOTT HODGES, CHAIRPERSON

Print Witness Name

Witness Signature

Print Witness Name

Attest:

Witness Signature

By: _____
ROBERT E GOGGIN, IV SECRETARY

Print Witness Name

Witness Signature

Print Witness Name

STATE OF FLORIDA)
)§
COUNTY OF BROWARD)

The foregoing Agreement was acknowledged before me this ____ day of _____, _____, by Scott Hodges and Robert E. Goggin IV, as Chairperson and Secretary, respectively of the SOUTH BROWARD DRAINAGE DISTRICT, a political subdivision of the State of Florida, on behalf of SOUTH BROWARD DRAINAGE DISTRICT. They are personally known to me.

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

NOTARY SEAL OR STAMP

Notary Public
State of Florida at Large:

"Property Owner(s)" or Authorized Representative

Witness Signature

By: _____

Print Witness Name

Print Name

Witness Signature

Print Witness Name

By: _____

Witness Signature

Print Witness Name

Print Name

Witness Signature

Print Witness Name

STATE OF FLORIDA)
) §
COUNTY OF BROWARD)

The foregoing Agreement was acknowledged before me this ____ day of _____, ____ by _____ as Property Owner or Authorized Representative, who is personally known to me [OR] (who has produced _____ [TYPE OF IDENTIFICATION] as identification).

WITNESS my hand and official seal in the county and state last aforesaid this ____ day of _____, ____.
[NOTARY SEAL OR STAMP]

Notary Public:
State of Florida at Large

STATE OF FLORIDA)
) §
COUNTY OF BROWARD)

The foregoing Agreement was acknowledged before me this ____ day of _____, ____ by _____ as Property Owner or Authorized Representative, who is personally known to me [OR] (who has produced _____ [TYPE OF IDENTIFICATION] as identification).

WITNESS my hand and official seal in the county and state last aforesaid this ____ day of _____, ____.
[NOTARY SEAL OR STAMP]

Notary Public:
State of Florida at Large



Prepared by: SOUTH BROWARD DRAINAGE DISTRICT
6591 SOUTHWEST 160 AVENUE
SOUTHWEST RANCHES, FL. 33331

Return to: SOUTH BROWARD DRAINAGE DISTRICT
6591 SOUTHWEST 160 AVENUE
SOUTHWEST RANCHES, FL. 33331

Folio No.:

PERMIT AGREEMENT
**(FOR IMPROVEMENTS WITHIN EASEMENTS LOCATED ON
PROPERTY OWNER'S PROPERTY AND ADJACENT WATER BODY PROPERTY)**

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

WITNESSETH

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

WHEREAS, Property Owners are the owners of the property described in Exhibit "A" attached hereto and incorporated herein in its entirety, hereinafter referred to as "Subject Property" and which is further identified by Broward County Property Appraiser Folio No. _____; and

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

WHEREAS, a _____ easement (hereinafter referred to as "Easement") dedicated to the District is located on the Subject Property which is adjacent to a lake/water body owned by the District or over which the District has a flowage easement, lake easement and/or other easement rights and which the District either maintains or has the right to maintain and which is hereinafter referred to as "Lake Property"; and

WHEREAS, District has established, in accordance with its rule making authority, that no improvements can be placed or constructed in or over any lake maintenance easement, drainage easement, flowage easement lake easement or other property owned by the District or over which the District has permitting authority without approval and authorization by the District; and

WHEREAS, Property Owners desire an approval from District for themselves, their successors, assigns and heirs for the purpose of obtaining a permit to construct _____ hereinafter referred to as "Easement Improvements", within the Easement; and

WHEREAS, in addition to the construction of the Easement Improvements within the Easement, Property Owners desire an approval from District for themselves, their successors, assigns and heirs for the purpose of obtaining a permit to construct _____, hereinafter referred to as "Lake Improvements", within the Lake Property; and

WHEREAS, unless otherwise stated, the Easement Improvements and Lake Improvements are hereinafter collectively referred to as "Improvements"; and

WHEREAS, as a condition of approval of the Improvements within the Easement and Lake Property, District requires that certain minimum criteria be complied with and that Property Owners enter into a hold harmless agreement indemnifying District from any and all claims, losses, damage and expenses, arising out of the construction of the Improvements within the Easement and Lake Property; and

WHEREAS, the District's rules, regulations and criteria and the standard permit form issued by District provide that if construction of the Improvements is permitted within the Easement and Lake Property, the Property Owners shall remove that portion of the Improvements which interfere with the operations of the District upon request by the District; and

WHEREAS, the District has determined that due to the method District utilizes in maintaining the lake/water body adjacent to Subject Property, it is unlikely that District will require the removal of the Easement Improvements from the Easement; and

WHEREAS, except as otherwise provided for in this Agreement, the District agrees to delete and rescind the right of District to require Property Owner to remove the Easement Improvements from the Easement; and

WHEREAS, the decision of District's right to require removal of the Easement Improvements from the Easement on Subject Property is based on District's review of District's requirements and obligations to maintain the adjacent lake and easements from the Easement located on Subject Property and is not to be construed or interpreted as a determination by District or change in policy or criteria

of District that similar improvements constructed within District's easements located on other property adjacent to the lake or water body that Subject Property abuts or any other lake within the District will not have to be removed in the event the District requires said removal for drainage purposes or to maintain the facilities of the District; and

WHEREAS, nothing contained herein is to be interpreted as rescinding District's right to require removal of the Lake Improvements from the Lake Property as provided by this Agreement; and

WHEREAS, nothing contained herein shall be interpreted or construed as deleting or modifying any other condition of the District's permit to property owners or the District's rules, regulations and criteria, unless specifically provided for in this agreement; and

WHEREAS, as a condition of allowing the Improvements to be constructed within the Easement and Lake Property and rescinding District's right to require removal of the Easement Improvements, District requires that Property Owners enter into a hold harmless agreement indemnifying District from any and all claims, losses, damage and expenses, arising out of the construction of the Improvements within the Easement and Lake Property; and

WHEREAS, District has determined and approved by South Broward Drainage District Resolution No. 2012-10 that Property Owners owning property adjacent to lakes and certain other water bodies within the District may obtain a permit without Board approval for construction of Improvements within the District's easements and Lake Property so long as the property owners enter into an Indemnification and Hold Harmless Agreement with the District, and comply with all other District criteria for obtaining said permit, and;

WHEREAS, District and Property Owners are desirous of entering into an agreement to provide for an approval to permit the construction of the Improvements within the Easement and Lake Property and to rescind District's right to require removal of the Improvements from the Easement;

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

1. The foregoing statements are true and correct and are incorporated herein by reference as though set forth verbatim.
2. District agrees to issue permits to Property Owners permitting construction of Improvements within the Easement and Lake Property, provided Property Owners first submit to District for approval, construction plans which are in substantial compliance with the minimum criteria established by District and as stated above. The proposed plans or sketch for these Improvements are attached to this agreement as Exhibit "B".
3. All subsequent owners of Subject Property shall be bound by this Agreement which shall be a covenant running with the land.
4. Property Owners do hereby agree for themselves and their successors, assigns and heirs, with respect to Subject Property on which the Improvements are constructed within the Easement and Lake Property, to indemnify District and hold it harmless from any claims, losses, damages or expenses, specifically and exclusively arising out of the construction of the Improvements within the Easement and Lake Property and also following construction of the Improvements. This indemnification includes but is not limited to any and all personal injuries which may be suffered by any individuals or property damage which may be incurred by any individuals or entities as a result of the construction of the Improvements within the Easement and Lake Property. Property Owners agree to indemnify District from any and all liability, loss or damage District may suffer as a result of such claims, demands, costs or judgments and further agree to take over and defend any such claims brought or actions filed against District with respect to the subject of the indemnity contained in this Agreement. The foregoing indemnity shall include reasonable attorneys' fees and court costs incurred by District including court costs and reasonable attorneys' fees incurred at the trial and all appellate levels. Nothing contained herein shall be deemed, however, to constitute a waiver by District of any limitations of its liability that may be accorded District by virtue of § 768.28 Florida Statutes, or any subsequently enacted similar law.
5. Property Owners shall on the Easement and Lake Property adjacent to Subject Property, restore the lake bank to its original condition or District criteria as it exists on the date of this Agreement should construction of the Improvements within the easement result at any time in the collapse of the lake bank or any other damage to the lake bank. In the event that Property Owners fail to restore the lake bank within thirty (30) days of receiving written notice from District, then District may undertake to perform such lake bank restoration as may be deemed by it to be necessary and Property Owners shall fully reimburse District for the cost of all such lake bank restoration work within thirty (30) days of receiving a bill.

6. Property Owners agree that during and following construction of the Improvements within the Easement and Lake Property, they shall take all reasonable and necessary steps to prevent pollution or damage to the adjacent lake as a result of said construction. In addition, Property Owners agree to be responsible for and reimburse District for all expenses arising out of pollution or damage to the adjacent lake resulting from said construction.

7. Property Owners agree to maintain the Improvements built by Property Owners or with their permission, in or on the Easement and Lake Property and Property Owners agree to fully and completely indemnify and hold harmless District, its successors and assigns for damages because of bodily injury or death resulting therefrom, sustained by any person or persons, or because of any damage to real property or personal property of District or of any person or entity due to any act or omission of Property Owners, their employees, subcontractors, designees or agents and in or on the Easement and Lake Property.

8. Property Owners agree that in the event District requires the use of the Easement or Lake Property in which the Improvements are constructed, the District shall notify Property Owners within thirty (30) days that such use may be required. In this event, District agrees to use reasonable precaution to prevent damage to the Improvements. However, notwithstanding the foregoing, in the event the District damages any portion of the Improvements, the Property Owners agree to be responsible for the construction and expenses necessary to restore the Improvements to their permitted condition. In addition, Property Owners acknowledge and agree that District shall not be required to restore the Improvements or pay any monies toward the cost of restoring the Improvements. All construction necessary to restore the Improvements must comply with the District's criteria and requirements of this Agreement.

9. Notwithstanding the provisions of the previous paragraph, Property Owners agree that in the event the District shall have a reasonable permanent use of the Easement or Lake Property, that within thirty (30) days notice by District, Property Owners, their successors, assigns and heirs, shall remove the Easement or Lake Improvements approved by this agreement. In this event, the lake bank, and/or lake maintenance easement and/or lake shall be restored to its original condition or District criteria as it exists on the date of this Agreement. Notwithstanding the foregoing, in the event there is not a permanent need for said property but there is a temporary basis which need is reasonable for reasonable use of the Easement or Lake Property, District shall use all reasonable means to avoid the necessity of removing any part of the Easement or Lake Improvements. If after attempts to use said property temporarily without removing the Lake Improvements fail or are reasonably determined to be impossible or unreasonably inconvenient, then and in that event, upon the giving of thirty (30) days notice to the then owner of Subject Property, Property Owners, their successors, assigns or heirs shall remove so much of the Easement or Lake Improvements as may be reasonably necessary to permit District to effectuate the temporary use. Thereafter, and upon notice from District that said temporary need or use has been fulfilled and is no longer necessary, Property Owners, their assigns or heirs shall be permitted to replace so much of the Easement or Lake Improvements as may be reasonably necessary. In this event, Property Owners, their successors, assigns or heirs shall be permitted to replace so much of the Easement or Lake Improvements which were removed, so long as the construction necessary to complete replacement of the Easement or Lake Improvements complies with District's criteria and requirements of this Agreement.

10. Property Owners, their successors, assigns and heirs agree that if it is necessary for District to remove the Easement or Lake Improvements constructed pursuant to this Agreement and to restore the lake bank and/or maintenance easement and/or lake, that Property Owners, their successors, assigns and heirs will reimburse District for any and all costs incurred to effect said removal and restoration, including attorneys' fees and costs expended in connection with such removal and restoration.

11. Property Owners agree that if it is necessary for District to restore the Easement, Lake Property, lake bank and/or any part of the Improvements and/or remove and/or replace any part of the Easement or Lake Improvements, that Property Owners will reimburse District for any and all costs incurred to effect said removal, restoration and/or replacement, including attorneys' fees and costs expended in connection with such removal, restoration and replacement.

12. Notwithstanding the provisions of Paragraph No. 8 and 9 of this Agreement, if an emergency condition or situation arises, as solely determined by the District, District may proceed with such work as is necessary to alleviate said emergency condition or situation without being liable to the Property Owner for any damage which may occur to the Improvements. In this event, District agrees to make a reasonable effort to contact the Property Owners to give Property Owners the opportunity to protect the improvements or assist District in the work necessary to alleviate said emergency condition or situation.

13. Any expenses including reasonable attorney's fees incurred by District as a result of the indemnification contained in this agreement and/or in restoring the Easement, Lake Property, lake bank or Improvements or removing and replacing the Easement or

Lake Improvements, shall be paid to District by Property Owners within thirty (30) days after receiving a bill. In the event payment is not received within thirty (30) days of billing, then the District shall be entitled to file a lien in the Broward County Public Records upon Subject Property for all expenses including reasonable attorney's fees, together with interest thereon at eighteen percent (18%) per year or the highest nonusurious rate allowed by law, whichever is less and all costs of collection, including reasonable attorney's fees at all trial and appellate levels. In the further event that District is required to foreclose its lien, then and in such event, District will be entitled additionally to receive its reasonable attorneys' fees and costs expended in connection with such foreclosure or collection procedure.

14. Property Owners by signing this agreement acknowledge that District is only permitting occupancy of the Easement and Lake Property by the Improvements, that District has not reviewed and will not review, acknowledge or comment on the structural integrity or sufficiency of the Improvements and that Property Owners are solely responsible for the structural integrity and sufficiency of the Improvements.

15. Property Owners further acknowledge that the Improvements will be constructed in substantial compliance with the sketch or plans attached to this Agreement as Exhibit "B".

16. No changes, additions or modifications to the Improvements as approved by this Agreement shall be permitted without approval of the District Board of Commissioners. In addition, if the Improvements are removed for any reason, Property Owner shall not replace same without approval of the District.

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

As to District:

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

As to Property Owners:

Name:
Address:

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

unless the address is changed by the party by notice given to the other parties. Notice shall be in writing, mailed certified mail, return receipt requested, postage prepaid and shall be deemed delivered when mailed or upon hand delivery to the address indicated.

Notwithstanding the foregoing, notices, requests or demands or other communications referred to in this agreement may be sent by facsimile, telegraph or private courier, but shall be deemed to have been given when received.

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

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

20. This agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors, assigns and grantees.

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

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

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

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

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

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

27. Property Owners shall reimburse District and pay for any and all reasonable costs incurred by District incidental to entering into the terms of this agreement, including but not limited to engineering fees, surveying costs, attorneys' fees, recording costs and any other necessary expenses.

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

29. This agreement shall be recorded in the public records of Broward County, Florida with Property Owners to pay the full cost thereof.

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

Signed, sealed and delivered
in the presence of:

"DISTRICT" (South Broward Drainage District)

Witness Signature

By: _____
SCOTT HODGES, Chairperson

Print Witness Name

Witness Signature

Print Witness Name

Attest:

Witness Signature

By: _____
ROBERT E. GOGGIN IV, Secretary

Print Witness Name

Witness Signature

Print Witness Name

STATE OF FLORIDA)
)§
COUNTY OF BROWARD)

The foregoing Agreement was acknowledged before me this _____ day of _____, _____, by Scott Hodges and Robert E. Goggin IV, as Chairperson and Secretary, respectively of the SOUTH BROWARD DRAINAGE DISTRICT, a political subdivision of the State of Florida, on behalf of SOUTH BROWARD DRAINAGE DISTRICT. They are personally known to me.

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

[NOTARY SEAL OR STAMP]

Notary Public:
State of Florida at Large

"Property Owner(s)"

Witness Signature

By: _____

Print Witness Name

Print Name

Witness Signature

Print Witness Name

By: _____

Witness Signature

Print Witness Name

Print Name

Witness Signature

Print Witness Name

STATE OF FLORIDA)
) §
COUNTY OF BROWARD)

The foregoing Agreement was acknowledged before me this _____ day of _____, _____, by _____ as Property Owner, who is personally known to me [OR] (who has produced _____ [TYPE OF IDENTIFICATION] as identification).

WITNESS my hand and official seal in the county and state last aforesaid this _____ day of _____, _____.
[NOTARY SEAL OR STAMP]

Notary Public:
State of Florida at Large

STATE OF FLORIDA)
) §
COUNTY OF BROWARD)

The foregoing Agreement was acknowledged before me this _____ day of _____, _____, by _____ as Property Owner, who is personally known to me [OR] (who has produced _____ [TYPE OF IDENTIFICATION] as identification).

WITNESS my hand and official seal in the county and state last aforesaid this _____ day of _____, _____.
[NOTARY SEAL OR STAMP]

Notary Public:
State of Florida at Large





Prepared by: SOUTH BROWARD DRAINAGE DISTRICT
6591 SOUTHWEST 160 AVENUE
SOUTHWEST RANCHES, FL 33331

Return to: SOUTH BROWARD DRAINAGE DISTRICT
6591 SOUTHWEST 160 AVENUE
SOUTHWEST RANCHES, FL 33331

Folio No.:

**PERMIT AGREEMENT WITH VARIANCE
(FOR IMPROVEMENTS WITHIN EASEMENTS
LOCATED ON PROPERTY OWNERS PROPERTY ONLY)**

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

_____, hereinafter referred to as "Property Owners", whose address is _____.

WITNESSETH

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

WHEREAS, Property Owners are the owners of the property described in Exhibit "A" attached hereto and incorporated herein in its entirety, hereinafter referred to as "Subject Property" and which is further identified by Broward County Property Appraiser Folio No. _____; and

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

WHEREAS, a _____ easement (hereinafter referred to as "Easement") dedicated to the District is located on the Subject Property which is adjacent to a lake/water body owned by the District or over which the District has a flowage easement, lake easement, drainage easement, storage easement and/or other easement rights or permitting authority and which the District either maintains or has the right to maintain; and

WHEREAS, District has established, in accordance with its Criteria Manual and rule making authority, that no improvements can be placed or constructed in or over any lake maintenance easement, drainage easement, flowage easement, lake easement, storage easement or other easement dedicated to the District or other property owned by the District or over which the District has permitting authority without approval and authorization by the District; and

WHEREAS, Property Owners desire an approval from District for themselves, their successors, assigns and heirs for the purpose of obtaining a permit to construct _____ hereinafter referred to as ("Improvements"), within the Easement; and

WHEREAS, the District Board of Commissioners hereinafter referred to as "Board" approved a Variance Request for the Improvements on _____; and

WHEREAS, as a condition of the Variance approval and of allowing construction of the Improvements within the Easement, District requires that certain minimum criteria be complied with and that Property Owners enter into this Indemnification and Hold Harmless Agreement indemnifying District from any and all liability, claims, losses, damage and expenses, arising out of the construction of the Improvements within the Easement; and

WHEREAS, the District's rules, regulations and criteria and the standard permit form issued by District provide that if construction of the Improvements is permitted within the Easement, the Property Owners shall remove that portion of the Improvements which interfere with the operations of the District upon request by the District; and

WHEREAS, for those Improvements approved by the Variance, the District may require some or all of said Improvements to be removed prior to the transfer of ownership of the Subject Property by the current Property Owners or within sixty days of transfer if said transfer is by operation of law or beyond the control of Property owners; and

WHEREAS, nothing contained herein shall be interpreted or construed as deleting or modifying any condition of the District's permit to Property Owners or the District's rules, regulations and criteria, unless specifically provided for in this Agreement; and

WHEREAS, as a condition of the Variance approval and of allowing the Improvements to be constructed within the Easement.

District requires that Property Owners enter into this Indemnification and Hold Harmless Agreement indemnifying District from any and all liability, claims, losses, damage and expenses, arising out of the construction of the Improvements within the Easement; and

WHEREAS, Property Owners agree to allow District employees, staff and representatives to access the Easement and adjacent lake/water body property through and across the side yards of the Subject Property from the road or street right-of-way adjacent to Subject Property. Said access shall be at reasonable times and District shall give notice to Property Owners as is reasonable under the circumstances that access is required by the District; and

WHEREAS, the District Board has determined and approved by South Broward Drainage District Resolution No. 2012-09 that property owners within the District that obtain a Variance approval from the Board may obtain a permit without further Board approval for construction of approved improvements within the District's easements so long as the property owners enter into an Indemnification and Hold Harmless Agreement with the District and pay for all associated legal costs, and comply with all other District criteria for obtaining said permit; and

WHEREAS, District and Property Owners are desirous of entering into an agreement to permit the construction of the Improvements within the Easement,;

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

1. The foregoing statements are true and correct and are incorporated herein by reference as though set forth verbatim.
2. District agrees to issue a permit to Property Owners permitting construction of the Improvements within the Easement, provided Property Owners first submit to District for approval, construction plans which are in substantial compliance with the minimum criteria established by District and as stated above. The proposed plans or sketch for these Improvements are attached to this Agreement as Exhibit "B".
3. All subsequent owners of Subject Property shall be bound by this Agreement which shall be a covenant running with the land.
4. Property Owners do hereby agree for themselves and their successors, assigns and heirs, with respect to Subject Property on which the Improvements are constructed within the Easement, to indemnify District and hold it harmless from any liability, claims, losses, damages and expenses, specifically and exclusively arising out of the construction of the Improvements within the Easement and also following construction of the Improvements. This indemnification includes but is not limited to any and all personal injuries which may be suffered by any individuals or property damage which may be incurred by any individuals or entities as a result of the construction of the Improvements within the Easement. Property Owners agree to indemnify District from any and all liability, claims, loss, damage and expenses District may suffer as a result of such claims, demands, costs or judgments and further agree to take over and defend any such claims brought or actions filed against District with respect to the subject of the indemnity contained in this Agreement. The foregoing indemnity shall include reasonable attorneys' fees and court costs incurred by District including court costs and reasonable attorneys' fees incurred at the trial and all appellate levels. Nothing contained herein shall be deemed, however, to constitute a waiver by District of any limitations of its liability that may be accorded District by virtue of § 768.28 Florida Statutes, or any subsequently enacted similar law.
5. Property Owners shall on the Easement and lake/water body property adjacent to Subject Property, restore the lake bank to its original condition or District criteria as it exists on the date of this Agreement should construction of the Improvements within the Easement result at any time in the collapse of the lake bank or any other damage to the lake bank. In the event that Property Owners fail to restore the lake bank within thirty (30) days of receiving written notice from District, then District may undertake to perform such lake bank restoration as may be deemed by it to be necessary and Property Owners shall fully reimburse District for the cost of all such lake bank restoration work within thirty (30) days of receiving a bill.
6. Property Owners agree that during and following construction of the Improvements within the Easement, they shall take all reasonable and necessary steps to prevent pollution or damage to the adjacent lake/water body as a result of said construction. In addition, Property Owners agree to be responsible for and reimburse District for all expenses arising out of pollution or damage to the adjacent lake/water body resulting from said construction.
7. Property Owners agree to maintain the Improvements built by Property Owners or with their permission, in or on the Easement and Property Owners agree to fully and completely indemnify and hold harmless District, its successors and assigns for damages because of bodily injury or death resulting therefrom, sustained by any person or persons, or because of any damage to real property or personal property of District or of any person or entity due to any act or omission of Property Owners, their employees, subcon-

tractors, designees or agents and in or on the Easement.

8. Property Owners agree that in the event District requires the use of the Easement in which the Improvements are constructed, the District shall notify Property Owners within thirty (30) days that such use may be required. In this event, District agrees to use reasonable precaution to prevent damage to the Improvements. However, notwithstanding the foregoing, in the event the District damages any portion of the Improvements, the Property Owners agree to be responsible for the construction and expenses necessary to restore the Improvements to their permitted condition. In addition, Property Owners acknowledge and agree that District shall not be required to restore the Improvements or pay any monies toward the cost of restoring the Improvements. All construction necessary to restore the Improvements must comply with the District's criteria and requirements of this Agreement.

9. Property Owners agree that if it is necessary for District to restore the Easement, lake bank and/or any part of the Improvements, and/or to remove and/or replace any part of the Improvements, that Property Owners will reimburse District for any and all costs incurred to effect said removal, restoration and/or replacement, including attorneys' fees and costs expended in connection with such removal, restoration and replacement.

10. Notwithstanding the provisions of Paragraph No. 8 of this Agreement, if an emergency condition or situation arises, as solely determined by the District, District may proceed with such work as is necessary to alleviate said emergency condition or situation without being liable to the Property Owners for any damage which may occur to the Improvements. In this event, District agrees to make a reasonable effort to contact the Property Owners to give Property Owners the opportunity to protect the Improvements or assist District in the work necessary to alleviate said emergency condition or situation.

11. Any expenses including reasonable attorney's fees incurred by District as a result of the indemnification contained in this agreement and/or in restoring the Easement, lake bank or Improvements shall be paid to District by Property Owners within thirty (30) days after receiving a bill. In the event payment is not received within thirty (30) days of billing, then the District shall be entitled to file a lien in the Broward County Public Records upon Subject Property for all expenses including reasonable attorney's fees, together with interest thereon at eighteen percent (18%) per year or the highest nonusurious rate allowed by law, whichever is less and all costs of collection, including reasonable attorney's fees at all trial and appellate levels. In the further event that District is required to foreclose its lien, then and in such event, District will be entitled additionally to receive its reasonable attorneys' fees and costs expended in connection with such foreclosure or collection procedure.

12. Property Owners by signing this Agreement acknowledge that District is only permitting occupancy of the Easement by the Improvements, that District has not reviewed and will not review, acknowledge or comment on the structural integrity or sufficiency of the Improvements and that Property Owners are solely responsible for the structural integrity and sufficiency of the Improvements.

13. Property Owners further acknowledge that the Improvements will be or have been constructed in substantial compliance with the sketch or plans attached to this Agreement as Exhibit "B".

14. No changes, additions or modifications to the Improvements as approved by this Agreement shall be permitted without approval of the District Board of Commissioners. In addition, if the Improvements are removed for any reason, Property Owner shall not replace same without approval of the District.

15. Property Owners by signing this Agreement agree to remove the following portion of the Improvements approved under the Variance prior to the transfer of ownership of the Subject Property or within sixty days of transfer to the subsequent property owners if said transfer is by operation of law or beyond the control of the Property Owners: _____

_____. Failure by Property Owners to remove the above described improvements prior to the transfer of ownership of the Subject Property or by the subsequent property owners within sixty days as stated herein shall constitute a breach of this Agreement and the subsequent property owners of Subject Property shall be required to apply for and obtain a new permit through the District, including any required variances, which may be unreasonably denied. Furthermore, District shall have the right to remove said Improvements without being liable to the Property Owners or subsequent property owners for any damage which may occur to the Subject Property or the Improvements. The subsequent property owner shall be required to fully reimburse the District for all costs associated with the removal of said above described Improvements by the District, including all associated attorney's fees incurred as a result of having taken such action, which costs shall be subject to payment by the subsequent property owners to the District in accordance with the provisions of paragraph 13 and other applicable provisions of this Agreement.

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

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

As to Property Owners:

Name:
Address:

or to the record owners of Subject Property according to the Broward County Property Appraiser's Office if the original Property Owners are no longer the owners of the Subject Property;

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

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

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

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

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

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

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

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

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

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

26. Property Owners shall reimburse District and pay for any and all reasonable costs incurred by District incidental to entering into the terms of this Agreement, including but not limited to engineering fees, surveying costs, attorneys' fees, recording costs and any other necessary expenses.

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

28. This Agreement shall be recorded in the public records of Broward County, Florida with Property Owners to pay the full cost thereof.

29. Property Owners acknowledge that they have read and understand this Agreement.

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

Signed, sealed and delivered
in the presence of:

"DISTRICT" (South Broward Drainage District)

Witness Signature

By: _____
SCOTT HODGES, CHAIRPERSON

Print Witness Name

Witness Signature

Print Witness Name

Attest:

Witness Signature

By: _____
ROBERT E GOGGIN, IV SECRETARY

Print Witness Name

Witness Signature

Print Witness Name

STATE OF FLORIDA)
)§
COUNTY OF BROWARD)

The foregoing Agreement was acknowledged before me this _____ day of _____, _____, by Scott Hodges and Robert E. Goggin IV, as Chairperson and Secretary, respectively of the SOUTH BROWARD DRAINAGE DISTRICT, a political subdivision of the State of Florida, on behalf of SOUTH BROWARD DRAINAGE DISTRICT. They are personally known to me.

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

NOTARY SEAL OR STAMP

Notary Public
State of Florida at Large:

"Property Owner(s)"

Witness Signature

By: _____

Print Witness Name

Print Name

Witness Signature

Print Witness Name

By: _____

Witness Signature

Print Witness Name

Print Name

Witness Signature

Print Witness Name

STATE OF FLORIDA)
) §
COUNTY OF BROWARD)

The foregoing Agreement was acknowledged before me this _____ day of _____, _____, by _____ as Property Owner, who is personally known to me [OR] (who has produced _____ [TYPE OF IDENTIFICATION] as identification).

WITNESS my hand and official seal in the county and state last aforesaid this _____ day of _____, _____.
[NOTARY SEAL OR STAMP]

Notary Public:
State of Florida at Large

STATE OF FLORIDA)
) §
COUNTY OF BROWARD)

The foregoing Agreement was acknowledged before me this _____ day of _____, _____, by _____ as Property Owner, who is personally known to me [OR] (who has produced _____ [TYPE OF IDENTIFICATION] as identification).

WITNESS my hand and official seal in the county and state last aforesaid this _____ day of _____, _____.
[NOTARY SEAL OR STAMP]

Notary Public:
State of Florida at Large



Prepared by: SOUTH BROWARD DRAINAGE DISTRICT
6591 SOUTHWEST 160 AVENUE
SOUTHWEST RANCHES, FL 33331

Return to: SOUTH BROWARD DRAINAGE DISTRICT
6591 SOUTHWEST 160 AVENUE
SOUTHWEST RANCHES, FL 33331

Folio No.:

PERMIT AGREEMENT WITH VARIANCE
(FOR IMPROVEMENTS WITHIN EASEMENTS LOCATED ON
PROPERTY OWNER'S PROPERTY AND ADJACENT LAKE/WATER BODY PROPERTY)

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

WITNESSETH

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

WHEREAS, Property Owners are the owners of the property described in Exhibit "A" attached hereto and incorporated herein in its entirety, hereinafter referred to as "Subject Property" and which is further identified by Broward County Property Appraiser Folio No. _____; and

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

WHEREAS, a _____ easement (hereinafter referred to as "Easement") dedicated to the District is located on the Subject Property which is adjacent to a lake/water body owned by the District or over which the District has a flowage easement, lake easement, drainage easement, storage easement and/or other easement rights or permitting authority and which the District either maintains or has the right to maintain and which is hereinafter referred to as "Lake Property"; and

WHEREAS, District has established, in accordance with its Criteria Manual and rule making authority, that no improvements can be placed or constructed in or over any lake maintenance easement, drainage easement, flowage easement, lake easement, storage easement or other easement and/or other easement rights or other property owned by the District or over which the District has permitting authority without approval and authorization by the District; and

WHEREAS, Property Owners desire an approval from District for themselves, their successors, assigns and heirs for the purpose of obtaining a permit to construct _____ hereinafter referred to as "Easement Improvements", within the Easement; and

WHEREAS, in addition to the construction of the Easement Improvements within the Easement, Property Owners desire an approval from District for themselves, their successors, assigns and heirs for the purpose of obtaining a permit to construct _____, hereinafter referred to as "Lake Improvements", within the Lake Property; and

WHEREAS, unless otherwise stated, the Easement Improvements and Lake Improvements are hereinafter collectively referred to as "Improvements"; and

WHEREAS, the District Board of Commissioners hereinafter referred to as "Board" approved a Variance Request for the Improvements on _____; and

WHEREAS, as a condition of the Variance approval and allowing construction of the Improvements within the Easement and Lake Property, District requires that certain minimum criteria be complied with and that Property Owners enter into this Indemnification and Hold Harmless Agreement indemnifying District from any and all liability, claims, losses, damage and expenses, arising out of the construction of the Improvements within the Easement and Lake Property; and

WHEREAS, the District's rules, regulations and criteria and the standard permit form issued by District provide that if construction of the Improvements is permitted within the Easement and Lake Property, the Property Owners shall remove that portion of the Improvements which interfere with the operations of the District upon request by the District; and

WHEREAS, for those Improvements approved by the Variance, the District may require some or all of said Improvements to be

removed prior to the transfer of ownership of the Subject Property by the current Property Owners or within sixty days of transfer if said transfer is by operation of law or beyond the control of Property owners; and

WHEREAS, nothing contained herein shall be interpreted or construed as deleting or modifying any condition of the District's permit to Property Owners or the District's rules, regulations and criteria, unless specifically provided for in this Agreement; and

WHEREAS, as a condition of the Variance approval and of allowing the Improvements to be constructed within the Easement and Lake Property. District requires that Property Owners enter into this Indemnification and Hold Harmless Agreement indemnifying District from any and all liability, claims, losses, damage and expenses, arising out of the construction of the Improvements within the Easement and Lake Property; and

WHEREAS, Property Owners agree to allow District employees, staff and representatives to access the Easement and adjacent Lake Property through and across the side yards of the Subject Property from the road or street right-of-way adjacent to Subject Property. Said access shall be at reasonable times and District shall give notice to Property Owners as is reasonable under the circumstances that access is required by the District; and

WHEREAS, District Board has determined and approved by South Broward Drainage District Resolution No. 2012-09 that property owners within the District that obtain a Variance approval from the Board may obtain a permit without further Board approval for construction of approved Improvements within the District's easements and adjacent lake property so long as the property owners enter into an Indemnification and Hold Harmless Agreement with the District and pay for all associated legal costs, and comply with all other District criteria for obtaining said permit, and;

WHEREAS, District and Property Owners are desirous of entering into an agreement to provide for an approval to permit the construction of the Easement Improvements within the Easement and the Lake Improvements within the Lake Property;

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

1. The foregoing statements are true and correct and are incorporated herein by reference as though set forth verbatim.
2. District agrees to issue a permit to Property Owners permitting construction of the Improvements within the Easement and Lake Property, provided Property Owners first submit to District for approval, construction plans which are in substantial compliance with the minimum criteria established by District and as stated above. The proposed plans or sketch for these Improvements are attached to this Agreement as Exhibit "B".
3. All subsequent owners of Subject Property shall be bound by this Agreement which shall be a covenant running with the land.
4. Property Owners do hereby agree for themselves and their successors, assigns and heirs, with respect to Subject Property on which the Improvements are constructed within the Easement and Lake Property, to indemnify District and hold it harmless from any liability, claims, losses, damages and expenses, specifically and exclusively arising out of the construction of the Improvements within the Easement and Lake Property and also following construction of the Improvements. This indemnification includes but is not limited to any and all personal injuries which may be suffered by any individuals or property damage which may be incurred by any individuals or entities as a result of the construction of the Improvements within the Easement and Lake Property. Property Owners agree to indemnify District from any and all liability, claims, loss, damage and expenses District may suffer as a result of such claims, demands, costs or judgments and further agree to take over and defend any such claims brought or actions filed against District with respect to the subject of the indemnity contained in this Agreement. The foregoing indemnity shall include reasonable attorneys' fees and court costs incurred by District including court costs and reasonable attorneys' fees incurred at the trial and all appellate levels. Nothing contained herein shall be deemed, however, to constitute a waiver by District of any limitations of its liability that may be accorded District by virtue of § 768.28 Florida Statutes, or any subsequently enacted similar law.
5. Property Owners shall on the Easement and Lake Property adjacent to Subject Property, restore the lake bank to its original condition or District criteria as it exists on the date of this Agreement should construction of the Improvements within the easement result at any time in the collapse of the lake bank or any other damage to the lake bank. In the event that Property Owners fail to restore the lake bank within thirty (30) days of receiving written notice from District, then District may undertake to perform such lake bank restoration as may be deemed by it to be necessary and Property Owners shall fully reimburse District for the cost of all such lake bank restoration work within thirty (30) days of receiving a bill.
6. Property Owners agree that during and following construction of the Improvements within the Easement and Lake

Property, they shall take all reasonable and necessary steps to prevent pollution or damage to the adjacent lake as a result of said construction. In addition, Property Owners agree to be responsible for and reimburse District for all expenses arising out of pollution or damage to the adjacent lake resulting from said construction.

7. Property Owners agree to maintain the Improvements built by Property Owners or with their permission, in or on the Easement and Lake Property and Property Owners agree to fully and completely indemnify and hold harmless District, its successors and assigns for damages because of bodily injury or death resulting therefrom, sustained by any person or persons, or because of any damage to real property or personal property of District or of any person or entity due to any act or omission of Property Owners, their employees, subcontractors, designees or agents and in or on the Easement and Lake Property.

8. Property Owners agree that in the event District requires the use of the Easement or Lake Property in which the Improvements are constructed, the District shall notify Property Owners within thirty (30) days that such use may be required. In this event, District agrees to use reasonable precaution to prevent damage to the Improvements. However, notwithstanding the foregoing, in the event the District damages any portion of the Improvements, the Property Owners agree to be responsible for the construction and expenses necessary to restore the Improvements to their permitted condition. In addition, Property Owners acknowledge and agree that District shall not be required to restore the Improvements or pay any monies toward the cost of restoring the Improvements. All construction necessary to restore the Improvements must comply with the District's criteria and requirements of this Agreement.

9. Notwithstanding the provisions of the previous paragraph, Property Owners agree that in the event the District shall have a reasonable permanent use of the Easement or Lake Property, that within thirty (30) days notice by District, Property Owners, their successors, assigns and heirs, shall remove the Easement or Lake Improvements approved by this Agreement. In this event, the lake bank and/or lake maintenance easement and/or lake/water body shall be restored to its original condition or District criteria as it exists on the date of this Agreement. Notwithstanding the foregoing, in the event there is not a permanent need for said property but there is a temporary basis which need is reasonable for reasonable use of the Easement or Lake Property, District shall use all reasonable means to avoid the necessity of removing any part of the Easement or Lake Improvements. If after attempts to use said property temporarily without removing the Easement and Lake Improvements fail or are reasonably determined to be impossible or unreasonably inconvenient, then and in that event, upon the giving of thirty (30) days notice to the then owner of Subject Property, Property Owners, their successors, assigns or heirs shall remove so much of the Easement or Lake Improvements as may be reasonably necessary to permit District to effectuate the temporary use. Thereafter, and upon notice from District that said temporary need or use has been fulfilled and is no longer necessary, Property Owners, their assigns or heirs shall be permitted to replace so much of the Easement or Lake Improvements which were removed as may be reasonably necessary and allowed by the District, so long as the construction necessary to complete replacement of the Easement and/or Lake Improvements complies with District's criteria and requirements of this Agreement.

10. Property Owners, their successors, assigns and heirs agree that if it is necessary for District to remove the Easement or Lake Improvements constructed pursuant to this Agreement and to restore the lake bank and/or maintenance easement and/or lake, that Property Owners, their successors, assigns and heirs will reimburse District for any and all costs incurred to effect said removal and restoration, including attorneys' fees and costs expended in connection with such removal and restoration.

11. Property Owners agree that if it is necessary for District to restore the Easement, Lake Property, lake bank and/or any part of the Improvements and/or remove and/or replace any part of the Easement or Lake Improvements, that Property Owners will reimburse District for any and all costs incurred to effect said removal, restoration and/or replacement, including attorneys' fees and costs expended in connection with such removal, restoration and replacement.

12. Notwithstanding the provisions of Paragraph No. 8 and 9 of this Agreement, if an emergency condition or situation arises, as solely determined by the District, District may proceed with such work as is necessary to alleviate said emergency condition or situation without being liable to the Property Owners for any damage which may occur to the Improvements. In this event, District agrees to make a reasonable effort to contact the Property Owners to give Property Owners the opportunity to protect the Improvements or assist District in the work necessary to alleviate said emergency condition or situation.

13. Any expenses including reasonable attorney's fees incurred by District as a result of the indemnification contained in this Agreement and/or in restoring the Easement, Lake Property, lake bank or Improvements or removing and replacing the Easement or Lake Improvements, shall be paid to District by Property Owners within thirty (30) days after receiving a bill. In the event payment is not received within thirty (30) days of billing, then the District shall be entitled to file a lien in the Broward County Public Records upon Subject Property for all expenses including reasonable attorney's fees, together with interest thereon at eighteen percent (18%) per year or the highest nonusurious rate allowed by law, whichever is less and all costs of collection, including reasonable attorney's fees at all trial and

appellate levels. In the further event that District is required to foreclose its lien, then and in such event, District will be entitled additionally to receive its reasonable attorneys' fees and costs expended in connection with such foreclosure or collection procedure.

14. Property Owners by signing this Agreement acknowledge that District is only permitting occupancy of the Easement and Lake Property by the Improvements, that District has not reviewed and will not review, acknowledge or comment on the structural integrity or sufficiency of the Improvements and that Property Owners are solely responsible for the structural integrity and sufficiency of the Improvements.

15. Property Owners further acknowledge that the Improvements will be or have been constructed in substantial compliance with the sketch or plans attached to this Agreement as Exhibit "B".

16. No changes, additions or modifications to the Improvements as approved by this Agreement shall be permitted without approval of the District Board of Commissioners. In addition, if the Improvements are removed for any reason, Property Owners shall not replace same without approval of the District.

17. Property Owners by signing this Agreement agree to remove the following portion of the Improvements approved under the Variance prior to the transfer of ownership of the Subject Property or within sixty days of transfer to the subsequent property owners if said transfer is by operation of law or beyond the control of the Property Owners: _____

_____. Failure by Property Owners to remove the above described improvements prior to the transfer of ownership of the Subject Property or by the subsequent property owners within sixty days as stated herein shall constitute a breach of this Agreement and the subsequent property owners of Subject Property shall be required to apply for and obtain a new permit through the District, including any required variances, which may be unreasonably denied. Furthermore, District shall have the right to remove said Improvements without being liable to the Property Owners or subsequent property owners for any damage which may occur to the Subject Property or the Improvements. The subsequent property owner shall be required to fully reimburse the District for all costs associated with the removal of said above described Improvements by the District, including all associated attorney's fees incurred as a result of having taken such action, which costs shall be subject to payment by the subsequent property owners to the District in accordance with the provisions of paragraph 13 and other applicable provisions of this Agreement.

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

As to District:

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

As to Property Owners:

Name:
Address:

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

unless the address is changed by the party by notice given to the other parties. Notice shall be in writing, mailed certified mail, return receipt requested, postage prepaid and shall be deemed delivered when mailed or upon hand delivery to the address indicated.

Notwithstanding the foregoing, notices, requests or demands or other communications referred to in this agreement may be sent by facsimile, electronic mail, telegraph or private courier, but shall be deemed to have been given when received.

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

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

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

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

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

24. This Agreement shall not be modified (and no purported modification thereof shall be effective) unless in writing and

signed by the party to be charged.

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

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

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

28. Property Owners shall reimburse District and pay for any and all reasonable costs incurred by District incidental to entering into the terms of this Agreement, including but not limited to engineering fees, surveying costs, attorneys' fees, recording costs and any other necessary expenses.

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

30. This Agreement shall be recorded in the public records of Broward County, Florida with Property Owners to pay the full cost thereof.

31. Property Owners acknowledge that they have read and understand this Agreement.

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

Signed, sealed and delivered
in the presence of:

"DISTRICT" (South Broward Drainage District)

Witness Signature

By: _____
SCOTT HODGES, Chairperson

Print Witness Name

Witness Signature

Print Witness Name

Attest:

Witness Signature

By: _____
ROBERT E. GOGGIN IV, Secretary

Print Witness Name

Witness Signature

Print Witness Name

STATE OF FLORIDA)
)§
COUNTY OF BROWARD)

The foregoing Agreement was acknowledged before me this _____ day of _____, _____, by Scott Hodges and Robert E. Goggin IV, as Chairperson and Secretary, respectively of the SOUTH BROWARD DRAINAGE DISTRICT, a political subdivision of the State of Florida, on behalf of SOUTH BROWARD DRAINAGE DISTRICT. They are personally known to me.

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

[NOTARY SEAL OR STAMP]

Notary Public:
State of Florida at Large

"Property Owner(s)"

Witness Signature

By: _____

Print Witness Name

Print Name

Witness Signature

Print Witness Name

By: _____

Witness Signature

Print Witness Name

Print Name

Witness Signature

Print Witness Name

STATE OF FLORIDA)
) §
COUNTY OF BROWARD)

The foregoing Agreement was acknowledged before me this _____ day of _____, _____, by _____ as Property Owner, who is personally known to me [OR] (who has produced _____ [TYPE OF IDENTIFICATION] as identification).

WITNESS my hand and official seal in the county and state last aforesaid this _____ day of _____, _____.
[NOTARY SEAL OR STAMP]

Notary Public:
State of Florida at Large

STATE OF FLORIDA)
) §
COUNTY OF BROWARD)

The foregoing Agreement was acknowledged before me this _____ day of _____, _____, by _____ as Property Owner, who is personally known to me [OR] (who has produced _____ [TYPE OF IDENTIFICATION] as identification).

WITNESS my hand and official seal in the county and state last aforesaid this _____ day of _____, _____.
[NOTARY SEAL OR STAMP]

Notary Public:
State of Florida at Large

**SOUTH BROWARD DRAINAGE DISTRICT
CRITERIA MANUAL**

APPENDIX F

**SURFACE WATER MANAGEMENT AREA (SWMA)
DESIGNATION & DECLARATION OF RESTRICTIVE
COVENENANTS**

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

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

Folio No.:

SURFACE-WATER MANAGEMENT AREA DESIGNATION

THIS SURFACE-WATER MANAGEMENT AREA DESIGNATION is granted this ____ day of _____, 20__, by _____, whose address is _____, hereinafter referred to as "Grantors", to SOUTH BROWARD DRAINAGE DISTRICT, a political subdivision of the State of Florida, located at 6591 Southwest 160 Avenue, Southwest Ranches, Florida 33331, hereinafter referred to as "District".

WITNESSETH

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

SEE EXHIBITS "A" AND "B" ATTACHED HERETO

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

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

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

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

Signed, sealed and delivered
in the presence of:

“GRANTORS”

Witness Signature

Grantor Signature

Witness Printed Name †

Grantor Printed Name †

Witness Signature

Witness Printed Name †

STATE OF FLORIDA)
) §
COUNTY OF BROWARD)

THE FOREGOING SURFACE-WATER MANAGEMENT AREA DESIGNATION WAS ACKNOWLEDGED
BEFORE ME THIS _____ DAY OF _____, 20 __, BY _____
AS _____, GRANTOR, WHO IS PERSONALLY KNOWN TO
ME (OR) HAS PRODUCED _____ (TYPE OF IDENTIFICATION).

WITNESS MY HAND AND OFFICIAL SEAL IN THE COUNTY AND STATE LAST AFORESAID THIS
_____ DAY OF _____, 20 __.

NOTARY SEAL AND STAMP
↓

NOTARY PUBLIC

PRINTED OR STAMPED NAME OF NOTARY PUBLIC