

STORMWATER MANAGEMENT

REGULATIONS, STANDARDS, PROCEDURES

AND

DESIGN CRITERIA

CENTRAL BROWARD WATER CONTROL DISTRICT BROWARD COUNTY, FLORIDA

BOARD OF COMMISSIONERS

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DISTRICT ENGINEER

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DISTRICT ATTORNEY

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CENTRAL BROWARD WATER CONTROL DISTRICT

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EXHIBITS INCORPORATED HEREIN BY REFERENCE:

- A** Central Broward Water Control District Boundary Area
- B** ~~Submittal Requirements For Stormwater Management Permit Approval~~ CBWCD Document Submittal Requirements
- C** Paving and Drainage Check List for Applicants
- D** 100-Year Flood Elevation Map
- E** 10-Year Flood Elevation Map
- F** Florida Department of Transportation 3-Year Storm Zone 10
- G** Exfiltration Trench System
- H** Headwall Detail
- I** Typical Perimeter Berm Details
- J** General Notes
- K** ~~Driveway Culvert~~ Construction Tolerances
- L-1** ~~District Form~~ Subdivider's Completion Agreement (~~Letter of Credit~~)

- L-2** ~~District Bond Form~~/Subdivider's Completion Bond
- M** ~~District~~ Release of ~~Bond (Letter of Credit)~~Subdivider's Completion Agreement
- N-1** Canal Easement Agreement
- N-2** Canal Maintenance Easement Agreement
- N-3** Drainage, Flowage and Storage Easement Agreement
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- N-6** Ingress/Egress Easement Agreement
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- P** Maintenance Agreement
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- R** Boat Ramp Detail
- S** Dock and Deck Agreement
- T** Suggested Wetland and Aquatic Plants and Planting Depth Ranges
- U** ~~Not used~~Florida Exotic Pest Plant Council's 2011 List of Florida's Most Invasive Species
- V** Stormwater Certification Report
- W** Checklist ~~of for~~ Single Family Homes Plan Approval
- X** ~~Sample Problem~~:-Bleed Down Time for Retention Systems Sample Problem
- Y** Typical Wetland Preserve AreaPlanting Sign
- Z** Surface Water Management Designation and Declaration of Restrictive Covenant
- AA** ~~Water~~Stormwater Management Works Permit Form

Copies of the exhibits are available at the District's office and on the District's web site centralbrowardwcd.org.

BIBLIOGRAPHY

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1. GENERAL

1.01 SCOPE

The provisions of these regulations and criteria shall apply to all existing and future development, construction, or reconstruction within the boundaries of the Central Broward Water Control District (District or CBWCD). District boundaries are shown in the Exhibits. For the purpose of these regulations and criteria development, construction or reconstruction shall be defined as any work which would affect the flow or level of water, whether surface or subterranean in origin; the alteration of ground elevations and/or dredging or filling activities.

1.02 PURPOSE

The purpose of these regulations and criteria are to promote the general health, safety, welfare, convenience, and economic well-being of the citizens within the Central Broward Water Control District by minimizing flooding and ensuring proper water management.

These regulations and criteria have been developed to provide engineers, surveyors and mappers, architects, and land planners with requirements for the design of all projects within the District.

1.03 AUTHORITY

These regulations and criteria have been prepared under the authority of the Central Broward Water Control District (District) as provided by an act of the State Legislature in 1982 describing the District boundary and authority, and additionally that authority vested and granted by the Water Resources Act, Chapter 61-1969, Laws of Florida and Chapter 2009-257, Laws of Florida, as amended.

1.04 REQUIREMENTS

All projects within the regulatory area of the District shall require that a ~~Florida Registered-Licensed~~ Professional Engineer submit to the District a permit application for approval of the paving, grading, drainage and storm water management and discharge into the District's Waterway. The project information, documentation details, standard, and engineering analysis shall conform in content to the requirements stipulated in these regulations and criteria.

The permit holder shall be responsible for ensuring the constructed project meets the District's design criteria at the time of permit approval. The applicant shall submit sufficient details and avoid errors and omissions in the plans and supporting documentation to ensure the project is constructed in accordance with District criteria. The permit holder shall correct any deviations from District criteria in the constructed project unless specifically exempted by a variance.

Submittal of a permit application and permitting by the District shall in no way eliminate the applicant's responsibility to conform to the Florida Building Code, Florida Building Code - Accessibility, Florida Fire Prevention Code, and the rules, regulations, policies or permitting requirements of other regulatory agencies such as: U.S. Army Corps of Engineers (USACE), Florida Department of Environmental Protection (FDEP), Florida Department of Transportation (FDOT), South Florida Water Management District (SFWMD), Broward County Environmental Protection and Growth Management Department (EPGMD), and the Applicable Unit of Local Government.

If the permitted plans include work that is outside of the project property limits, then the applicant must acquire written permission from the affected property owner(s) to perform such work and shall provide proper documentation (agreements, easements, approvals, etc.) to the District to work outside the limits of the applicant's property. Final acceptance of record drawings and release of bonds shall be contingent upon receiving no objections from affected property owner(s) within 30 days of initial Board action.

The criteria herein set forth by the District are the minimum criteria which must be met by an applicant in order to seek approval of the commission. Nothing herein shall prevent the District's Commission from imposing more stringent requirements than set forth by the criteria as circumstances may warrant on a case-by-case basis to protect the health, safety, and welfare of the residents of the District.

1.04.1 EXISTING ROADWAYS

Projects that abut a public road or street where there is no existing drainage, shall address this problem for the prevention of standing water.

1.04.2 EXISTING CANALS

~~Projects whose traffic circulation elements (existing or proposed) abut District canals shall provide guardrail when there is insufficient recovery area.~~

Projects with property having a common border with a District canal that is adjacent to a roadway must provide guardrail along the canal for the length of the affected property boundary. This also applies when the property abuts a roadway and the District canal is located on the opposite side of the road.

1.04.3 CANAL RIGHTS-OF-WAY

Where the District requires canal Rights-of-Way, the Developer shall dedicate such right-of-way, and in addition shall dedicate a minimum ~~twenty foot~~twenty-foot (20') strip of land from the top of bank of the canal for a maintenance easement.

1.04.4 DRAINAGE EASEMENTS

All projects within the District, shall dedicate to the District, drainage easements as the District deems necessary for the project; to provide for adjacent property and for conformance with the District's Water Control Plan.

1.04.5 MAINTENANCE IMPROVEMENTS AND DISTRICT EASEMENTS

Except as provided for herein and in Section 2.14 of this criteria, all canal rights-of-way, canal easements, canal maintenance easements, drainage, flowage and storage easements, lake maintenance easements, and drainage easements, ~~and ingress/egress easements~~ shall be kept free and clear of all improvements, trees, plants, or encroachments.

The following improvements are allowed within a drainage, drainage, ~~flowage~~ and storage, lake maintenance, and ingress/egress, ~~and ingress/egress~~ easement to be dedicated to the District subject to providing adequate access: asphalt/concrete paver pavement; curbing; sidewalks and hardscape; chain link fencing; and guardrail.

Ingress/egress easements that are coincident with a private road or entrance from the public right-of-way are allowed improvements within the easement limits provided the improvements does not conflict-block vehicular access to with the prohibition against improvements, trees, plants and encroachments within other easements to be dedicated to the District. The ingress/egress easement shall provide for a minimum 12-foot clear vehicular access path from the public right-of-way to other easements to be dedicated to the District.

Ingress/egress easements not coincident with a private road or entrance from the public right-of-way must be kept free and clear of all improvements, trees, plants, or encroachments, except as provided above.

No utilities shall be placed in any District easement or right-of-way without approval by the District, and the utility system owner entering into a hold harmless and indemnification agreement with the District.

1.05 MAINTENANCE

Unless otherwise provided, all drainage easements dedicated to the District shall be maintained by the property owner or a property owners' association.

- 1.05.1 Drainage within the Rights-of-Way of public streets is the maintenance responsibility of the unit of local government responsible for the maintenance of the street.
- 1.05.2 Maintenance of lakes/ponds and water bodies is the responsibility of the property owner abutting, or a property owners association.
- 1.05.3 Notwithstanding the above, the District retains the right to enter into and perform such maintenance as it feels necessary to protect the District's drainage system.

In the event the District performs such maintenance, it will assess the property owner(s) for the costs involved and will lien the property as necessary.

1.06 RENEWALS

District Operating permits shall be valid for a period not to exceed five (5) years from the date that project as-built drawings are approved. Renewal applications shall be submitted to the District 60 days prior to permit expiration.

Paving and drainage plans and maintenance agreements approved by the District prior to renewal requirements shall submit renewal applications within 120 days of receiving notification by the District. Such surface water management works shall comply with all conditions and requirements at the time of District approval.

Each renewal application shall be accompanied by the applicable fee, a log of the operation and maintenance schedules for all the components of the stormwater management system, and a stormwater certification report (Exhibit V) signed and sealed by a Florida-registered-Licensed Professional Engineer certifying that the components of the stormwater management system are functioning as permitted. Refer to Exhibit V, Stormwater Certification Report, for minimum list of stormwater management system components that must be certified with each renewal cycle. If required, the property owner shall upgrade the drainage system to ensure proper operation for water quality and drainage as required and in place at the time of the original approval.

1.07 EXISTING DEVELOPMENT

All water management works for which permits, approved paving and drainage plans, and/or maintenance agreements have been issued by the District shall continue to comply with all conditions and requirements at the time of District approval. If such water management works are determined to have caused, are causing, or will cause an immediate adverse impact on the public, the property

owner shall be required to modify the portion of the water management works which is causing or will cause the adverse impact.

Existing development and water management works constructed prior to the requirement for permits and District approved paving and drainage plans, shall be exempt from the requirements of these regulations and criteria. If it is determined that the existing works (or lack of water management works) have caused, are causing, or are predicted to cause an immediate adverse impact on the public, the property owner shall be required to modify the portion of the water management work which is causing or will cause the adverse impact to meet the District's current criteria to the extent practical and in the discretion of the District.

1.08 VIOLATIONS AND PENALTIES

~~The District Manager is hereby authorized to serve notices of violation or stop work orders to owners of property involved, to the owner's agent, or to the person or persons performing the work, and penalize permittees for violations of the District's regulations. Any person found in violation of these regulations shall be notified in writing by the District Manager or his designee. The penalty for each violation shall be made in the following manner:~~

~~1.08.1 Upon initial violation, the permit holder shall be formally notified of the violation and shall be required to conform with the provisions of the District's Stormwater Management Regulations, Standards, Procedures and Design Criteria within [add "reasonable" time frame subject to discretion of the District Manager. Use calendar days if a specific time is inserted].~~

~~1.08.2 Upon a second infraction of this section, the permit holder shall be fined in the amount of two hundred fifty dollars (\$250.00).~~

~~1.08.3 A third violation shall result in the immediate suspension of the permit and, upon review by the District, revocation if warranted. The permit holder shall be fined in the amount of five hundred dollars (\$500.00).~~

~~1.08.4 Unlawful continuance. Any person who shall continue any work after having been served with a notice of violation or a stop work order, except such work as that person is directed to perform to remove or remedy a violation or unsafe condition, shall be subject to penalties as prescribed by law [need to define what is "as prescribed by law"].~~

~~1.08.5 [Add provisions for imposing a lien]~~

2. ENGINEERING CRITERIA

2.01 GENERAL

The following regulations and criteria will be utilized by the District in the review of plans, plats, as-builts, or other submittals.

2.01.1 DEFINITIONS

Definition and terms that are not defined below shall be given their ordinary and customary meaning or usage of the trade or will be defined using published, generally accepted dictionaries, together with any rules and statutes of the Agencies that have additional authority over the regulated activities.

“Aquatic plant” or “aquatic vegetation” 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. Also see “prohibited aquatic plant” definition.

“As-Built Drawings” means plans that accurately represent the constructed condition of the permitted facility that is certified by a ~~Florida registered Licensed~~ Professional Surveyor and Mapper, including identifying any substantial deviations from the permitted design.

“Canal” means an artificial ditch utilized for confining surface water to a defined channel, the purpose of which is to receive runoff from adjacent land and to convey flows downstream to another canal, river or natural water body. Canals in this context refer to the primary canals owned and maintained by the SFWMD, the secondary canals maintained by the CBWCD, and canals on private property. man-made trench intended primarily to convey flows, the bottom of which is normally covered by water, with the upper edges of its two sides normally above water. Canals also include those defined in § 403.803(2), F.S.

“Common Area” means real property which is subject to the common ownership of a single party for the benefit of all of the property owners which is responsible for such ownership, unified control, monitoring, operation, and maintenance of the drainage facilities located in the common area.

“Construction commencement” means the actual on-site, continuous and systematic activity of land surface alteration, construction and fabrication of a facility in accordance with a stormwater management works permit authorizing construction of the project in conformance with the terms and conditions of the permit. Minor clearing, dredging, or filling with an apparent purpose of keeping the permit active will not be considered to meet this requirement.

“Detention” means the collection and temporary storage of stormwater in an impoundment in such a manner as to provide for treatment through physical,

chemical, and biological processes with subsequent gradual release of the stormwater.

“Discharge” means to allow or cause water to flow.

“Development” means: 1) the division of a plat, tract, parcel or lot of land into two (2) or more parcels that requires platting or re-platting by the municipality having jurisdiction or by Broward County; 2) the meaning given in §380.04, F.S.

“District Canal” or “District Waterway” means the canals, waterways, easements, rights and reservations, rights-of-way, maintenance strips, swales, and all and every work or facility appurtenant or adjacent to or utilized by the Central Broward Water District (the District) in connection with the functioning of its waterways.

“Exotic plant species” means a plant species introduced to Florida, purposefully or accidentally, from a natural range outside of Florida, including naturalized exotic species (an exotic plant that sustains itself outside cultivation) and invasive exotic species (an exotic plant that not only has naturalized, but is expanding on its own in Florida native plant communities). Exotic plant species are defined by the “Florida Exotic Pest Plant Council” (EPPC), and include cattails, melaleuca, Brazilian pepper, Australian pine, laurel fig (ficus) and other nuisance species that are not native to Florida, exhibit rapid growth, out compete native vegetation, and can clog lakes/ponds and canals (~~Exhibit “U”~~). Additional information on Florida’s exotic plant species is available at: <http://www.fleppc.org/>.

“Filling” or “fill” means the deposition or to deposit, by any means, of materials in a ~~lake, pond~~lake/pond, wetland, canal, or other waterway, ~~detention, or retention area.~~

“Licensed Professional” means an engineer, land surveyor and mapper, architect, landscape architect, or geologist licensed by the State of Florida practicing under Chapter 471, 472, 481, or 492, F.S., respectively, and includes any of the following designations: “licensed engineer”; “licensed professional engineer”; “professional engineer”; “registered engineer”; “registered professional engineer”; and similar “licensed...”, “licensed...professional”, “professional...”, “registered...”, or “registered professional...” regarding surveyors, architects, landscape architects, and geologists licensed under Chapter 472, 481, or 492, F.S.

“NAVD 88” means North American Vertical Datum of 1988.

“NGVD 29” means National Geodetic Vertical Datum of 1929.

“Nuisance plant species” means any species of flora or fauna, including exotic plant species, prohibited aquatic plants, and invasive nonnative plants whose noxious characteristics or presence in sufficient number, biomass, or areal extent that prevents, or interferes with, uses or management of resources, and which are native or naturalized in the area where it occurs. See § 369.251, F.S. for a list of invasive nonnative plants:

http://www.leg.state.fl.us/Statutes/index.cfm?App_mode=Display_Statute&Search_String=&URL=0300-0399/0369/Sections/0369.251.html

“Positive outfall” means discharge via a device or devices designed to convey discharges of stormwater from the applicant’s property across downstream properties and ultimately into a District canal by means of a system consisting of one or a combination of pipes, culverts, canals, swales, or ditches in a concentrated and not diffuse manner.

“Pre-development” means the land use immediately previous to submittal of an application for paving and drainage approval if no District water management works permit was issued for the property, or the land use and storm water management design described in the latest District approved water management works permit for the property.

“Prohibited aquatic plant” means any of the aquatic plants designated by the Florida Department of Agriculture and Consumer Services on the prohibited aquatic plant list in Rule 5B-64.011, F.A.C., or in an emergency order issued under Rule 5B-64.012, F.A.C. See <https://www.flrules.org/gateway/ruleno.asp?id=5B-64.011>

“Record drawing” means plans certified by a ~~registered professional~~Licensed Professional that accurately represent the constructed condition of an activity, including identifying any substantial deviations from the permitted design that are based on the As-built drawings submitted by the contractor and certified by a ~~Florida registered~~Licensed Professional Surveyor and ~~Mapper.~~Mapper.

~~“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.~~

“Retention” means a system designed to prevent the discharge of a given volume of stormwater runoff into surface waters in the state by complete on-site storage. Examples are systems such as excavated or natural depression storage areas, pervious pavement with subgrade, or above ground storage areas.

“Stormwater Management Facility” means a facility that is designed to treat, collect, convey, channel, hold, inhibit, or divert the movement of stormwater runoff on, through, and from a property. Such facilities are utilized to control or manage the path, storage, or rate of release of stormwater runoff. Such facilities may include canals, channels, culverts, inlet or outlet structures, lakes, ponds, lakes/ponds, retention and detention areas, spillways, storm sewers, swales, or other similar facilities.

“Structural slab-on-ground” means a slab that is cast directly on the ground and is a required part of a load path which transmits vertical or lateral loads to the ground and must conform to applicable structural building codes. Non-structural slabs-on-

ground serve only as an architectural wearing surface and are not subject to structural building code requirements and are not subject to the six inches (6") above berm elevation requirement.

“Substantial Damage” means damage of any origin sustained by a structure (i.e., a building, storm sewer, culvert, or bridge) whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 50 percent of the market value of the structure before damage occurred.

“Substantial Improvement” means any repair, reconstruction, rehabilitation, alteration, addition or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the improvement or repair is started. The term does not, however, include any project for improvement of a building required to correct existing health, sanitary or safety code violations identified by the building official having jurisdiction and that is the minimum necessary to assure safe living conditions.

“Swale” means ~~a~~ manmade 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 3H:1V feet (horizontal to 1 foot vertical); (b) Contains contiguous areas of standing or flowing water only following a rainfall event; (c) Is planted with vegetation suitable for soil stabilization, stormwater treatment, and nutrient uptake; (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; and (e) has a channel invert no lower than one (1) foot above the water control elevation. The top of bank of the swale must be an observable and distinct break in slope between the toe of slope or swale invert and areas landward of the outer edge of the swale.

“Water Control Elevation” equals elevation: 1.4’ NAVD 88 east of the Turnpike; 2.4’ NAVD 88 south the C-11 Canal between the Turnpike and Palm Avenue; 2.4’ NAVD 88 north of the C-11 Canal between the Turnpike and the N-17 Canal; 3.4’ NAVD 88 south of the C-11 Canal and west of Palm Avenue; and 3.4’ NAVD 88 north of the C-11 Canal and west of the N-17 Canal. The District’s standard differential between NAVD 88 and NGVD 29 datums for purposes of calculating the water control elevation and elevation references in these regulations is 1.60’ (e.g., 0.0’ NGVD 29 -1.6’ = (-)1.6’ NAVD 88).

2.01.2 VERTICAL DATUM

Elevation data in engineering documents and construction drawings submitted to the District shall be based on the NAVD 88 datum. Requests for modifications to permits issued prior to the updated FEMA Flood Insurance Rate Maps that took effect on August 18, 2014 shall include on the paving, drainage and grading drawings the site-specific conversion factor between NGVD 29 and NAVD 88 data for historical record keeping purposes.

2.02 FINISHED FLOOR, 100 YEAR ELEVATIONS

All habitable structures shall be set at or above the higher of:

- 2.02.1 Federal Emergency Management Act (FEMA) Flood Studies
- 2.02.2 Broward County 100 Year Flood Studies, latest edition
- 2.02.3 Eighteen inches (18") above the nearest-highest crown of road of the internal traffic circulation element bordering the structure. The traffic circulation element can be a public or private street, or an internal drive aisle. If the roadway is not crowned, or has an inverted crowned section, then the highest edge of pavement cross section nearest bordering the structure shall apply. In subdivision lots, the elevation shall be based on the highest crown of road along each lot frontage.
- 2.02.4 Stage storage calculations for the 100-year, 3-day rainfall with zero discharge
- 2.02.5 Florida Building Code in accordance with the American Society of Civil Engineers Standard 24 – Flood Resistant Design and Construction (ASCE 24), latest edition

Nonresidential structures shall be set at or above the higher of Criterion 2.02.1, 2.02.2, and 2.02.4 enumerated herein and six inches (6") above the nearest crown of road of the adjacent roadway, whichever is higher.

Applicants shall verify that structural slabs-on-ground elevations are at least six inches (6") above the proposed berm elevation.

2.03 ROAD FLOOD CRITERIA

All roadways (public and private) and parking lots (public and private) shall have a minimum crown elevation (normal or inverted) set at the higher elevation of:

- 2.03.1 10-year flood criteria map of Broward County
- 2.03.2 Peak stage storage calculations for the 10-year, 1-day rainfall

The minimum crown elevation for inverted road sections shall refer to the center of the roadway and the minimum crown elevation for parking lots shall refer to the centerline of each drive aisle.

Rims of drainage structures may be set no more than six inches (6”) below the edge of the roadway, parking lot or drive aisle provided the structure is located outside of the limits of the driving surface (e.g., inside a green area adjacent to the driving surface).

2.04 EXCAVATIONS

All ~~lake, wetland, pond~~lake/pond, wetland, canal, or other waterway excavations shall be in accordance with South Florida Water Management District (SFWMD) Environmental Resource Permit (ERP) rules for Storage Areas unless specified herein.

2.04.1 CRITERIA COMMON TO LAKES, WETLANDS, PONDSLAKES/PONDS, WETLANDS, CANALS, OR WATERWAYS

2.04.1.1 All side slopes of excavations shall be stabilized with a suitable vegetative cover to provide stability against erosion in conformance with these criteria.

2.04.1.2 All ~~lake, wetland, pond~~lake/pond, wetland, canal, or other waterway maintenance areas shall be cleared of all trees and ~~shrubby plants~~ and no new trees or ~~shrubby plants~~ shall be planted.

2.04.1.3 Nuisance plant species shall not be planted in ~~lakes, wetlands, ponds~~lakes/ponds, wetlands, canals, waterways, District property, or easements dedicated to the District.

2.04.1.4 The applicant shall provide evidence of site specific geotechnical investigations in a engineering report that documents the type and extent of soils found within areas to be excavated for water quantity or water quality storage purposes (e.g., Unified Soil or AASHTO Soil classification, standard penetration tests, sieve analyses, etc.). Soil borings shall be taken to a minimum depth of five feet (5') below the water control elevation for each ½ acre of storage area or fraction thereof. Deleterious soils shall be removed and filled with permeable material that will allow the stored water to infiltrate into the ground water. Locations of known deleterious soils such as muck layers shall be depicted on the construction drawings along with the appropriate notes requiring removal and disposal.

2.04.1.5 All ~~lakes, ponds~~lakes/ponds, canals or other waterways shall have stabilized maintenance easements that are twenty feet (20') in width, measured from the top of bank. Canal and waterway maintenance easements shall either be sloped up to a continuous 5% slope away from the canal, or up to a 10% slope that creates an inverted section at the midpoint of the access way. In either case, the

maintenance way shall be sloped away (i.e., downward) from the top of bank of the canal or waterway to create a ridge along the top of bank.

These twenty feet (20') shall be considered a setback for any buildings, structures, or water bodies and shall be suitable for vehicular traffic. For the purpose of this paragraph, structure is defined as any installed, or erected object on or in the ground.

2.04.1.6 The top of bank must be an observable and distinct break in slope between the toe of slope and areas landward of the discernable physical feature that is located at the outer edge of a lake, wetland, pondlake/pond, wetland, canal or waterway, including any freeboard, and coincides with the inner edge of the maintenance easement.

2.04.2 CANALS AND WATERWAYS

2.04.2.1 Canal excavation shall have a side slope that provides stability against erosion from the top of bank (minimum elevation equal to 3.4' NAVD88 east of Palm Avenue/SW100th Ave/Nob Hill Road and 4.4' NAVD88 west of Palm Avenue/SW100th Ave/Nob Hill Road-5.0 feet NGVD 29 [3.4' feet NAVD 88] minimum) to 3.0 three feet (3') below the water control elevation.

2.04.2.2 Canal side slopes shall be no steeper than 4H:1V (horizontal:vertical) from top of bank to three feet (3.0') feet below the water control elevation. Below this point, side slopes shall be as the material permits, but no steeper than 2H:1V unless a steeper slope can be justified based on supporting engineering and geotechnical information.

2.04.2.3 Canals shall be excavated to provide a minimum of ten feet (10') of depth below the water control elevation, or shallower at the discretion of the District Manager.

2.04.2.4 Existing District canals adjacent to properties applying for a water management works permit or plat approval shall be brought to the design standards of the District, including provision of a 20-foot (20') canal maintenance easement, and removal of all trees, plants, nuisance plant species, and encroachments from canal under the water surface, or on the banks, slopes, or maintenance easements.

2.04.2.5 Canal banks down to the water control elevation and canal maintenance easements shall be sodded.

2.04.3 LAKES/PONDS, AND WETLANDS AND PONDS

~~A surface~~ A surface water body that provides attenuation, floodplain storage or water quality detention or retention storage shall be considered a ~~lake, wetland, lake/pond or wetland, or pond.~~ All three are referred to as a lake/pond in the following sections.

2.04.3.1 All ~~pond~~ lake/pond shorelines shall be planted with aquatic vegetation in littoral zones around the entire perimeter of the pond excavation near the water's edge to create an average minimum littoral zone width of twenty feet (20').

2.04.3.2 As an alternative to planting all shorelines, an equivalent area of aquatic vegetation may be concentrated along one or more banks of one or more ponds/lakes/ponds, or the center of one or more ponds/lakes/ponds as an island or as an anchored floating treatment wetland.

2.04.3.3 ~~Lake, wetland, and pond side slopes~~ Littoral zones shall be planted with aquatic vegetation from no higher than up to one foot (1') above to a depth of 1 foot (1') to 2' ~~no lower than two~~ feet (2') below the water control elevation or as recommended by the applicant's biologist, ecologist, landscape architect or environmental engineer. Exhibit "T" provides a list of suggested species and planting depths. Littoral zones not covered by aquatic plants above the water control elevation shall be seeded to prevent erosion due to bare soil.

2.04.3.4 The area planted shall have hydric soils suitable for wetland plants. A minimum hydric top soil (i.e., muck) depth of 0.5' ~~feet~~ shall be provided.

2.04.3.5 For shorelines planted with aquatic vegetation, side slopes shall be no steeper than 4H:1V from the top of bank down to the landward edge of the littoral shelf and from the waterward edge of the littoral shelf down to three feet (3') below the water control elevation. Beyond that point, side slopes shall be as the material permits, but no steeper than 2H:1V unless a steeper slope can be justified based on supporting engineering and geotechnical information.

2.04.3.6 The littoral shelf shall be no steeper than 8H:1V. Any combined width of 4H:1V bank and littoral shelf can be used to provide the twenty-foot (20') wide average minimum littoral zone.

2.04.3.7 ~~Wetland~~ Aquatic plantings adjacent to residential homes shall not exceed 4- ~~four~~ feet (4') in height for mature plants as measured from the ~~control~~-water control elevation. ~~Plantings of trees adjacent to residential homes and within District easements shall be subject to approval by the Board.~~

2.04.3.8 For shorelines not planted with aquatic vegetation, side slopes shall be no steeper than 5H:1V from the top of bank to a depth of three feet (3') below the water control elevation. Beyond that point, side slopes shall be as the material permits, but no steeper than 2H:1V unless a steeper slope can be justified based on supporting engineering and geotechnical information. Grade transitions from 4H:1V to 5:1V banks must be gradual, continuous, and not steeper than 4H:1V. Shorelines shall be sodded or seeded from the top of bank down to the water control elevation.

2.04.3.9 The minimum top of ~~pond~~lake/pond bank elevation shall be:

- 1.4' NAVD 88 east of the Turnpike
- 2.4' NAVD 88 south of the C-11 Canal from the Turnpike to Palm Avenue
- 2.4' NAVD 88 north of the C-11 Canal from the Turnpike to the N-17 Canal
- 3.4' NAVD 88 south of the C-11 Canal and west of Palm Avenue
- 3.4' NAVD 88 north of the C-11 Canal and west of the N-17 Canal

2.04.3.10 ~~Lake or~~ Lake/pPond excavations shall have a minimum depth of ten feet (10') below the water control elevation and a maximum depth as governed by SFWMD Environmental Resource Permit (ERP) Applicant's Handbook Volume II or a bottom elevation of (-) 41.6' NAVD 88, whichever is less.

2.04.3.11 Permanent signs shall be visibly posted adjacent to ~~on lake and pond~~lake/pond ~~side slopes banks~~ planted with suitable aquatic vegetation to prevent removal of aquatic plants or spraying with harmful chemicals. The sign panel must be visible above the expected mature height of aquatic plantings. Exhibit "Y" provides a typical detail for the required signage. At least one (1) sign is required along each planted side of a lake/pond. Additional ~~The sign~~ locations and spacing ~~of the signs shall be determined by~~ may be required by the District.

2.04.3.12 Restoration ~~and or~~ repair ~~of lake, wetland, and pond~~of ~~pond~~lake/pond and ~~wetland~~ side-slopes shall require plans, specifications, and supporting documentation submitted to the District Manager for review and approval. The District Manager may require any such plans to be signed and sealed by a Florida-Licensed Professional Registered Engineer. Restoration ~~and/or~~ repair of ~~side slopes and banks~~ shall utilize gradual slopes and erosion control ~~blankets~~products made of natural fibers, and the slopes sodded or seeded as per section 2.04.5.1. For more severe erosion, stabilization shall be accomplished using a combination of filter-geofabrics and hardened materials such as interlocking concrete blocks, rip rap, etc., with appropriate soil stabilization measures. ~~sodded above the water line.~~

2.04.3.13 The ~~use-replacement~~ of existing seawalls, bulkheads, and retaining walls is discouraged. However, if a seawall, bulkhead, or retaining wall is proposed to replace an existing one, the top of such wall shall be constructed no higher than 1 foot above the lake-water control elevation and shall be aesthetically consistent with the established pattern of existing seawalls, bulkheads, and retaining walls within the lake/pond. Plans for seawalls, bulkheads, and retaining walls shall be signed and sealed by a Registered-Florida-Licensed Professional Registered-Engineer in conformance with the structural design criteria of the Florida Building Code, latest edition.

2.04.3.14 Where a conservation easement is in place or proposed to be dedicated to ~~with~~ Broward County and/or South Florida Water Management District the ~~20~~twenty-foot (20') Lake Maintenance Easement (LME) may be reduced to a ~~40~~ten-foot (10') LME to allow for foot traffic only. However, the ~~20~~twenty-foot (20') setback to any building shall still apply. In addition, proper easements for maintenance and access shall be provided for any drainage structures or culverts. Lake maintenance easement areas that are reduced to ten feet (10') adjacent to conservation easements may be planted with appropriate ground cover plants such as sedges and rushes in lieu of sodding.

2.04.3.15 All ~~lakes, ponds~~lakes/ponds ~~or other waterways~~ shall be provided with a concrete boat ramp from the top of bank to two feet (2') below the water control elevation. The ramp shall be twelve feet (12') in width. A stabilized ingress/egress easement ~~twenty feet (20')~~ twelve feet (12') in width shall be provided from the nearest roadway or parking lot drive aisle to the ramp. Ramp locations must be designed to allow reasonable turning movements of truck and trailer completely inside the limits of the required ingress/egress or lake maintenance easement. Boat ramps are not required for ponds/lakes/ponds that are less than 0.25 acres in area as measured at the water control elevation.

2.04.4 DRY DETENTION OR RETENTION AREAS

2.04.4.1 Dry ~~r~~detention or ~~e~~retention areas shall have a side slope of 4H:1V ~~(horizontal to vertical)~~ below the top of bank and shall be excavated no deeper than one foot (1') above the water control elevation. ~~Control elevation in the District is defined as elevation 4.00' NGVD 29 [2.4' NAVD 88] west of SW 100th Avenue (Palm Avenue/Nob Hill Road), 3.00' NGVD 29 [1.4' NAVD 88] from SW 100th Avenue to the Florida Turnpike, and 2.00' NGVD 29 [0.4' NAVD 88] east of the Florida Turnpike.~~ The banks and bottom of dry ~~r~~detention or ~~e~~retention areas shall be sodded or seeded.

2.04.4.2 Retaining Walls shall not be allowed within detention or retention areas except for areas abutting perimeter retaining walls, which shall be ~~designed-located~~ in accordance with the Alternate Retaining Wall Detail in Exhibit "I". In this case, the outer limit of the drainage, flowage and storage easement shall coincide with the inner face of the retaining wall. Plans for retaining walls shall signed and sealed by a Registered Florida Professional Engineer in conformance with the structural design criteria of the Florida Building Code, latest edition.

2.04.4.3 The required drainage, flowage and storage easement must coincide with the top of bank. The top of bank must be an observable and distinct break in slope between the toe of slope and areas landward of the ~~The top of bank must be a discernable physical feature that is located at the outer edge of the detention or retention area, including any freeboard.~~

2.04.4.4 The applicant shall provide evidence of site specific geotechnical investigations in a geotechnical engineering report that documents (e.g., Unified Soil or AASHTO Soil classification, standard penetration tests, sieve analyses, etc.) the type and extent of soils found within areas to be excavated for water quantity or water quality storage purposes. Soil borings shall be taken to a minimum depth of five feet (5') below the water control elevation for each ½ acre of storage area or fraction thereof. Deleterious soils shall be removed and filled with permeable material that will allow the stored water to infiltrate into the ground water. Locations of known deleterious soils such as muck layers shall be depicted on the construction drawings along with the appropriate notes requiring removal and disposal.

2.04.5 UNDERGROUND STORAGE

A variance in accordance with Section 7, Variance and Appeals, shall be required for underground or vault storage systems proposed for flood control or floodplain compensation storage. The District will only consider these requests when a hardship is proven and when open storage systems (~~lakes, wetlands, ponds/lakes/ponds, other waterways, or dry detention~~ and retention areas) are not feasible to meet the criteria of the District. Land use plans that ~~are satisfy the criteria of other agencies capable of being accomplished but do not comply with District criteria do not satisfy the test of whether an open storage system is not feasible.~~

2.04.5.1 Underground storage systems shall provide for diversion of the first flush into isolated chambers with observation ports and full maintenance access with the intent of capturing at least ~~90%~~75% of sediments, or as required by the Statewide Environmental Resource Permit

regulations. These chambers shall be accessible for periodic cleaning using readily available equipment.

2.04.5.2 The applicant shall provide evidence of site specific geotechnical investigations in a geotechnical engineering report that documents (e.g., Unified Soil or AASHTO Soil classification, standard penetration tests, sieve analyses, etc.) the type and extent of soils found within areas to be excavated for water quantity or water quality storage purposes. Soil borings shall be taken to a minimum depth of five feet (5') below the water control elevation for each ½ acre of storage area or fraction thereof. Deleterious soils shall be removed and filled with permeable material that will allow the stored water to infiltrate into the ground water. Locations of known deleterious soils such as muck layers shall be depicted on the construction drawings along with the appropriate notes requiring removal and disposal.

2.04.5.3 Underground storage shall amount to 100% 150% of the required storage for vault storage and 200% of the required storage for seepage systems as determined by routing calculations. For underground storage in seepage systems, the SFWMD ERP Exfiltration Trench formula parameter “V_{add}” shall equal the flood control or floodplain compensation volume and the Factor of Safety, FS, shall be 2.0 (i.e., V_{add} x FS = 200% of required storage volume). Refer to the SFWMD ERP Information Manual, Part III – References and Design Aids, Appendix G, Exfiltration Trenches, Equation 7 and 8.

2.04.5.4 A 3-year letter of credit or 3-year bond for 110% of the value of the underground system shall be provided as a condition of approval of the variance and water management works permit.

2.04.5.5 The stormwater management works permit shall be renewed annually in accordance with Section 1.06, Renewals, as a condition for final release of the 3-year bond or letter of credit.

2.04.5.6 Minimum operation, inspection and maintenance procedures and schedules shall be depicted and annotated on the record drawings.

2.04.6 LAKE, WETLAND, PONDLAKE/POND, WETLAND, CANAL, OR WATERWAY FILLING

2.04.6.1 No natural or artificial lake, pondlake/pond, wetland, canal, or other waterway, detention, or retention area— collectively referred to herein as a water body— shall be partially filled unless the remaining portion of the water body is hydraulically connected to a proposed water body and the storage volume of the proposed water body is greater than the volume of the existing water body to be filled. Partial filling of a

waterbody that includes storage volume compensation described herein does not require a variance from these regulations. See Section 2.04.6.3 for additional submittal requirements.

~~Otherwise, no 2.04.6.2~~ Except as allowed per Section 2.04.6.1, no water body shall be filled unless a variance is granted by the Board of Commissioners of the Central Broward Water Control District. This section does not apply to the filling of water bodies having a bottom elevation higher than the elevation depicted in the Broward County Water Table Map for Average Wet Season, or the construction of culverts within the secondary system as covered under Section 2.12, Culverts.

2.04.6.3 Any water body to be filled, excluding the construction of culverts within the secondary system as covered under Section 2.12 shall be accompanied by the following.

- A. Survey and engineering data to include:
 - a. area at top of bank, water control elevation, and bottom of water body to be filled
 - b. maximum/minimum depth from top of bank to bottom of water body
 - c. cross sections (top-of-bank to top-of-bank) every 100' of perimeter at top of bank
 - d. volume of fill to be placed from the District water control elevation to the 100-year flood stage at the top of bank
 - e. volume of fill to be placed from the District water control elevation to the bottom of the water body
 - f. volume of material to be dredged above and below the District water control elevation

- B. Biological report showing no adverse impacts to aquatic life as a result of the proposed work. ~~This section does not apply to the filling of dry detention or dry retention areas.~~ The report must include:
 - a. the methodology and data sources used to assess aquatic life (both flora and fauna) present, or could potentially be present, at the subject site(s).
 - b. an assessment of flora and fauna present, or could potentially be present, at the subject site(s).
 - c. a determination with respect to whether the proposed work will adversely affect aquatic life at the subject site(s).

If the determination concludes that the proposed work could adversely affect aquatic life, then it must include the proposed measures necessary to mitigate the impacts resulting from the proposed work at each site.

2.05 WATER QUALITY RETENTION VOLUME

All projects shall provide on-site retention for one inch of run off from the total project area, or 2^{1/2}" times SFWMD ERP percent impervious, whichever is greater. ~~Additionally, commercial or industrial sites shall provide dry retention for one half inch (1/2") of run off from the total project area. The designer shall allow for SFWMD ERP criteria as a minimum.~~

~~In addition, t~~The District shall require dry pretreatment for the first one half inch (1/2") ~~of runoff for commercial projects, industrial sites, roadway projects, and other projects where the impervious area exceeds 60% of the total area. Water surface and roofed areas can be deducted from the site area only for the purpose of water quality pervious/impervious calculations.~~

All retention areas (dry, ~~and wet, and underground~~) must be capable of percolating the water quality design ~~storage retention~~ volume within 72 hours. One "open hole test" in accordance with SFWMD ERP Applicant's Handbook Volume II, shall be performed for each 500 feet or fraction thereof of retention area perimeter to determine the hydraulic conductivity of the soil. Copies of test results along with hydraulic calculations (Exhibit "X") shall be submitted to the District along with the permit application.

Projects located upstream of a secondary canal where the canal flow or elevation is controlled by a District operated control structure are exempt from the water quality retention requirement described in 2.05 provided: 1) the CBWCD has a valid Environmental Resource Permit that expressly allows the permit exemption described herein, and 2) with the exception that dry pretreatment shall be provided on-site for commercial and industrial projects, roadway projects, and other projects where the impervious area exceeds 60% of the total area.

Any water quality treatment mechanism or system allowed under the Statewide Environmental Resource Permit regulations (Ch. 62-330, F.A.C. and Ch. 40E, F.A.C.) may be used to satisfy the required water quality retention or pre-treatment volume as modified herein. The treatment mechanism must be capable of retaining the required water quality retention and pre-treatment volume in vaults, chambers, seepage systems, or filtration units that are isolated upstream from the remainder of the underground storage components. Pollution retardant baffle(s) shall be placed on the influent side of all drainage structures leading to the isolated vault(s), chamber(s), filtration unit(s).

2.06 ADJACENT PROPERTY

In addition to the grant of easement required in Section 1.04 of this criteria, applicants shall be required to design and/or construct the drainage system so as not to preclude existing upstream drainage from reaching a District facility.

2.06.1 No developed property shall shed water on adjacent land. The applicant shall erect either a wall or berm, or combination thereof, to retain the runoff from the ~~twenty-five year~~twenty-five-year, three-day storm event.

2.06.2 Perimeter berms shall be designed in accordance with Exhibit "I". Retaining walls and foundations shall be located sufficiently away from the applicant's property line to permit construction of the wall without encroaching into adjacent property, unless the applicant secures a written letter of no objection from the affected property owner to construct the wall prior to construction commencement.

2.06.3 Perimeter berm elevations shall be 6 inches (6") below structural slab elevations.

2.07 DISCHARGE CRITERIA

The maximum allowable discharge into the District's canals is outlined in SFWMD ERP Applicant's Handbook Volume II, and is repeated herein. In the west C-11 basin (west of SW 100th and/or Palm Avenue) maximum discharge is three quarters of one inch (3/4") per day, or 20 CSM (cubic feet per second per square mile). In the east C-11, maximum discharge is one and one-half inches per day, or 40 CSM. Maximum allowable discharge is computed on the ~~twenty-five year~~twenty-five-year, three-day event.

Projects located upstream of a secondary canal where the canal flow or elevation is controlled by a District operated control structure are exempt from the maximum discharge requirement.

2.07.1 Project discharge shall be the sum of individual discharge values determined for the project. In determining allowable discharge, the capacity of all elements in the control structure (notches, orifices, etc.) shall be considered.

2.07.2 Discharge shall be evaluated at the control elevations established herein.

2.07.3 Minimum allowable orifice size shall be the equivalent of a 3-inch (3") diameter for circular orifices, or the equivalent for other geometries.

2.07.4 All properties shall provide for a positive outfall with the capacity to discharge the allowable discharge.

2.08 RUNOFF

Ground storage capacity may be taken into account in determining total runoff volume. Storage capacity of soils are described in the SFWMD ERP Applicant's

Handbook Volume II ~~and should be used~~. For the purpose of determining soil storage, the wet season water table shall be the water control elevations established by the District; ~~4.00' NGVD 29 [2.4' NAVD 88] west of SW 100th Avenue (Palm Avenue/Nob Hill Road), 3.00' NGVD 29 [1.4' NAVD 88] from SW 100th Avenue to the Florida Turnpike, and 2.00' NGVD 29 [0.4' NAVD 88] east of the Florida Turnpike.~~

2.08.1 ROOF RUNOFF

Roof runoff from roofs of 2500 square feet or more, and from zero lot line housing, shall be specifically addressed on the plans as it relates to erosion and protection of adjacent property. Details shall be provided which indicate points at which runoff will be collected and the method utilized to control it.

Drainage easements in accordance with Section 3.04 of these criteria shall be required.

2.08.2 Pervious, porous or permeable pavements such as porous concrete, porous asphalt, permeable interlocking concrete pavers, etc. specifically fabricated, engineered and designed to infiltrate surface runoff through the pavement section may be considered as pervious area for the purpose of ground storage and runoff calculations. The pavement must have sufficient porosity and permeability high enough to allow water to readily pass and thus significantly influence hydrology.

Regarding the in-situ soils to remain under the pervious pavement, the applicant shall provide evidence of site specific geotechnical investigations in a geotechnical engineering report that documents (e.g., Unified Soil or AASHTO Soil classification, standard penetration tests, sieve analyses, etc.) the type and extent of soils found. Soil borings shall be taken to a minimum depth of five feet (5') below the water control elevation for each ½ acre of pervious pavement or fraction thereof. Deleterious soils shall be removed and filled with permeable material that will allow the stored water to infiltrate into the ground water. Locations of known deleterious soils such as muck layers shall be depicted on the construction drawings along with the appropriate notes requiring removal and disposal.

2.09 GRADING

Grade slopes ~~shall be~~ away from structures to be protected and toward drainage facilities. A grading plan shall be prepared and submitted to the District; said plan shall clearly indicate that no runoff from the applicant's project shall discharge or flow onto adjacent property (refer also to 2.06 this criteria).

2.09.1 Roadways and roadway swale sections shall have a minimum gradient of three tenths of one percent (0.3%) or .003 foot per foot. A maximum run of three hundred feet (300') between high point and low point shall be permitted. No roadway swale shall be permitted which has an elevation less than one foot above the District's Water Control Elevation.

2.09.2 In addition to a longitudinal gradient herein specified, all roadways and parking lots shall have a minimum cross pitch (transverse gradient) of one eighth of an inch per foot (1/8" per foot) or one percent (1.0%), and a maximum gradient of five percent (5.0%)._____

2.09.3 Swales utilized for water quality treatment and conveyance purposes may have a longitudinal gradient of zero percent (0%) and include downstream ditch blocks or raised inlets to retain the treatment volume. This type of swale must be located in Common Areas within a drainage, flowage and storage easement. The paving and drainage application must include engineering calculations and soil percolation tests demonstrating drawdown of the swale within the required time described in Section 2.05.

2.09.4 Swales utilized solely for conveyance purposes (i.e., "conveyance-only swales") must not have standing water after the end of a three-year one-hour rainfall event. Conveyance-only swales that remain flooded beyond one (1) hour due to a hydraulic connection to another stormwater management facility are not permissible. The paving and drainage application must include engineering calculations and soil percolation tests demonstrating drawdown of the swale within the required time.

2.10 DRAINAGE SYSTEMS

All roadways and parking lots shall have a drainage system designed to convey the rainfall runoff from a three-year rainfall event. The rational formula, $Q = CIA$, shall be used for design. The rainfall intensity (I) shall be obtained from the Florida Department of Transportation (FDOT) Zone 10 Intensity-Duration-Frequency rainfall curves described in Exhibit F. A breakdown of this curve is included herein. The minimum starting time of concentration shall be ten (10) minutes. Design of the drainage system shall be such that no hydraulic gradient (the energy grade line) is no higher than is above the lowest edge of pavement nearest each frame and/or grate of any drainage structure in the system.

2.10.1 Minimum drain pipe diameter in the District:

- "Building Storm Drains" and "Building Storm Sewers" (as defined in the Florida BuidlingBuilding Code) downstream to

first yard drain, catch basin, or manhole: size according to the Florida Building Code – Plumbing – Storm Drainage chapter, latest edition

- Pipes that: convey runoff from greater than 0.25 acres of contributory drainage area, or; form part of a storm sewer main trunk line that discharges into a stormwater detention or retention facility, or outfall: 15” minimum
- Perforated or slotted pipe in exfiltration trenches, excluding under drain systems in detention/retention areas: 15” minimum
- Lake/pond interconnecting pipes: 48” minimum or the minimum diameter necessary to result in a head loss of less than or equal to 0.1’, whichever is greater.

2.10.1.1 The maximum pipe spacing between structures shall be as follows:

<u>Diameter (inches)</u>	<u>Spacing (feet)</u>
Up to 18”	300’
24” to 36”	400’
42” and up	500’

2.10.2 ~~The following Any~~ drainage pipe materials ~~are~~ permitted by the Florida Department of Transportation (FDOT) or Broward County is acceptable which shall utilize the following roughness coefficients “N.” ~~The Manning Roughness Coefficient “n” shall be per the FDOT Drainage Design Guide.~~ Pipes under roadways in public rights-of-way shall be reinforced concrete pipe unless other pipe materials are allowed by the entity that owns the right-of-way.

<u>Pipe Material</u>	<u>MANNING “N”</u>
Concrete	.012
CMP	.021
CAMP	.019
P.V.C.	.009
HDPE	.012

2.10.3 Hydraulic design of storm sewers shall utilize a static tail-water elevation equal to the design head over the outlet weir in an exfiltration trench network, the stage inside the on-site point of discharge to a wet pond or dry detention/retention area corresponding to hour 12 of a 3-year 1-day rainfall event, or the design head over any intermediate control structure(s), whichever is higher stage at the end of hour 12 of stage storage calculations for the 3-year, 1-day rainfall.

2.10.4 Catch basins and drainage collection structures shall be designed with an eighteen inch (18”) vertical sump from the invert elevation (or

bottom of baffle) to the bottom of the structure. In addition, a twelve-inch (12") diameter open sump, filled with washed grade rock, no larger than one and one-half inches (1½") shall be placed in the base of the structure. Prior to discharge to any body of water or any seepage trench, a pollution retardant baffle shall be installed.

2.10.5 All outfalls shall be protected with an appropriately designed headwall of either concrete or rip-rap. In the case of rip-rap, a six inch (6") poured concrete cap is required (Exhibits "H" ~~or "K"~~). Mitered end sections (M.E.S.) may be utilized only in dry detention or retention areas. The invert of the M.E.S. shall be no lower than the bottom of the detention/retention area.

2.10.5.1 The top of the headwall shall be set one foot (1') above the water control elevation at the crown elevation of roadway for ~~for~~ culvert crossings of the secondary canals (Exhibit "~~K~~"H) and project outfalls to secondary canals. Each existing and proposed headwall for pipes discharging into a District canal shall include a permanent benchmark stamped with the corresponding NGVD29 and NAVD88 elevation.

2.10.5.2 The ~~top of the headwall~~crown of pipe(s) shall be set no higher than the water control elevation (Exhibit "H") for lake/and-pond outfalls.

At the discretion of the District Manager or Engineer, headwalls of deep outfalls to lakes/~~or~~ ponds may be replaced with a metal pipe attached to a concrete jacket in accordance with FDOT design standards.

2.10.6 When routing stormwater to a wet detention treatment facility, inlets to the facility shall be directed to the opposite side of the facility from the discharge structure.

2.10.7 Pipes interconnecting lake/pond systems shall be sized to comply with all the provisions of this Section 2, Engineering Criteria. Stage-storage routing shall be performed to demonstrate that interconnected lakes/ponds comply with the criteria for all design storm events (3-year, 10-year, 25-year, and 100-year).

2.11 SEEPAGE SYSTEMS

Seepage systems may be used for purposes of water quality retention, but shall not be used for purposes of flood control. The storage and exfiltration capacity of a seepage system shall not be credited to pipe routing calculations. The storage and exfiltration capacity of seepage systems may be credited toward stage-storage

routing calculations, provided that the maximum amount of credit shall not exceed the water quality design volume of the seepage system. Excess seepage system capacity beyond the required water quality design volume shall not be credited toward stage-storage routing calculations.

On-site subsurface retention, seepage system, or french drain shall be considered as being a perforated pipe system (fifteen—inch (15”) minimum diameter) surrounded by three quarter of an inch (3/4”) washed rock, and protected on four (4) sides by a pervious geotextile (~~m~~Mirafi, ~~t~~Typar, etc.).

2.11.1 Design and length of seepage systems shall be in accordance with SFWMD ERP Information Manual, Part III – References and Design Aids, Appendix G, Exfiltration ~~Trenches~~. Trenches. An applicant may include the parameter “V_{add}” to determine the length of exfiltration trench required to store any additional volume beyond the required water quality treatment volume only if the applicant receives approval for the use of underground storage in accordance with Section 2.04.11.

2.11.2 One standard open hole falling head percolation test shall be taken for each five hundred feet (500’) or fraction thereof of seepage system designed, copies of which shall be submitted to the District with hydraulic calculations.

2.11.3 Depth to water table shall be from finished grade to the District Water Control ~~e~~Elevation ~~4.00’ NGVD 29 [2.4’ NAVD 88] west of SW 100th Avenue (Palm Avenue/Nob Hill Road), 3.00’ NGVD 29 [1.4’ NAVD 88] from SW 100th Avenue to the Florida Turnpike, and 2.00’ NGVD 29 [0.4’ NAVD 88] east of the Florida Turnpike.~~

2.11.4 No seepage system shall be considered as dry retention unless the invert of the perforated pipe is at or above the District Water Control ~~Elevation~~ ~~4.00’ NGVD 29 [2.4’ NAVD 88] west of SW 100th Avenue (Palm Avenue/Nob Hill Road), 3.00’ NGVD 29 [1.4’ NAVD 88] from SW 100th Avenue to the Florida Turnpike, and 2.00’ NGVD 29 [0.4’ NAVD 88] east of the Florida Turnpike.~~

2.11.5 Maintenance structures shall be placed at the terminal ends of all french drains/seepage systems and ~~debris-pollution retardant~~ baffles shall be placed on the drain field side of all drainage inlets.

2.12 CULVERTS

Culverts shall be installed where roadways and driveways cross District canals. The size of new culverts or culvert replacements shall be determined by the District Engineer, but in no case shall be less than required to pass the allowable discharge for the basin or 48 inches in diameter, whichever is higher. The ~~-~~applicant shall

provide calculations to demonstrate that the proposed culvert will pass the 100-year peak design flows with a head loss under 0.10 feet including entrance losses; or has the equivalent hydraulic capacity of 110% of the design cross-section of the channel as determined by the District. Additionally, the applicant will be required to excavate the canal to two feet (2') below the proposed culvert invert for a distance of fifty feet (50') upstream and downstream of the crossing. No driveway culvert shall be installed within fifty feet (50') of an existing culvert. As a condition of permitting, the District may require dedication of a roadway easement for adjacent property owners.

- 2.12.1** Notwithstanding the provisions of this section, no additional culverts will be permitted in the District's S-35 canal (Hancock Road), N-27 canal (Boy Scout Road), N-25 canal (SW ~~37136~~ Avenue), S-22 canal (SW 106 Avenue), S-24 canal (SW 48 Street), and S-25 canal (Hiatus Road). All future crossings on these canals shall be made by a bridge with a clear span of 15 feet (15') and a minimum bottom of structure elevation of 6.0' NGVD 29 [~~3.4' 4.4'~~ NAVD 88]. An applicant may utilize a concrete culvert, box culvert, or arch culvert in lieu of a bridge crossing provided the culvert creates no more than 0.01' of total head loss (including form, entrance and exit losses) and meets the other requirements of this Section. The District may impose additional conditions such as improving the conveyance capacity of existing nearby culverts as mitigation for anticipated head loss resulting from the addition of a culvert in the Canals referenced in this sub-section.
- 2.12.2** No culverts in the secondary canal system shall exceed 100 feet without a variance.
- 2.12.3** All culverts in the secondary canal system shall be made of reinforced concrete.
- 2.12.4** The culvert crown elevation shall be set at the District's ~~w~~Water ~~e~~Control ~~e~~Elevation ~~;~~ ~~4.00' NGVD 29 [2.4' NAVD 88] west of SW 100 Avenue (Palm Avenue/Nob Hill Road), 3.00' NGVD 29 [1.4' NAVD 88] from SW 100 Avenue to the Florida Turnpike, and 2.00' NGVD 29 [0.4' NAVD 88] east of the Florida Turnpike.~~
- 2.12.5** A minimum safety factor of ~~6-12~~ inches (12") shall be added to the minimum ~~required~~ calculated culvert size.
- 2.12.6** Culvert replacements and driveway culverts on Secondary Canals that provide access to buildings undergoing substantial improvement shall conform to the design requirements of new culverts.

2.13 UTILITY CROSSINGS

- 2.13.1** Overhead power, telephone, cable, and other utility crossings must have a minimum vertical clearance of twenty-five feet (25') between low wire elevation and the elevation of the maintenance berm or natural ground.
- 2.13.2** Over water crossings shall be supported on piling with a minimum spacing between piles of twenty feet (20'). A clear height of six feet (6') from the District control elevation to the underside of any portion of the structure shall be provided.
- 2.13.3** Submarine or subaqueous crossings of any nature shall be laid to a depth of ~~two-three~~ two-three feet (~~2'3'~~ 2'3') below the depth and cross section of the District's canal's ultimate or design bottom elevation. ~~Additionally, a concrete cover eight inches (8") in thickness shall be placed immediately above the crossing if utilizing a "cut and cover" excavation method. The cover subaqueous crossing length shall be the full width of the canal and shall extend two feet (2') outside the crossing material.~~ If utilizing a horizontal directional drilling installation method, the minimum clearance between the canal bottom and the outside of the pipe shall be three feet (2'3'). The applicant shall install an object marker with the appropriate message along the centerline of the crossing and within five feet (5) of the top of bank on both sides of the canal. The message shall describe the type of utility crossing (e.g., Gas, Electric, Sewer, Cable, etc.)
- 2.13.4** Notwithstanding the provisions of this section, the utility system owner which owns or will own the utility, shall be required to enter into a hold harmless and indemnification agreement, indemnifying and holding the District harmless from any and all damages as a result of the utility line being constructed in the District's property.

2.14 DOCKS, DECKS, AND OTHER STRUCTURES

- 2.14.1** Docks and Decks may be erected in a drainage, flowage and storage easement, or lake maintenance easement with permission of the District.
- 2.14.1.1** In order to obtain permission the property owner shall be required to enter into an agreement with the District. The agreement is described in Exhibit "S", Dock and Deck Agreement.
- 2.14.2** No structure of any nature (refer to 2.04.6) shall be erected which would encroach into a canal, canal right-of-way, canal easement, or canal maintenance easement.

2.15 SINGLE FAMILY HOMES

Single family home sites not covered under a District approved stormwater management permit shall, at a minimum, comply with the following requirements. Compliance with other provisions of the engineering criteria shall be at the discretion of the District Manager.

2.15.1 Prior to initiating any construction activity, including clearing grubbing, or earth moving operations, applicants shall submit two sets of plans and the information in Exhibit “W”, Checklist for Single Family Homes Plan Approval, for review and approval by the District Manager. The plans and water management calculations must depict the proposed and planned ultimate or future build-out areal extent of buildings, building extensions, structures, decks, pools, site filling, and any other encroachment that would reduce floodplain storage below the required minimum volume.

2.15.2 No developed property shall shed water on adjacent land. The applicant will be required to erect either a wall or berm, or combination thereof, to retain the runoff from the twenty-five year, three-day storm event.

2.15.3 At a minimum, thirty percent (30%) of the site shall remain at existing grade to provide for storage of the 25-year, 3-day, rain storm event. Proposed grade shall be one foot above the water control elevation. ~~4.00’ NGVD 29 [2.4’ NAVD 88] west of SW 100 Avenue (Palm Avenue/Nob Hill Road), 3.00’ NGVD 29 [1.4’ NAVD 88] from SW 100 Avenue to the Florida Turnpike, and 2.00’ NGVD 29 [0.4’ NAVD 88] east of the Florida Turnpike.~~ Higher proposed elevations may be allowed provided that ground elevations in the general area are naturally higher and that the proposed grade elevation is no higher than ground elevations of adjacent properties.

The surface water management area (30% of the site) shall be designated and recorded with the Broward County Board of County Commissioners, County Records Division, Recording Section, 115 South Andrews Avenue, Room 114, Fort Lauderdale, FL 33301, utilizing the forms provided in Exhibit “Z”.

2.15.4 If offsite discharges are designed to occur during 25-year and lesser storms, the applicant shall utilize best management practices, in accordance with these engineering criteria, to reduce pollutant discharges.

2.15.5 Prior to receiving the Certificate of Occupancy, the applicant shall submit as-built drawings in accordance with the Checklist for Single Family Homes Plan Approval (Exhibit “W”) for the review and approval of the District Manager. Applicant shall grant District staff

access to the property for the purpose of conducting visual inspections.

2.15.6 Refer to Section 1.08 regarding enforcement of violations and imposition of penalties.

2.16 FLOOD-PLAIN ENCROACHMENT

No net encroachment into the floodplain shall be allowed that adversely affects the existing rights of others. With regard to runoff storage, the volume of useful storage available to the basin shall not be decreased as a result of proposed development or redevelopment. The area subject to no net encroachment shall extend from the peak 100-year 3-day water surface elevation for the nearest District canal to the water control elevation. 4.00' NGVD 29 [2.4' NAVD 88] west of SW 100 Avenue (Palm Avenue/Nob Hill Road), 3.00' NGVD 29 [1.4' NAVD 88] from SW 100 Avenue to the Florida Turnpike, and 2.00' NGVD 29 [0.4' NAVD 88] east of the Florida Turnpike. Calculations to demonstrate no net floodplain encroachment shall follow the same guidelines as the SFWMD ERP Applicant's Handbook Volume II. In addition, the applicant shall provide calculations demonstrating that the allowable storage to the basin has not been reduced at the District 100-year flood encroachment elevation. The District 100-year flood encroachment elevation shall be provided by the District Engineer.

A request for a variance from this Section does not require demonstrating a genuine hardship with respect to Sub-Section 7.02.1 of the Criteria. Any variance requested shall be the minimum necessary deviation from the Criteria to afford relief considering the flood heights or flood hazard. In lieu of demonstrating a genuine hardship, the District may require alternative mitigation measures be provided as part of any request for variance. Alternative measures include, but not necessarily limited to, upgrading existing secondary canal culverts, providing additional off-site flood plain storage, or providing a basin-specific capital improvement or maintenance project.

2.16.1 Applicants have the option of performing floodplain encroachment calculations using the guidelines of the SFWMD ERP Applicant's Handbook Volume II, or providing a lake/pond size of 25% of the area of the property for properties exceeding 10 acres in size, or 15% of the property for properties of 10 acres or less. In either case, these percentages are the maximum lake/pond area required after the applicant demonstrates to the District Engineer that the site grading has been lowered to the maximum extent practicable. Lake/pond areas shall be measured at the top of bank, minimum elevation of 6.00' NGVD 29 [3.40' NAVD 88] west of SW 100 Avenue (Palm Avenue/Nob Hill Road), 5.00' NGVD 29 [2.40' NAVD 88] from SW 100 Avenue to the Florida Turnpike, and 4.00' NGVD 29 [2.4' NAVD 88] east of the Florida Turnpike.

2.16.2 ~~If selecting the 15%/25% options, Applicants have the option of may utilize providing a lake pond/lake/pond, or a rdetention or dretention area, or vault-style underground storage provided that the site storage of the rdetention/-or dretention area(s) or vault(s) is no less than the site storage provided by the required lake-lake/pond area, as measured from the water control elevation proceeding upward to the lake's-pondlake's/pond's top of bank elevation up to the 100-year water surface elevation of the nearest District canal. The use of vault-style underground storage for floodplain compensation does not include seepage systems described in Section 2.11.~~

2.16.3 Projects located upstream of a secondary canal where the canal flow or elevation is controlled by a District operated control structure shall maintain pre-development flood plain storage volumes on-site, ~~orsite or~~ provide the necessary flood plain storage volume based on a site-specific engineering analysis that complies with District criteria, whichever is greater.

2.17 LANDSCAPING

Stormwater management permit applications shall include a landscape plan identifying proposed vegetation and existing vegetation to remain along with a legend identifying all species. The landscape plan shall show the location of all vegetation in relation to existing or proposed easements, rights-of-ways, stormwater management systems, drainage structures, and overall site plan.

~~Except as provided for herein and in Section 1.04.5 of this criteria, Eeasements dedicated to the District (canal easements, canal maintenance easements, drainage, flowage and storage easements, lake maintenance easements, and drainage easements, and ingress/egress easements) shall be cleared of all trees, shrubberyplants, and exotic-nuisance plant species, and no new trees or shrubbery plants shall be planted.~~

2.17.1 ~~Trees where the lateral extent of the drip line of the canopy at mature height is expected to encroach within ten (10) feet of the near edge of a storm sewer shall not be planted closer than ten (10) feet from the near edge of a storm sewer pipe. shall require the following pipe protection measures.~~

~~2.17.1.1 Trees should be limited to the following species: Lysiloma Bahamensis (Wild Tamarind); Ilex cassine (Dahoon Holly); Tabebuia heterophylla (PinePink Tabebuia); or Coccoloba diversifolia (Pigeon Plum); native (i.e., "Florida Friendly") palm species that develop non-invasive roots. Other species may be utilized if found to be acceptable by the District Engineer with respect to safeguarding the integrity of the storm sewer.~~

~~2.17.1.2 All drainage trunk line pipes running parallel with the drainage easement shall be lowered so that the outside top of pipe is at least one foot (1') below the water control elevation. All storm sewer pipes within an easement shall be installed such that the outside top of pipe is at least one (1) foot below the water control elevation. Root barrier shall be installed in the same trench excavated for the storm sewer pipe from below the invert of the storm sewer pipe to one half (1/2) inch above finished grade if the outside top of pipe is less than one (1) foot below the water control elevation.~~

~~2.17.2.3 Root barrier shall be installed in the same trench excavated for the drainage pipes.~~

~~2.17.2.4 Trees shall be planted with a minimum three (3) feet offset from the tree centerline to the near edge of a twenty (20) feet drainage easement that encompasses a storm sewer pipe. For drainage easement widths greater than twenty (20) feet, the tree may be planted just outside the easement boundary.~~

2.18 EXHIBITS

Exhibits referenced in these regulations and criteria form a part thereof and are incorporated by reference. In the case of conflict, the more stringent shall apply. Copies of the exhibits are available at the District's office and on the District's web site centralbrowardwcd.org.

3. PLAT CRITERIA

3.01 GENERAL

The following criteria will be utilized by the District in the review of all plats. Variances to these criteria may be granted by the District's Board of Commissioners at their discretion.

3.01.1 The submittal and review process shall be as outlined in Section 4 and as detailed herein.

3.01.2 References to plats that were recorded in the official records of "Dade County" shall be referenced as "Miami-Dade County".

3.02 CONCEPTUAL DRAINAGE PLAN

Applications for plat approval shall be supported with a submission of conceptual paving and drainage plans. If no plan exists, the conceptual plan may be replaced with a report that outlines the following:

3.02.1 Allowable land use and zoning of the property. Identify the existing or proposed land use designation (i.e. A-1) along with a brief description of the zoning designation.

3.02.2 How drainage will be handled for the project.

3.02.3 A designation of whether drainage easements will be required.

3.02.4 How drainage easements will be provided.

3.02.5 A signed statement by the property owner, or the owner's agent, and the engineer of record affirming the future development will comply with District rules at the time of submittal of a paving and drainage application.

The conceptual plan, if submitted, shall show the preliminary layout of the project with proposed methods to achieve compliance with District's standards. Applicants should note that compliance with Section 2.16, Floodplain Encroachment, should be reviewed because of its impact on-site storage requirements and stormwater management areasfacilities.

The conceptual paving and drainage plan or report shall be signed and sealed by a Florida Registered Licensed Professional Engineer.

Approval of a plat, with or without a conceptual plan, does not grant approval of the plan or report as submitted. Compliance with District's standards at the time of permit approval of drainage plans and calculations may require adjustments to water management areas facilities shown on the conceptual plans and plat.

3.03 CANAL RIGHT-OF-WAY

The District will review the plat and inform the applicant of the need to provide by dedication additional canal Rights-of-Way.

3.04 EASEMENTS

The District shall require the dedication of easements for canals, canal maintenance, drainage, flowage and storage, lake maintenance, drainage, and ingress/egress. The provisions of this Section shall also apply to Paving and Drainage Plan submittals. Any easement to be dedicated to the District shall be recorded in the official records of Broward County prior to any lot or unit sales within the property served by the stormwater management facility, or upon completion of construction of the facilities, whichever occurs first. The District, at the discretion of the District Secretary/Manager, may require the recordation of easements prior to initial permit approval.

3.04.1 Twenty feet (20') maintenance easements are required for lakes/~~ponds,~~ ~~ponds~~ and canals. The twenty feet (20') is measured landward from the top of bank.

3.04.2 Lake/~~pond,~~ canal, and boat ramp access shall be by ingress/egress easement a minimum of twenty-two feet (~~20'~~12') in width from the closest traveled way. ~~All other ingress/egress easements shall be a minimum of 12' wide with no above-ground encroachments within the easement.~~

3.04.3 Drainage piping shall have a minimum easement width in accordance with the following:

<u>Pipe Diameter (inches)</u>	<u>Drainage Easement Width (feet)</u>
Building storm drains or Building storm sewers downstream to first manhole or catch basin.	No easement required
Pipes less than 15"	No easement required if located in a common area
<u>Pipes (any size) for secondary drainage systems surrounding sports fields</u>	<u>No easement required upstream of first structure outside of field perimeter</u>

15" to less than 36"	20'
36" to 54"	30'
60" or larger	40'

3.04.4 Drainage Easement for Swales:

~~**3.04.4.1** Swales that convey stormwater runoff from the rear or side yards of single-family residential subdivisions that conveys runoff from two (2) or more lots within the subdivision shall have a minimum drainage easement width that coincides with the top-of-bank to top-of-bank limits of the swale or ten (10) feet, whichever is greater.~~

Swales shall have a maximum width of twenty feet (20') from top of bank to top of bank. Swales that convey stormwater runoff from two (2) or more lots within a single-family residential subdivision shall not exceed a width of ten feet (10') on each side yard of each lot, for a maximum total width of twenty feet (20') centered between adjoining lots, or a maximum width of twenty feet (20') on the front or rear yard of each lot.

3.04.4.2 Swales that convey stormwater runoff from the front or rear yard, side yard, or between buildings of multi-family residential subdivisions do not require an easement provided that the swale or pipe: 1) is wholly within the "Common Area" under the control of the homeowners' association; 2) does not include the passage of drainage from off-site upstream areas; 3) is not utilized to store or treat any portion of the required water quality treatment volume; and 4) conveys runoff from less than or equal to 0.25 acres of contributory drainage area, including roof area.

3.04.4.3 Swales that convey stormwater runoff from contributory drainage areas greater than 0.25 acres shall have a minimum drainage easement width that coincides with the top-of-bank to top-of-bank limits of the swale or ~~ten (10) feet~~ (20'), whichever is ~~greater~~ less.

3.04.5 ~~Retention, detention and Stormwater management areas~~ facilities shall be enclosed within a drainage or drainage, flowage and storage easement. Where these areas allow drainage from upstream areas to pass through, a drainage, flowage and storage easement twenty feet (20') in width shall be provided, or wider if piped as required per Section 3.04.3.

3.04.6 All developments, including platted single-family subdivisions, shall include the following stormwater management facilities ~~areas~~ in common areas:

- Wet detention and retention lakes/ponds up to the top of bank
- Dry detention and retention areas up to the top of bank-

~~3.04.7~~ Drainage, flowage and storage easements for other stormwater management facilities within individual lots of single family residential subdivisions shall not exceed a width of ten feet (10') on each side yard of each lot, for a maximum total width of twenty feet (20') centered between adjoining lots, or a maximum of twenty feet (20') on the front or rear yard of each lot.

3.04.787 Drainage, maintenance, flowage, storage, and ingress/egress easements shall be dedicated to the District. Retention, detention, and stormwater management areas-facilities shall be dedicated by easement to the District, with perpetual maintenance the responsibility of the property owner or homeowners' association.

3.04.898 Easements dedicated during plat approval shall be considered preliminary and subject to change pending review and approval of drainage plans, reports, and calculations.

3.04.9109 Easements shall be provided to allow proper access to all District easements from an adjacent public right-of-way or access easement.

3.04.10410 Easements shall be provided for future outfall connections as determined by the Board.

3.04.14211 Any easement to be dedicated to the Central Broward Water Control District that overlaps with a proposed conservation easement shall be dedicated and recorded in the public records of Broward County prior to the recordation of the conservation easement. The conservation easement shall not prevent the use of the CBWCD easement for drainage purposes as contemplated in the appropriate CBWCD form of easement.

3.05 STANDARD PLAT LANGUAGE

The following standard plat language shall be included in plats submitted for District approval:

3.05.1.a DEDICATION (*ONLY IF EASEMENTS WILL BE DEDICATED AT TIME OF PLAT APPROVAL*):

"All [insert specific type(s) of easement(s) described in the plat plan that will be dedicated to the District] easements are hereby dedicated to the Central Broward Water Control District with perpetual maintenance the responsibility of the property owner or homeowners' association."

“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 Central Broward Water Control District without the approval of and a permit from the Central Broward Water Control District and the utility system owner entering into a hold harmless and indemnification agreement with the Central Broward Water Control 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 Central Broward Water Control District must be reviewed and permitted by the Central Broward Water Control District.

3.05.1.b DEDICATION (*ONLY IF EASEMENTS WILL NOT BE DEDICATED AT TIME OF PLAT APPROVAL*):

“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 Central Broward Water Control District without the approval of and a permit from the Central Broward Water Control District and the utility system owner entering into a hold harmless and indemnification agreement with the Central Broward Water Control 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 Central Broward Water Control District must be reviewed and permitted by the Central Broward Water Control District.

3.05.2 SIGNATURE BLOCK:

“Central Broward Water Control District”:

“This is to certify that this plat is hereby approved and accepted by the Central Broward Water Control District this ____ Day of _____, 2____. Prior to development of this property, owner shall contact the Central Broward Water Control District for determination of additional easements and/or other dedications which may be required by the Central Broward Water Control District for drainage or access purposes.”

“This plat was approved by the Central Broward Water Control District the following dates”:

By: _____ By: _____
Chair Date District Manager Date

3.06 SIGNATURE

All plats shall provide for the signature of the Chair, Vice Chair, or acting Chair of the District Board of Commissioners, and the Secretary/Manager of the District, or a Second Commissioner.

3.06.1 Chair, Vice Chair, or acting Chair of the Board of Commissioners, and the District Secretary/Manager will sign the original plat following its approval by the Board of Commissioners.

3.07 REVISIONS

If, in the opinion of the District Secretary or the Second Commissioner of the District, revisions to the plat as originally approved may affect drainage, the plat shall be resubmitted to the District for re-review and approval.

3.08 RECORDATION

The applicant shall furnish a print of the recorded plat to the District for its files.

4. PERMIT APPROVAL

4.01 GENERAL

The Central Broward Water Control District Board of Commissioners meets regularly the second and fourth Wednesday of each month ~~at 7:30 p.m.~~ The Board of Commissioners meeting is held at the District office located at 8020 Stirling Road, Hollywood, Florida 33024. See the calendar on District's web site for meeting dates and times: <http://centralbrowardwcd.org/calendar/>

4.01.1 All questions involving fees, schedules, agendas, meetings, or bonding shall be directed to the District Secretary/Manager.

4.01.2 All questions regarding preparation of paving, grading, and drainage plans, which involve engineering criteria or clarification to the District's Standard Criteria, shall be directed to the District's Engineer.

4.02 REQUIREMENTS

All plans submitted shall be prepared under the direction of and signed and sealed by thea appropriate ~~Registered~~ licensed Professional Engineer, licensed professional surveyor and mapper, or licensed professional landscape architect licensed by the State of Florida Department of Business and Professional Regulations, Board of Professional Engineers. Refer to Exhibit C for the minimum required documentation.

4.02.1 All plans submitted shall be on standard 22" X 34" (full-size), 24" X 36" (full-size), sheets and/or 11" X 17" (half-size) sheets with a maximum scale of 1' = 100' on full-size sheets for overall exhibits and 1" = 40' for paving, grading, drainage plans. All text must be large enough to be legible on half-size sheets or annotated with a font size greater than or equal to 0.080", or equivalent to Arial 8 point. Any plans submitted on oversized sheets will be returned without comment. The District may also require plans to be submitted (or transmitted) in digital format.

4.02.2 As a minimum, plans submitted for District approval shall provide:

4.02.2.1 Location sketch at 1" = 300' accurately relating the project to section lines and/or corners.

4.02.2.2 North arrow and scale and legal description of the property.

4.02.2.3 Acreage of the project with a schedule of pervious/impervious areas, stormwater management facilities areas, all electro-mechanical equipment such as

transformers, irrigation assemblies, air-conditioning equipment pads, light poles, etc. and building coverage, including future build-out limits of all buildings, decks, patios, and pools.

4.02.2.4

A recent (i.e., last date of field data collection is less than 6 months from date of initial application submittal) topographic and boundary survey of the project and surrounding area showing where appropriate section lines, rights-of-way, recorded easements, property lines, reservations, references to official records s and page(s), etc., all properly depicted and annotated/identified.

In lieu of providing a survey that is less than 6 months old from the date of initial submittal, provide a properly signed and sealed survey to be accompanied by a Florida registered Surveyor and Mapper's notarized affidavit affirming no additions or changes to the property have been made since the date shown on the submitted survey.

For District canals adjacent to the property, locate right-of-way (ROW), easements, edge of water, and top of bank ~~on the plat and plans.~~ Provide cross-sections of District canals every hundred feet (100') of property frontage to include all grade breaks from top of bank to top of bank.

4.02.2.5

Paving, grading and drainage plans are to include:

4.02.2.5.1

Existing ground elevations at no greater than a 100-foot grid extending 100 feet beyond the boundaries of the development, existing buildings, roadways, and other permanent structures; and location and elevations of existing drainage facilities within 150 feet of the project boundary.

4.02.2.5.2

Proposed development layout with horizontal and vertical control. The paving and drainage plan(s) must graphically depict the future build-out limits of all buildings, decks, patios, and pools in addition to a detailed geometry of the currently proposed improvements.

4.02.2.5.3

Drainage structures, stormwater management ~~areas~~ facilities, drainage piping, and culverts with grate and invert elevations, and pipe sizes.

- 4.02.2.5.4 Direction of flow in swales and other transmission facilities with control elevations.
- 4.02.2.5.5 Typical sections for roads, canals, lakes/ponds, drain fields, and drainage structures. Lot grading plan(s).
- 4.02.2.5.6 Specifications of material to be utilized for roadway and drainage construction.
- 4.02.2.5.7 Proposed easements for ~~drainage and/or water management~~ stormwater management facilities.
- 4.02.2.5.8 Percolation test reports to support design of seepage trench systems.
- 4.02.2.5.9 Routing of the 10-year, 1--day; 25-year, 3--day; and 100-year, 3--day zero discharge storm events to support pavement elevation, perimeter berm, and finished floor elevations.
- 4.02.2.5.10 Details of project control structure including stage/discharge rating curves.
- 4.02.2.5.11 Pipe routing calculations for the 3-year storm to support pipe sizes and catch basin rim elevations.
- 4.02.2.5.12 Central Broward Water Control District General Notes (see Exhibit J).
- 4.02.2.5.13 Completed check list. Projects submitted without check list will be returned without comment.
- 4.02.2.5.14 Other information as required by the District's Engineer.

4.02.2.6 For existing developments that do not have a CBWCD ~~Paving and Drainage~~ water management works permit, provide a log of the operation and maintenance schedules for all the components of the stormwater management system to remain, and a stormwater certification report (Exhibit V) signed and sealed by a ~~Florida-registered-Licensed~~ Professional Engineer certifying that the components of the stormwater management system are functioning as designed.

4.03 SUBMITTAL

One (1) original set of the application form, drawings, supporting information, and the requisite fees, shall be submitted to the District Secretary at the District Office, located at 8020 Stirling Road, Hollywood, Florida 33024, prior to the close of business no later than three (3) weeks before the next scheduled meeting of the Board of Commissioners, for which the applicant would like to have his project considered.

4.03.1 Two (2) copies of the application form, checklist, and signed/sealed drawings and supporting information shall be submitted directly to the District's Engineer's office on the same day. Electronic submittal of digitally or electronically signed/sealed/dated plans, specifications, reports or other documents will be accepted for initial and interim submittals provided the document is signed and sealed in accordance with the digital or electronic signing and sealing requirements and rules of the registered professional in responsible charge. For engineering documents, see Ch. 61G15-23.004, F.A.C. and 61G15-23.005, F.A.C. For survey maps, see Ch. 5J-17.062, F.A.C. For landscape architecture work, see Ch. 61G10-11.011, F.A.C. Final submittal documents must be physically signed, sealed and dated.

4.03.2 Requests for permit application forms can be made in person, by letter or by phone, directly to the Central Broward Water Control District office at 8020 Stirling Road, Hollywood, FL 33024, 954-432-5110. There is no charge for issuance of an application form for a permit.

4.04 ENGINEER REVIEW

The District's Engineer will review all submittals for conformity to the District's Design Standards and general acceptable engineering standards. The Engineer will convey comments and/or remarks, if any, to the applicant in a timely manner so that revisions (if any) can be made for board submittal. The Engineer's review findings or the District's acceptance of the proposed work shall not be construed as an approval of a violation of the provisions of these criteria or of other rules and regulations of authorities having jurisdiction. The applicant, through their design professionals, is solely responsible for complying with the rules and regulations of other authorities having jurisdiction.

4.04.1 An appeal of the District's Engineer's requirements may be presented to the District's Board of Commissioners at the applicants request through the District Secretary/Manager.

4.05 BOARD SUBMITTAL

Once the application is deemed complete, the Applicant shall submit eight (8) copies of the revised application form, drawings (11" X 17"), one (1) set of full size signed/sealed construction drawings, and supporting information to the District Secretary/Manager at the District Office located at 8020 Stirling Road, Hollywood, Florida 33024 prior to the close of business no later than two (2) weeks before the next scheduled meeting of the Board of Commissioners. In addition, the District may require the drawings and supporting information to be submitted (or transmitted) in digital format.

4.05.1 Two (2) revised copies of the application form, signed/sealed drawings (24" X 36") and supporting information shall be submitted directly to the District's Engineer's office on the same day. All drawings and calculations submitted to the District Engineer shall be signed and sealed by a Florida Registered Licensed Professional Engineer. If the Board approved drawings and supporting information differs from the information submitted prior to the Board meeting, the applicant shall resubmit all required information within three weeks of Board approval.

4.06 BOND BEFORE CONSTRUCTION

If any construction is started prior to District Board approval of the plans and receipt by applicant of signed Water Management Works Permit, or after approval and permit issuance; but before a bond is posted in an acceptable manner, the District Attorney will secure an injunction to halt construction. The costs of bringing said action including attorney's fees shall be borne by the Developer.

4.06.1 A certificate of the District's Engineer or District Secretary shall be prima facie evidence of non-compliance of the Developer with these criteria. The court may issue a temporary injunction upon the showing of non-compliance without a further need to show damage to the health, safety, or welfare of the residents of the District.

4.07 EXPIRATION ~~UNLESS BOND HAS BEEN POSTED AND WORK HAS BEEN COMMENCED~~

All approvals expire after ~~eighteen (18)~~twenty-four (24) months from the date of issuance.

- 4.07.1 Permits will become invalid two (2) years from date of issuance if work has not begun on a permitted project unless other provisions have been made with the District. The District must be notified in writing before construction commences or re-commences after a period of construction suspension longer than sixty (60) days after initial construction commencement. Permits will become invalid upon suspension of work in excess of one hundred eighty (180) days on any permitted work unless an extension has been granted by the District.
- 4.07.2 If the permittee wishes to begin, continue, or resume work after permit expiration, a new permit must be obtained which will be reviewed in accordance with all current conditions and regulations, and which will require new plan approval. The construction phase of the permit will expire upon completion of the permitted work and acceptance of the record drawings of the installation.
- 4.07.13** An extension of time may be granted by the Board of District Commissioners at their discretion. ___
- 4.07.4 The declaration of a state of emergency issued by the Governor of Florida for a natural emergency tolls the period remaining to exercise the rights under a permit or other authorization for the duration of the emergency declaration subject to the provisions in § 252.363, Florida Statutes.

4.08 TRANSFER OF OWNERSHIP

The permittee shall notify the District by letter within five (5) days of any sale, conveyance, or other transfer of ownership or control of a permitted water management works or the real property on which the permitted works is located. The permittee shall remain liable for performance in accordance with the permit and for corrective actions that may be required as a result of any violations prior to the transfer.

Any new owner of a permitted water management works shall apply by letter for a transfer of permit within (5) days after sale or legal transfer. The new owner shall be liable for performance in accordance with the permit after the transfer.

5. BONDS AND INSPECTION

5.01 GENERAL

Upon District Board of Commissioners approval of plans, but before construction can commence, the following items must be complied with:

5.01.1 Bond (cash or surety), in the District's favor, must be posted in the amount of 110 percent of the Developer's Engineer's (Engineer of Record) estimate of cost of construction of the paving and drainage works. (Subject to approval of the cost estimate by the District Secretary/Manager.)

5.01.3 Upon compliance with the conditions required by the Board for approval, and receipt of approved plans from the District Engineer, the District Secretary/Manager will mark the plans "Approved", ~~and sign same, and distribute the approved plans to the governmental agency involved, the developer,~~ and retain one (1) set in the District files.

5.01.4 The District's Bond Form is the only form approved for use, and it shall be a recorded instrument. Release or reduction from the recorded instrument shall be the responsibility of the applicant.

5.01.5 Bonds shall be provided by the principals of developments only. Contractor or Sub-Contractor bonds are not acceptable.

5.02 INSPECTION

When construction is in progress, the District's inspector will inspect the installation of drainage works, according to an inspection schedule established by the Board of Commissioners. Inspection must be made by District personnel of all underground storm drain facilities before backfilling; call 954-432-5110 for an inspection appointment a minimum of twenty-four (24) hours in advance. All costs of periodic inspections of construction by the District shall be borne by the Developer.

5.03 SEPARATE BOND FOR EXCAVATION

Swales, lake/pond banks, slopes, canals, and other excavations, including aquatic plantings in the required littoral zones shall be bonded separately from other drainage improvements and will be held by the District until successful completion. The amount of this separate bond will be determined by the District Board of Commissioners and by recommendation of the District Secretary/Manager.

A portion of the bond for excavation shall be held by the District until each excavated water body with a littoral zone(s) achieves an 80% coverage or appropriate survival rate for planted and recruited species and no more than 5% nuisance or exotic plant species coverage following the one (1) year anniversary of the approved as-built drawings. If the survival requirement is not met, the applicant, or his successors and/or assigns, shall plant and maintain each site until the 80% coverage or survival rate is achieved.

5.04 RECORD DRAWING

Record drawings certified by the Engineer of Record based on as-built drawings certified by a Florida Registered Professional Surveyor and Mapper will be required before release of performance bonds. Both certifications must appear on each sheet of the record drawing.

5.05 BOND RELEASE

Subject to the provisions stated herein, upon successful completion of construction and acceptance of “As-Builts”, the amount of the performance bond as determined by the District Board may be reduced. The balance of the bond shall remain in full force and effect for the minimum of an additional twelve (12) months after final inspection and approval, unless supplemented by a new bond form in the required amounts and as approved by the District Secretary/Manager. The procedure for reduction and/or release of bonds shall include the following:

5.05.1 At least three (3) weeks prior to the Meeting of the Board of Commissioners the request for a reduction or release of bond is to be considered by the District Board of Commissioners, the developer shall provide to the District’s Secretary/Manager, a current list of the names and addresses of all property owners owning property within the development for which the bond is requested to be either reduced or released.

5.05.2

Upon receipt of the list of property owners, the District Secretary/Manager shall mail by certified mail, return receipt requested, notification to all property owners in substantially the following form:

The developer of (name of development) has requested a (reduction) (release) of the developments construction performance bond in the amount of \$_____ which is being held by the Central Broward Water Control District to assure completion of construction of paving and drainage improvement within (name of development) of which the District has been advised you have acquired a part of. This bond in the amount of \$_____ will be considered for (reduction) (release) at the District's Board of Commissioners Meeting scheduled for the ____ day of _____, 2____ @ PM at 8020 Stirling Road (Davie), Hollywood, Florida 33024. If you have any questions regarding the reduction or release of this bond you may contact the District's Secretary/Manager at 954-432-5110 or present your comments to the District Board of Commissioners at the District's Meeting.

6. RECORD DRAWINGS

6.01 GENERAL

Prior to the release of any bond or surety, the Developer, through his Engineer, shall submit "Record" drawings to the District for review and approval.

6.01.1 The submittal and review process shall be as outlined in Section 4 and as detailed herein.

6.01.2 As-built drawings must accurately reflect site conditions and be no older than six (6) months from the date of submittal to the District or six (6) months from the last date of field data acquisition by the Surveyor of Record, whichever is older.

6.01.3 One CD containing electronic files of plat, paving and grading plans, reports, other supporting information, and the final version of as-builts drawings shall be submitted to the District's Engineer's office on the same day. The CD shall contain an index file with a brief description of CD file contents, and shall be labeled with project name, company name, and point of contact. Documents and spreadsheets shall be submitted in either MS Word, Word Perfect, Excel, Lotus, or ~~other~~another format approved by the engineer. Drawings shall be submitted in ~~AutoCad~~AutoCAD, ~~AutoCad~~AutoCAD compatible file- type, or ~~other~~another format approved by the District's Engineer.

6.01.4 All easements, deed restrictions, maintenance agreements, deeds, and water management works permit as required by the Board shall be presented to the District Secretary/Manager and Attorney for approval before recordation. All costs of recording the applicable instrument will be borne by the developer.

6.02 SIGNATURE AND SEAL

All record drawings shall be signed and sealed by the Engineer of Record. The Record drawings shall be based on as-built drawings certified by a ~~Florida registered~~Licensed Professional Surveyor and Mapper and must contain the signature and seal of the Licensed Professional Engineer of Record as well as the signature and seal of the

Licensed Professional Surveyor and Mapper of Record. Such signature shall evidence that he has reviewed the information, finds it in substantial accordance with the design; and where deviations from the design exist, that said deviations are not to the detriment of the project or the District. The record drawing must include the following certification statement on each drawing and be signed/sealed by the Engineer of Record:

I HEREBY CERTIFY THAT THE ~~SURFACE~~STORMWATER MANAGEMENT FACILITIES FOR THIS PROJECT HAVE BEEN CONSTRUCTED IN SUBSTANTIAL ACCORDANCE WITH THE DESIGN APPROVED BY THE CENTRAL BROWARD WATER CONTROL DISTRICT, AND HEREBY AFFIX MY SEAL THIS _____ DAY OF _____, 20 _____.

(SEAL)

6.03 DRAWINGS

As-Built information shall be superimposed on the original design drawings. All references to "proposed" shall be struck through and replaced with the appropriate text acknowledging the constructed facility.

6.04 INFORMATION TO BE SUPPLIED

6.04.1 Roadway elevations crown edge of pavement, swale, and right-of-way line at 100' intervals; and at the high and low points of the road.

6.04.1.1 If roadway elevations are not the finished pavement, a note detailing the stage of construction when the elevations were taken, i.e. top of rock first lift of asphalt, etc.

6.04.2 Drainage structures shall show rim and grate elevations, invert elevations of all pipes along with their size, material, and length, top and invert of headwalls, and the elevations of the control structure, including weir size and length, notches, and orifices.

- 6.04.3** Lake~~,~~ pond, canal, and/or waterways shall be cross sectioned at 100~~-~~foot (100') intervals. The cross section shall be referenced to the easement line, shall show with annotations the top of bank, sodded area, edge of water, planted wetland vegetation, slope breakpoints~~s~~, ~~and~~ bottom, ~~and~~ their elevations, and all slopes annotated as a ratio of H:V. The design template shall be shown on ~~the each~~each section.
- 6.04.4** Perimeter berms and walls shall be cross sectioned at 100~~-~~foot (100') intervals. The cross sections shall be referenced to the property line and show the elevations of the top of berm, top of wall, property line, ~~and~~ toe of berm, and top berm width.
- 6.04.5** Drainage swales shall have flowline elevations shown at 100~~-~~foot (100') intervals or fraction thereof.
- 6.04.6** Dry ~~r~~etention or ~~e~~retention areas shall show top of bank and bottom elevations at 100~~-~~foot (100') grid points, and limits of bottom area and grade break at top of bank.
- 6.04.7** ~~Actual-Average~~ width and total area of aquatic plantings in littoral zones.
- 6.04.8** Results of video inspection of pipe and structure cleaning up to the first existing structure beyond the first existing pipe run upstream and downstream of any new connections depicted in the approved drawings. Additional lengths of existing pipe and structures may be required to be cleaned, inspected and televised if determined to be necessary by the District Engineer or District Manager.
- 6.04.9** Permanent benchmark elevation data (NGVD29 and NAVD88) for headwalls installed in District canals shall be annotated on the record drawing.

6.05 CONSTRUCTION TOLERANCES

Variations in horizontal and vertical dimensions for non-critical stormwater management facility or site improvement components may be allowed at the discretion of the District Engineer or District Manager in accordance

with generally accepted good engineering practices and standards recognized in Broward County.

Any portion of a critical stormwater management facility that is not within the acceptable tolerance described in Exhibit K must be reconstructed, re-inspected by the engineer of record, and re-surveyed prior to submittal of as-built and record drawings.

7. VARIANCES AND APPEALS

7.01 GENERAL

The Board of the District Commissioners, at their discretion and as hereinbefore provided, may grant a variance to the District Criteria.

7.02 VARIANCE

In exercising the powers and duties under 7.02 the Central Broward Water Control District Commission shall not grant a variance unless and until the following has been demonstrated:

7.02.1 A letter from the applicant outlining the variance request which demonstrates that the following prerequisites to the granting of variance have been met:

- A. Special conditions and circumstances affect the land, building or structure concerning which the variance is sought.
- B. The existing conditions and circumstances are not the result of the actions of the applicant or his agents.
- C. Strict application of the provisions of this District's criteria would deprive the applicant of reasonable use of said land, building or structure and that a genuine hardship exists provided, however, previously granted variances shall not be considered grounds for issuance of a variance.

D. Alternative measures are proposed to mitigate not complying fully with the subject criterion and that the variance proposed is the minimum variance that will make possible the reasonable use of the land, building or structure.

~~DE.~~ The Board of Commissioners shall find that the granting of the variance will be in harmony with the general purpose and intent of the District's variance criteria ~~and that the variance proposed is the minimum variance that will make possible the reasonable use of the land, building or structure.~~

F. The variance to District Criteria will not adversely affect adjacent private property not owned by the applicant or adjacent public property and right-of-ways.

7.02.2 A sketch and a legal description of the property showing all easements and rights-of-way. If the property fronts a water body, the sketch shall clearly show the location by dimension of the top of bank and edge of water. The elevation of the top of bank and water at time of survey shall be shown.

7.02.3 A sketch of encroaching structure (existing or proposed), if applicable, shall be furnished. Said sketch shall show the amount of encroachment.

7.02.4 Other information as may be required by the District Manager/Secretary, or by the Board of District Commissioners, to properly evaluate the request.

7.02.5 The District Manager/Secretary will make the determination that the application is ~~complete, and~~complete and shall schedule the application on the next available Board of Commissioners meeting.

7.02.6 Fourteen (14) days prior to the Board of Commissioners meeting date for the variance request, a sign shall be posted by the applicant on the subject property indicating that the subject property is the subject of a variance request before the District. All signs shall be eighteen inches by ~~twenty~~four~~twenty-four~~ inches, double sided with a yellow background and shall be made of weather resistant material. Signs shall be posted along each street frontage of the subject property and shall be visible from the street. All signs shall contain the following information:

- General Description of the Variance Request (~~ie~~e.: "This property will be the subject of a variance request on _____ before the Central Broward Water Control Board to _____")
- Project Name
- Date, time, and location of the District Board meeting.

- Telephone number and contact name for additional information.

All signs shall be removed by the applicant within seven days after the District Board meeting.

7.02.7 In granting a variance request, the District shall require that the applicant, his successors, and assigns, indemnify and hold harmless the District. The cost of preparing said indemnification and hold harmless agreement, including attorney fees and recording, shall be borne by the applicant.

7.03 APPEAL

Appeal of the District's Engineer's application, or interpretation of District Criteria, shall be submitted by letter to the District Manager/Secretary.

7.04 PLAN APPROVAL WITH VARIANCE

An application for development approval, which requires a variance to District Criteria, will not be heard by the Board of District Commissioners prior to the Board acting on the variance request.

8. FEES

8.01 GENERAL

The District will collect fees to be utilized to defray the cost of review and processing applications for development. The fees include, but are not necessarily limited to:

- 8.01.1** Plat Review
- 8.01.2** Plan Review
- 8.01.3** Variance
- 8.01.4** Culvert Installations
- 8.01.5** Permit Renewal Culvert Installations
- 8.01.6** Single Family Home Plan Approval
- 8.01.7** After-the-Fact Permit Approval
- 8.01.8** Pre-application Conference
- 8.01.9** District Engineer Cost Recovery
- 8.01.10** Enforcement Compliance Cost Recovery
- 8.01.11** Use of District Easements

8.02 FEE AMOUNT

Fees charged by the District may be varied from time to time, and the applicant is cautioned to contact the District Secretary at the District office (8020 Stirling Road, Hollywood, Florida 33024) at 954-432-5110 to determine the fee amount.

8.03 FEE REMITTANCE

- 8.03.1** An application will not be considered complete without the remittance of the necessary fees.

8.03.2 Permit and review fees for permits and review of paving and drainage plans, plats and other matters which are submitted to the District by religious organizations and schools shall not be waived.

8.04 LEGAL FEES

Costs incurred by the District for the preparation and/or review of indemnification agreements, easement dedications, vacations, bond reductions or the calling of a bond, enforcement of District Criteria, or as required by the Board of District Commissioners as part of the approval and permitting process, shall be paid by the applicant.

9. RULES OF CENTRAL BROWARD WATER CONTROL DISTRICT REGARDING PERMITS FOR WORK WITHIN DISTRICT RIGHTS-OF-WAY

9.01 GENERAL

The Board has the power to establish a code of general specifications for the obtainment of a permit; and for hearings in connection therewith before the Board of Commissioners for approval of plans for any construction or work done, which comes into, over, onto, or through any of the waterways of the District created hereby. Waterways for the purposes of these requirements are hereby defined as “the waterways, easements, rights and reservations, rights-of-way, maintenance strips, swales, and all and every work or facility appurtenant or adjacent to, or utilized by the District in connection with the functioning of its waterways.

9.02 POLICY OF THE DISTRICT IN CONSIDERING AND ISSUING PERMITS

9.02.1 No permit will be granted for any use of a District’s works that will adversely affect such works, or interfere with, or impose hardships upon the District’s operation, maintenance, or construction activities.

9.02.2 No permit will be granted for any use of District’s works when granting such would be inconsistent with the comprehensive plans for the District.

9.02.3 The District reserves the rights to: (a) change, regulate, and limit discharges into, or withdrawals from, District works, and (b) amend or change any of its policies, practices, procedures, regulations, or fees; and such action shall not constitute any claim for damages, nor become the basis for legal suit by any permittee.

9.02.4 In the event that the District exercises its rights reserved in 9.02.3 (a) and (b) above, the permit holder will be required to comply by alteration or otherwise, as required.

9.03 APPLICATION FOR PERMIT

9.03.1 Requests for application for permit forms can be made in person, by letter, or by phone, directly to the Central Broward Water Control District office at 8020 Stirling Road, Hollywood, Florida 33024, (954) 432-5110. There is no charge for issuance of an application for a permit.

9.03.2 PREPARING THE APPLICATION

- 9.03.2.1 Simply state what use is intended; bridge crossing, culvert connection, beautification of right-of-way, etc.
- 9.03.2.2 Location of work to be done, stating County, Section, Township, Range, Block, Lot, Subdivision, where pertinent.
- 9.03.2.3 Name or project number of canal or levee involved.
- 9.03.2.4 Name of owner of proposed work or structure, and address.
- 9.03.2.5 Area proposed to be served.
- 9.03.2.6 Date of commencement of work contemplated in application, and date of completion of work.

9.03.3 PREPARATION OF THE SKETCH

- 9.03.3.1 Drawings are to be submitted on letter size paper (8 1/2" X 11"), in duplicate.
- 9.03.3.2 The sketch should locate the installation or construction by referencing it to a section line, a road, or some obvious and/or permanent land mark.
- 9.03.3.3 The sketch should clearly portray the construction in its relationship to the channel and/or right-of-way. Elevations must be indicated.

9.04 EMERGENCY PERMITS

A letter of authorization for emergency use of the District's facilities can be obtained prior to the issuance of a permit at the Board's discretion, if the delay of normal permit procedure would cause extreme hardship, or endanger lives or property; provided, however, an application for permit is regularly filed.

9.05 TEMPORARY PERMITS

Installation based upon seasonal requirements such as irrigation, pump connections, or semi-permanent facilities subject to relocation or modification such as temporary power lines, may be authorized under a temporary permit. Said temporary permits are to be issued for the use of District facilities for a period not exceeding ninety (90) days. However, should a use of installation approved under temporary status be desired for a period in excess of the maximum period allowed under the temporary status, a reasonable time extension may be applied for, or an application for regular permit may be made.

9.06 USE OF DISTRICT EASEMENTS

For the 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.

For proposed Utility Work or placement of communications facilities within CBWCD's property, rights-of-ways and easement areas, including, but not limited to Canal and Lake Maintenance Easements, the District shall require an initial user fee plus an annual user fee, which will become due one (1) year after the Utility Work or communications facilities are installed and completed and every year thereafter for as long as the utility and communications systems remain within CBWCD's property, rights-of-ways or easement areas. These funds may be used by the District for any expenses incurred by the District. In addition, the utility provider (or communications services provider) shall enter into a non-exclusive Agreement with CBWCD whereby the District is indemnified and held harmless from any and all damages that are caused as a result of the Utility Work installation or operation of the communications system, and may require a surety bond or letter of credit for Utility Work or placement of communications facilities within CBWCD's property, rights-of-ways or easement areas that may be withdrawn by the District to restore damaged or abandoned facilities within such areas. If the user of CBWCD's property, rights-of-ways or easement areas violates any terms or requirements of an Agreement or ~~the~~ District Criteria, or fails to correct said ~~violation, —District~~violation, District may remove the utility or communications system placed within the property, rights-of-ways or easement areas and shall be reimbursed for all costs and expenses incurred by District in removing the said systems. District may terminate an Agreement for failure to cure such violations. These costs and expenses shall include, but not be limited to, reasonable attorney's fees and legal expenses incurred by the District.

9.07 MODIFICATION OR RELOCATIONS OF WORK UNDER PERMIT

Modifications to existing works under permit can be made without applying for a new permit; this also applies to the relocation of structures or facilities to a new site; provided, however, that the Board shall be advised in writing of the intent to do so, and shall consent thereto by a letter of approval.

A letter of request to amend the existing permit, in duplicate, accompanied by adequate drawings, also in duplicate, should be submitted to the District. Approval of the requested change will be granted in the form of a letter of acceptance.

9.08 TRANSFER OF PERMITS

By a separate agreement, the holder of a District permit may allow a third party the use of his permitted facility; but such agreement must be made known to the District in writing. Permits are not assignable without the specific consent of the District. A valid permit, upon request, can be transferred from one owner to a new owner. Request must be made in a letter form by the new owner, with the consent of the previous owner shown therein.

9.09 CONDITIONS UPON WHICH PERMITS ARE ISSUED ARE AS FOLLOWS:

9.09.1 Abidance by the terms and conditions of the permit issued to the holder.

9.09.2 The maintenance of any work or structures, the title to which remains with the permittee, in good and safe conditions.

9.09.3 The holding and saving of the District and its successors harmless from any and all damages, claims, or liabilities, which may arise by reason of the construction, operation, maintenance, of the use, of the work or structure involved in the permit.

9.09.4 Permitting inspection at any time by the District, its agents, servants, or employees, of any works and structures established under the permit.

9.09.5 The prevention of the discharge of debris and/or aquatic growth into any District works should the construction be a culvert, open channel, or pump connection.

9.09.6 Conformance with any alterations of, or amendments to the requirements of minimum standards of construction that may be deemed necessary by the District.

9.09.7 If in the event the Board requires our Engineer's approval, said costs shall be fully reimbursed by the applicant.

9.09.8 The granting of a permit does not convey to the permittee any property rights, nor any rights or privileges other than those specified in the permit.

9.10 BOND

Where deemed necessary by the District, a bond in an amount to be set by the District, may be required to insure compliance with the terms of the permit.

9.11 FEE

A fee will be charged for the issuance of the permit, which shall cover the cost of one inspection if necessary.

You are cautioned to call the District Secretary/Manager at 954-432-5110 for the current fee schedule as the Board of Commissioners may periodically update it

BIBLIOGRAPHY

The following is a list of publications incorporated by reference in this Document.

The use of certain transcripts, verbiage, and exhibits from these publications is acknowledged.

Florida Building Code with Broward County amendments, latest edition

Rules of the South Florida Water Management District related to the Environmental Resource Permit program

SFWMD Environmental Resource Permit (ERP) Permit Information Manual, Applicant's Handbook - Volumes I and II, and Part III – References and Design Aids, latest edition

Florida Department of Transportation, Drainage Manuals, latest editions.

Broward County, Florida - Code of Ordinances, Chapter 27, Pollution Control, Article V, "Water Resource Management," latest edition.

CENTRAL BROWARD WATER CONTROL DISTRICT BOUNDARY AREA

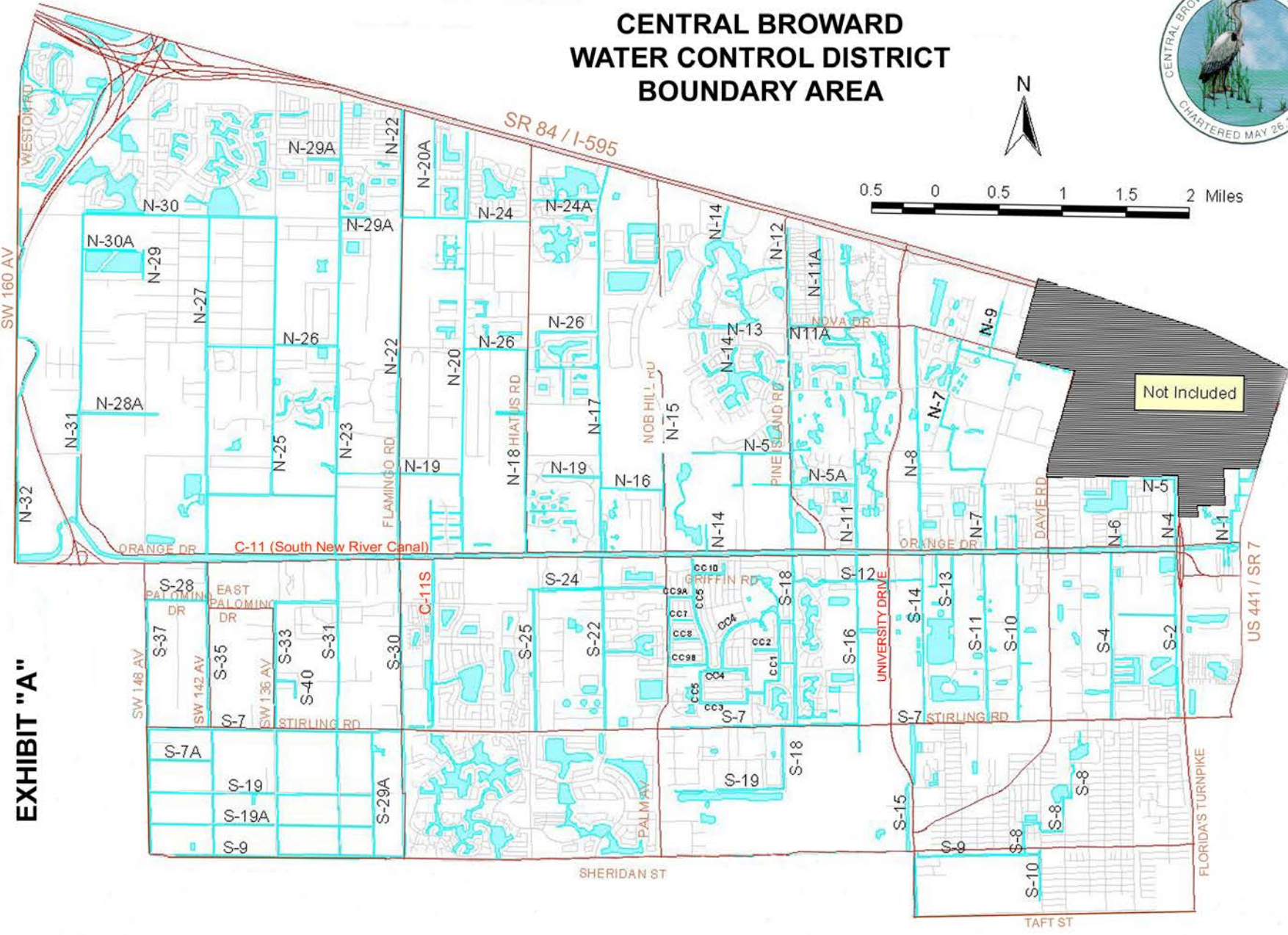
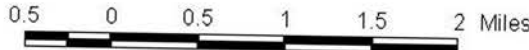


EXHIBIT "A"

[NEW EXHIBIT]

CBWCD DOCUMENT SUBMITTAL REQUIREMENTS

PLEASE SEND ALL PACKAGES SEPARATELY TO THE DISTRICT AND TO THE DISTRICT ENGINEER (DE)

	INITIAL		RE-SUBMITTALS ⁺ *		FINAL ^{**}	
	CBWCD	DE	CBWCD	DE	CBWCD*	DE
PLAT SUBMITTALS						
	Number of sets to District and District Engineer					
Transmittal Page	1	2	1	2	1	2
Application	1	2	1	2	1	2
Plat Request Letter Signed by Owner	1	2	1	2	-	-
S/S Boundary & Topographic Survey	1	2	1	2	-	-
Recorded ORB docs (paper copies & PDF)	1	2	1	2	-	-
Other pertinent documents	1	2	1	2	-	-
Legal Description	-	1	-	1	-	-
CD w/ CADD (AutoDesk®) and PDF files of Survey & Draft Plat	-	1	-	1	-	1
Draft Plat ^{***}	1	2	1	2	8 – 11X17 1 – Full Size	2 Full Size
PAVING & DRAINAGE SUBMITTALS						
Transmittal Page	1	2	1	2	1	2
Application	1	2	-	-	-	-
Application Fee	1	-	-	-	-	-
CBWCD Criteria Manual Exhibit C Checklist completed	1	2	-	-	-	-
Legal Description	-	1	-	1	-	-
S/S Boundary & Topographic Survey	1	2	1	2	-	-
S/S Engineering Report	1	2	1	2	-	-
Recorded ORB docs (paper copies & PDF)	1	2	1	2	-	-
Other pertinent documents	1	2	1	2	-	-
CD w/ CADD (AutoDesk®) and PDF files of Engineering Report, Survey, Civil & Landscape Drawings	-	1	-	1	-	1
S/S Civil Engineering Drawings ^{***} (final sets to CBWCD do not have to be S/S)	1	2	1	2	8 – 11X17 1 – Full Size	2 Full Size
S/S Landscape Architecture Drawings ^{***} (final sets to CBWCD do not have to be S/S)	1	2	1	2	8 – 11X17 1 – Full Size	2 Full Size
AS-BUILT / RECORD DRAWING SUBMITTALS						
Transmittal Page	1	2	1	2	1	2
Water Management Works Form [get permit # from District]	1	2	1	2	-	-
Executed Easement Form(s) [must use District's form(s)]	1	2	1	2	-	-
Esmt. Exhibit "A" Legal Description (8 1/2" x 11")	-	1	-	1	-	-
Esmt. Exhibit "B" S/S Sketch & Descriptions (8 1/2" X 11")	1	2	1	2	-	-
S/S Stormwater Certification Report ("5-Yr Recert") for exist. systems	1	2	1	2	-	-
Other pertinent documents	1	2	1	2	-	-
Recorded Easement(s) (PDF and hard copy)	-	-	-	-	1	1
CD w/ CADD (AutoDesk®) & PDF files of As-built/Record Dwgs	-	1	-	1	-	1
S/S As-built / Record Drawings ^{***} (final sets to CBWCD do not have to be S/S)	1	2	1	2	8 – 11X17 1 – Full Size	2 Full Size

S/S = signed/sealed/dated by surveyor /civil engineer /landscape architect of record

⁺ Digital and paper versions of initial and final submittals of all survey, engineering and landscape architecture documents must signed/dated/sealed by the appropriate licensed professional. Interim PDF & paper copies of all documents, except for easement sketches with accompanying legal descriptions, do not have to be digitally/electronically signed/dated/sealed.

^{*} Only re-submit [all pages] if any portion of the document was updated or modified.

^{**} Please do not submit final documents to the District until the application is deemed complete by the DE.

^{***} Ensure that fonts for all text are large enough to be legible when sheets are reduced to 11"X17" or half size.

EXHIBIT “C” [Reformatted and edited entire exhibit]

PAVING AND DRAINAGE CHECK LIST FOR APPLICANTS

This checklist is provided to assist the applicant in providing the appropriate information to the District. It must be completed and included with the initial submittal package. When a question is answered NO or N/A, submit a brief statement as to why this information is not provided. This check list is not all-inclusive. Additional information may be required to confirm compliance with District regulations, standards, procedures, and design criteria.

#	Submittal Item Description	Yes	No	N/A
1. PROPERTY AND PROJECT INFORMATION				
1.1	Boundary and topographic survey with:			
	• Legal description including property area			
	• Existing improvements			
	• Existing grades at no greater than a 100' grid extending 100' <u>sufficiently</u> beyond the property boundaries <u>to determine direction of off-site flows</u>			
	• Vertical elevation datum and site-specific algebraic difference between NAVD88 and NGVD29			
	• FEMA FIRM panel number and flood zone			
	• All easements of record and known encumbrances			
	• Section lines, rights-of-way, property lines, reservations with references to official record book and page number or instrument number			
	• For District canals adjacent to or adjoining the property (includes canals on the opposite side of the adjacent right-of-way): all grades from top of bank to top of bank including any intermediate grade breaks in plan view and cross sections spaced 100' apart with grades and slopes			
1.2	PDF of all recorded easements and reservations			
1.3	Current and proposed zoning			
1.4	Current and proposed land use			
1.5	Development area in acres (total and for each phase)			
2. ENGINEERING DOCUMENTS				
2.1	Narrative of existing land use and drainage conditions			
2.2	Narrative of proposed development and stormwater management plan			
2.3	Engineering analyses:			
	• Land use breakdown (<u>building, green, dry detention, pavement, lake/pond</u>)			
	• Pervious/impervious land cover breakdown based on maximum impervious coverage that accounts for future phases and building expansion such as decks, patios and pools			
	• Water quality <u>and exfiltration trench storage</u> calculations			
	• 72-Hour drawdown or bleed-down calculations			
	• Soil storage calculations			
	• Existing and proposed stage-area-storage table by land use or land cover			

#	Submittal Item Description	Yes	No	N/A
	<ul style="list-style-type: none"> Floodplain storage encroachment (SFWMD Importer/Exporter) calculations 			
	<ul style="list-style-type: none"> Site-specific maximum allowable discharge calculation 			
	<ul style="list-style-type: none"> Discharge rating curves 			
	<ul style="list-style-type: none"> Pre- and Post-Development Runoff computations 			
	<ul style="list-style-type: none"> Surface water management model input and output data for 10-Year 1-Day, 25-Year 3-Day, and 100-Year 3-Day Zero Discharge design events 			
	<ul style="list-style-type: none"> Storm sewer pipe sizing and hydraulic grade line calculations with map of contributory areas 			
	<ul style="list-style-type: none"> Supporting documents and exhibits such as FEMA FIRM panel, SFWMD isohyetal maps, County flood maps, TR-55 Curve Number table, culvert sizing nomographs, FDOT intensity/duration/frequency curves, product-specific cut sheets or technical data, NRCS Soil Survey, etc. 			
2.4	Geotechnical engineering report with:			
	<ul style="list-style-type: none"> Results of sub-surface exploration 			
	<ul style="list-style-type: none"> Report and map of core borings 			
	<ul style="list-style-type: none"> Laboratory testing results (sieve analyses, in-situ standard penetration test, usual open-hole test, double-ring infiltrometer, etc.) 			
	<ul style="list-style-type: none"> Unified or AASHTO soil classification for each soil strata to a minimum depth of 5' below the water control elevation 			
	<ul style="list-style-type: none"> Engineering evaluations and recommendations 			
3. SUPPORTING DOCUMENTS				
3.1	Biological assessment report			
3.2	Special geotechnical or hydrogeological investigation reports such as an ASTM Phase I or II Environmental Site Assessment for properties with known or suspected soil or groundwater contamination			
3.3	Remedial Action Plan when the results of a Phase I or Phase II assessment includes recommendations for site-specific remediation of soil or groundwater			
4. CONSTRUCTION DRAWINGS				
Construction drawings no larger than 24" x 36" (full size) and no smaller than 11" x 17" (half size) drawn to scale no smaller than 1"=40'				
4.1	Civil Engineering miscellaneous drawings:			
	<ul style="list-style-type: none"> Key sheet with legal description, location map with scale and location of District canal(s), north arrow and sheet index 			
	<ul style="list-style-type: none"> Specifications for paving, embankment materials, storm sewer materials, drainage structure materials, and as-built requirements 			
	<ul style="list-style-type: none"> CBWCD General Notes 			
	<ul style="list-style-type: none"> Demolition plan 			
	<ul style="list-style-type: none"> Phasing plan 			
	<ul style="list-style-type: none"> Aquatic planting plan, plant species list, and plant quantities 			
	<ul style="list-style-type: none"> Erosion control plan 			

#	Submittal Item Description	Yes	No	N/A
4.2	Civil Engineering Paving, Grading, and Drainage plans:			
	• Construction phasing limits			
	• Stormwater management design data table (see page 45)			
	• Existing and proposed topography <u>sufficient to identify high/low points and ridges</u>			
	• Location of District canals and proposed outfall			
	• All stormwater management facilities depicted and annotated			
	• Existing and proposed building limits with minimum finished floor elevation			
	• <u>Roof runoff controls (e.g., gutters connected to storm sewer structures)</u>			
	• <u>Lot grading plan depicting maximum building footprint (including pools, decks, and patios)</u>			
	• Roadway gradients (<u>or slopes</u>) and elevations at sag and crest points			
	• Location of drainage structures with rim (if manhole) or grate (if catch basin or yard drain) elevation, invert elevations, and pollutant <u>pollution</u> retardant baffle for each corresponding pipe invert included in structure callouts			
	• Pipe type, size, and length to include overall length from center of structure to center of structure and <u>separate</u> length of exfiltration trench			
	• Overland flow arrows			
	• <u>“Treatment Swales” and/or “Conveyance Swales”</u> with flow arrows, top of bank and channel invert elevations and locations. Provide at least 15% change in slope at top of bank transition between swale bank and areas landward of the outer edge of swale.			
	• Roof runoff control details (e.g., type and size of rain leaders)			
	• Wet detention/retention limits of lake maintenance easement, top of bank and contours at each grade break down to bottom, area at water control elevation, and <u>aquatic planting</u> required vs. provided area and limits of aquatic plantings			
	• Dry detention/retention area limits of top of bank and contours at each grade break down to bottom. Provide at least 8% and 11% change in slope at the top of bank transition from 1:5 and 1:4 banks, respectively, to areas landward of the outer edge of the detention/retention area.			
	• Existing and proposed guardrail limits			
	• Proposed easements to be dedicated to the District depicted and annotated			
	• Location of adjacent properties that will require accommodation for bypass drainage conveyance through the subject property			
	• Location of air conditioner pads, electrical transformers, light poles, irrigation pump housing and control panels, and any other pad mounted electro-mechanical equipment			
	• <u>Perimeter berm alignment</u>			
	• Note prohibiting trees and plants within District easements			
4.3	Typical sections depicting grades, slopes, fencing, and CBWCD easement limits, if applicable, for:			
	• Roads			
	• Drive aisles			
	• Parking spaces			

#	Submittal Item Description	Yes	No	N/A
	<ul style="list-style-type: none"> • Canals 			
	<ul style="list-style-type: none"> • Lakes/ponds with <u>minimum/maximum slope ratios, minimum lake depth, top of bank annotated, aquatic planting notes, details and plant list, and muck layer</u> 			
	<ul style="list-style-type: none"> • <u>Dry detention/retention areas with top of bank, toe of slope, and water control elevation annotated</u> 			
	<ul style="list-style-type: none"> • Lot grading plan depicting maximum building footprint 			
	<ul style="list-style-type: none"> • Perimeter berm 			
4.4	Civil Engineering Paving, Grading, and Drainage plan details:			
	<ul style="list-style-type: none"> • <u>Paving such as pavement section, grading, drainage, exfiltration trench, and control structure details</u> 			
	<ul style="list-style-type: none"> • <u>Grading details such as trench excavations</u> 			
	<ul style="list-style-type: none"> • <u>Drainage details such as typical manhole and catch basin details:</u> <ul style="list-style-type: none"> ○ <u>Inner and outer structure dimensions</u> ○ <u>Sump callout with minimum depth</u> ○ <u>Pollution Retardant Baffle (PRB) material and mounting details with minimum 24" separation between outside of PRB and interior wall or adjacent PRB</u> ○ <u>Inverted PRB material and mounting details</u> 			
	<ul style="list-style-type: none"> • <u>Control structure details:</u> <ul style="list-style-type: none"> ○ <u>Elevation (profile) view</u> ○ <u>Plan view</u> ○ <u>Cross section view</u> ○ <u>Grate or top elevation</u> ○ <u>Weir crest or overflow elevation and dimensions</u> ○ <u>Orifice invert elevation and dimensions</u> ○ <u>Outgoing pipe annotated to indicate proposed point of discharge (e.g., "To N-1 Canal")</u> 			
	<ul style="list-style-type: none"> • <u>Exfiltration trench details:</u> <ul style="list-style-type: none"> ○ <u>Width, height and minimum cover over trench</u> ○ <u>Elevations of top, bottom, pipe invert, and water control elevation</u> ○ <u>Material specifications and installation instructions</u> 			
	<ul style="list-style-type: none"> • <u>Specialty stormwater system component details (e.g., underground stormwater storage vaults), operation and maintenance requirements and inspection schedules</u> 			
	<ul style="list-style-type: none"> • <u>Boat ramp details</u> 			
	<ul style="list-style-type: none"> • <u>Headwall details with minimum top of cap elevation</u> 			
	<ul style="list-style-type: none"> • Retaining wall schematics with the appropriate statements regarding compliance with the Florida Building Code 			
4.5	Landscape Architecture drawings:			
	<ul style="list-style-type: none"> • Tree disposition plan 			
	<ul style="list-style-type: none"> • Planting plan depicting easements to be dedicated to CBWCD 			
	<ul style="list-style-type: none"> • Planting notes and details including root barrier and details 			
	<ul style="list-style-type: none"> • Note regarding no trees or plant materials to be installed inside easements to be dedicated to the District 			

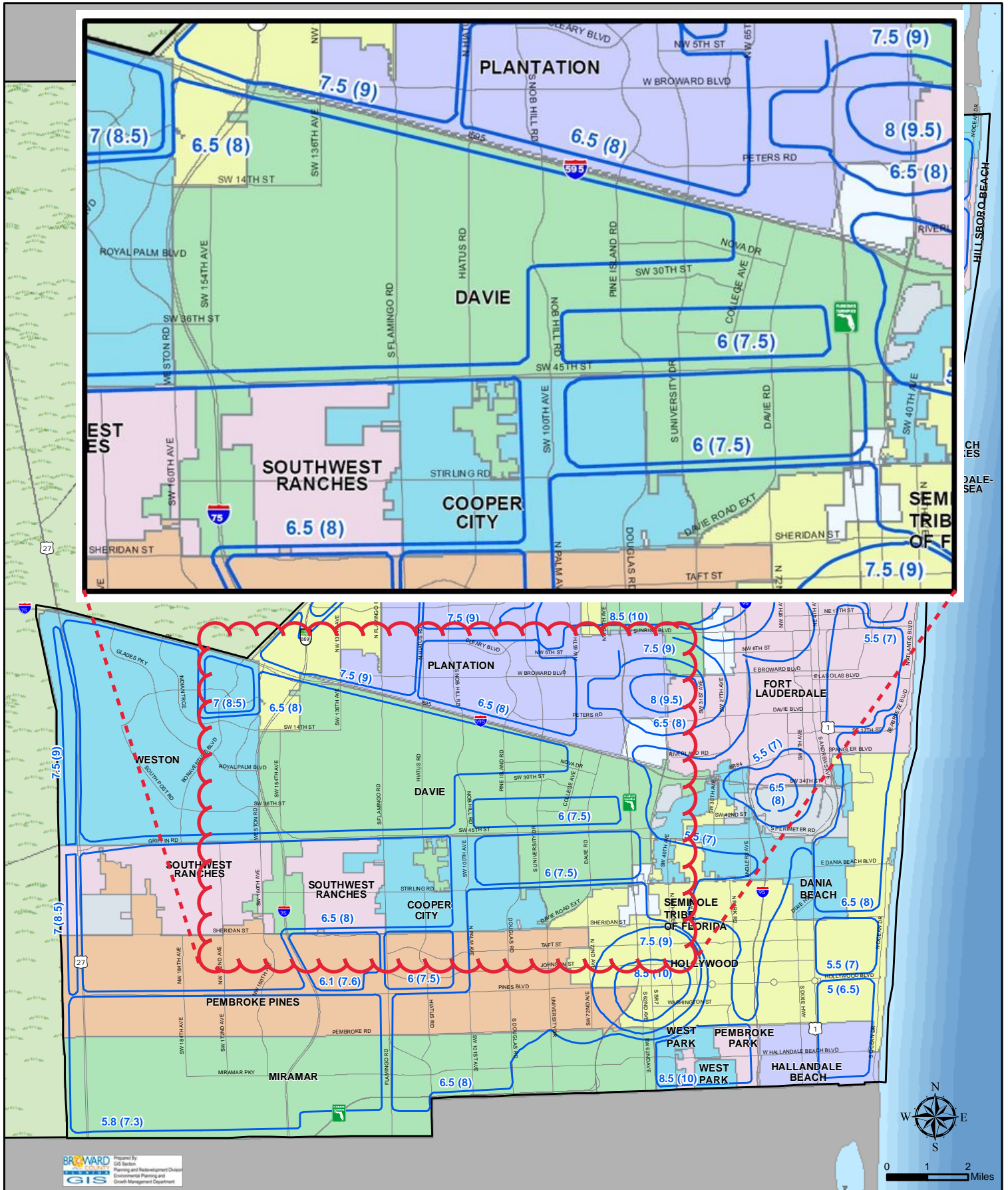
DESIGN DATA TABLE REQUIRED ON FIRST PAVING & DRAINAGE CONSTRUCTION DRAWING*

STORMWATER MANAGEMENT DESIGN DATA TABLE		
ITEM	ELEVATION IN FEET	
	REQUIRED	PROVIDED
ELEVATIONS IN THESE DRAWINGS ARE BASED ON:	A	
NGVD29 TO NAVD88 CONVERSION FACTOR	0.00 NGVD29 = (-) B.BB NAVD88	
MINIMUM FINISHED FLOOR ELEVATION CRITERIA		
FEMA MIN. BASE FLOODPLAIN ELEVATION WITH ASCE 24 MODIFIER	C	D
BROWARD COUNTY 100-YEAR FLOOD ELEVATION	E	D
100-YEAR 3-DAY ZERO DISCHARGE PEAK STAGE	F	D
18" ABOVE NEAREST ROAD CROWN ELEVATION – RESIDENTIAL STRUCTURES	G	D
6" ABOVE NEAREST ROAD CROWN ELEVATION – NON-RESIDENTIAL STRUCTURES	H	D
MINIMUM CROWN OF ROAD ELEVATION CRITERIA		
BROWARD COUNTY 10-YEAR FLOOD ELEVATION	I	D
10-YEAR 1-DAY PEAK STAGE	F	D
MINIMUM PERIMETER BERM ELEVATION		
25-YEAR 3-DAY PEAK STAGE	F	D

Data insertion guidelines

- A:** Insert either “NGVD29” or “NAVD88”
- B.BB:** Insert value to two decimal places after the minus sign “(-)”
- C:** Insert the minimum FEMA Base Flood Elevation or Design Flood Elevation, including any adjustments per ASCE 24 (latest edition per the Florida Building Code)
- D:** Insert the minimum elevation provided. NOTE: The Provided minimum elevation must be the greater of all relevant criteria.
- E:** Insert the minimum elevation based on the Broward County 100-year Flood Map in CBWCD Criteria Manual Exhibit D, or latest Broward County 100-Year flood elevation map
- F:** Insert the peak stage from the site-specific engineering calculations
- G:** Insert the elevation of the crown of road nearest the lowest building entrance, or “N/A” if it is not a residential structure
- H:** Insert the elevation of the crown of road nearest the lowest building entrance, or “N/A” if it is not a non-residential structure
- I:** Insert the minimum elevation based on the Broward County 10-year Flood Map in CBWCD Criteria Manual Exhibit E, or latest Broward County 10-Year flood elevation map

*See Section 2.02, Central Broward Water Control District Criteria Manual, latest edition



— 100 Year Flood Contours NAVD (NGVD)
Example: 6.5 (8)

EXHIBIT "D" 100-YEAR FLOOD MAP

This map is for conceptual purposes only and should not be used for legal boundary determinations.

Elevations converted from NGVD to NAVD using the FEMA approved conversion factor for Broward County of (-)1.5, based on 1997 FEMA Flood Data

EXHIBIT E

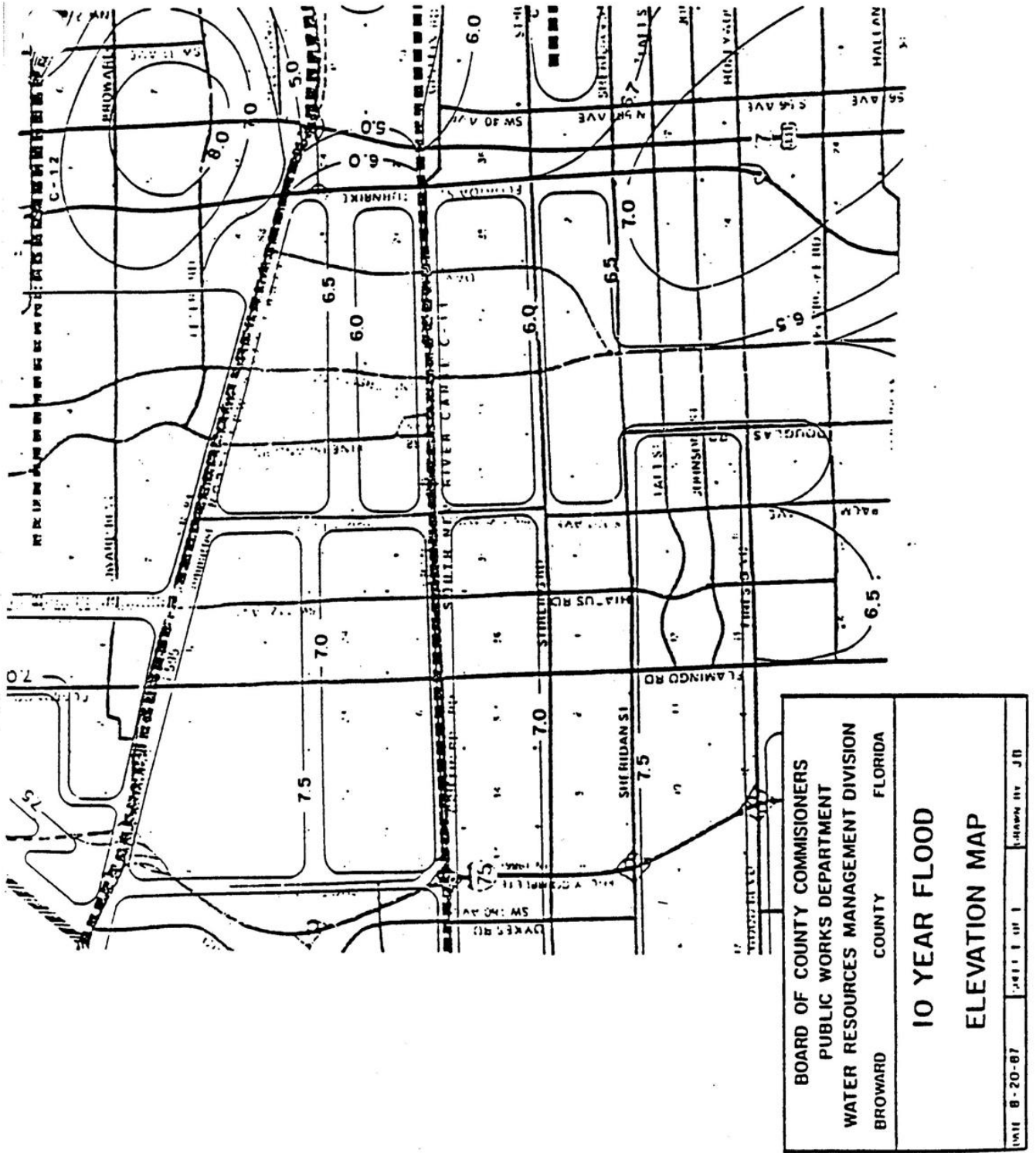


EXHIBIT E
10 YEAR FLOOD MAP

EXHIBIT F

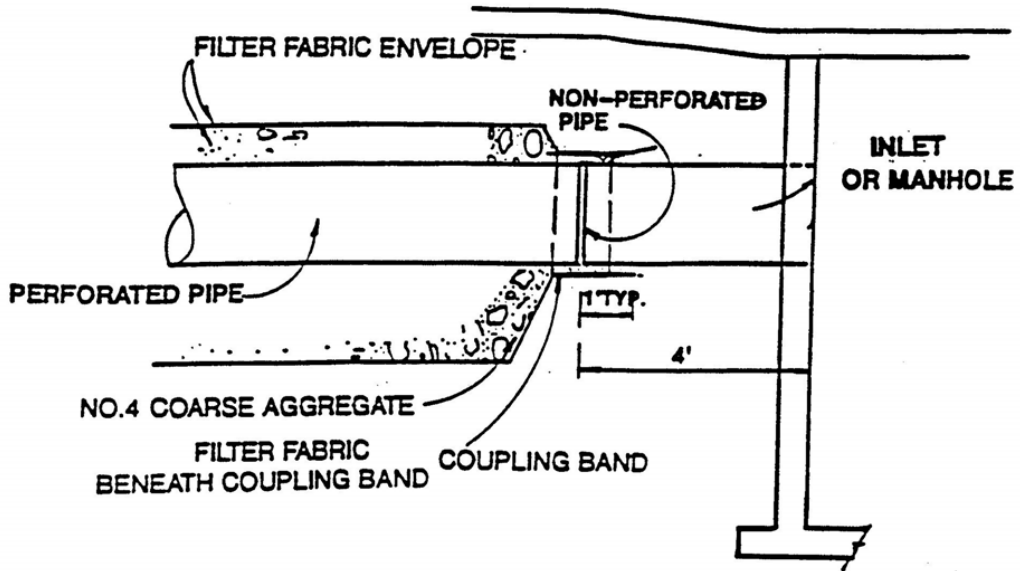
3-YEAR STORM ZONE 10 D.O.T

Time (TC) Min		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

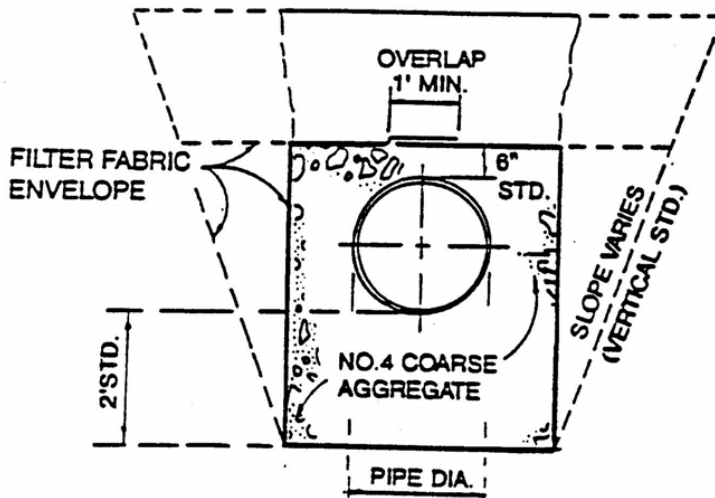
Example: For a three (3) year storm with a time of concentration of 45 min. the rainfall in inches is 3.51.

EXHIBIT G



LONGITUDINAL SECTION

NTS

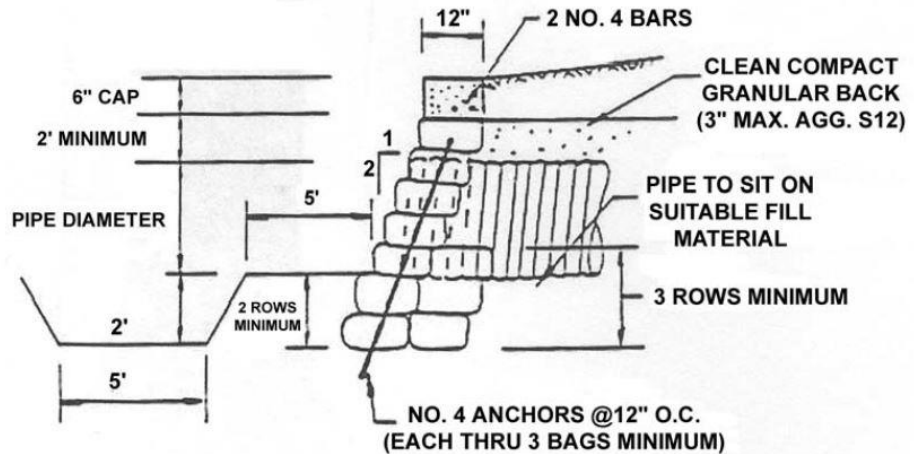
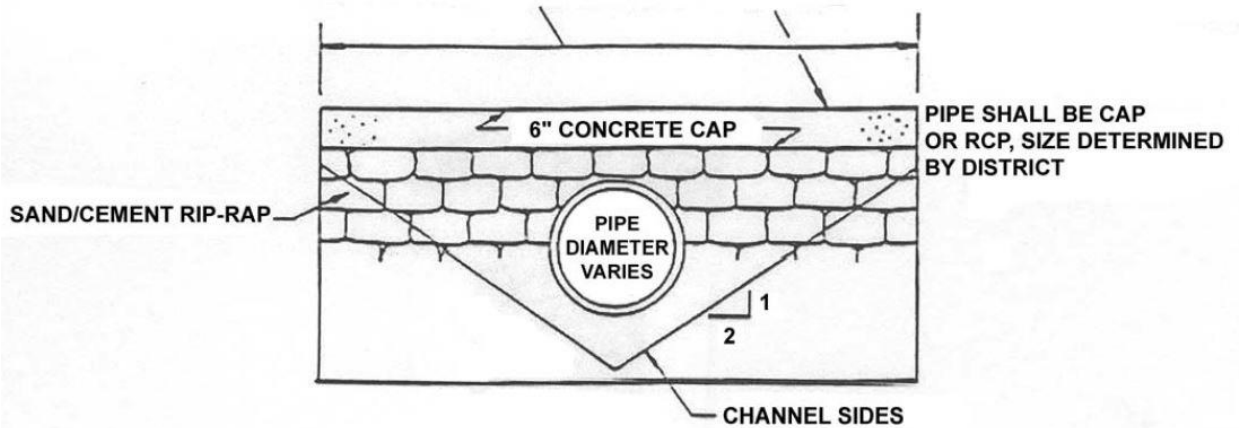


STANDARD CROSS SECTION

NTS

EXFILTRATION TRENCH

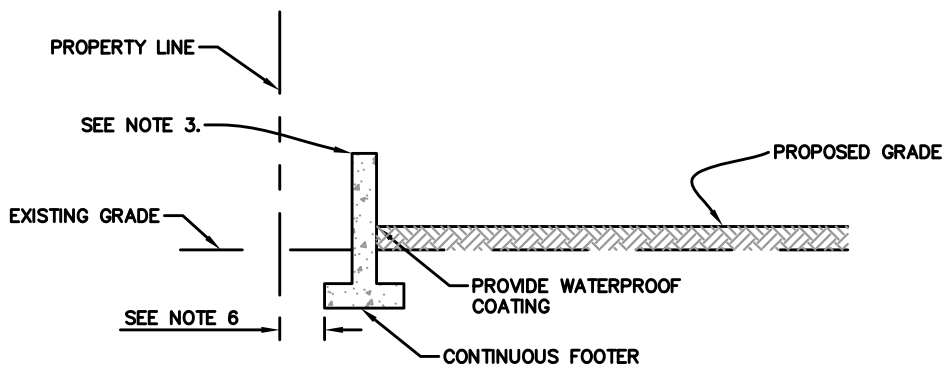
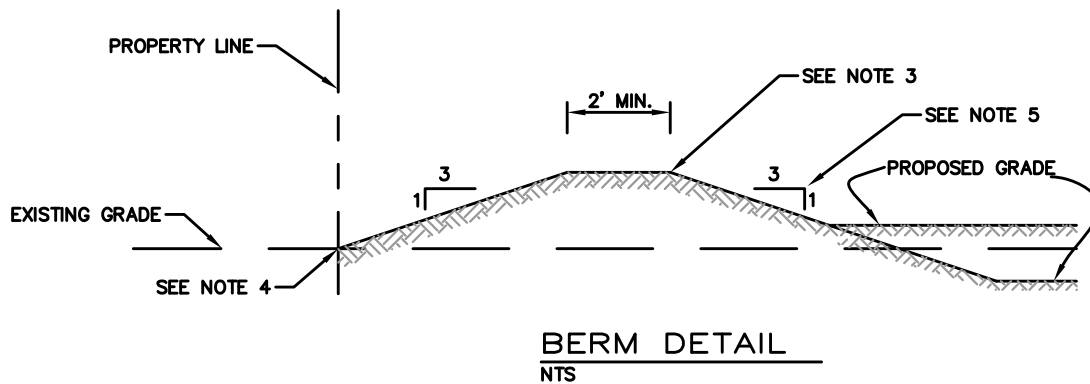
EXHIBIT "H" – HEADWALL DETAIL



1. Owner shall retain a registered professional engineer licensed in the State of Florida to inspect and certify the installation.
2. Owner's engineer shall supply record drawings showing the invert(s), top of headwall, and upstream and downstream cross sections of excavated canal.
- 2-3. Headwalls shall include winged endwalls similar to the FDOT "Winged Concrete Endwalls" detail [FDOT Standard Plans Index No. 430-040, latest edition] for precast headwalls or the Town of Davie "Rip Rap Headwall" detail [TOD Standard Paving and Drainage Detail D-6, latest edition] for rip rap headwalls.
- 3-4. Pre-case or cast-in-place concrete headwall may be installed as an alternative to a rip-rap headwall. Owner's engineer shall provide signed/sealed design drawings for the appropriate installation type.
- 4-5. For headwalls installed in lakes/~~lakes and ponds~~, the maximum crown of pipe shall be the District's water control elevation.
6. For headwalls installed in District canals, the top of headwall shall be set at 1' above the District's water control elevation.
- 5-7. Provide 1 NAVD88 and 1 NGVD29 stable and permanent benchmark at each headwall in a District Canal. Refer to the CBWCD Criteria Manual for required information.

EXHIBIT I

TYPICAL PERIMETER BERM DETAILS



NOTES:

1. BERM TO BE CONSTRUCTED OF SUITABLE FILL MATERIAL. NO MUCK OR OPEN GRADED SILICA (SUGAR) SAND WILL BE ACCEPTABLE.
2. BERM TO BE COMPACTED TO 92% DENSITY AND SODDED OR STABILIZED IN AN APPROVED METHOD TO PREVENT EROSION.
3. TOP OF BERM OR WALL TO BE CONSTRUCTED TO A MINIMUM ELEVATION EQUAL TO THE PROJECTED 25 YEAR EVENT STORM.
4. NO TEMPORARY OR PERMANENT GRADING WORK SHALL ENCROACH ON ADJACENT PROPERTY.
5. SLOPES MUST BE 4H:1V OR SHALLOWER WHEN BANK IS PART OF A DRY DETENTION/RETENTION AREA.
6. PROVIDE ADEQUATE SEPARATION FROM PROPERTY LINE TO AVOID ABOVE OR BELOW GROUND ENCROACHMENTS ONTO ADJACENT PROPERTY DURING AND AFTER CONSTRUCTION.
7. WALLS SHALL BE DESIGNED PER THE STRUCTURAL DESIGN CRITERIA OF THE FLORIDA BUILDING CODE, LATEST EDITION.

EXHIBIT “J” - “CONTINUED”

EXHIBIT “J”

GENERAL NOTES

The following general notes shall be placed on all paving and drainage plans submitted to the District.

CBWCD GENERAL NOTES

- 1) The following General Notes are required by Central Broward Water Control District. They are not meant to be all inclusive, and it is the Engineer_of Records’ responsibility to add any notes which will inform the Owner and the Contractor of any additional requirement of the Central Broward Water Control District.
- 2) Any revisions to these plans must be approved by the Central Broward Water Control District prior to construction.
- 3) Bonds: Upon District Board of Commissioners approval of plans, but before construction can commence, the following items must be complied with:
 - A) Bond (cash or surety), in the District’s favor, must be posted in the amount of 110 percent of the developer’s Engineer of Record’s estimate of cost of construction of the paving and drainage works. (Subject to approval of the cost estimate by the District Secretary/Manager or District Engineer.)
 - B) Swales, lake/pond banks, slopes, canals, and other excavations shall be bonded separately from other drainage improvements and will be held by the District until successful completion. The amount of this separate bond will be determined by the District Board of Commissioners and by recommendation of the District Secretary/Manager.
 - C) The District’s Bond Form is the only form approved for use, and it shall be a recorded instrument. Release or reduction from the recorded instrument shall be the responsibility of the applicant.

EXHIBIT "J" - "CONTINUED"

- D) Bonds shall be provided by the principals of development only. Contractor or Sub-Contractor bonds are not acceptable.
- E) Upon successful completion of construction, and acceptance of "As-Builts/Record Drawings" by the District Board of Commissioners, a percentage of the performance bond as determined by the District may be released. The balance of bond shall remain in full force and effect for an additional twelve (12) months after final inspection and approval, unless supplemented by new bond forms in the required amounts and approved by the District Attorney.
- 4) Inspections: When construction is in progress, the District's Inspector will inspect the installation of drainage works, according to an inspection schedule established by the Board of Commissioners. Inspection must be made by District personnel before backfilling of any storm drain structures, pipes, exfiltration trenches, work in District canals, and before placement of asphalt or concrete pavement. Call (954) 432-5110 for an inspection appointment a minimum of twenty-four (24) hours in advance. All costs of periodic inspections of construction by the District shall be borne by the developer.
- 5) Limerock base course shall conform to the requirements of Section 911 of Florida Department of Transportation Standard Specifications, except the minimum percentage of carbonates of calcium and magnesium shall be sixty percent (60 %).
- 6) All muck and deleterious soils shall be removed from the top of bank to top of bank limits of dry detention/retention areas, and exfiltration trenches down to a minimum of five feet (5') below the water control elevation and replaced with suitable well-draining soils.
- 7) All nuisance vegetation shall be removed from within the project limits and within the portion of the CBWCD canal that falls within the property boundary. This also applies when the property abuts a roadway and the District canal is located on the opposite side of the road with respect to the property. In this case, nuisance vegetation shall be removed from the canal bank nearest the property line.
- 8) Existing storm sewers shall be cleaned from the point of connection with new storm sewers or drainage structures to the first existing structure upstream and downstream of the point of connection. Television inspection of the pipes shall be reviewed and certified that they are clean by the Engineer of Record prior to submittal of as-built drawings to the District.

EXHIBIT “J” – “CONTINUED”

- 9) The limits of any easement to be dedicated to the District shall be staked prior to installing trees to be located within three (3) feet of a District easement. The stakes shall remain in place until the site or landscape contractor verifies the intended plant location does not encroach into a District easement.
- 10) The District Secretary/Manager and District Engineer shall be notified prior to the submittal of as-built/record drawings of any encroachment within a District easement not expressly approved by the District Board of Commissioners.
- 11) As-Built Survey and Record Drawing: “As-Built” plans from the Surveyor of Record must be certified as “Record Drawings” by the Engineer of Record. The Surveyor’s certification shall include the last date of field data acquisition. The Engineer’s certification shall include the CBWCD permit compliance statement. As-Built drawings shall be provided as an overlay on the approved construction drawings at the same scale for comparison purposes. All references to “proposed” shall be struck through and replaced with the as-built condition. As-Built submittals shall follow the same format of general review as described in the Central Broward Water Control District’s *Stormwater Management Regulations, Standards, Procedures, and Design Criteria Manual*.
- 12) Lake/pond, canal, and dry detention/retention area as-builts will be cross-sectioned showing the designed section as dashed, as-built section as solid, and have the top of bank reference to the Lake/Canal Maintenance Easement. Spacing between each cross-section shall be such as to provide enough data to determine if the lake/pond/canal/dry detention/retention area was constructed as designed. The maximum spacing between cross sections shall be 100’.
- 13) The contractor shall provide stable and permanent elevation benchmarks on the top of each headwall cap for pipes discharging into District canals and driveway culverts along District canals. The benchmark elevation shall be based on North American Vertical Datum of 1988 (NAVD88) and include the datum reference using National Geodetic Survey benchmarks or Florida Department of Transportation benchmarks in NAVD88 and only converted back to National Geodetic Vertical Datum of 1929 (NGVD29). The other shall be based on NGVD29 and include the datum reference. Each headwall shall have one (1) NAVD88 and one (1) NGVD29 benchmark. Culverts connecting District canals only require one (1) benchmark per each pair of headwalls.
- 14) The Surveyor of Record shall annotate the benchmark elevations on the as-built drawing in the format provided by the District Engineer. The benchmark data shall also include a Northing/Easting coordinate at the center

EXHIBIT "J" - "CONTINUED"

of each headwall. The horizontal datum shall be based on State Plane, Florida East Zone, North American Datum of 1983/1990 (NAD83/90).

~~2) Central Broward Water Control District will be called 24 hours prior to back-filling of drainage trench and prior to the placement of asphalt. Call (954) 432-5110.~~

~~3) Any revisions to these plans must be approved by Central Broward Water Control District prior to construction.~~

~~4) Bonds and Inspections:~~

~~1) Bonds: Upon District Board of Commissioners approval of plans, but before construction can commence, the following items must be complied with:~~

~~A) Bond (cash or surety), in the District's favor, must be posted in the amount of 110 percent of the developer's engineer's (Engineer of Record) estimate of cost of construction of the paving and drainage works. (Subject to approval of the cost estimate by the District Engineers.)~~

~~B) All easements, deed restrictions, maintenance agreements, and deeds as required by the Board shall be presented to the District Secretary and Attorney for approval before recordation. All costs of recording the applicable instrument will be borne by the Developer.~~

~~C) Upon compliance with the conditions required by the Board for approval, and receipt of approved plans from the District Engineer, the District Secretary will mark the plans "Approved"; sign same and distribute the approved plans to the governmental agency involved, the developer, and the District files.~~

~~D) The District's Bond Form is the only form approved for use, and it shall be a recorded instrument. Release or reduction from the recorded instrument shall be the responsibility of the applicant.~~

~~— Bonds shall be provided by the principals of development only. Contractor or Sub-Contractor bonds are not acceptable.~~

EXHIBIT "J" - "CONTINUED"

~~Swales, lake banks, slopes, canals, and other excavations shall be bonded separately from other drainage improvements and will be held by the District until successful completion. The amount of this separate bond will be determined by the District Board of Commissioners and by recommendation of the District Secretary.~~

E) ~~"As-Built" plans from the Surveyor of Record that are certified as "Record Drawings" by the Engineer of Record will be required before acceptance of the completed project by the Board of Commissioners and release of performance bonds.~~

2) ~~Inspections: When construction is in progress, the District's Inspector will inspect the installation of drainage works, according to an inspection schedule established by the Board of Commissioners. Inspection must be made by District personnel of all underground storm drain facilities structures, pipes, exfiltration trenches, and placement of asphalt or concrete pavement before backfilling.; cCall (954) 432-5110 for an inspection appointment a minimum of twenty-four (24) hours in advance. All costs of periodic inspections of construction by the District shall be borne by the developer.~~

3)1) ~~Swales, lake banks, slopes, canals, and other excavations shall be bonded separately from other drainage improvements and will be held by the District until successful completion. The amount of this separate bond will be determined by the District Board of Commissioners and by recommendation of the District Secretary.~~

~~Existing storm sewers shall be cleaned from the point of connection with new storm sewers or drainage structures to the first existing structure upstream and downstream of the point of connection. Television inspection of the pipes shall be reviewed and certified that they are clean by the Engineer of Record prior to submittal of as-built drawings to the District.~~

4) ~~Certified "As-Built" plans from the Engineer of Record will be required before release of performance bonds. As-Built Survey and Record Drawing: "As-Built" plans from the Surveyor of Record must be certified as "Record Drawings" by the Engineer of Record. The Surveyor's certification shall include the last date of field data acquisition. The Engineer's certification shall include the CBWCD permit compliance statement. As-Built shall be provided as an overlay on the approved construction drawings at the same scale for comparison purposes. All references to "proposed" shall be struck through and replaced with the as-built condition. As-Built submittals shall follow the same format of Ggeneral Rreview as outlined in Section 3.2 (2) of~~

EXHIBIT "J" - "CONTINUED"

described in the Central Broward Water Control District's Stormwater Management Regulations, Standards, Procedures, and Design Criteria Manual.

15) Lake, and canal, and dry detention/retention area As-Builts will be cross-sectioned showing the designed section as dashed, As-Built section as solid, and have the top of bank reference to the Lake/Canal Maintenance Easement. Spacing between each cross-section shall be such as to provide enough data to determine if the lake/canal/dry detention/retention area was constructed as designed. The maximum spacing between cross sections shall be 100'.

5) Upon successful completion of construction, and acceptance of "As-Built/Record Drawings", a percentage of the performance bond as determined by the District Board, and retained by the District, may be released. The balance of bond shall remain in full force and effect for an additional twelve (12) months after final inspection and approval, unless supplemented by new bond forms in the required amounts and approved by the District Attorney.

EXHIBIT K [NEW EXHIBIT]
CONSTRUCTION TOLERANCES

Any portion of a stormwater management facility that is not within the allowable tolerance described below must be reconstructed, re-inspected by the engineer of record, and re-surveyed prior to submittal of as-built and record drawings. Maximum slope means the steepest allowable slope. All slope ratios are based on horizontal unit to vertical unit (H:V).

<u>CRITICAL STORMWATER MANAGEMENT FACILITY OR PROJECT COMPONENT</u>	<u>TOLERANCE</u>
<u>CANALS, LAKES AND WET DETENTION/RETENTION LAKES/PONDS</u>	
<u>Minimum average slope in any 100' section of waterfront for banks designed at a 4H:1V slopes</u>	<u>≥ 3.83.8:1</u>
<u>Minimum bank slope for banks designed at a 4H:1V slopes</u>	<u>≥ 3.60:1</u>
<u>Minimum average slope in any 100' section of waterfront for banks designed at a 5H:1V slopes</u>	<u>≥ 4.84.8:1</u>
<u>Minimum bank slope for banks designed at a 5H:1V slopes</u>	<u>≥ 4.60:1</u>
<u>Deviation from top of bank elevation</u>	<u>(-) 0.2'</u>
<u>Deviation above required from grade break at transition from shallow to steep slope at 3' below the water control elevation</u>	<u>(+) 0.5' (+) 0.2'</u>
<u>Deviation from required area at the water control elevation</u>	<u>(-) 1.0%</u>
<u>Minimum slope in any 100' section of canal or lake maintenance easement slope</u>	<u>≥ 4718.0:1</u>
<u>DRY DETENTION/RETENTION AREAS</u>	
<u>Minimum average slope in any 100' section of waterfront for banks designed at a 4H:1V slopes</u>	<u>≥ 3.8:1</u>
<u>Minimum bank slope for banks designed at a 4H:1V slopes</u>	<u>≥ 3.60:1</u>
<u>Deviation from top of bank</u>	<u>-0.2'</u>
<u>Deviation from bottom of dry detention/retention area</u>	<u>(+) to (-) 0.2'</u>
<u>CONTROL STRUCTURES AND EXFILTRATION TRENCHES</u>	
<u>Cast-in-place, pre-cast, pre-fabricated, or fabricated-in-place orifices and weirs (including grates if designed as an overflow weir or orifice) regarding elevations, lengths, widths, circumferences, or other design geometry. Includes components constructed using concrete, masonry, metallic, or non-metallic materials.</u>	<u>(+) to (-) 0.0417'</u>
<u>Exfiltration trench pipe invert</u>	<u>(+) to (-) 0.1'</u>
<u>PERIMETER BERMS AND FINISHED GRADES</u>	
<u>Minimum front and back side slope</u>	<u>≥ 2.802.70:1</u>
<u>Top width</u>	<u>(-) 0.2'</u>
<u>Minimum top of berm elevation</u>	<u>(-) 0.2'</u>
<u>Swale channel invert</u>	<u>(-) 0.2'</u>
<u>Deviation from minimum & maximum roadway, drive aisle, and parking space elevations</u>	<u>(+) to (-) 0.2' 0.1'</u>

1
2 Please return to:
3 Central Broward Water Control District
4 8020 Stirling Road
5 Hollywood, FL 33024
6

7
8
9 **CENTRAL BROWARD WATER CONTROL DISTRICT**
10 **SUBDIVIDER'S COMPLETION AGREEMENT**
11

12
13 KNOW ALL MEN BY THESE PRESENTS:
14

15
16 That _____,

17 Hereinafter called "Principal", whether one or more and _____,

18 a corporation duly authorized to issue letters of credit within the State of Florida, hereinafter called
19 "Bank", are held and firmly bound unto the CENTRAL BROWARD WATER CONTROL DISTRICT,
20 a political subdivision of the State of Florida, hereinafter called the "District", for the use of said
21 District in connection with improvements described in Exhibit "A", attached hereto and
22 incorporated herein in its entirety, (which improvements may consist of, but are not necessarily
23 limited to paving, curb and gutter grading, excavation, embankment, drainage culverts, and
24 appurtenances, or other similar improvements, whether specifically mentioned herein or not, and
25 whether or not particularly described by any attached documents) in the sum of
26 _____

27 (\$_____), lawful money of the United States of America. Said sum being one hundred
28 ten per cent (110%) of the estimated construction cost of the improvements described in Exhibit
29 "A" and which shall be prepared by a registered professional engineer in the State of Florida. Said
30 estimate being part of Exhibit "A", to be paid unto said District, its successors and assigns, to
31 which payment well and truly to be made we bind ourselves, our heirs, personal representatives,
32 successors and assigns, jointly and severally, firmly by these presents.

33 WHEREAS, the Bank has issued Letter of Credit No. _____ in the amount of \$ _____
34 dated _____ on behalf of Principal, hereinafter called "Letter of Credit".
35

36 NOW, THEREFORE, the condition of this obligation is such that if the Principal shall in all
37 respects fully comply with, carry out, construct, erect and build the improvements referred to in
38 Exhibit "A" hereof, in accordance with the aforesaid regulations of the District, the plans,
39 specifications and schedules covering said work, and such improved additions, amendments or
40 alterations as may be made in the plans, specifications and schedules for said work (it being
41 understood that the Principal shall remain bound under this Agreement although not informed of
42 any such additions, amendments or alterations), and shall complete all of said work on or before
43 _____, and shall pay all costs as incurred and billed by the District in connection
44 with the investigation, approval, and inspection of the improvements referred to in Exhibit "A"
45 hereof; then the Principal of this Agreement shall promptly repair or replace any of said
46 improvements to the original condition required by said District or any ordinances and regulations
47 thereof, as amended, should the same because of defective material, engineering and/or faulty
48 workmanship, require such repair or replacement within twelve (12) months after final inspection
49 and approval of said improvements by the District, then this obligation shall be void, otherwise
50 remaining in full force and effect. And the Principal on this Agreement, for value received, hereby
51 stipulates and agrees that no changes, extensions of time, alterations or additions to the work or
52 to the plans, specifications and schedules covering the same, or in the term or mode of payment
53 for the same shall in any way affect the liability of payment under this Agreement, and it does
54 hereby waive notice of any and all changes, extensions of time, alterations and additions to the
55 work or to the plans, specifications and schedules covering said work.

56 This Agreement shall be for the use and benefit of the District if it shall elect to proceed
57 with said work upon the failure or refusal of the Principal to do so by the date hereinabove
58 specified, or any subsequent extension date agreed to by the Principal and the District, or in the
59 event the Principal for any reason fails to complete the improvements described in Exhibit "A" to
60 this Agreement and may be enforced by the District in the manner authorized by law.

61 The Bank further agrees to notify the District a minimum of thirty (30) days prior to
62 cancellation or termination of the Letter of Credit. The Principal further agrees to notify the District
63 of any change in ownership of all or part of the property described in Exhibit "B" to this Agreement.

64 That the District will have the right and authority to enter upon and cross over the property
65 described in Exhibit "B" hereto for the purpose of inspecting these improvements, and in the event
66 that the District determines that the improvements are not being timely completed by the Principal,
67 notice will be given by the District to the Principal and the Principal will be given a period of fifteen

68 (15) days from and after the mailing of such notice within which to commence construction of the
69 improvements or obtain from the District, in writing, an extension, for good cause shown, of the
70 time within which the improvements will be completed, failing which the District may at its option
71 complete the improvements described in Exhibit "A" for and on behalf of the Principal.

72 That in the event the District is required to complete the improvements described in Exhibit
73 "A" on behalf of the Principal, then and in such event, the District shall be deemed to have a lien
74 against the property described in Exhibit "B" which lien shall be inferior only to any existing first
75 mortgage then encumbering said property, ad valorem taxes and such other liens, impositions
76 and assessments as may be given priority by applicable statutes, and said liens shall be for all
77 such costs incurred by the District together with interest thereon computed at ten per cent (10%)
78 per annum. In the further event that the District is required to foreclose this lien, then and in such
79 event, the District will be entitled to payment of any costs or attorney's fees incurred in connection
80 with such foreclosure or collection proceedings, whether suit be brought or not; and the Principal
81 and Bank, jointly and severally, shall be liable for same.

82
83 Should the Principal subdivide the property described in Exhibit "B" hereto, the Principal's
84 obligations under this Agreement to complete the improvements in Exhibit "A" shall devolve upon
85 the individual purchasers of the subdivided parcels, their heirs, successors and assigns, and shall
86 be a covenant to run with the land. Regardless of whether or not the Principal subdivides the
87 property described in Exhibit "B" hereto, their obligation to complete the improvements described
88 in Exhibit "A" hereto shall be binding upon its heirs, successors and assigns, regardless of how
89 their heirs, successors or assigns came into ownership and shall be a covenant running with the
90 land. If construction of the improvements described in Exhibit "A" attached hereto is not
91 substantially commenced within one (1) year from the date of this Agreement, the Principal shall
92 submit, prior to this one (1) year period, revised cost estimates to the District for review. Following
93 this review, if the District so requires, the Principal shall submit a revised Subdivider's Letter of
94 Credit based on the revised cost estimate. If the Principal fails to comply with this paragraph, this
95 Agreement shall be null and void and of no further force and effect and all previous approvals of
96 the District shall be cancelled effective one (1) year from the date of the Letter of Credit.

97 This agreement shall be governed by the laws of the State of Florida.

98 This agreement shall be placed upon the public records of Broward County, Florida, the
99 Principal to bear the cost.

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IN WITNESS WHEREOF, the Principal and Bank have caused these presents to be duly executed on this ____ day of _____, 20__.

Corporate Seal
Attest: _____

Principal
By: _____

Corporate Seal
Attest: _____

Bank
By: _____

120 **FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:**

121 STATE OF _____
122

123 COUNTY OF _____

124 The foregoing instrument was acknowledged before me by means of physical presence or
125 online notarization, this (date) _____ by (name of person
126 acknowledging) _____, who is personally
127 known to me or who has produced (type of identification) _____
128 as identification.

129
130 _____
131 (Signature of person taking acknowledgment)

132
133 _____
134 (Name typed, printed or stamped)

135
136 _____
137 (Title or rank)

138
139 _____
140 (Serial number, if any)

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144

145 **FOR A CORPORATION:**

146
147 STATE OF _____

148 COUNTY OF _____

149 The foregoing instrument was acknowledged before me by means of physical presence or
150 online notarization, this (date) _____ by (name of officer or agent,
151 title of officer or agent) _____,
152 of (name of corporation acknowledging) _____, a (state
153 or place of formation) _____ corporation, on behalf of the corporation.
154 He/She is personally known to me or has produced (type of identification) _____
155 _____ as identification.

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(Signature of person taking acknowledgment)

(Name typed, printed or stamped)

(Title or rank)

(Serial number, if any)

FOR A LIMITED LIABILITY COMPANY:

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this (date) _____ by (name of member, manager, officer or agent, title of member, manager, officer or agent) _____, of (name of corporation acknowledging) _____, a (state or place of formation) _____ limited liability company, on behalf of the company, who is personally known to me or who has produced (type of identification) _____ as identification.

(Signature of person taking acknowledgment)

(Name typed, printed or stamped)

(Title or rank)

(Serial number, if any)

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FOR A PARTNERSHIP:

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this (date) _____ by (name of partner or agent) _____, partner (or agent) on behalf of (name of partnership) _____ a partnership.

He/She is personally known to me or has produced (type of identification) _____ as identification.

(Signature of person taking acknowledgment)

(Name typed, printed or stamped)

(Title or rank)

(Serial number, if any)

1 Please return to:
2 Central Broward Water Control District
3 8020 Stirling Road
4 Hollywood, FL 33024
5

6
7
8 **CENTRAL BROWARD WATER CONTROL DISTRICT**
9 **SUBDIVIDER'S COMPLETION BOND**
10

11
12 KNOW ALL MEN BY THESE PRESENTS:
13

14
15 That _____,
16 Hereinafter called "Principal", whether one or more and _____,
17 located at _____,
18 a corporation duly authorized to operate a surety business within the State of Florida,
19 hereinafter called "Surety", are held and firmly bound unto the CENTRAL BROWARD WATER
20 CONTROL DISTRICT, a political subdivision of the State of Florida, hereinafter called the
21 "District", for the use of said District in connection with improvements described in Exhibit "A",
22 attached hereto and incorporated herein in its entirety, (which improvements may consist of, but
23 are not necessarily limited to paving, curb and gutter grading, excavation, embankment,
24 drainage culverts, and appurtenances, or other similar improvements, whether specifically
25 mentioned herein or not, and whether or not particularly described by any attached documents)
26 in the sum of _____
27 (\$_____), lawful money of the United States of America. Said sum being one
28 hundred ten per cent (110%) of the estimated construction cost of the improvements described
29 in Exhibit "A" and which shall be prepared by a registered professional engineer in the State of
30 Florida. Said estimate being part of Exhibit "A", to be paid unto said District, its successors and
31 assigns, to which payment well and truly to be made we bind ourselves, our heirs, personal
32 representatives, successors and assigns, jointly and severally, firmly by these presents.

33 NOW, THEREFORE, the condition of this obligation is such that if the Principal shall in
34 all respects fully comply with, carry out, construct, erect and build the improvements referred to
35 in Exhibit "A" hereof, in accordance with the aforesaid regulations of the District, the plans,
36 specifications and schedules

37 covering said work (it being understood that the Surety shall remain bound under this Bond),
38 and such improved additions, amendments or alterations as may be made in the plans,
39 specifications and schedules for said work (it being understood that the Principal shall remain
40 bound under this Agreement although not informed of any such additions, amendments or
41 alterations), and shall complete all of said work on or before _____, and shall
42 pay all costs as incurred and billed by the District in connection with the investigation, approval,
43 and inspection of the improvements referred to in Exhibit "A" hereof; then the Principal of this
44 Bond shall promptly repair or replace any of said improvements to the original condition required
45 by said District or any ordinances and regulations thereof, as amended, should the same
46 because of defective material, engineering and/or faulty workmanship, require such repair or
47 replacement within twelve (12) months after final inspection and approval of said improvements
48 by the District, then this obligation shall be void, otherwise remaining in full force and effect. And
49 the Surety on this Bond, for value received, hereby stipulates and agrees that no changes,
50 extensions of time, alterations or additions to the work or to the plans, specifications and
51 schedules covering the same, or in the term or mode of payment for the same shall in any way
52 affect the liability of payment under this Bond, and it does hereby waive notice of any and all
53 changes, extensions of time, alterations and additions to the work or to the plans, specifications
54 and schedules covering said work.

55 This Bond shall be for the use and benefit of the District if it shall elect to proceed with
56 said work upon the failure or refusal of the Principal to do so by the date hereinabove specified,
57 or any subsequent extension date agreed to by the Principal and the District, or in the event the
58 Principal for any reason fails to complete the improvements described in Exhibit "A" to this
59 Agreement and may be enforced by the District in the manner authorized by law.

60 The Surety further agrees to notify the District a minimum of thirty (30) days prior to
61 cancellation or termination of the Bond. The Principal further agrees to notify the District of any
62 change in ownership of all or part of the property described in Exhibit "B" to this Agreement.

63 That the District will have the right and authority to enter upon and cross over the
64 property described in Exhibit "B" hereto for the purpose of inspecting these improvements, and
65 in the event that the District determines that the improvements are not being timely completed
66 by the Principal, notice will be given by the District to the Principal and Surety and the Principal
67 and/or Surety will be given a period of fifteen (15) days from and after the mailing of such notice
68 within which to commence construction of the improvements or obtain from the District, in
69 writing, an extension, for good cause shown, of the time within which the improvements will be

70 completed, failing which the District may at its option complete the improvements described in
71 Exhibit "A" for and on behalf of the Surety.

72 That in the event the District is required to complete the improvements described in
73 Exhibit "A" on behalf of the Principal and Surety, then and in such event, the District shall be
74 deemed to have a lien against the property described in Exhibit "B" which lien shall be inferior
75 only to any existing first mortgage then encumbering said property, ad valorem taxes and such
76 other liens, impositions and assessments as may be given priority by applicable statutes, and
77 said liens shall be for all such costs incurred by the District together with interest thereon
78 computed at ten per cent (10%) per annum. In the further event that the District is required to
79 foreclose this lien, then and in such event, the District will be entitled to payment of any costs or
80 attorney's fees incurred in connection with such foreclosure or collection proceedings, whether
81 suit be brought or not; and the Principal and Surety, jointly and severally, shall be liable for
82 same.

83 Should the Principal subdivide the property described in Exhibit "B" hereto, the
84 Principal's obligations under this Bond to complete the improvements in Exhibit "A" shall
85 devolve upon the individual purchasers of the subdivided parcels, their heirs, successors and
86 assigns, and shall be a covenant to run with the land. Regardless of whether or not the
87 Principal subdivides the property described in Exhibit "B" hereto, their obligation to complete the
88 improvements described in Exhibit "A" hereto shall be binding upon its heirs, successors and
89 assigns, regardless of how their heirs, successors or assigns came into ownership and shall be
90 a covenant running with the land.

91 If construction of the improvements described in Exhibit "A" attached hereto is not
92 substantially commenced within one (1) year from the date of this Bond, the Principal shall
93 submit, prior to this one (1) year period, revised cost estimates to the District for review.
94 Following this review, if the District so requires, the Principal shall submit a revised Subdivider's
95 Completion Bond based on the revised cost estimate to the District for review. If the Principal
96 fails to comply with this paragraph, this Bond shall be null and void and of no further force and
97 effect and all previous approvals of the District shall be cancelled effective one (1) year from the
98 date of the Bond.

99 This Subdivider's Completion Bond shall be governed by the laws of the State of Florida.
100 Venue shall be in Broward County, Florida for any dispute.

101 This Subdivider's Completion Bond shall be placed upon the public records of Broward
102 County, Florida, the Principal to bear the cost.

103 IN WITNESS WHEREOF, the Principal and Surety have caused these presents to be duly
104 executed on this ___ day of _____, 20____.

105

106

107 Principal

108 Corporate Seal

109

110

111 By: _____

112

113

114 Attest: _____

115

116

117 Surety

118 Corporate Seal

119

120

121 By: _____

122 PRINT _____

123 Address _____

124 _____

125 Telephone _____

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129

130 Attest: _____

131

132

133 **FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:**

134
135 STATE OF _____

136 COUNTY OF _____

137 The foregoing instrument was acknowledged before me by means of physical
138 presence or online notarization, this (date)_____ by (name of
139 person acknowledging) _____,who is personally
140 known to me or who has produced (type of identification)_____

141 as identification.
142
143 _____
144 (Signature of person taking acknowledgment)

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146 _____
147 (Name typed, printed or stamped)

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149 _____
150 (Title or rank)

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152 _____
153 (Serial number, if any)

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155 _____
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158 **FOR A CORPORATION:**

159
160 STATE OF _____

161 COUNTY OF _____

162 The foregoing instrument was acknowledged before me by means of physical
163 presence or online notarization, this (date)_____ by (name of officer or agent,
164 title of officer or agent)_____,
165 of (name of corporation acknowledging)_____,a (state
166 or place of formation)_____ corporation, on behalf of the corporation.
167 He/She is personally known to me or has produced (type of identification)_____

168 _____ as identification.
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(Signature of person taking acknowledgment)

(Name typed, printed or stamped)

(Title or rank)

(Serial number, if any)

FOR A LIMITED LIABILITY COMPANY:

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this (date)_____ by (name of member, manager, officer or agent, title of member, manager, officer or agent)_____
_____, of (name of corporation acknowledging)_____, a (state or place of formation)_____ limited liability company, on behalf of the company, who is personally known to me or who has produced (type of identification) _____ as identification.

(Signature of person taking acknowledgment)

(Name typed, printed or stamped)

(Title or rank)

(Serial number, if any)

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FOR A PARTNERSHIP:

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this (date)_____ by (name of partner or agent) _____, partner (or agent) on behalf of (name of partnership)_____ a partnership.

He/She is personally known to me or has produced (type of identification)_____ as identification.

(Signature of person taking acknowledgment)

(Name typed, printed or stamped)

(Title or rank)

(Serial number, if any)

Prepared By:

Return to:

RELEASE OF SUBDIVIDER'S COMPLETION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

That CENTRAL BROWARD WATER CONTROL DISTRICT, a political subdivision existing under the laws of the State of Florida, the owner and holder of a certain Subdivider's Completion Agreement executed by _____ as Principal, and by _____ as Bank, to CENTRAL BROWARD WATER CONTROL DISTRICT being dated the _____ day of _____, 20 _____, recorded in Official Records Book _____ Page _____ in the Office of the County Administrator of Broward County, State of Florida, for the sum of _____ dollars and certain promises and obligations set forth in said State and County described as follows, to wit:

Hereby acknowledges that all obligations under the aforestated Subdivider's Completion Agreement have been satisfied and that said Subdivider's Completion Agreement is hereafter of no force and effect.

IN WITNESS WHEREOF, the said CENTRAL BROWARD WATER CONTROL DISTRICT has caused these presents to be executed in its name and its official seal affixed hereto by its proper officers thereunto duly authorized, the _____ day of _____, 20_____.

Corporate Seal

CENTRAL BROWARD WATER CONTROL DISTRICT

BY: _____
Secretary

Signed, sealed and delivered

in the presence of:

~~STATE OF FLORIDA~~

~~COUNTY OF BROWARD~~

~~I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid, to take acknowledgments, personally appeared _____, well known to me to be the Secretary of the CENTRAL BROWARD WATER CONTROL DISTRICT, a political subdivision of the State of Florida, and that he does acknowledge executing the same in the presence of two subscribing witnesses, freely and voluntarily under authority duly vested in them by said CENTRAL BROWARD WATER CONTROL DISTRICT, and that the seal affixed thereto is the true seal of said CENTRAL BROWARD WATER CONTROL DISTRICT.~~

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

~~My Commission Expires:~~

~~Notary Public—State of Florida~~

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____ (month), ____ (year), by _____ (name of person) as _____ (type of authority e.g. officer, trustee, attorney in fact) for CENTRAL BROWARD WATER CONTROL DISTRICT, a political subdivision of the State of Florida.

Exhibit M

March 6, 2020

Page 22 of 2

(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known
Produced Identification
Type of Identification Produced

1 Prepared by and return to:
2 Central Broward Water Control District
3 8020 Stirling Road
4 Hollywood, FL 33024
5 954-432-5110
6

7
8

9 FOLIO NO.:

10 **CANAL EASEMENT**

11

12 THIS CANAL EASEMENT is granted this _____ day of _____, 20____,
13 by _____,
14 a _____, Company, whose address is
15 _____, hereinafter referred to as
16 “Grantor” to **CENTRAL BROWARD WATER CONTROL DISTRICT**, a political subdivision of
17 the State of Florida, located at 8020 Stirling Road, (Davie) Hollywood, Florida 33024, hereinafter
18 referred to as “District”.

19

WITNESSETH

20 That the Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and
21 other good and valuable consideration, the receipt whereof is hereby acknowledged, does
22 hereby grant and convey:

23 To District, its successors and assigns, a perpetual and non-exclusive canal easement
24 over, across, through and upon a portion of the following described real property located in the
25 Central Broward Water Control District, County of Broward, State of Florida, to wit:

26 SEE EXHIBIT “A” ATTACHED (“Grantor’s Property”).

27 together with the right to construct, reconstruct, remove, maintain, operate, improve, add to, and
28 repair such facilities and appurtenances in or on said real property which may be required for
29 the full enjoyment of the rights herein granted; the right of ingress and egress to personnel and
30 equipment to the canal and abutting real property at all times; the right to keep the land cleared
31 of obstructions within the easement area; and further providing that the Grantor shall not erect
32 or place any building, tree or other improvement on the above-described real property.

33 The portion of Exhibit “A” comprising the easement is described in Exhibit “B” attached (“Canal
34 Easement”).

35 Grantor hereby acknowledges that he/she/it is the fee simple owner of the real property as
36 described in Exhibit "A".

37 Grantor may, for its own purposes, utilize the easement area and shall retain a right of free
38 ingress and egress under, over and upon the easement area; provided that, in no event, shall
39 any of the rights of ingress and egress reserved to Grantor impede the easement herein granted
40 or restrict the exercise of the rights of use there under by District.

41 The provision of the easement shall be binding on the parties hereto and their respective
42 successors and assigns as a covenant running with the land and binding upon the servient
43 estate.

44 The easement shall not be released or amended without consent of the District as evidenced by
45 a document signed with the same formalities as this document.

46 This document shall be recorded in the Public Records of Broward County, Florida, the Grantor
47 to bear the cost. Grantor shall bear the cost of attorney and engineering fees incurred by
48 District in the application for this easement.

49 IN WITNESS WHEREOF, Grantor has executed this instrument on the ____ day of _____,
50 20____.

51

52 Signed, sealed and
53 delivered in the presence of: GRANTOR

54

55 Witnesses:

56

57 _____ By: _____

58 Sign above, print name below

59

60 _____ Print Name: _____

61

62 _____

63 Sign above, print name below Date: _____

64

65 _____

66 **FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:**

67
68 STATE OF _____

69 COUNTY OF _____

70 The foregoing instrument was acknowledged before me by means of physical presence or
71 online notarization, this (date) _____ by (name of person
72 acknowledging) _____, who is personally
73 known to me or who has produced (type of identification) _____
74 as identification.

75
76 _____
77 (Signature of person taking acknowledgment)

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79 _____
80 (Name typed, printed or stamped)

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82 _____
83 (Title or rank)

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85 _____
86 (Serial number, if any)
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89 _____

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91 **FOR A CORPORATION:**

92
93 STATE OF _____

94 COUNTY OF _____

95 The foregoing instrument was acknowledged before me by means of physical presence or
96 online notarization, this (date) _____ by (name of officer or agent,
97 title of officer or agent) _____,
98 of (name of corporation acknowledging) _____, a (state
99 or place of formation) _____ corporation, on behalf of the corporation.
100 He/She is personally known to me or has produced (type of identification) _____
101 _____ as identification.
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(Signature of person taking acknowledgment)

(Name typed, printed or stamped)

(Title or rank)

(Serial number, if any)

FOR A LIMITED LIABILITY COMPANY:

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this (date) _____ by (name of member, manager, officer or agent, title of member, manager, officer or agent) _____, of (name of corporation acknowledging) _____, a (state or place of formation) _____ limited liability company, on behalf of the company, who is personally known to me or who has produced (type of identification) _____ as identification.

(Signature of person taking acknowledgment)

(Name typed, printed or stamped)

(Title or rank)

(Serial number, if any)

149 **FOR A PARTNERSHIP:**

150
151 STATE OF _____

152 COUNTY OF _____

153 The foregoing instrument was acknowledged before me by means of physical presence or
154 online notarization, this (date) _____ by (name of partner or agent)
155 _____, partner (or agent) on behalf of
156 (name of partnership) _____ a partnership.

157 He/She is personally known to me or has produced (type of identification) _____
158 _____ as identification.

159
160 _____
161 (Signature of person taking acknowledgment)

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163 _____
164 (Name typed, printed or stamped)

165
166 _____
167 (Title or rank)

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169 _____
170 (Serial number, if any)

171
172 _____

173 _____

1 Prepared By and Return To:
2 Central Broward Water Control District
3 8020 Stirling Road
4 Hollywood, FL 33024
5 954-432-5110
6

7
8

9 Folio No.:

10
11
12

CANAL MAINTENANCE EASEMENT

13 THIS CANAL MAINTENANCE EASEMENT is granted this _____ day of
14 _____, 20_____, by _____,
15 a _____ Company, whose address is _____
16 _____, hereinafter referred to as "Grantor" to **CENTRAL**
17 **BROWARD WATER CONTROL DISTRICT**, a political subdivision of the State of Florida,
18 located at 8020 Stirling Road, (Davie) Hollywood, Florida 33024, hereinafter referred to as
19 "District".

20

W I T N E S S E T H:

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

24 To District, its successors and assigns, a perpetual and non-exclusive canal
25 maintenance easement for ingress, egress and access to and maintenance of an adjacent canal
26 together with any appurtenances incidental and necessary thereto, over, across, through and
27 upon the real property, owned in fee simple by Grantor and located in the Central Broward
28 Water Control District, County of Broward, State of Florida, to wit:

29 SEE EXHIBIT "A" ATTACHED ("Grantor's Property").

30 for the purposes necessary, convenient or incidental to or in connection with the construction
31 and operation of drainage system and appurtenances thereto. This easement is inclusive of the
32 right to traverse with equipment across the eased area to accomplish said maintenance.

33 The portion of Exhibit "A" comprising the easement is described in Exhibit "B", attached, ("Canal
34 Maintenance Easement Area").
35

36 This Easement is subject to the following terms, conditions and covenants:

37 1. Although the easement granted to the District herein is non-exclusive, should any
38 easement over the Canal Maintenance Easement Area be granted, subsequent to the date of
39 this easement, the holder of any such subsequent easement shall be required to obtain
40 approval from the District for the use of the Canal Maintenance Easement Area. Such approval
41 by the District shall not be unreasonably withheld, denied or delayed.

42 2. No improvements, trees, landscaping or encroachments including utilities shall be
43 placed within the Canal Maintenance Easement Area without the approval of and a permit from
44 District, which approval will not be unreasonably withheld or delayed.

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

47 4. Grantor acknowledges that Grantor and Grantor's successors and assigns shall be
48 responsible for maintenance or repair of the Canal Maintenance Easement Area, including the
49 canal bank slope and that District shall have the right, but not the obligation, to maintain or
50 repair said Canal Maintenance Easement Area.

51 5. Grantor acknowledges that in the event the District incurs any expenses in maintaining
52 or repairing the Canal Maintenance Easement Area or the adjacent canal area as a result of
53 Grantor's failure to maintain or repair such area, Grantor and Grantor's successors and assigns
54 shall reimburse District for reasonable expenses including attorney's fees and costs to collect
55 said expenses. However, before incurring any expenses, except in an emergency, District shall
56 provide written notice to Grantor at least five (5) working days prior to performing any work to
57 maintain or repair the Canal Maintenance Easement Area or the adjacent canal area. During
58 such period of time, Grantor or Grantor's successors and assigns may perform the work
59 proposed by District or notify District that Grantor will perform said work to District's
60 requirements in a reasonable period of time.

61 6. At the request of the Grantor, District shall provide an estoppel letter from time to time
62 confirming whether any outstanding amounts are due by Grantor to District under this
63 Easement.

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NOTE: This Canal Maintenance Easement is subject to the terms and provisions of a Maintenance and Indemnification Agreement between the Grantor and District that will be recorded in the Broward County Public Records.

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

Signed, sealed and delivered in the presence of:

“Grantor”

Witness Signature

Witness Printed Name

Witness Signature

Witness Printed Name

By: _____

Name and Title

89 **FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:**

90
91 STATE OF _____

92 COUNTY OF _____

93 The foregoing instrument was acknowledged before me by means of physical
94 presence or online notarization, this (date) _____ by (name of person
95 acknowledging) _____, who is personally
96 known to me or who has produced (type of identification) _____
97 as identification.

98
99 _____
100 (Signature of person taking acknowledgment)

101
102 _____
103 (Name typed, printed or stamped)

104
105 _____
106 (Title or rank)

107
108 _____
109 (Serial number, if any)

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112
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114 **FOR A CORPORATION:**

115
116 STATE OF _____

117 COUNTY OF _____

118 The foregoing instrument was acknowledged before me by means of physical
119 presence or online notarization, this (date) _____ by (name of officer or agent,
120 title of officer or agent) _____,
121 of (name of corporation acknowledging) _____, a (state
122 or place of formation) _____ corporation, on behalf of the corporation.
123 He/She is personally known to me or has produced (type of identification) _____
124 _____ as identification.

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(Signature of person taking acknowledgment)

(Name typed, printed or stamped)

(Title or rank)

(Serial number, if any)

FOR A LIMITED LIABILITY COMPANY:

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this (date)_____ by (name of member, manager, officer or agent, title of member, manager, officer or agent)_____
_____, of (name of corporation acknowledging)_____, a (state or place of formation)_____ limited liability company, on behalf of the company, who is personally known to me or who has produced (type of identification) _____ as identification.

(Signature of person taking acknowledgment)

(Name typed, printed or stamped)

(Title or rank)

(Serial number, if any)

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FOR A PARTNERSHIP:

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this (date) _____ by (name of partner or agent) _____, partner (or agent) on behalf of (name of partnership) _____ a partnership.

He/She is personally known to me or has produced (type of identification) _____ as identification.

(Signature of person taking acknowledgment)

(Name typed, printed or stamped)

(Title or rank)

(Serial number, if any)

1 Prepared By and Return To:
2 Central Broward Water Control District
3 8020 Stirling Road
4 Hollywood, FL 33024
5 954-432-5110
6
7
8

9 Folio No.:
10

11 **DRAINAGE, FLOWAGE AND STORAGE EASEMENT**
12
13

14 THIS DRAINAGE, FLOWAGE AND STORAGE EASEMENT is granted this _____ day
15 of _____, 20____, by _____, a _____ Company,
16 whose address is _____, hereinafter referred to as "Grantor" to
17 **CENTRAL BROWARD WATER CONTROL DISTRICT**, a political subdivision of the State of
18 Florida, located at 8020 Stirling Road (Davie) Hollywood, Florida 33024, hereinafter referred to
19 as "District".

20 WITNESSETH:

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

24 To District, its successors and assigns, a perpetual and non-exclusive Drainage,
25 Flowage and Storage Easement for the drainage, flowage and storage of stormwater, and
26 construction and maintenance of a lakelake/pond, together with any necessary appurtenances
27 incidental and necessary thereto, over, across and through the real property, owned by Grantor
28 in fee simple and legally described in Exhibit "A" attached hereto and made a part hereof ,
29 ("Grantor's Property"), together with ingress and egress across said Drainage, Flowage and
30 Storage Easement Area for the purpose of constructing, maintaining and repairing the
31 lakelake/pond, drainage system and appurtenances contained therein and to make a proper
32 and adequate drainage system that District, its successors and assigns may establish.

33 The portion of Exhibit "A" comprising the easement is described in Exhibit "B", attached,
34 ("Drainage, Flowage and Storage Easement").
35

36 This Easement is subject to the following terms, conditions and covenants:

37 1. Although the easement granted to the District herein is non-exclusive, should any
38 easements over the Drainage, Flowage and Storage Easement Area be granted, subsequent to
39 the date of this easement, the holder of any such subsequent easement shall be required to
40 obtain approval from the District for the use of the Drainage, Flowage and Storage Easement
41 Area. Such approval by the District shall not be unreasonably withheld or delayed.

42 2. Grantor acknowledges that the Drainage, Flowage and Storage Easement Area will be
43 used for drainage from Grantor's property and for drainage of property adjacent thereto.

44 3. No improvements, trees, landscaping or encroachments including utilities shall be
45 placed within the Drainage, Flowage and Storage Easement Area without the approval of and a
46 permit from the District, which approval shall not be unreasonably withheld, denied or delayed.

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

49 5. Grantor acknowledges that Grantor and Grantor's successors and assigns shall be
50 responsible for construction, maintenance, and repair of the lake/pond and all drainage
51 facilities constructed within the Drainage, Flowage and Storage Easement Area and that District
52 shall have the right but not the obligation to maintain or repair said lake/pond, drainage
53 facilities within the Drainage, Flowage and Storage Easement Area.

54 6. Grantor acknowledges and affirms that Grantor shall be responsible for maintaining the
55 lake/pond bank slope located within the limits of the Exhibit "A" property and on the Exhibit
56 "B" property from the Exhibit "B" property to the lake/pond deep cut line, which is defined as
57 the bank slope beginning at three feet below the District's water control elevation. Any erosion
58 or change in grade of the lake/pond bank slope from design grade within the limits of the
59 Exhibit "B" property and lake/pond deep cut line shall be repaired/corrected by the Grantor
60 to the satisfaction of the District.

61 7. Grantor acknowledges that in the event the District incurs any expenses in maintaining
62 the lake/pond and/or drainage facilities within the Drainage, Flowage and Storage
63 Easement Area, Grantor and Grantor's successors and assigns shall reimburse District for said
64 expenses including attorney's fees and costs to collect said expenses. However, before
65 incurring any expenses, except in an emergency, District shall provide written notice to Grantor

66 at least five (5) working days prior to performing any work to maintain or repair said drainage
67 facilities. During this period of time, Grantor and Grantor's successors and assigns may
68 perform the work proposed by District or notify District that Grantor will perform said work to
69 District's requirements in a reasonable period of time.

70 8. This Easement is subject to the Drainage, Flowage and Storage Easement Area
71 remaining in perpetuity as a ~~lake~~lake/pond area.

72 9. At the request of the Grantor, District shall provide an estoppel letter from time to time
73 confirming whether any outstanding amounts are due by Grantor to District under this
74 Easement.

75 **NOTE: This Drainage, Flowage and Storage Easement is subject to the terms and**
76 **provisions of a Maintenance and Indemnification Agreement between the Grantor and**
77 **District that will be recorded in the Broward County Public Records.**

78 IN WITNESS WHEREOF, the said Grantor has caused this presents to be signed in its name by
79 their proper officer, the day and year above written.

80

81 Signed, sealed and delivered in the presence of: "Grantor"

82

83 _____
84 Witness Signature

85

86 _____
87 Witness Printed Name

88

89 _____
90 Witness Signature

91

92 _____
93 Witness Printed Name

94

By: _____

Name and Title

95 **FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:**

96 STATE OF _____
97

98 COUNTY OF _____

99 The foregoing instrument was acknowledged before me by means of physical
100 presence or online notarization, this (date)_____ by (name of person
101 acknowledging) _____,who is personally
102 known to me or who has produced (type of identification)_____ as
103 identification.

104
105 _____
106 (Signature of person taking acknowledgment)

107
108 _____
109 (Name typed, printed or stamped)

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111 _____
112 (Title or rank)

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114 _____
115 (Serial number, if any)

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120 **FOR A CORPORATION:**

121
122 STATE OF _____

123 COUNTY OF _____

124 The foregoing instrument was acknowledged before me by means of physical
125 presence or online notarization, this (date)_____ by (name of officer or agent,
126 title of officer or agent)_____,
127 of (name of corporation acknowledging)_____,a (state
128 or place of formation)_____ corporation, on behalf of the corporation.
129 He/She is personally known to me or has produced (type of identification)_____
130 _____ as identification.

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(Signature of person taking acknowledgment)

(Name typed, printed or stamped)

(Title or rank)

(Serial number, if any)

FOR A LIMITED LIABILITY COMPANY:

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this (date)_____ by (name of member, manager, officer or agent, title of member, manager, officer or agent)_____ _____, of (name of corporation acknowledging)_____, a (state or place of formation)_____ limited liability company, on behalf of the company, who is personally known to me or who has produced (type of identification) _____ as identification.

(Signature of person taking acknowledgment)

(Name typed, printed or stamped)

(Title or rank)

(Serial number, if any)

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FOR A PARTNERSHIP:

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this (date) _____ by (name of partner or agent) _____, partner (or agent) on behalf of (name of partnership) _____ a partnership.

He/She is personally known to me or has produced (type of identification) _____ as identification.

(Signature of person taking acknowledgment)

(Name typed, printed or stamped)

(Title or rank)

(Serial number, if any)

1 Prepared By and Return To:
2 Central Broward Water Control District
3 8020 Stirling Road
4 Hollywood, FL 33024
5 954-432-5110
6

7
8

9 Folio No.:

10
11
12

LAKE MAINTENANCE EASEMENT

13 THIS LAKE MAINTENANCE EASEMENT is granted this _____ day of
14 _____, 20____, by _____, a _____ Company,
15 whose address is _____, hereinafter referred to as "Grantor" to
16 **CENTRAL BROWARD WATER CONTROL DISTRICT**, a political subdivision of the State of
17 Florida, located at 8020 Stirling Road, (Davie) Hollywood, Florida 33024, hereinafter referred to
18 as "District".

19

W I T N E S S E T H:

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

23 To District, its successors and assigns, a perpetual and non-exclusive lake maintenance
24 easement for ingress, egress and access to and maintenance of an adjacent ~~lake~~lake/pond
25 together with any appurtenances incidental and necessary thereto, over, across, through and
26 upon the real property, owned in fee simple by Grantor and located in the Central Broward
27 Water Control District, County of Broward, State of Florida, to wit:

28 SEE EXHIBIT "A" ATTACHED for the purposes necessary, convenient or incidental to or in
29 connection with the construction and operation of the drainage system and appurtenances
30 thereto. This easement is inclusive of the right to traverse with equipment across the eased area
31 to accomplish said maintenance. The portion of Exhibit "A" comprising the easement is
32 described in Exhibit "B", attached, ("Lake Maintenance Easement Area").

33

34 This Easement is subject to the following terms, conditions and covenants:

35 1. Although the easement granted to the District herein is non-exclusive, should any
36 easement over the Lake Maintenance Easement Area be granted, subsequent to the date of
37 this easement, the holder of any such subsequent easement shall be required to obtain
38 approval from the District for the use of the Lake Maintenance Easement Area. Such approval
39 by the District shall not be unreasonably withheld, denied or delayed.

40 2. No improvements, trees, landscaping or encroachments including utilities shall be
41 placed within the Lake Maintenance Easement Area without the approval of and a permit from
42 District, which approval will not be unreasonably withheld or delayed.

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

45 4. Grantor acknowledges that Grantor and Grantor's successors and assigns shall be
46 responsible for maintenance or repair of the Lake Maintenance Easement Area including the
47 ~~lake~~lake/pond bank slope and that District shall have the right but not the obligation to maintain
48 or repair said Lake Maintenance Easement Area.

49 5. Grantor acknowledges that in the event the District incurs any expenses in maintaining
50 or repairing the Lake Maintenance Easement Area or the adjacent ~~lake~~lake/pond area as a
51 result of Grantor's failure to maintain or repair such area, Grantor and Grantor's successors and
52 assigns shall reimburse District for reasonable expenses including attorney's fees and costs to
53 collect said expenses. However, before incurring any expenses, except in an emergency,
54 District shall provide written notice to Grantor at least five (5) working days prior to performing
55 any work to maintain or repair the Lake Maintenance Easement Area or the adjacent
56 ~~lake~~lake/pond area. During such period of time, Grantor or Grantor's successors and assigns
57 may perform the work proposed by District or notify District that Grantor will perform said work
58 to District's requirements in a reasonable period of time.

59 6. At the request of the Grantor, District shall provide an estoppel letter from time to time
60 confirming whether any outstanding amounts are due by Grantor to District under this
61 Easement.

62

63 **NOTE: This Lake Maintenance Easement is subject to the terms and provisions of a**
64 **Maintenance and Indemnification Agreement between the Grantor and District that will be**
65 **recorded in the Broward County Public Records.**

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

68 Signed, sealed and delivered in the presence of:

69

70

“Grantor”

71

72 Witness Signature

73

74

75 Witness Printed Name

76

77

78 Witness Signature

79

80

81 Witness Printed Name

82

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By: _____

Name and Title

88 **FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:**

89

90 STATE OF _____

91 COUNTY OF _____

92 The foregoing instrument was acknowledged before me by means of physical presence or
93 online notarization, this (date) _____ by (name of person acknowledging) _____
94 _____, who is personally known to me or who has
95 produced (type of identification) _____ as identification.

96

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(Signature of person taking acknowledgment)

100

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(Name typed, printed or stamped)

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103

104

(Title or rank)

105

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(Serial number, if any)

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112 **FOR A CORPORATION:**

113

114 STATE OF _____

115 COUNTY OF _____

116 The foregoing instrument was acknowledged before me by means of physical presence or
117 online notarization, this (date) _____ by (name of officer or agent,
118 title of officer or agent) _____,
119 of (name of corporation acknowledging) _____, a (state
120 or place of formation) _____ corporation, on behalf of the corporation.
121 He/She is personally known to me or has produced (type of identification) _____
122 _____ as identification.

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(Signature of person taking acknowledgment)

(Name typed, printed or stamped)

(Title or rank)

(Serial number, if any)

FOR A LIMITED LIABILITY COMPANY:

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this (date) _____ by (name of member, manager, officer or agent, title of member, manager, officer or agent) _____, of (name of corporation acknowledging) _____, a (state or place of formation) _____ limited liability company, on behalf of the company, who is personally known to me or who has produced (type of identification) _____ as identification.

(Signature of person taking acknowledgment)

(Name typed, printed or stamped)

(Title or rank)

(Serial number, if any)

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FOR A PARTNERSHIP:

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this (date) _____ by (name of partner or agent) _____, partner (or agent) on behalf of (name of partnership) _____ a partnership.

He/She is personally known to me or has produced (type of identification) _____ as identification.

(Signature of person taking acknowledgment)

(Name typed, printed or stamped)

(Title or rank)

(Serial number, if any)

1 Prepared By and Return To:
2 Central Broward Water Control District
3 8020 Stirling Road
4 Hollywood, FL 33024
5 954-432-5110
6

7

8

9 Folio No.:

10

11

DRAINAGE EASEMENT AGREEMENT

12

13 THIS DRAINAGE EASEMENT is granted this _____ day of _____,
14 20____, by _____, a _____ Company, whose
15 address is _____, hereinafter referred to as "Grantor" to
16 **CENTRAL BROWARD WATER CONTROL DISTRICT**, a political subdivision of the State of
17 Florida, located at 8020 Stirling Road, (Davie) Hollywood, Florida 33024, hereinafter referred to
18 as "District".

19

WITNESSETH:

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

23 To District, its successors and assigns, a perpetual and non-exclusive drainage easement
24 for the construction and maintenance of drainage facilities, together with any necessary
25 appurtenances incidental and necessary thereto, over, across, upon and through a portion of the
26 following described real property, owned in fee simple by the Grantor and located in the Central
27 Broward Water Control District, County of Broward, State of Florida, to wit:

28 SEE EXHIBIT "A" ATTACHED ("Grantor's Property").

29 together with the right to construct, reconstruct, remove, maintain, operate, improve, add to and
30 repair the drainage system and appurtenances contained therein.

31 The portion of Exhibit "A" comprising the easement is described in Exhibit "B", attached,
32 ("Drainage Easement Area").

33

34 This Easement is subject to the following terms, conditions and covenants:

35 1. Although the easement granted to the District herein is non-exclusive, should any
36 easements over the Drainage Easement Area be granted, subsequent to the date of this
37 easement, the holder of any such subsequent easement shall be required to obtain approval from
38 the District for the use of the Drainage Easement Area. Such approval by the District shall not be
39 unreasonably withheld, denied or delayed.

40 2. Grantor acknowledges that the Drainage Easement Area will be used for drainage from
41 Grantors property which is further described on Exhibit "A", attached hereto, and for drainage of
42 property adjacent thereto.

43 3. No improvements, trees, landscaping or encroachments, including utilities, shall be placed
44 within the Drainage Easement Area without the approval of and a permit from the District, which
45 approval shall not be unreasonably withheld, denied or delayed.

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

48 5. Grantor acknowledges that Grantor and Grantor's successors and assigns shall be
49 responsible for construction, maintenance, and repair of all drainage facilities constructed within
50 the Drainage Easement Area and that District shall have the right but not the obligation to
51 construct, maintain, or repair said drainage facilities and Drainage Easement Area.

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

60 7. At the request of the Grantor, District shall provide an estoppel letter from time to time
61 confirming whether any outstanding amounts are due by Grantor to District under this Easement.

62

63 **NOTE: This Drainage Easement is subject to the terms and provisions of a Maintenance**
64 **and Indemnification Agreement between the Grantor and District that will be recorded in**
65 **the Broward County Public Records.**

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

68 Signed, sealed and delivered in the presence of:

69 "Grantor"

70
71 _____
72 Witness Signature

73
74 _____
75 Witness Printed Name

76
77 _____
78 Witness Signature

79
80 _____
81 Witness Printed Name

82
83
84

By: _____

Name and Title

85 **FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:**

86
87 STATE OF _____

88 COUNTY OF _____

89 The foregoing instrument was acknowledged before me by means of physical presence
90 or online notarization, this (date) _____ by (name of person
91 acknowledging) _____, who is personally
92 known to me or who has produced (type of identification) _____
93 as identification.

94
95 _____
96 (Signature of person taking acknowledgment)

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98 _____
99 (Name typed, printed or stamped)

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101 _____
102 (Title or rank)

103
104 _____
105 (Serial number, if any)

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110 **FOR A CORPORATION:**

111
112 STATE OF _____

113 COUNTY OF _____

114 The foregoing instrument was acknowledged before me by means of physical presence
115 or online notarization, this (date) _____ by (name of officer or agent,
116 title of officer or agent) _____,
117 of (name of corporation acknowledging) _____, a (state
118 or place of formation) _____ corporation, on behalf of the corporation.
119 He/She is personally known to me or has produced (type of identification) _____
120 _____ as identification.

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(Signature of person taking acknowledgment)

(Name typed, printed or stamped)

(Title or rank)

(Serial number, if any)

FOR A LIMITED LIABILITY COMPANY:

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this (date)_____ by (name of member, manager, officer or agent, title of member, manager, officer or agent)_____
_____, of (name of corporation acknowledging)_____, a (state or place of formation)_____ limited liability company, on behalf of the company, who is personally known to me or who has produced (type of identification) _____ as identification.

(Signature of person taking acknowledgment)

(Name typed, printed or stamped)

(Title or rank)

(Serial number, if any)

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FOR A PARTNERSHIP:

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this (date) _____ by (name of partner or agent) _____, partner (or agent) on behalf of (name of partnership) _____ a partnership.

He/She is personally known to me or has produced (type of identification) _____ as identification.

(Signature of person taking acknowledgment)

(Name typed, printed or stamped)

(Title or rank)

(Serial number, if any)

1 Folio No.:

2

3

4

INGRESS/EGRESS EASEMENT

5

6 THIS INGRESS/EGRESS EASEMENT is granted this ____ day of _____,

7 20__, by, _____, a _____ Company, whose address is

8 _____, hereinafter referred to as "Grantor" to **CENTRAL BROWARD**

9 **WATER CONTROL DISTRICT**, a political subdivision of the State of Florida, located at 8020

10 Stirling Road, (Davie) Hollywood, Florida, 33024, hereinafter referred to as "District".

11

WITNESSETH:

12 That the Grantor, for and in consideration of the sum of ten dollars (\$10.00) and other

13 good and valuable consideration in hand paid by District, the receipt whereof is hereby

14 acknowledged, does hereby grant and convey:

15 To District, its successors and assigns, a non-exclusive ingress/egress easement for

16 access to and, as may be the case, from the Drainage Easement, Drainage, Flowage and

17 Storage Easement, Lake Maintenance Easement, Canal Easement and Canal Maintenance

18 Easement dedicated to District and located on or adjacent to the property, owned in fee simple

19 by the Grantor, located in the Central Broward Water Control District, County of Broward, State

20 of Florida, to wit:

21 SEE EXHIBIT "A" ATTACHED ("Grantor's Property") over, across and through the property

22 described on Exhibit "A" together with ingress, egress and regress across said lands for the

23 purpose of obtaining access to and from the aforescribed easements and

24 drainage/stormwater management improvements contained therein. The portion of Exhibit "A"

25 comprising the easement is described in Exhibit "B", attached ("Ingress/Egress Easement

26 Area").

27

28 **NOTE: This Ingress/Egress Easement is subject to the terms and provisions of a**
29 **Maintenance and Indemnification Agreement between the Grantor and District that will be**
30 **recorded in the Broward County Public Records.**

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

33

34 Signed, sealed and delivered in the presence of:

35

36

Grantor:

37

38

39 _____

Witness signature

40

By: _____

41

Name and Title

42

43 _____

43

44

45 _____

46

47

48 _____

49

50

Witness printed name

51 **FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:**

52
53 STATE OF _____

54 COUNTY OF _____

55 The foregoing instrument was acknowledged before me by means of physical
56 presence or online notarization, this (date)_____ by (name of person
57 acknowledging) _____,who is personally
58 known to me or who has produced (type of identification)_____ as
59 identification.

60
61 _____
62 (Signature of person taking acknowledgment)

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64 _____
65 (Name typed, printed or stamped)

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67 _____
68 (Title or rank)

69
70 _____
71 (Serial number, if any)

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76 **FOR A CORPORATION:**

77
78 STATE OF _____

79 COUNTY OF _____

80 The foregoing instrument was acknowledged before me by means of physical
81 presence or online notarization, this (date)_____ by (name of officer or agent,
82 title of officer or agent)_____,
83 of (name of corporation acknowledging)_____,a (state
84 or place of formation)_____ corporation, on behalf of the corporation.
85 He/She is personally known to me or has produced (type of identification)_____ as
86 _____ as identification.

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(Signature of person taking acknowledgment)

(Name typed, printed or stamped)

(Title or rank)

(Serial number, if any)

FOR A LIMITED LIABILITY COMPANY:

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this (date)_____ by (name of member, manager, officer or agent, title of member, manager, officer or agent)_____ _____, of (name of corporation acknowledging)_____, a (state or place of formation)_____ limited liability company, on behalf of the company, who is personally known to me or who has produced (type of identification) _____ as identification.

(Signature of person taking acknowledgment)

(Name typed, printed or stamped)

(Title or rank)

(Serial number, if any)

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FOR A PARTNERSHIP:

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this (date) _____ by (name of partner or agent) _____, partner (or agent) on behalf of (name of partnership) _____ a partnership.

He/She is personally known to me or has produced (type of identification) _____ as identification.

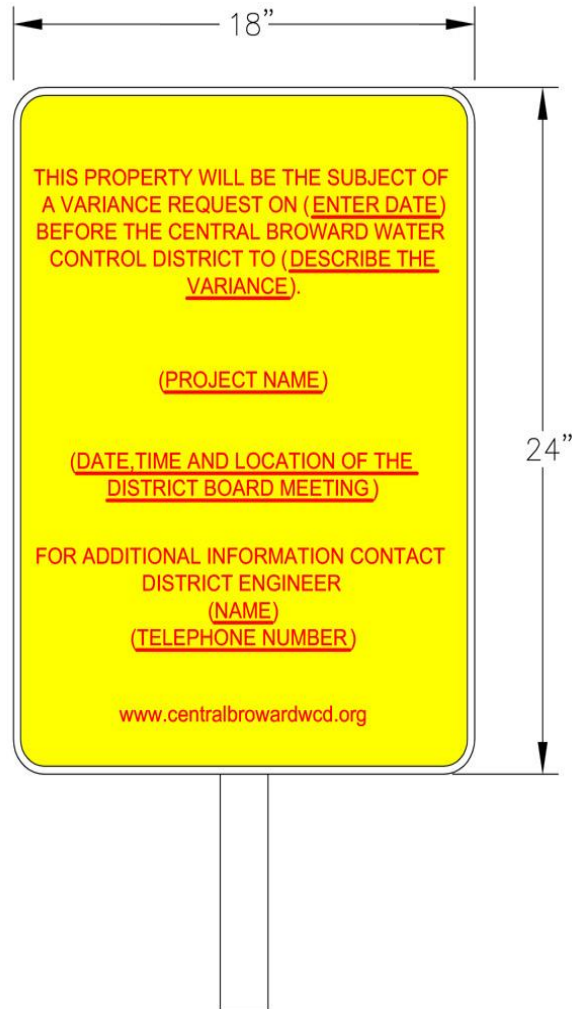
(Signature of person taking acknowledgment)

(Name typed, printed or stamped)

(Title or rank)

(Serial number, if any)

EXHIBIT O



CBWCD VARIANCE SIGN DETAIL

NOTES:

1. THE SIGNS SHALL BE DOUBLE SIDED AND MADE OF WEATHER RESISTANT MATERIAL ON A YELLOW BACKGROUND.
2. SIGNS SHALL BE POSTED ALONG EACH STREET FRONTAGE OF THE SUBJECT PROPERTY AND SHALL BE VISIBLE FROM THE STREET.
3. THE SIGNS SHALL BE POSTED BY THE APPLICANT ON THE SUBJECT PROPERTY FOURTEEN (14) DAYS PRIOR TO THE BOARD OF COMMISSIONERS MEETING DATE FOR THE VARIANCE REQUEST.
4. ALL SIGNS SHALL BE BE REMOVED BY THE APPLICANT WITHIN SEVEN (7) DAYS AFTER THE BOARD OF COMMISSIONERS MEETING DATE.

PLEASE RETURN TO:
Central Broward Water Control District
8020 Stirling Road
Hollywood, Florida 33024

MAINTENANCE AGREEMENT

CBWCD Permit No.: W- _____

CBWCD Application No.: _____

THIS AGREEMENT made and entered into this _____ day of _____ 20____,
by and between CENTRAL BROWARD WATER CONTROL DISTRICT a political subdivision of
the State of Florida, hereinafter referred to as "The District," and
_____, a _____
qualified to do business in the State of Florida hereinafter referred to as "The Developer".

RECITAL

- A. The District is a political subdivision of the State of Florida charged with the responsibility of effecting drainage within its geographical boundaries.
- B. The Developer is a _____ developing that project known as, _____, which development is situated entirely within the geographical boundaries of the District.
- C. As a part of the development of _____ intends to install ~~lakes~~ lakes/ponds, canals, underground storage and treatments systems, dry retention/detention areas, drainage pipes and other types of water courses for storm water management including floodplain storage, conveyance and treatment.
- D. The District requires that such storm water facilities be properly maintained and the Developer has agreed to affect such maintenance and the parties desire to reduce such agreement to writing.

NOW, THEREFORE, in consideration of the mutual promises each to the other running, and other good and valuable consideration, the parties agree as follows:

- A. The Developer shall be responsible for and shall bear the cost of maintaining in good condition, as the same is hereinafter defined, all ~~lakes~~ lakes/ponds, canals, swales, retention/detention areas, berms, grading, exfiltration trenches, control structures, catch basins, manholes, headwalls, underground storage systems, sodded banks, aquatic plants, retaining walls, drainage pipes and drainage channels, hereinafter

PLEASE RETURN TO:
Central Broward Water Control District
8020 Stirling Road
Hollywood, Florida 33024

- 31 collectively referred to as "storm water facilities", which may be on or about the real
32 property described on Exhibit "A" attached hereto.
- 33 B. The Developer shall also be responsible for the constant maintenance and care for
34 areas designated for RETENTION, DETENTION, and TREATMENT quantitatively
35 described in Exhibit "B" attached hereto. Said Exhibit "B" shall be prepared by a
36 registered Professional Engineer in the State of Florida.
- 37 C. That "good condition" shall be that standard of care and maintenance as may be
38 established from time to time by the District and shall be deemed to include, but not
39 limited to, the control of weeds and other nuisance and invasive vegetation, control
40 of erosion, and the maintenance of slopes, depth, aquatic vegetation, sodded
41 slopes, and percolation capacity of seepage areas.
- 42 D. That the District will have the right and authority to enter upon and cross over the
43 property described on Exhibit "A" hereto for the purpose of inspecting the storm
44 water facilities, and in the event that the District determines that the maintenance of
45 said storm water facilities do not meet the standards established by the District,
46 notice will be given by the District, to the Developer and the Developer will be given
47 a period of 15 days from and after the mailing of such notice within which to remedy
48 such defect or obtain from the District, in writing, an extension, for good cause
49 shown, of the time within which to remedy such defect, failing either of the foregoing,
50 the District may, at its option, correct such defect for and on behalf of the developer.
- 51 E. That in the event that the District is required to perform such maintenance on behalf
52 of the Developer, then and in such event, the District shall be deemed to have a lien
53 against the Developer's property, which lien will be inferior only to any existing first
54 mortgage then encumbering said property, ad valorem taxes, and such other liens,
55 impositions and assessments as may be given priority by applicable statutes, and
56 said liens shall be for all reasonable costs incurred by the District together with
57 interest thereon computed at 18 percent (18%) per annum. Any lien pursuant to this
58 paragraph shall be effective upon recording in the Broward County Public Records.
59 In the further event that the District is required to foreclose its lien, the and in such
60 event, the District will be entitled additionally to receive its reasonable attorney fees
61 and costs expended in connection with such foreclosure or collection procedure.

PLEASE RETURN TO:
Central Broward Water Control District
8020 Stirling Road
Hollywood, Florida 33024

62 F. The Developer has acquired the stormwater management permits as required by
63 the District and acknowledges that said permits shall be renewed every five years
64 from the date the permit is issued pursuant to the District's regulations and any
65 amendments thereto based on the following inspection schedule:

66 a. Above-ground wet and dry retention/detention systems, drainage structures
67 and piping, water control structures, outfall structures, perimeter berms and
68 aquatic vegetation: every five years

69 b. Underground storage systems, exfiltration trenches, and other seepage
70 systems: every year.

71 Each inspection shall be performed by a registered Professional Engineer. The five-
72 year renewal shall include a certification statement from the Professional Engineer
73 and include the appropriate documentation from each inspection event per the
74 frequencies described above. Actual inspection and reporting frequencies will be
75 documented in the permit conditions as necessary based on site-specific operational
76 and maintenance requirements.

77 G. Should the Developer subdivide the property described on Exhibit "A" hereto, the
78 Developer's obligation to maintain shall devolve upon the individual purchasers or
79 the subdivided parcels, their heirs, successors, and assigns, and shall be a covenant
80 to run with the land. Regardless of whether or not the Developer subdivides such
81 property, their obligation to maintain shall be binding upon its heirs, successors, and
82 assigns, and shall be a covenant running with the land.

83 H. Whenever either party desires to give notice unto the other, it must be given by
84 written notice, sent by registered United States mail, with return receipt requested,
85 addressed to the party for whom it is intended, at the place last specified, and the
86 place for giving notice shall remain such until it shall have been changed by written
87 notice in compliance with the provisions of this Article. For the present, the parties
88 designate the following as the respective places for giving of notice, to-wit:

89
90
91

PLEASE RETURN TO:
Central Broward Water Control District
8020 Stirling Road
Hollywood, Florida 33024

92 For the Developer:

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97 For the District:

98 Mike Crowley, District Manager

99 Central Broward Water Control District

100 8020 Stirling Road

101 Hollywood, Florida 33024

102

103

104 I. Amendment. No modification, amendment, or alteration of the terms and conditions
105 contained herein shall be effective unless contained in a written document executed
106 with the same formality and of equal dignity herewith.

107 J. Assignment. The Developer shall not transfer, assign or subcontract the activities
108 provided for in this Agreement without the prior written consent of the District.

109 K. Compliance with Laws. The Developer shall, without additional expense to the
110 District, be responsible for obtaining any necessary licenses and for complying with
111 any and all applicable federal, state, county and municipal laws, codes and
112 regulations in connection with the performance of the activities described herein.

113 L. Third Party Beneficiaries. Neither the Developer nor the District intend to directly or
114 substantially benefit a third party by this Agreement. Therefore, the parties agree
115 that there are no third-party beneficiaries to this Agreement and that no third party
116 shall be entitled to assert a claim against either of them based upon this Agreement.
117 The parties expressly acknowledge that it is not their intent to create any rights or
118 obligations in any third person or entity under this Agreement.

119 M. Waiver of Breach. Failure by either party to enforce any provision of this Agreement
120 shall not be deemed a waiver of such provision or modification of this Agreement. A
121 waiver of any breach of a provision of this Agreement shall not be deemed a waiver
122 of any subsequent breach and shall not be construed to be a modification of the
123 terms of this Agreement.

PLEASE RETURN TO:
Central Broward Water Control District
8020 Stirling Road
Hollywood, Florida 33024

124 N. Indemnification. Developer agrees to indemnify and hold District harmless, to extent
125 provided by law, from any and all liability incurred now or in the future as a result of
126 any injury, death or property damages because of the existence of or the failure to
127 maintain the encroachment.

128 O. Severance. In the event this Agreement or a portion of this Agreement is found by
129 a court of competent jurisdiction to be invalid, the remaining provisions shall continue
130 to be effective unless either party elects to terminate this Agreement. The election
131 to terminate this Agreement based upon this provision shall be made within seven
132 (7) days after the finding by the court becomes final.

133 P. Joint Preparation. The parties hereto acknowledge that they have sought and
134 received whatever competent advice and counsel as was necessary for them to form
135 a full and complete understanding of all rights and obligations herein and that the
136 preparation of this Agreement has been a joint effort of the parties, the language has
137 been agreed to by parties to express their mutual intent and the resulting document
138 shall not, solely as a matter of judicial construction, be construed more severely
139 against one of the parties than the other.

140 Q. Prior Agreements. This document incorporates and includes all prior negotiations,
141 correspondence, conversations, agreements, and understandings applicable to the
142 matters contained herein and the parties agree that there are no commitments,
143 agreements or understandings concerning the subject matter of this Agreement that
144 are not contained in this document. Accordingly, the parties agree that no deviation
145 from the terms hereof shall be predicated upon any prior representations or
146 agreements, whether oral or written.

147 R. Applicable Law and Venue. This Agreement shall be interpreted and construed in
148 accordance with and governed by the laws of the State of Florida. Any controversies
149 or legal problems arising out of this Agreement and any action involving the
150 enforcement or interpretation of any rights hereunder shall be submitted to the
151 jurisdiction of the State courts of the Seventeenth judicial Circuit of Broward County,
152 Florida. By entering into this Agreement, the parties hereby expressly waive any
153 rights either party may have to a trial by jury of any civil litigation related to, or arising

PLEASE RETURN TO:
Central Broward Water Control District
8020 Stirling Road
Hollywood, Florida 33024

154 out of this Agreement. In any action to enforce the terms of this Agreement, whether
155 suit be brought or not, the prevailing party shall be entitled to reasonable attorney's
156 fees and costs.

157 S. This agreement shall be placed of record among the Public Records of Broward
158 County, Florida, the Developer to bear the cost.

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

161 Witness by: CENTRAL BROWARD WATER CONTROL DISTRICT

162
163 _____ By _____
164 Manager/Secretary and/or Chair/Vice Chair
165

166
167 (SEAL)
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170
171 _____
172 As to District
173

174 WITNESSES:
175

176
177 _____
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179 _____

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182
183 _____ By _____
184 As to Developer President
185

186 (SEAL)
187
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189
190 Attest _____
191 Secretary
192
193

PLEASE RETURN TO:
Central Broward Water Control District
8020 Stirling Road
Hollywood, Florida 33024

194 **FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:**

195
196 STATE OF _____

197 COUNTY OF _____

198 The foregoing instrument was acknowledged before me by means of physical presence
199 or online notarization, this (date) _____ by (name of person
200 acknowledging) _____, who is personally
201 known to me or who has produced (type of identification) _____
202 as identification.

203
204 _____
205 (Signature of person taking acknowledgment)

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207 _____
208 (Name typed, printed or stamped)

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210 _____
211 (Title or rank)

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213 _____
214 (Serial number, if any)

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217
218 **FOR A CORPORATION:**

219
220 STATE OF _____

221 COUNTY OF _____

222 The foregoing instrument was acknowledged before me by means of physical presence
223 or online notarization, this (date) _____ by (name of officer or agent,
224 title of officer or agent) _____,
225 of (name of corporation acknowledging) _____, a (state
226 or place of formation) _____ corporation, on behalf of the corporation.
227 He/She is personally known to me or has produced (type of identification) _____
228 _____ as identification.

229 _____ (Continued on next page)

PLEASE RETURN TO:
Central Broward Water Control District
8020 Stirling Road
Hollywood, Florida 33024

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(Signature of person taking acknowledgment)

(Name typed, printed or stamped)

(Title or rank)

(Serial number, if any)

FOR A LIMITED LIABILITY COMPANY:

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this (date)_____ by (name of member, manager, officer or agent, title of member, manager, officer or agent)_____
_____, of (name of corporation acknowledging)_____, a (state or place of formation)_____ limited liability company, on behalf of the company, who is personally known to me or who has produced (type of identification) _____ as identification.

(Signature of person taking acknowledgment)

(Name typed, printed or stamped)

(Title or rank)

(Serial number, if any)

PLEASE RETURN TO:
Central Broward Water Control District
8020 Stirling Road
Hollywood, Florida 33024

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FOR A PARTNERSHIP:

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence
or online notarization, this (date) _____ by (name of partner or agent)
_____, partner (or agent) on behalf of
(name of partnership) _____ a partnership.

He/She is personally known to me or has produced (type of identification) _____
_____ as identification.

(Signature of person taking acknowledgment)

(Name typed, printed or stamped)

(Title or rank)

(Serial number, if any)

PLEASE RETURN TO:
Central Broward Water Control District
8020 Stirling Road
Hollywood, Florida 33024

301
302 EXHIBIT "A" ATTACHED TO AND MADE A PART OF THAT CERTAIN MAINTENANCE
303 AGREEMENT BY AND BETWEEN CENTRAL BROWARD WATER CONTROL DISTRICT AND
304 _____, DATED _____, 20 _____.
305

306 LEGAL DESCRIPTION
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APPLICATION NO.
PERMIT NO.
For District Use Only

**APPLICATION FOR STORMWATER MANAGEMENT
PERMIT**

CENTRAL BROWARD WATER CONTROL DISTRICT

TO: Board of Commissioners
 Central Broward Water Control District
 8020 Stirling Road
 Hollywood, Florida 33024
 Phone: (954) 432-5110
 Fax: (954) 432-8603

TYPE OF PERMIT REQUESTED: [] Plat [] New Paving and Drainage Stormwater Management (SWM)
 Permit [] Modification of Existing Paving and Drainage SWM Permit [] SWM Permit Renewal [] Work
 within District Right-of-Way

PROJECT TITLE _____

STREET ADDRESS (if known) _____

LOCATION: 1/4 Section _____ Section _____ Township _____ Range _____
 Plat _____ Book _____ Page _____ Folio Number(s) _____

PURPOSE _____ ZONING _____
 _____ (Residential, Agricultural, Commercial, etc.)

JURISDICTION _____
 (City of..., Town of..., etc.)

PROJECT SIZE (Acres) _____ Total Acres (Per Survey) _____

PROPERTY OWNER _____
 ADDRESS _____
 CITY _____ STATE _____ ZIP _____ PHONE _____
 FAX _____ EMAIL _____

DEVELOPER/APPLICANT _____
 ADDRESS _____
 CITY _____ STATE _____ ZIP _____ PHONE _____
 FAX _____ EMAIL _____

FINANCIAL RESPONSIBILITY FOR BILLING _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____ PHONE _____

FAX _____ EMAIL _____

PROJECT ENGINEER _____ AGENCY CORPORATION _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____ PHONE _____

FAX _____ EMAIL _____

PROPOSED RESPONSIBLE OPERATION & MAINTENANCE ENTITY AFTER CONSTRUCTION

ADDRESS _____

CITY _____ STATE _____ ZIP _____ PHONE _____ FAX _____

PROJECT IS: _____ PROPOSED _____ EXISTING _____ TO BE MODIFIED

PROJECT CONSTRUCTION TO BE PHASED Y N LAKE/POND EXISTING ON SITE Y N

DATE CONSTRUCTION/ALTERATION IS EXPECTED TO START _____ & TO BE COMPLETED _____

Continued on next page

RECEIVING WATERS FOR PROJECT DRAINAGE AND/OR EXISTING DRAINAGE SYSTEM JURISDICTIONAL AUTHORITY _____

NOTE: To be considered a complete permit application, this form must be attached to the affidavit of ownership and the supporting documentation required by the Stormwater Management Regulations, Standards, Procedures, and Design Criteria manual of the Central Broward Water Control District, latest edition. **Construction of this project must be commenced within 18 months from the date of approval; otherwise a new surface-stormwater management permit application and permit application fee must be submitted for review and approval by Central Broward Water Control District.**

DESCRIBE IN GENERAL TERMS THE PROPOSED PROJECT, SYSTEM, OR ACTIVITY; INCLUDING PROPOSED USE OF DISTRICT RIGHT-OF-WAY: _____

Owner _____ or Authorized Agent _____
(Complete the Agent Authorization must be in writing section)

[If the owner or applicant is a non-individual entity required by statute or rule to register with the State of Florida Secretary of State, it must be registered, and the person signing the application must have the legal authority to bind the entity with the terms, conditions, and liabilities associated with such application and subsequent permit, if issued. Further, any such entity must maintain their registration with the State of Florida Secretary of State for the duration of the permitted activities.]

By signing this application form, I am applying for the permit according to the supporting data and other incidental information filed with this application. I am familiar with the information contained in this application and represent that such information is true, complete and accurate. I agree to provide entry to the project site for employees of the Central Broward Water Control District and employees of the District Engineer's company with proper identification or documents from the Central Broward Water Control District for the purpose of making preliminary on-site analyses. Further, I agree to provide entry to the project site for such employees to monitor permitted work if a permit is granted. I understand this is an application and not a permit, and that work prior to approval is a violation. I understand that this application and any permit issued pursuant thereto does not relieve me of any obligation for obtaining any other required federal, state, water management district, or local permit prior to commencement of construction. I agree to operate and maintain the permitted system unless the District authorizes transfer of the permit to a responsible operation entity.

STATE OF FLORIDA _____)
COUNTY OF BROWARD)

~~Before me personally appeared _____ as _____ of _____ to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged to and before me that _____ executed said instrument for the purpose expressed.~~

WITNESS my hand and official seal this _____ day of _____, 20_____.

NOTARY PUBLIC, STATE OF FLORIDA

My Commission Expires: _____

Owner _____ or Applicant or Authorized Agent _____
(Complete the Agent Authorization section)

FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this (date) _____ by (name of person acknowledging) _____, who is personally known to me or who has produced (type of identification) _____ as identification.

(Signature of person taking acknowledgment)

(Name typed, printed or stamped)

(Title or rank)

(Serial number, if any)

FOR A CORPORATION:

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this (date) _____ by (name of officer or agent, title of officer or agent) _____, of (name of corporation acknowledging) _____, a (state or place of formation) _____ corporation, on behalf of the corporation. He/She is personally known to me or has produced (type of identification) _____ as identification.

(Signature of person taking acknowledgment)

(Name typed, printed or stamped)

(Title or rank)

(Serial number, if any)

FOR A LIMITED LIABILITY COMPANY:

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this (date) _____ by (name of member, manager, officer or agent, title of member, manager, officer or agent) _____

_____, of (name of corporation acknowledging)

_____, a (state or place of formation) _____ limited liability company, on behalf of the company, who

is personally known to me or who has produced (type of identification) _____

_____ as identification.

(Signature of person taking acknowledgment)

(Name typed, printed or stamped)

(Title or rank)

(Serial number, if any)

FOR A PARTNERSHIP:

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this (date) _____ by (name of partner or agent) _____, partner (or agent) on behalf of (name of partnership) _____ a partnership.

He/She is personally known to me or has produced (type of identification) _____ as identification.

(Signature of person taking acknowledgment)

(Name typed, printed or stamped)

(Title or rank)

(Serial number, if any)

AFFIDAVIT AS TO OWNERSHIP OF PROPERTY

STATE OF FLORIDA)
)ss.
COUNTY OF BROWARD)

BEFORE ME, the undersigned authority personally appeared _____, who, after being duly sworn, deposes and states the following:

1. That I am the _____ of _____, a _____.
2. That I am authorized to sign this affidavit regarding ownership of the property described herein by _____.
3. That _____ is the owner of real property lying, being, and situated in Broward County, Florida, in the geographical boundaries of the Central Broward Water Control District, a political subdivision of the State of Florida.
4. That the legal description of the aforestated property is: _____

5. That the following individuals or entities are holding mortgages, liens, leases or other encumbrances affecting the aforescribed property (List name, address, and description of encumbrance): _____

6. That no other individuals or entities have any ownership interest in the above-described real property except for those named herein and signing this affidavit.
7. That the undersigned acknowledges that the Central Broward Water Control District has or will be relying on the contents of this affidavit regarding the ownership of the aforescribed property and encumbrances thereon in the preparation of permits, maintenance agreements and other agreements which have been or will be entered into between the owner(s) and the Central Broward Water Control District.
8. That the owner(s) will be developing the property described herein and until the improvements on this property have been completed and accepted by the Central Broward Water Control District, the undersigned acknowledges that they will notify the Central Broward Water Control District of any changes in ownership of the property described herein within five (5) days of such change in ownership.

9. That the undersigned acknowledges that this affidavit may be recorded in the Public Records of Broward County, Florida and that prior to the acceptance of any improvements constructed on the property described herein, the owner and its successors, assigns, and grantees shall keep the Central Broward Water Control District notified of the status of ownership of this property.

FURTHER AFFIANT SAYETH NAUGHT.

IN WITNESS WHEREOF, _____, as the
of _____, the owner of the property described herein have hereunto set their
hand(s) and seal(s) the ____ day of _____, 20_____.

Signed, sealed, and delivered
In the presence of:

OWNER

By: _____

STATE OF FLORIDA

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of physical presence or
online notarization, this _____ day of _____, 20_____ by (name of
person making statement) _____.

Signature of Notary Public – State of
Florida

Print, Type of Stamp Commissioned Name
of Notary Public

Personally Known
Produced Identification
Type of Identification Produced _____

AGENT AUTHORIZATION SECTION

AGENT'S NAME _____
COMPANY _____
ADDRESS _____
CITY _____ STATE _____ ZIP _____ PHONE _____
FAX _____ EMAIL _____

I authorize the agent listed above to negotiate modifications or revisions, when necessary, and accept or assent to any stipulations on my behalf.

Owner's Signature _____ Date _____
Owner's Name _____

Agent's Signature _____ Date _____
Agent's Name _____

AGENT'S NOTARIZATION

STATE OF FLORIDA _____)
COUNTY OF BROWARD)

Before me personally appeared _____ as AGENT of _____ to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged to and before me that _____ executed said instrument for the purpose expressed.

WITNESS my hand and official seal this _____ day of _____, 20_____.

NOTARY PUBLIC, STATE OF FLORIDA

My Commission Expires: _____

FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this (date) _____ by (name of person acknowledging) _____, who is personally known to me or who has produced (type of identification) _____

as identification.

(Signature of person taking acknowledgment)

(Name typed, printed or stamped)

(Title or rank)

(Serial number, if any)

FOR A CORPORATION:

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this (date) _____ by (name of officer or agent, title of officer or agent) _____,

of (name of corporation acknowledging) _____, a (state or place of formation) _____ corporation, on behalf of the corporation.

He/She is personally known to me or has produced (type of identification) _____

_____ as identification.

(Signature of person taking acknowledgment)

(Name typed, printed or stamped)

(Title or rank)

(Serial number, if any)

FOR A LIMITED LIABILITY COMPANY:

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this (date) _____ by (name of member, manager, officer or agent, title of member, manager, officer or agent) _____

_____, of (name of corporation acknowledging) _____, a (state or place of formation) _____ limited liability company, on behalf of the company, who is personally known to me or who has produced (type of identification) _____ as identification.

(Signature of person taking acknowledgment)

(Name typed, printed or stamped)

(Title or rank)

(Serial number, if any)

FOR A PARTNERSHIP:

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this (date) _____ by (name of partner or agent) _____

_____, partner (or agent) on behalf of (name of partnership) _____ a partnership.

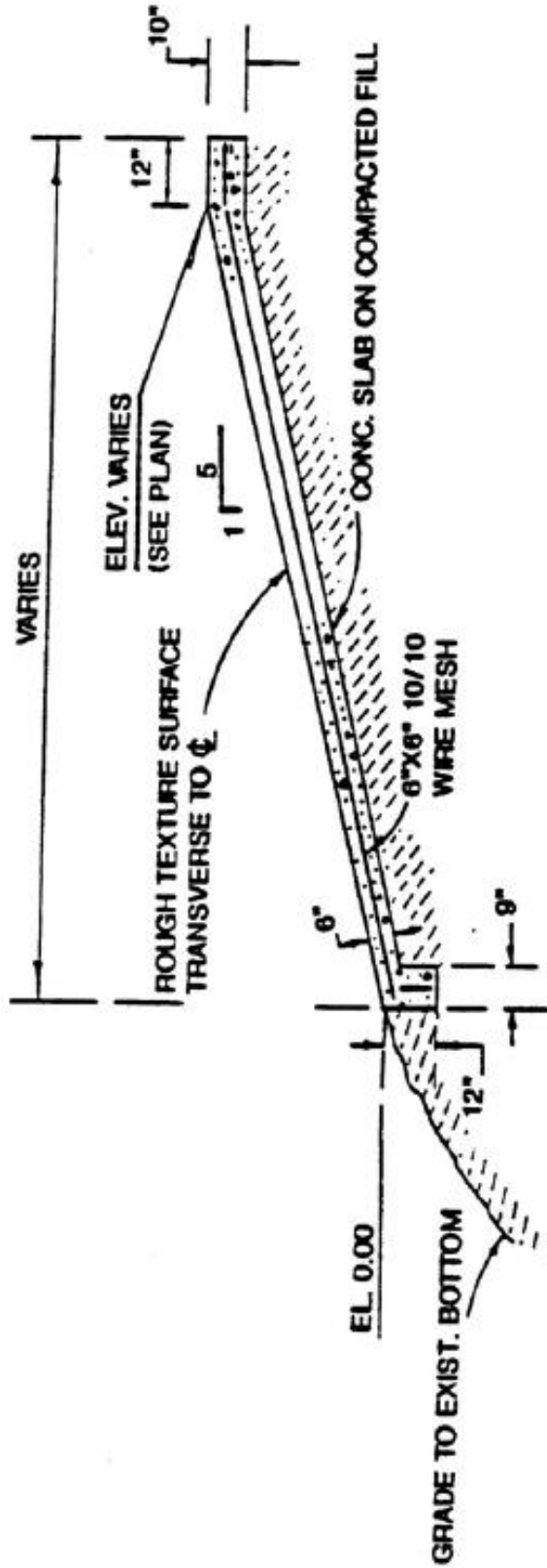
He/She is personally known to me or has produced (type of identification) _____ as identification.

(Signature of person taking acknowledgment)

(Name typed, printed or stamped)

(Title or rank)

(Serial number, if any)



BOAT RAMP DETAIL

NTS

1 **DOCK & DECK AGREEMENT**

2
3
4 **AGREEMENT**

5 THIS AGREEMENT, made and entered into this ____day of _____,
6 20_____, by and between CENTRAL BROWARD WATER CONTROL DISTRICT, a political
7 subdivision of the State of Florida, hereinafter referred to as "District", and
8 _____ and
9 _____, hereinafter referred to as "Property Owners".

10 **WITNESSETH:**

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

15 WHEREAS, Property Owners are the owners of the property described in Exhibit "A"
16 attached hereto and incorporated herein in its entirety, hereinafter referred to as "Subject
17 Property" and which is further identified by Broward County Property Appraiser Folio No.
18 _____; and

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

21 WHEREAS, a lake maintenance/drainage easement dedicated to the District is located
22 on the Subject Property which is adjacent to a ~~lake~~lake/pond/water body over which by the
23 District has a drainage, flowage and storage easement, lake easement, and/or other easement
24 rights and which the District has the right to maintain, and

25 WHEREAS, District has established, in accordance with its rule making authority, that no
26 improvements can be placed or constructed in or over any drainage, flowage and storage
27 easement, maintenance easement, drainage easement, or other property owned by the District
28 or over which the District has permitting authority (hereinafter collectively referred to as
29 "easement") without approval and authorization by the District; and

30 WHEREAS, District has established, in accordance with its rule making authority, a
31 minimum building set back of twenty (20) feet (hereinafter referred to as "setback") from any
32 waterway, drainage, flowage and storage easement, or canal easement lying within District; and

33 WHEREAS, Property Owners desire approval from District for themselves, their
34 successors, assigns and heirs for the purpose of obtaining a permit to construct a wood deck
35 and/or dock (hereinafter referred to as "Improvements"), within the easement; and

36 WHEREAS, as a condition of approval of the Improvements within the easement and
37 setback, District requires that certain minimum criteria be complied with and that Property
38 Owners enter into a hold harmless agreement indemnifying District from any and all claims,
39 losses, damage and expenses, arising out of the construction of the Improvements within the
40 easement and setback; and

41 WHEREAS, District has determined and approved by Central Broward Water Control
42 District Resolution No. 92-1 that Property Owners owning property adjacent to
43 ~~lake~~lakes/ponds and certain other water bodies within the District may obtain a permit
44 without Board approval for construction of Improvements within the District's easement and
45 setback so long as the Improvements comply with all of the following criteria:

46 A. Property Owners submit a copy of warranty deed or other acceptable
47 document stating that Property Owners are the owners of Subject Property.

48 B. Property Owners submit a current survey dated no earlier than one (1)
49 year prior to submittal date of the permit/approval request. This survey shall show for the
50 Easement and Subject Property at a minimum, the following data:

51 i. Edge of water on date of survey.

52 ii. Elevation of water on date of survey and water control elevation
53 for the affected water body.

54 iii. Drawings, plat, or other acceptable documentation for all platted
55 and recorded easements according to the Broward County Public Records within ten (10) feet of
56 the proposed improvements.

57 iv. All structures located on or within the easement and setback
58 which the improvements are proposed to be constructed within.

59 v. All underground drainage culverts and other utilities which have
60 been constructed within the easement and setback.

61 vi. Top of bank for adjacent lake/lake/pond with elevation of top of
62 bank.

63 C. Property Owners shall submit a sketch of the proposed Improvements
64 which shows the Subject Property, easement and setback.

65 D. The Improvements must further comply with the following criteria:

66 i. Maximum dimensions of twenty (20) feet along the water and
67 twelve (12) feet wide.

68 ii. The Improvements shall not extend beyond more than four (4) feet
69 beyond the water side of the shoreline as shown by the survey. However, in no event shall the
70 location of the Improvements be based on a shoreline which is lower than two (2) feet below the
71 established control elevation for the lake/lake/pond or water body that the Improvements are
72 constructed over.

73 iii. The lowest horizontal structural member shall be a minimum of
74 three (3) feet above the water elevations shown by the survey.

75 iv. The Improvements shall not be constructed closer than ten (10)
76 feet to any side yard property line.

77 v. No encroachments of the Improvements shall be allowed over any
78 platted and/or recorded easements, except as provided by this agreement and shown on the
79 attached drawing/sketch.

80 vi. No part of the Improvements structure shall extend above the floor
81 surface except handrails or built-in seating.

82 vii. Only material approved by the Broward County edition of the
83 South Florida building Code and the District will be allowed for the Improvements.

84 WHEREAS, District and Property Owners are desirous of entering into an agreement to
85 provide for approval of a permit for construction of the Improvements within the easement and
86 setback; and

87 NOW, THEREFORE, in consideration of the premises and Ten and No/100 (\$10.00)
88 Dollars and other good and valuable considerations, the receipt and sufficiency of which are

89 hereby acknowledged by District and Property Owners, each intending to be legally bound, do
90 hereby represent, warrant, covenant and agree as follows:

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

93 2. District agrees to issue a permit and approval to Property Owners permitting
94 construction of Improvements within the easement and setback, provided Property Owners first
95 submit to District for approval, construction plans which are in substantial compliance with the
96 minimum engineering design specifications and criteria established by District and as stated
97 above. The proposed plans or sketch for these Improvements are attached to this agreement as
98 Exhibit "B".

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

101 4. Property Owners do hereby agree for themselves and their successors, assigns
102 and heirs, with respect to Subject Property on which the Improvements are constructed within
103 the easement and setback, to indemnify District and hold it harmless from any claims, losses,
104 damages or expenses, specifically and exclusively arising out of the construction of the
105 Improvements within the easement and setback and also following construction of the
106 Improvements. This indemnification includes, but is not limited to any and all personal injuries
107 which may be suffered by any individuals or property damage which may be incurred by any
108 individuals or entities as a result of the construction of the Improvements within the easement
109 and setback. Property Owners agree to indemnify District from any and all liability, loss or
110 damage District may suffer as a result of such claims, demands, costs or judgments and further
111 agree to take over and defend any such claims brought or actions filed against District with
112 respect to the subject of the indemnity contained in this Agreement. The foregoing indemnity
113 shall include reasonable attorney's fees and court costs incurred by District including court costs
114 and reasonable attorney's fees incurred at the trial and all appellate levels. Nothing contained
115 herein shall be deemed, however, to constitute a waiver by District of any limitations of its
116 liability that may be accorded District by virtue of Section 768.28 Florida Statutes, or any
117 subsequently enacted similar law.

118 5. Property Owners shall on the easement, setback and lakelake/pond property
119 adjacent to Subject Property, restore the lakelake/pond bank to its original condition or District
120 criteria as it exists on the date of this Agreement should construction of the Improvements within

121 the easement and setback result at any time in the collapse of the lake/pond bank or any
122 other damage to the lake/pond bank.

123 In the event the Property Owners fail to restore the lake/pond bank within thirty (30) days of
124 receiving written notice from District, then District may undertake to perform such lake/pond
125 bank restoration as may be deemed by it to be necessary and Property Owners shall fully
126 reimburse District for the cost of all such lake/pond bank restoration work within thirty (30)
127 days of receiving a bill.

128 6. Property Owners agree that during and following construction of the
129 Improvements within the easement and setback, they shall take all reasonable and necessary
130 steps to prevent pollution or damage to the adjacent lake/pond as a result of said
131 construction. In addition, Property Owners agree to be responsible for and reimburse District for
132 all expenses arising out of pollution or damage to the adjacent lake/pond resulting from said
133 construction.

134 7. Property Owners agree to maintain the Improvements built by Property Owners
135 or with their permission, in or on the easement and setback and Property Owners agree to fully
136 and completely indemnify and hold harmless District, its successors and assigns for damages
137 because of bodily injury or death resulting therefrom, sustained by any person or persons, or
138 because of any damage to real property or personal property of District or of any entity due to
139 any act or omission of Property Owners, their employees, subcontractors, designees, or agents
140 and in or on the easement and setback.

141 8. ~~It~~ is the intent of Paragraph No. 7 of this Agreement that if the improvements
142 approved and permitted by this Agreement deteriorate to a condition which requires
143 maintenance or repairs, in the sole discretion of the District, that Property Owner will restore and
144 repair the improvements to at least the condition as originally approved and permitted by the
145 District. If the repairs are not completed within sixty (60) days following notification by District,
146 the District may remove the improvements as provided by this Agreement.

147 9. Property Owners agree that in the event District shall have a reasonable
148 permanent use of the easement and setback area, that within thirty (30) days notice by District,
149 Property Owners shall remove the Improvements within the easement and setback and
150 constructed pursuant to this agreement. In this event, the lake/pond bank shall be restored
151 to its original condition or District criteria as it exists on the date of this agreement.
152 Notwithstanding the foregoing, in the event there is not a permanent need for said property but

153 there is a temporary basis which need is reasonable for reasonable use of the easement District
154 shall use all reasonable means to avoid the necessity of removing any part of the
155 Improvements. If after attempts to use said property temporarily without removing the
156 Improvements fail or are reasonably determined to be impossible or unreasonably inconvenient,
157 then and in that event, upon the giving of thirty (30) days notice to the then owner of Subject
158 Property, Property Owners shall remove so much of the Improvements as may be reasonably
159 necessary to permit District to effectuate the temporary use. Thereafter, and upon notice from
160 District that said temporary need or use has been fulfilled and is no longer necessary, Property
161 Owners shall be permitted to replace so much of the Improvements which were removed, so
162 long as the construction necessary to complete the replacement complies with District's criteria
163 and requirements of this agreement.

164 10. Notwithstanding the provisions of Paragraph No. 9 of this Agreement, if an
165 emergency condition or situation arises, as solely determined by the District, District may effect
166 such repairs or remove such portion of the Improvements as required to alleviate said
167 emergency condition or situation without being liable to the Property Owner for any damage
168 which may occur to the improvements.

169 Notwithstanding the foregoing, District shall make a reasonable effort to contact the Property
170 Owners to give Property Owners the opportunity to effect said repairs or removal of the
171 Improvements.

172 11. Property Owners agree that if it is necessary for District to remove the
173 Improvements constructed pursuant to this agreement and to restore the lakelake/pond bank,
174 that Property Owners will reimburse District for any and all costs incurred to effect said removal
175 and restoration, including attorney's fees and costs expended in connection with such removal
176 and restoration.

177 12. Any expenses including reasonable attorney's fees incurred by District as a result
178 of the indemnification contained in this agreement and/or in removing the Improvements and
179 restoring the lakelake/pond bank shall be paid to District by Property Owners within thirty (30)
180 days after receiving a bill. In the event payment is not received within thirty (30) days of billing,
181 then the District shall be entitled to file a lien in the Broward County Public Records upon
182 Subject Property for all expenses including reasonable attorney's fees, together with interest
183 thereon at 18 percent per year or the highest nonusurious rate allowed by law, whichever is less
184 and all costs of collection, including reasonable attorney's fees at all trial and appellate levels. In
185 the further event that District is required to foreclose its lien, then and in such event, District will

186 be entitled additionally to receive its reasonable attorney's fees and costs expended in
187 connection with such foreclosure or collection procedure.

188 13. Property Owners by signing this agreement acknowledge that District is only
189 permitting occupancy of the easement and setback by the Improvements, that District has not
190 reviewed and will not review, acknowledge, or comment on the structural integrity or sufficiency
191 of the Improvements and that Property Owners are solely responsible for the structural integrity
192 and sufficiency of the Improvements.

193 14. Property Owners further acknowledge that the Improvements will be constructed
194 in substantial compliance with the sketch or plans attached to this Agreement as Exhibit "B".

195 15. No changes, additions, or modifications to the Improvements as approved by this
196 Agreement shall be permitted without approval of the District Board of Commissioners.

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

199 As to District

200
201 Central Broward Water Control District
202 Attn: District Manager/Secretary
203 8020 Stirling Road
204 Hollywood, Florida 33024

205
206 As to Property Owners:

207
208 Name:

209
210 Address:

211
212
213 and/or to the record owner of Subject Property according to the Broward County Property
214 Appraiser's Office if the original Property Owner is no longer the owner of the Subject Property;
215 unless the address is changed by the party by notice given to the other parties. Notice shall be
216 in writing, mailed certified mail, return receipt requested, postage prepaid and shall be deemed
217 delivered when mailed or upon hand delivery to the address indicated. Notwithstanding the
218 foregoing, notices, requests, or demands or other communications referred to in this agreement
219 may be sent by telegraph or private courier, but shall be deemed to have been given when
220 received.

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

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

227 19. This agreement shall inure to the benefit of and shall be binding upon the parties
228 hereto and their respective heirs, personal representatives, successors, assigns, and grantees.

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

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

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

237 23. The exhibits hereto contain additional terms of this agreement. Typewritten or
238 handwritten provisions inserted in this agreement or exhibit (and initialed by the parties) shall
239 control all printed provisions in conflict therewith.

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

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

245 26. Property Owners shall reimburse District and pay for any and all costs incurred
246 by District incidental to entering into the terms of this agreement, including but not limited to
247 engineering fees, surveying costs, attorney's fees, recording costs, and any other necessary
248 expenses.

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

252 28. This agreement shall be recorded in the public records of Broward County,
253 Florida with Property Owners to pay the full cost thereof.

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

256
257
258 Signed, sealed, and delivered
259 in the presence of:

PROPERTY OWNERS

260
261 _____
262 WITNESS

SIGNATURE

263
264
265 _____
266 Print Name
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Print Name

268
269 _____
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271 WITNESS

SIGNATURE

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273 _____
274 Print Name:

Print Name:

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AS TO PROPERTY OWNER:

297 **FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:**

298
299 STATE OF _____

300 COUNTY OF _____

301 The foregoing instrument was acknowledged before me by means of physical
302 presence or online notarization, this (date)_____ by (name of person
303 acknowledging) _____,who is personally
304 known to me or who has produced (type of identification)_____ as
305 identification.

306
307 _____
308 (Signature of person taking acknowledgment)

309
310 _____
311 (Name typed, printed or stamped)

312
313 _____
314 (Title or rank)

315
316 _____
317 (Serial number, if any)

318
319 _____

320
321 _____

322 **FOR A CORPORATION:**

323
324 STATE OF _____

325 COUNTY OF _____

326 The foregoing instrument was acknowledged before me by means of physical
327 presence or online notarization, this (date)_____ by (name of officer or agent,
328 title of officer or agent)_____,
329 of (name of corporation acknowledging)_____,a (state
330 or place of formation)_____ corporation, on behalf of the corporation.
331 He/She is personally known to me or has produced (type of identification)_____ as
332 _____ as identification.

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335 (Continued on next page)

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(Signature of person taking acknowledgment)

(Name typed, printed or stamped)

(Title or rank)

(Serial number, if any)

FOR A LIMITED LIABILITY COMPANY:

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this (date)_____ by (name of member, manager, officer or agent, title of member, manager, officer or agent)_____ _____, of (name of corporation acknowledging)_____, a (state or place of formation)_____ limited liability company, on behalf of the company, who is personally known to me or who has produced (type of identification) _____ as identification.

(Signature of person taking acknowledgment)

(Name typed, printed or stamped)

(Title or rank)

(Serial number, if any)

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FOR A PARTNERSHIP:

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this (date) _____ by (name of partner or agent) _____, partner (or agent) on behalf of (name of partnership) _____ a partnership.

He/She is personally known to me or has produced (type of identification) _____ as identification.

(Signature of person taking acknowledgment)

(Name typed, printed or stamped)

(Title or rank)

(Serial number, if any)

EXHIBIT T

Suggested Wetland and Aquatic Plants and Planting Depth Ranges

The following table is a suggested list of Florida native aquatic plants suitable for planting along lake/pond and canal shorelines at or below the control water surface elevation. These plants create a natural habitat that provide slope stabilization and protection, provide water quality benefits, and create a natural aesthetic shoreline.

The criteria for selection of these plants is that they are wetland plants native to south Florida, they are easily obtained and installed, are not highly invasive, and are low growing plants with no woody stems (herbaceous). Planting of other plants which meet these criteria but are not listed in the table is encouraged.

Additional information may be obtained from the following references:

John D. Tobe, Kary C. Burks, Richard W. Cantrell, Florida Wetland Plants: An Identification Manual. University of Florida/The Institute of Food and Agricultural Sciences • Richey Bell and Bryan J. Taylor. 1982. Florida Wildflowers and Roadside Plants. Laurel Hill Press

The following is a sample list of suitable aquatic plants; it is not mean to be all-inclusive. The applicant should consult with a wetland ecologist, biologist or landscape architect to select the appropriate plant types and planting zones.

PLANT		PLANTING DEPTH
Common Name	Botanical Name	
Fakatchee grass	<i>Tripsacum dactoloides</i>	6" above control elevation and higher (special bushy grass to 5 feet tall for erosion control in special situations)
Lizards tail	<i>Saururus cernuus</i>	Wet soil; water to 6" deep
Water pennywort	<i>Hydrocotyl spp.</i>	Wet soil; water to 8" deep
Iris	<i>Iris spp.</i>	Wet soil; water to 12" deep
Arrowhead	<i>Sagitaria larifolia</i>	Wet soil; water to 12" deep
Spike rush	<i>Eleocharis spp.</i>	Wet soil; water to 12" deep
White bulrush	<i>Scirpus albescens</i>	Wet soil; water to 12" deep
Thalia	<i>Thalia geniculata</i>	Wet soil; water to 24" deep
Floating-heart	<i>Nymphoides peltata</i>	Water 4" to 12" deep
Pickrel weed	<i>Pontederia cordata</i>	Water 6" to 18" deep
Spadderdock	<i>Nuphar luteum</i>	Water 6" to 24" deep
Lotus	<i>Nelumbo spp.</i>	Water 6" to 24" deep
Water Lilies	<i>Nymphaea spp.</i>	Water 6" to 24" deep

Note: Planting depths based on control elevation.

The 2017 list was prepared by the FLEPPC Plant List Committee

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Richard P. Wunderlin, Professor Emeritus, University of South Florida, Institute for Systematic Botany, rwunder@usf.edu

Florida Exotic Pest Plant Council's 2017 List of Invasive Plant Species

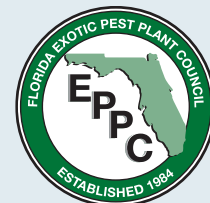
*The mission of the **Florida Exotic Pest Plant Council** is to support the management of invasive exotic plants in Florida's natural areas by providing a forum for the exchange of scientific, educational and technical information.*
www.fleppc.org

Note: The FLEPPC List of Invasive Plant Species is not a regulatory list. Only those plants listed as Federal Noxious Weeds, Florida Noxious Weeds, Florida Prohibited Aquatics Plants, or in local ordinances are regulated by law.

Purpose of the List

To provide a list of plants determined by the Florida Exotic Pest Plant Council to be invasive in natural areas of Florida and to routinely update the list based on information of newly identified occurrences and changes in distribution over time. Also, to focus attention on –

- the adverse effects exotic pest plants have on Florida's biodiversity and native plant communities,
- the habitat losses in natural areas from exotic pest plant infestations,
- the impacts on endangered species via habitat loss and alteration,
- the need for pest-plant management,
- the socio-economic impacts of these plants (e.g., increased wildfires or flooding in certain areas),
- changes in the severity of different pest plant infestations over time,
- providing information to help managers set priorities for research and control programs.



www.fleppc.org

CATEGORY I

Invasive exotics that are altering native plant communities by displacing native species, changing community structures or ecological functions, or hybridizing with natives. *This definition does not rely on the economic severity or geographic range of the problem, but on the documented ecological damage caused.*

Scientific Name**	Common Name	Gov.		Scientific Name**	Common Name	Gov.	
		List	Zone			List	Zone
<i>Abrus precatorius</i>	rosary pea	F	C, S	<i>Melinis repens</i> (<i>Rhynchelytrum repens</i>)	Natal grass		N, C, S
<i>Acacia auriculiformis</i>	earleaf acacia		C, S	<i>Microstegium vimineum*</i>	Japanese stiltgrass,		N
<i>Albizia julibrissin</i>	mimosa, silk tree		N, C	<i>Mimosa pigra</i>	catclaw mimosa	F, U	C, S
<i>Albizia lebeck</i>	woman's tongue		C, S	<i>Nandina domestica</i>	nandina, heavenly bamboo		N, C
<i>Ardisia crenata</i>	coral ardisia	F	N, C, S	<i>Nephrolepis brownii</i> (<i>N. multiflora</i>)	Asian sword fern		C, S
<i>Ardisia elliptica</i>	shoebutton ardisia	F	C, S	<i>Nephrolepis cordifolia</i>	sword fern		N, C, S
<i>Asparagus aethiopicus</i> (<i>A. sprengeri</i> , <i>A. densiflorus</i>)	asparagus-fern		N, C, S	<i>Neyraudia reynaudiana</i>	Turma reed	F	S
<i>Bauhinia variegata</i>	orchid tree		C, S	<i>Nymphoides cristata</i>	crested floating heart	F	C, S
<i>Bischofia javanica</i>	bishopwood		C, S	<i>Paederia cruddasiana</i>	sewer vine	F	S
<i>Calophyllum antillanum</i> (<i>C. calaba</i>)	Santa Maria, mast wood		S	<i>Paederia foetida</i>	skunk vine	F	N, C, S
<i>Casuarina equisetifolia</i>	Australian-pine	F	N, C, S	<i>Panicum repens</i>	torpedo grass		N, C, S
<i>Casuarina glauca</i>	suckering Australian-pine	F	C, S	<i>Pennisetum purpureum</i>	Napier grass, elephant grass		N, C, S
<i>Cinnamomum camphora</i>	camphor tree		N, C, S	<i>Phymatosorus scolopendria</i> (<i>Microsorium griseum</i>)	serpent fern, wart fern		S
<i>Colocasia esculenta</i>	wild taro		N, C, S	<i>Pistia stratiotes</i>	water-lettuce	F	N, C, S
<i>Colubrina asiatica</i>	lather leaf	F	S	<i>Psidium cattleianum</i> (<i>P. littorale</i>)	strawberry guava		C, S
<i>Cupaniopsis anacardioides</i>	carrotwood	F	C, S	<i>Psidium guajava</i>	guava		C, S
<i>Deparia petersenii</i>	Japanese false spleenwort		N, C	<i>Purularia montana</i> var. <i>lobata</i>	kudzu	F	N, C, S
<i>Dioscorea alata</i>	winged yam	F	N, C, S	<i>Rhodomyrtus tomentosa</i>	downy rose-myrtle		C, S
<i>Dioscorea bulbifera</i>	air-potato	F	N, C, S	<i>Ruellia simplex</i> ²	Mexican-petunia		N, C, S
<i>Eichhornia crassipes</i>	water-hyacinth	F	N, C, S	<i>Salvinia minima</i>	water spangles		N, C, S
<i>Eugenia uniflora</i>	Surinam cherry		C, S	<i>Sapium sebiferum</i> (<i>Triadica sebifera</i>)	popcorn tree, Chinese tallow tree		N, C, S
<i>Ficus microcarpa</i> (<i>F. nitida</i> and <i>F. retusa</i> var. <i>nitida</i>) ¹	laurel fig		C, S	<i>Scaevola taccada</i> (<i>S. sericea</i> , <i>S. frutescens</i>)	half-flower, beach naupaka		N, C, S
<i>Hydrilla verticillata</i>	hydrilla	F, U	N, C, S	<i>Schefflera actinophylla</i> (<i>Brassaia actinophylla</i>)	schefflera, Queensland umbrella tree		C, S
<i>Hygrophila polysperma</i>	green hygro	F, U	N, C, S	<i>Schinus terebinthifolius</i>	Brazilian-pepper	F	N, C, S
<i>Hymenachne amplexicaulis</i>	West Indian marsh grass		N, C, S	<i>Scleria lacustris</i>	Wright's nutrush		C, S
<i>Imperata cylindrica</i>	cogon grass	F, U	N, C, S	<i>Senna pendula</i> var. <i>glabrata</i>	Christmas cassia, Christmas senna		C, S
<i>Ipomoea aquatica</i>	water-spinach	F, U	C	<i>Solanum tampicense</i>	wetland nightshade	F, U	C, S
<i>Jasminum dichotomum</i>	Gold Coast jasmine		C, S	<i>Solanum viarum</i>	tropical soda apple	F, U	N, C, S
<i>Jasminum fluminense</i>	Brazilian jasmine		C, S	<i>Sporobolus jacquemontii</i> (<i>S. indicus</i> var. <i>pyramidalis</i>)	West Indian dropseed		C, S
<i>Lantana camara</i> (<i>L. strigocamara</i>)	lantana, shrub verben		N, C, S	<i>Syngonium podophyllum</i>	arrowhead vine		N, C, S
<i>Ligustrum lucidum</i>	glossy privet		N, C	<i>Syzygium cumini</i>	Java-plum		C, S
<i>Ligustrum sinense</i>	Chinese privet	F ³	N, C, S	<i>Tectaria incisa</i>	incised halberd fern		S
<i>Lonicera japonica</i>	Japanese honeysuckle		N, C, S	<i>Thelypteris opulenta*</i>	jeweled maiden fern		S
<i>Ludwigia hexapetala</i>	Uruguay waterprimrose		N, C	<i>Thespesia populnea</i>	seaside mahoe		C, S
<i>Ludwigia peruviana</i>	Peruvian primrosewillow		N, C, S	<i>Tradescantia fluminensis</i>	small-leaf spiderwort		N, C
<i>Lumnitzera racemosa</i>	black mangrove		S	<i>Urena lobata</i>	Caesar's weed		N, C, S
<i>Luziola subintegra</i>	tropical American watergrass		S	<i>Urochloa mutica</i> (<i>Brachiaria mutica</i>)	para grass		N, C, S
<i>Lygodium japonicum</i>	Japanese climbing fern	F	N, C, S	<i>Vitex rotundifolia</i>	beach vitex		N
<i>Lygodium microphyllum</i>	Old World climbing fern	F, U	N, C, S				
<i>Macfadyena unguis-cati</i> (<i>Dolichandra unguis-cati</i>)	catclawvine		N, C, S				
<i>Manilkara zapota</i>	sapodilla		S				
<i>Melaleuca quinquenervia</i>	melaleuca, paper bark	F, U	C, S				

¹Does not include *Ficus microcarpa* subsp. *fuyuensis*, which is sold as "Green Island Ficus"

²Many names are applied to this species in Florida because of a complicated taxonomic and nomenclatural history. Plants cultivated in Florida, all represent

³Chinese privet is a FLDACS Noxious Weed except for the cultivar 'Variegatum'

*Added to the FLEPPC List of Invasive Plant Species in 2017

**Plant names are those published in "Guide to Vascular Plants of Florida Third Edition." Richard P. Wunderlin and Bruce F. Hansen. University of Florida. Not all synonyms are listed.

CATEGORY II

Invasive exotics that have increased in abundance or frequency but have not yet altered Florida plant communities to the extent shown by Category I species. *These species may become ranked Category I if ecological damage is demonstrated.*

Scientific Name**	Common Name	Gov. List	Zone	Scientific Name**	Common Name	Gov. List	Zone
<i>Adenanthera pavonina</i>	red sandalwood		S	<i>Landoltia punctata</i>	spotted duckweed		N, C, S
<i>Agave sisalana</i>	sisal hemp		C, S	<i>Leucaena leucocephala</i>	lead tree	F	N, C, S
<i>Aleurites fordii</i> (<i>Vernicia fordii</i>)	tung-oil tree		N, C	<i>Limnophila sessiliflora</i>	Asian marshweed	F, U	N, C, S
<i>Alstonia macrophylla</i>	devil tree		S	<i>Livistona chinensis</i>	Chinese fan palm		C, S
<i>Alternanthera philoxeroides</i>	alligator-weed	F	N, C, S	<i>Macroptilium lathyroides</i>	phasey bean		N, C, S
<i>Antigonon leptopus</i>	coral vine		N, C, S	<i>Melia azedarach</i>	Chinaberry		N, C, S
<i>Ardisia japonica</i>	Japanese ardisia		N	<i>Melinis minutiflora</i>	molasses grass		C, S
<i>Aristolochia littoralis</i> (<i>A. elegans</i>)	elegant Dutchman's pipe, calico flower		N, C, S	<i>Merremia tuberosa</i>	wood-rose		C, S
<i>Asystasia gangetica</i>	Ganges primrose		C, S	<i>Mikania micrantha</i>	made-a-minute vine	F, U	S
<i>Begonia cucullata</i>	wax begonia		N, C, S	<i>Momordica charantia</i>	balsam apple		N, C, S
<i>Broussonetia papyrifera</i>	paper mulberry		N, C, S	<i>Murraya paniculata</i>	orange-jessamine		S
<i>Bruguiera gymnorhiza</i>	large-leaved mangrove		S	<i>Myriophyllum spicatum</i>	Eurasian water-milfoil	F	N, C, S
<i>Callistemon viminalis</i> (<i>Melaleuca viminalis</i>)	bottlebrush		C, S	<i>Panicum maximum</i> (<i>Urochloa maxima</i>)	Guinea grass		N, C, S
<i>Callisia fragrans</i>	inch plant, spironema		C, S	<i>Passiflora biflora</i>	two-flowered passion vine		S
<i>Casuarina cunninghamiana</i>	Australian-pine	F	C, S	<i>Pennisetum setaceum</i>	green fountain grass		S
<i>Cecropia palmata</i>	trumpet tree		S	<i>Pennisetum polystachion*</i> (<i>Cenchrus polystachos</i>)	mission grass, West Indian Pennisetum		C, S
<i>Cestrum diurnum</i>	day jessamine		C, S	<i>Phoenix reclinata</i>	Senegal date palm		C, S
<i>Chamaedorea seifrizii</i>	bamboo palm		S	<i>Phyllostachys aurea</i>	golden bamboo		N, C
<i>Clematis terniflora</i>	Japanese clematis		N, C	<i>Pitcolobium pentandrum</i>	Taiwanese cheesewood		S
<i>Cocos nucifera</i>	coconut palm		S	<i>Platynerium bifurcatum*</i>	common staghorn fern		S
<i>Crassocephalum crepidioides</i>	redflower ragleaf, Okinawa spinach		C, S	<i>Praxelis clematidea</i>	praxelis		C
<i>Cryptostegia madagascariensis</i>	rubber vine		C, S	<i>Pteris vittata</i>	Chinese brake fern		N, C, S
<i>Cyperus involucratus</i> (<i>C. alternifolius</i>)	umbrella plant		C, S	<i>Ptychosperma elegans</i>	solitaire palm		S
<i>Cyperus prolifer</i>	dwarf papyrus		C, S	<i>Richardia grandiflora</i>	large flower Mexican clover		N, C, S
<i>Dactyloctenium aegyptium</i>	Durban crowfoot grass		N, C, S	<i>Ricinus communis</i>	castor bean		N, C, S
<i>Dalbergia sissoo</i>	Indian rosewood, sissoo		C, S	<i>Rotala rotundifolia</i>	roundleaf toothcup, dwarf Rotala, redweed		S
<i>Elaeagnus pungens</i>	silverthorn, thorny olive		N, C	<i>Ruellia blechum</i> (<i>Blechum brownei</i>)	green shrimp plant, Browne's blechum		N, C, S
<i>Elaeagnus umbellata</i>	silverberry, autumn olive		N	<i>Sansevieria hyacinthoides</i>	bowstring hemp		C, S
<i>Epipremnum pinnatum</i> cv. <i>Aureum</i>	pothos		C, S	<i>Sesbania punicea</i>	rattlebox		N, C, S
<i>Eulophia graminea</i>	Chinese crown orchid		C, S	<i>Sida planicaulis*</i>	mata-pasto		C, S
<i>Ficus altissima</i>	false banyan, council tree		S	<i>Solanum diphyllum</i>	two-leaf nightshade		N, C, S
<i>Flacourtia indica</i>	governor's plum		S	<i>Solanum torvum</i>	turkeyberry	F, U	N, C, S
<i>Hemarthria altissima</i>	limpo grass		C, S	<i>Spermacoce verticillata</i>	shrubby false buttonweed		C, S
<i>Heteropterys brachiata</i>	red wing, Beechey's withe		S	<i>Sphagneticola trilobata</i> (<i>Wedelia trilobata</i>)	wedelia, creeping oxeye		N, C, S
<i>Hyparrhenia rufa</i>	jaragua		N, C, S	<i>Stachytarpheta cayennensis</i> (<i>S. urticifolia</i>)	nettle-leaf porterweed		S
<i>Ipomoea carnea</i> ssp. <i>fistulosa</i> (<i>I. fistulosa</i>)	inrub morning-glory	F	C, S	<i>Syagrus romanzoffiana</i> (<i>Arecastrum romanzoffianum</i>)	queen palm		C, S
<i>Kalanchoe x houghtonii*</i>	mother-of-millions		N, C, S	<i>Syzygium jambos</i>	Malabar plum, rose-apple		N, C, S
<i>Kalanchoe pinnata</i> (<i>Bryophyllum pinnatum</i>)	life plant		C, S	<i>Talipariti tiliaceum</i> (<i>Hibiscus tiliaceus</i>)	mahoe, sea hibiscus		C, S
<i>Koelreuteria elegans</i>	flamegold tree		C, S	<i>Terminalia catappa</i>	tropical-almond		C, S
				<i>Terminalia muelleri</i>	Australian-almond		C, S

continued

...the same invasive species, have in the past been referred to as *Ruellia brittoniana*, *R. tweediana*, *R. caerulea*, and *R. simplex*.

Florida Press, 2011. Plant names in parentheses are synonyms or misapplied names that have commonly occurred in the literature or indicate a recent name

CATEGORY II (continued)

Scientific Name**	Common Name	Gov. List	Zone
<i>Tradescantia spathacea</i> (<i>Rhoeo spathacea</i> , <i>Rhoeo discolor</i>)	oyster plant		C, S
<i>Tribulus cistoides</i>	puncture vine, burr-nut		N, C, S
<i>Vitex trifolia</i>	simple-leaf chaste tree		C, S
<i>Washingtonia robusta</i>	Washington fan palm		C, S
<i>Wisteria sinensis</i>	Chinese wisteria		N, C
<i>Xanthosoma sagittifolium</i>	malanga, elephant ear		N, C, S

Recent changes to plant names

Old Name

New Name

<i>Aleurites fordii</i>	<i>Vernicia fordii</i>
<i>Aristolochia littoralis</i>	<i>Aristolochia elegans</i>
<i>Brachiaria mutica</i>	<i>Urochloa mutica</i>
<i>Hibiscus tiliaceus</i>	<i>Talipariti tiliaceus</i>
<i>Macfadyena unguis-cati</i>	<i>Dolichandra unguis-cati</i>
<i>Melaleuca viminalis</i>	<i>Callistemon viminalis</i>
<i>Panicum maximum</i>	<i>Urochloa maxima</i>
<i>Phymatosorus scolopendria</i>	<i>Microsorium grossum</i>
<i>Sapium sebiferum</i>	<i>Triadica sebifera</i>
<i>Wedelia trilobata</i>	<i>Sphagneticola trilobata</i>

Current nomenclature can be found at
florida.plantatlas.usf.edu

**Plant names are those published in "Guide to Vascular Plants of Florida Third Edition." Richard P. Wunderlin and Bruce F. Hansen. University of Florida Press. 2011. Plant names in parentheses are synonyms or misapplied names that have commonly occurred in the literature and/or indicate a recent name change. Not all synonyms are listed.

For more information on invasive exotic plants, including links to related web pages, visit www.fleppc.org

FLEPPC List Definitions: **Exotic** – a species introduced to Florida, purposefully or accidentally, from a natural range outside of Florida. **Native** – a species whose natural range includes Florida. **Naturalized exotic** – an exotic that sustains itself outside cultivation (it is still exotic; it has not "become" native). **Invasive exotic** – an exotic that not only has naturalized, but is expanding on its own in Florida native plant communities.

Abbreviations: Government List (Gov. List):

Possession, propagation, sale, and/or transport of these plants is regulated by: F=Florida Department of Agriculture and Consumer Services; U=United States Department of Agriculture

Zone: **N** = north, **C** = central, **S** = south, referring to each species' general distribution in regions of Florida (not its potential range in the state). Please refer to the adjacent map.



Citation example

FLEPPC. 2017. List of Invasive Plant Species. Florida Exotic Pest Plant Council. Internet: www.fleppc.org



Daniel F. Austin and Daniel B. Ward

Daniel F. Austin (2015) and Daniel B. Ward (2016) recently passed away. Both Dans were instrumental in maintaining, managing, and providing insight into Florida's many invasive plants. They first volunteered for this effort before it was even formalized as the FLEPPC, participating from that beginning through retirement. Their sage comments and wit are missed.



5B-64.011 Prohibited Aquatic Plants.

(1) Class I Prohibited Aquatic Plants – Under no circumstances will these species be permitted for possession, collection, transportation, cultivation, and importation except as provided in Rule 5B-64.004, F.A.C.:

SCIENTIFIC NAMES

- Alternanthera philoxeroides
- Casuarina spp.
- Crassula helmsii
- Eichhornia spp.
- Hydrilla verticillata
- Ipomoea aquatica
- Ipomoea fistulosa
- Lagarosiphon spp.
- Limnocharis flava
- Lythrum salicaria
- Melaleuca quinquenervia
- Mimosa pigra
- Monochoria hastata
- Monochoria vaginalis
- Myriophyllum spicatum
- Nechamandra alternifolia
- Oryza rufipogon
- Pontederia rotundifolia
- Salvinia spp., (excluding S. minima)
- Schinus terebinthifolius
- Sparganium erectum
- Stratiotes aloides
- Trapa spp.
- Vossia cuspidata

COMMON NAMES

- Alligatorweed, green lead plant
- Australian Pine
- Swamp stone crop
- Waterhyacinth
- Hydrilla, Florida elodea, stargrass, oxygen grass
- Water spinach

- African elodea
- Sawah floating rush
- Purple loosestrife
- Melaleuca
- Giant sensitive plant, cat's claw

- Eurasian watermilfoil

- Wild Red rice
- Tropical pickerelweed

- Brazilian-pepper
- Exotic bur-reed
- Water-aloe, soldier plant
- Water chestnut
- Hippo grass

(2) Class II Prohibited Aquatic Plants – These species are considered to be highly invasive and noxious in localized areas of the State of Florida. These plants may be cultured in a nursery regulated by the Department of Agriculture and Consumer Services pursuant to Sections 581.031, 581.131 and 581.145 F.S., and shall only be sold out of state upon approval by the department. These species shall not be imported or collected from the wild. They must be contained in such a manner so as to prevent the dissemination from the nursery premises.

SCIENTIFIC NAMES

- Hygrophila polysperma
- Limnophila sessiliflora
- Pistia stratiotes

COMMON NAME

- Hygro
- Ambulia
- Waterlettuce

(3) The department is authorized to designate additional plants to be prohibited by emergency order as provided in Rule 5B-64.012, F.A.C.

(4) The prohibited aquatic plant list comprises the most recent and accepted scientific and common names of the prohibited aquatic plant species. However, the prohibited status also applies to any synonyms.

(5) The department is authorized to consider a plant for inclusion on the prohibited plant list when it displays, or when there is scientific evidence to believe it could display in the Florida environment, one or more of the following characteristics:

(a) The tendency to spread or become invasive in an ecosystem, sometimes in a rapid manner, so as to impair the ecosystem's ability to function by altering its productivity, decomposition, water fluxes, nutrient cycling and loss, soil fertility, erosion, dissolved oxygen concentrations, or its ability to maintain its existing species diversity.

(b) The propensity to invade and disrupt aquatic and wetland ecosystems in other areas or in other countries with climates similar to that of Florida.

(c) The ability to create dense, monospecific stands or monotypic stands which displace or destroy native plant habitat, destroy

fish and wildlife habitats, inhibit water circulation, hinder navigation and irrigation, or severely restrict the recreational use of waterways.

(d) The ability to resist effective management by present technology or available management agents so that only extraordinary efforts, such as repeated chemical treatments at high dosage rates, can bring about effective management.

Rulemaking Authority 369.25, 369.251 FS. Law Implemented 369.25, 369.251 FS. History—New 8-11-86, Amended 6-13-93, Formerly 16C-52.011, 62C-52.011.

CENTRAL BROWARD WATER CONTROL DISTRICT
STORMWATER CERTIFICATION REPORT

Submit two copies of this form to the Central Broward Water Control District

PERMIT NUMBER: _____

PROJECT NAME: _____

PROJECT ADDRESS/LOCATION: _____

INSPECTION DATE(S): _____

INSPECTION RESULTS: (CHECK ONE)

INVENTORY OF STORMWATER MANAGEMENT FACILITY COMPONENTS INSPECTED

<u>Component</u>	<u>Inspected</u>	<u>N/A</u>
<u>Wet detention/retention lake(s)/pond(s)</u>		
<u>Dry detention/retention area(s)</u>		
<u>Underground storage system(s)</u>		
<u>Exfiltration trench(es)</u>		
<u>Control structure(s) & outfall(s)</u>		
<u>Storm sewer(s) and drainage structure(s)</u>		
<u>Swales</u>		
<u>Perimeter berm or perimeter retaining wall</u>		
<u>All other pervious areas are stabilized/sodded</u>		
<u>Encroachments or trees/plants in CBWCD dedicated easements</u>		
<u>Other:</u>		
<u>Other:</u>		
<u>Other:</u>		

The following maintenance was conducted since the last inspection (attach additional pages if needed):

CERTIFICATION STATEMENT BY FLORIDA LICENSED PROFESSIONAL ENGINEER

_____ I hereby certify that I, or my designee under my direct supervision, have inspected the components of the stormwater management system at the above referenced project and that the SYSTEM IS FUNCTIONING IN CONFORMANCE with the paving, grading, and drainage plans approved by the District; that no structural modifications have been made to the system; and that the system is well maintained at the current time. I have prepared a list of necessary maintenance conducted (attached).

_____ I hereby certify that I, or my designee under my direct supervision, have inspected the components of the stormwater management system at the above referenced project and that the SYSTEM IS NOT FUNCTIONING IN CONFORMANCE with the paving, grading, and drainage plans approved by the District. I have prepared a list of deficiencies (attached), and have informed the owner ~~entity responsible for the operation and maintenance~~ of the following: (check one or more as appropriate):_

- _____ (A) that the system does not appear to be functioning properly and that monitoring may be required as determined by the District. _____
- _____ (B) that maintenance is required to bring the system into compliance, and that if maintenance measures are not adequate to bring the system into compliance, the system may have to be replaced or an alternative design constructed subsequent to District's approvals. _____
- _____ (C) that repairs are required to bring the system into compliance, and that if the repairs are not adequate to bring the system into compliance, the system may have to be replaced or an alternative design constructed subsequent to District's approvals. _____

Engineer's Name

Engineer's Registration License Number

Engineer's Email Address

Company Name

Company Engineering Business License No.

Company Address

City, State, Zip Code

Telephone Number

Affix Signature, Date, and Seal

Report Reviewed by Owner/Permittee:

Name of Owner/Permittee: _____ Title: _____

Signature of Owner/Permittee _____ Date _____

NAME (please print) _____ SIGNATURE OF ENGINEER

COMPANY NAME _____ FLORIDA REGISTRATION
NUMBER

COMPANY STREET ADDRESS _____ DATE

CITY, STATE, ZIP CODE

TELEPHONE NUMBER _____ (Affix Seal)

Submit two copies of this form to the Central Broward Water Control District

Title

EXHIBIT W
CENTRAL BROWARD WATER CONTROL DISTRICT
CHECK LIST FOR SINGLE FAMILY HOMES PLAN APPROVAL

Single family home sites not covered under a District approved stormwater management permit shall provide two sets of plans to the Central Broward Water Control District, and provide the following information:

- A. The applicant shall provide a detailed cross-section of the berm to include onsite and existing offsite elevations.
- B. The applicant shall clearly show on the plans existing and proposed grading at no greater than 100-foot grid points extending 25 feet beyond the boundaries of the property.
- C. Plans shall clearly show lot dimensions and square footage
- D. Plans shall indicate the exact location of the building and other proposed structures
- E. Plans shall delineate all existing drainage easements and proposed easements for drainage and/or water management
- F. If offsite discharge is provided, applicant shall indicate what best management practices will be incorporated in the design to reduce pollutant discharges, and shall provide applicable details in the plans.
- G. The applicant shall provide supporting drainage calculations justifying the elevation of the berm and demonstrating that sufficient storage is available to retain the 25-year, 3-day, storm event within the property. The applicant shall tabulate the ground elevation, area, and accumulated storage of available open space, starting at the lowest elevation of the property and at each half-foot increment up to the elevation of the berm. The following sample calculation is provided as guidance:

Elevation (feet NGVD 29)	Partial Area (acres)	Storage (acre-ft)	Accumulated Storage (acre-ft)
5.25 (low elevation)	0.05	0.00	0.00
5.50	0.16	0.026	0.026
6.00	0.21	0.093	0.119
6.50	0.27	0.12	0.239
7.00	0.31	0.145	0.384
7.25 (berm elevation)	0.35	0.066	0.45

Partial storage is calculated: **0.093** = $(0.21+0.16) \times (6.00-5.50) / 2$
 Accumulated storage is calculated: **0.119** = $0.026+0.093$

EXHIBIT X

BLEED DOWN TIME FOR RETENTION SYSTEMS SAMPLE PROBLEM

SECTION 2.05: “All retention areas (dry and wet) must be capable of percolating the design storage volume within 72 hours...”

This criterion applies to all dry retention areas and wet retention areas with no discharge. The objective is to release the captured retention volume and free up retention storage to capture runoff from future storm events. An acceptable approach to estimate the time required to exfiltrate the design volume relies on a modified version of the following equation from the SFWMD Environmental Resource Permit Information Manual, Part III – References and Design Aids, Appendix G, Exfiltration Trenches :

$$L=V/[K(H_2W+2H_2D_u-D_u^2+2H_2D_s)+(1.39\times 10^{-4})WD_u] \quad (1)$$

where $V = FS[(\%WQ)(V_{wq}) + V_{add}]$ as described in the SFWMD ERP Information Manual

This equation calculates the length of exfiltration trench required to exfiltrate a given runoff volume in one hour. The total runoff volume captured by the trench accounts for the following: (1) the volume of water exfiltrated out the trench bottom; (2) the volume of water exfiltrated out the trench sides; and (3) the trench storage capacity.

For its application to dry and wet retention areas, terms related to trench storage and bottom exfiltration were removed, since exfiltration occurs almost exclusively through the sides of the retention area. In addition, a factor of 0.5 is applied since retention areas exfiltrate along their perimeter (one side) as oppose to two sides. The resulting modified equation is as follows:

$$V=\frac{L*[K(2H_2D_u-D_u^2+2H_2D_s)]}{2}$$

For retention areas, H_2 and D_u take on the same value. The saturated depth (D_s) will vary depending on the nature of the reservoir. For dry retention areas, D_s will generally assume the value of one foot (the distance between the bottom of the retention area and the water control elevation). For wet detention areas, D_s will be equal to the depth of the lake/pond as measured from the water control elevation.

An example of the use of this formula is as follows:

Given

- A. Required Retention Volume = 12 ac-in
- B. Dry Retention Area = 0.5 acres
- C. Dry Retention Perimeter = 600 ft
- D. Design Volume Head = 2 ft
- E. Hydraulic Conductivity = 1.75×10^{-4} cfs/ft² – ft

Using the revised formula,

$$V = \frac{L[K(2H_2D_u - Du^2 + 2H_2D_s)]}{2}$$

V = Volume of water treated in one hour (ac-in)

$$K = 1.75 \times 10^{-4} \text{ cfs/ft}^2 - \text{ft}$$

$$H^2 = D_u = 2 \text{ ft}$$

$$D_s = 1 \text{ ft}$$

$$L = 600 \text{ ft}$$

Solving for V gives,

$$V = .42 \text{ Ac-in/hr, when the retention area is full}$$

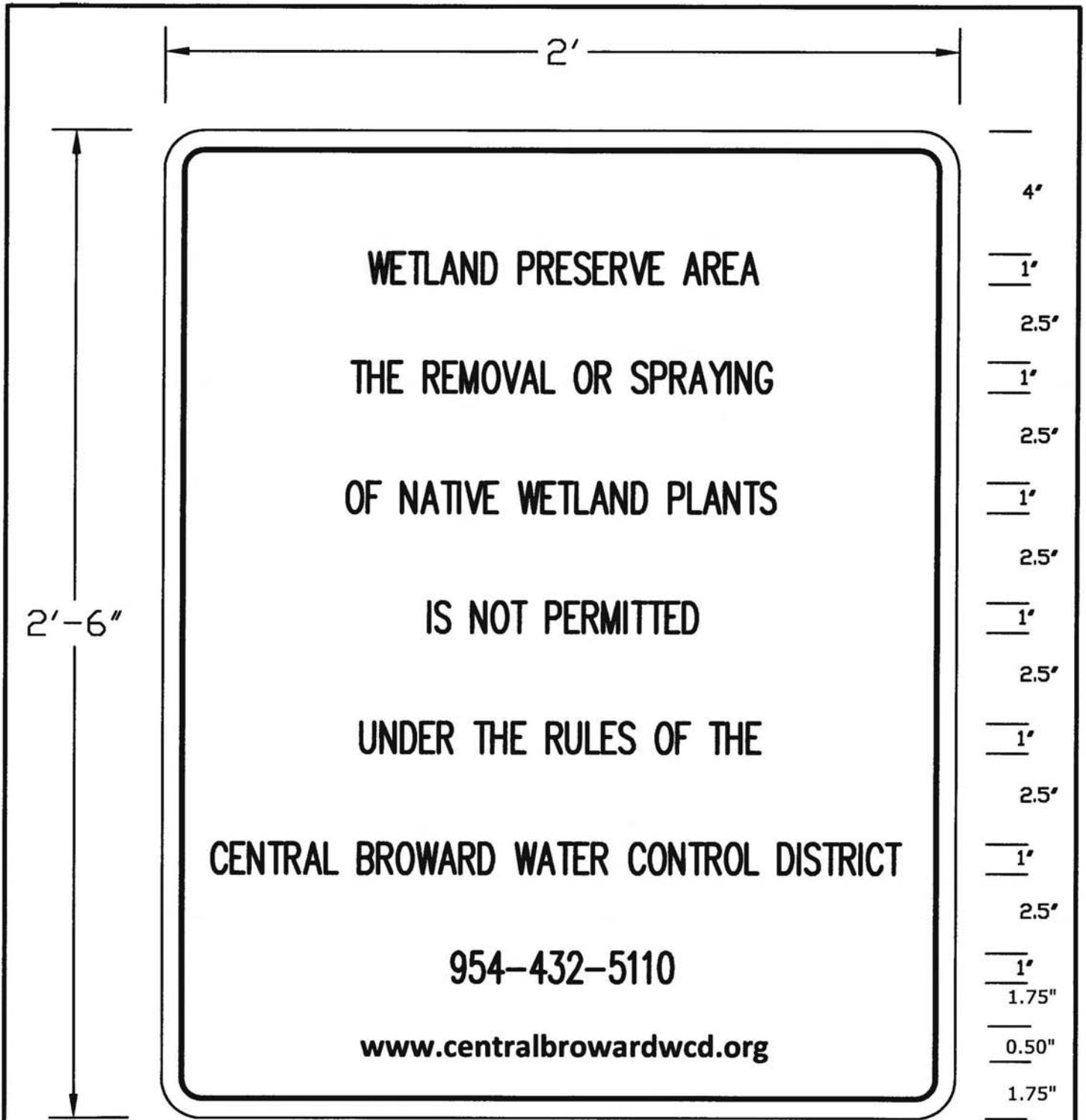
$$\text{Average } V = (0.0 + 0.42)/2 = 0.21 \text{ acre-in}$$

Time to drain retention volume,

$$T = \frac{12 \text{ ac-in}}{.21 \text{ ac-in/hr}} = 57.2 \text{ hrs}$$

57.2 hrs < 72 hrs; therefore, the design meets the 72-hour bleed down criterion

EXHIBIT X



TYPICAL WETLAND PRESERVE AREA SIGN

N.T.S.

NOTES:

2' X 2'-6"

1 1/2" RADII 5/8" BORDER 3/8" INSET

WHITE BACKGROUND

BLACK LEGEND AND BORDER

1 **SURFACE WATER MANAGEMENT DESIGNATION**
2 **AND**
3 **DECLARATION OF RESTRICTIVE COVENANTS**
4

5 THIS Surface Water Management Designation and Declaration of Restrictive Covenants
6 made this _____ day of _____, 20____, by _____
7 _____ whose
8 address is _____
9 hereinafter referred to as "Property Owner"

10
11 WITNESSETH:

12
13 WHEREAS, Property Owner is the fee title owner of certain lands lying and being in
14 _____, Broward County, Florida, as described in Attachment "A", attached hereto
15 and made a part hereof, hereinafter referred to as "Property" and which is also known by Broward
16 County Property Appraiser's Folio No. _____; and,

17 WHEREAS, Property Owner seeks to place certain restrictions on the proposed
18 development which will conform to the level of service for drainage as required by the Broward
19 County Land Development Code, Chapter 5, Article IX, Broward County Code of Ordinances;
20 and,

21 WHEREAS, the _____ is relying upon this
22 designation and covenant in issuance of a building permit for the property and the Central Broward
23 Water Control District ("District") is relying upon this designation and covenant in representing to
24 the _____ that the proposed development meets Broward
25 County's level of service for drainage; NOW, THEREFORE,

26 The Property Owner hereby declares that the Property shall hereafter be held, maintained,
27 transferred, sold, conveyed, and owned subject to the following designation and restrictive
28 covenants:

- 29
30
31 1. **RESTRICTIONS:**
32 A. A surface water management area for the storage and flowage of
33 surface water to meet Broward County's level of service standards
34 is hereby established over, across and through the portion of the
35 Property described in Attachment "B" ("Water Management Area").

37 B. Property Owner acknowledges that the Property Owner is
38 responsible for maintenance of the entire surface water
39 management area designated by this document and that this area
40 shall be designed, developed and maintained in accordance with
41 the requirements of the District to ensure that the water
42 management area provides for the retention/detention of surface
43 water to meet the applicable level of service standards.

44 2. **COVENANT RUNNING WITH THE LAND**: this Restriction and Declaration
45 shall run with the land described in Attachments “A” and “B” and shall be
46 binding on all parties and all persons acquiring title to the Property.

47 3. **ENFORCEMENT**: The _____ through its
48 _____, its successors and assigns, and the
49 District are the beneficiaries of this Declaration and Restriction; and as
50 such, either the County, the District or the municipality, or any of them, may
51 enforce the terms of this Declaration by an action at law or in equity against
52 any person or persons, entity or entities, violating or attempting to violate
53 said terms. Furthermore, violations of this Designation and restriction shall
54 be contrary to the development permit issued for the development of the
55 Property, and as such, shall constitute a violation of Chapter 5, Article IX,
56 the Broward County Land Development Code, Broward County Code of
57 Ordinances, and may be enforced in any manner that a violation of a county
58 ordinance may be enforced.

59 4. **AMENDMENT**: This Designation and Restriction may be released in part
60 or in whole by the District upon a determination that the applicable level of
61 service has been reduced or that the construction of additional drainage
62 facilities reduces the need for on-site surface water management
63 applicable level of service has been reduced or that the construction of
64 additional drainage facilities reduces the need for on-site surface water
65 management areas.
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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:

PROPERTY OWNER

Witness signature

Signature

Witness printed name

Printed Name

Witness signature

Witness printed name

Witness signature

Signature

Witness printed name

Printed Name

Witness signature

Witness printed name.

94 **FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:**

95
96 STATE OF _____

97 COUNTY OF _____

98 The foregoing instrument was acknowledged before me by means of physical presence
99 or online notarization, this (date) _____ by (name of person
100 acknowledging) _____, who is personally
101 known to me or who has produced (type of identification) _____
102 as identification.

103
104 _____
105 (Signature of person taking acknowledgment)

106
107 _____
108 (Name typed, printed or stamped)

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110 _____
111 (Title or rank)

112
113 _____
114 (Serial number, if any)

115
116 _____

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119 **FOR A CORPORATION:**

120
121 STATE OF _____

122 COUNTY OF _____

123 The foregoing instrument was acknowledged before me by means of physical presence
124 or online notarization, this (date) _____ by (name of officer or agent,
125 title of officer or agent) _____,
126 of (name of corporation acknowledging) _____, a (state
127 or place of formation) _____ corporation, on behalf of the corporation.
128 He/She is personally known to me or has produced (type of identification) _____
129 _____ as identification.

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132 _____ (Continued on next page)

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(Signature of person taking acknowledgment)

(Name typed, printed or stamped)

(Title or rank)

(Serial number, if any)

FOR A LIMITED LIABILITY COMPANY:

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this (date)_____ by (name of member, manager, officer or agent, title of member, manager, officer or agent)_____
_____, of (name of corporation acknowledging)_____, a (state or place of formation)_____ limited liability company, on behalf of the company, who is personally known to me or who has produced (type of identification) _____ as identification.

(Signature of person taking acknowledgment)

(Name typed, printed or stamped)

(Title or rank)

(Serial number, if any)

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FOR A PARTNERSHIP:

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence
or online notarization, this (date) _____ by (name of partner or agent)
_____, partner (or agent) on behalf of
(name of partnership) _____ a partnership.

He/She is personally known to me or has produced (type of identification) _____
_____ as identification.

(Signature of person taking acknowledgment)

(Name typed, printed or stamped)

(Title or rank)

(Serial number, if any)

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ATTACHMENT "A"

(LEGAL DESCRIPTION OF PROPERTY BEING DEVELOPED)

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ATTACHMENT "B"

(LEGAL DESCRIPTION OF SURFACE WATER MANAGEMENT AREA)

As shown on the attached sketch.

STORMWATER MANAGEMENT WORKS PERMIT
CENTRAL BROWARD WATER CONTROL DISTRICT
8020 Stirling Road
Hollywood, Florida 33024
Phone: (954) 432-5110; Fax (954) 432-8603

PERMIT NO.: W- _____
ISSUE DATE: _____
EXPIRATION DATE: _____

Permittee: _____
Permittee's address: _____

Project Name: _____

Authorizing: The construction and operation of water management works to serve:

Project Location: _____
Section(s): _____ Township: _____ South Range: _____ East

Jurisdiction: _____, Broward County, Florida

This permit is issued under the provisions of Central Broward Water Control District's Stormwater Management Regulations, Standards, Procedures, and Design Criteria. The above-named permittee, is hereby authorized to perform the work and operate the facility shown on the approved drawings(s), plans, documents, and specifications, as submitted by the permittee, and made a part hereof and specifically described as follows:

The plans, specifications, and supporting documents prepared by:

CBWCD Application No.: ____ - ____ - ____
Application Date: _____

Permittee's Engineer: _____
Firm: _____
Engineer's Address: _____

Email: _____

Permit Number Syntax: W-XXX, where XXX is the sequential CBWCD file number

Application Number Syntax: YYMMDD-Z-B

YYMMDD = Date the application was received (2-digit year, 2-digit month, 2-digit date)
Z = Commission zone number
B = C-11 "W" or "E" Basin

EXAMPLE: 190109-6-W is for an application received on January 9th, 2019 that is within Commission Zone 6 in the C-11 West Basin.

GENERAL CONDITIONS:

1. The terms, conditions, requirements, limitations and restrictions set forth herein are accepted by the permittee and enforceable by the Central Broward Water Control District (CBWCD) pursuant to the CBWCD Charter and the Stormwater Management Regulations, Standards, Procedures, and Design Criteria (RSPDC) manual of the CBWCD, latest edition. The CBWCD will review this permit periodically and may revoke the permit, initiate administrative and/or judicial action for any violation of the conditions by the permittee, its agents, employees, servants, representatives, or principals.
2. This permit is valid only for the specific use set forth in the permit application and any deviation from the approved uses may constitute grounds for revocation and enforcement action by the CBWCD.
3. In the event the permittee is temporarily unable to comply with any of the conditions of the permit, the permittee shall notify CBWCD within twelve (12) hours. Within five (5) working days of the event, the permittee shall submit a written report to CBWCD that describes the incident, its cause, the measures being taken to correct the problems and prevent its reoccurrence, the owner's intention toward repair, replacement, and reconstruction of destroyed facilities, and a schedule of events leading toward operation within the permit conditions.
4. The issuance of this permit does not convey property rights, any vested rights or exclusive privileges, other than those specified herein, nor does it authorize any injury to public or private property or any invasion of personal rights, or any violations of federal, state or local laws or regulations.
5. This permit must be available for inspection on permittee's premises during the entire life of the permit.
6. By accepting this permit, the permittee understands and agrees that all records, notes, monitoring data and other information relating to the construction or operation of this permitted source, that are submitted to the CBWCD, may be used by the CBWCD as evidence in any enforcement proceeding arising under CBWCD's Charter, RSPDC, and/or Chapter 27 of the Broward County Code of Ordinances except where such use is prohibited by Section 403 .111, Florida Statutes.
7. The permittee agrees to comply with CBWCD's RSPDC.
8. Any new owner of a permitted facility shall apply by letter for a transfer of permit within five (5) days after sale or legal transfer. The transferor shall remain liable for performance in accordance with the permit until the transferee applies for, and is granted a transfer of permit. The transferee shall also be liable for performance in accordance with the permit.
9. The permittee, by acceptance of this permit, specifically agrees to allow access to the permitted source at reasonable times by CBWCD personnel for the purposes of inspection and testing to determine compliance with this permit and the RSPDC.
10. This permit does not constitute a waiver of or approval of any other permit that may be required for other aspects of the total project.
11. If the permittee wishes to renew the permit or extend its terms, he shall make application sixty (60) days prior to its expiration. Expired permits are not renewable.
12. In addition to the general conditions set forth above, each permit issued by the CBWCD shall contain specific conditions determined by site conditions and requirements pursuant to the regulations as determined by the CBWCD. Permittee agrees that specific conditions are enforceable by the CBWCD for any violation thereof.

~~SPECIFIC CONDITIONS~~

~~4.13.~~ The permittee shall hold and save the CBWCD harmless from any and all damages, claims, or liabilities which may arise by reason of the construction, operation, maintenance or use of any facility authorized by the permit.

~~2.14.~~ ~~The permit does not convey property rights nor any rights or privileges other than those specified therein.~~

~~3.14.~~ No construction authorized by the permit shall commence until a responsible entity acceptable to the CBWCD has been established and has agreed to operate and maintain the efficiency of the system and has executed a maintenance agreement with the CBWCD. The entity must be provided with sufficient ownership so that it has control over all water management facilities authorized therein. Upon receipt of written evidence of the satisfaction of this condition, the CBWCD will issue authorization to commence the construction.

~~4.15.~~ The permit for construction shall expire twenty-four (24) months after the date of Board approval unless:
~~1) the appropriate bonds have been provided to the District and remain in force and work has commenced, or~~
~~2) an extension of time is granted by the Board of District Commissioners.~~

~~5.16.~~ The operation or construction will be in accordance with be approved plans submitted with the application. Any modification must be submitted to the CBWCD in writing and receive prior approval.

~~6.17.~~ The permittee shall comply with all applicable local land use and subdivision regulations and other local requirements. In addition, the permittee shall obtain all necessary Federal, State, County, and CBWCD authorizations prior to the start of any construction alteration of works authorized by this permit.

~~7.18.~~ The permittee shall prosecute the work authorized in a manner so as to minimize any adverse impact of the works on fish, wildlife, natural environmental values, and water quality. The permittee shall institute necessary measures during the construction period, including fill compaction of any fill material placed around newly installed structures, to reduce erosion, turbidity, nutrient loading and sedimentation in the receiving waters. Any erosion, shoaling or deleterious discharges due to permitted actions will be corrected promptly at no expense to the CBWCD.

~~8.19.~~ Offsite discharges during construction and development shall be made only through the facilities authorized by this permit. Water discharged from the project shall be through structures having a mechanism for regulating upstream water stages. Stages may be subject to operating schedules satisfactory to the appropriate regulatory agency.

~~9.20.~~ The area under permit will be maintained in a safe and operating condition at all times. Equipment will be promptly removed from the right-of-way or easement and the right-of-way or easement will be restored to its original or better condition within a reasonable time on termination of the authorized use.

~~10.21.~~ The permittee shall allow authorized personnel of the CBWCD, municipality, Broward County and state agencies to conduct such inspections at reasonable hours, as are necessary to determine compliance with the requirements of the permit and the approved plans and specifications.

~~11.22.~~ The permittee shall notify the CBWCD in writing within twenty-four (24) hours of the start, finish, suspension, and/or abandonment of any construction or alteration of works authorized by this permit.

~~12.23.~~ The ~~surface-storm~~water management system must be inspected by the CBWCD to verify compliance with ~~Specific Condition No. 13 the approved drawings and Specific Conditions~~ of the permit. CBWCD has requested that Broward County or the municipal agency charged with issuing a certificate of occupancy (CO), shall not issue a CO until notified of the CBWCD approval.

~~13.24.~~ Upon completion of the construction of a ~~surface-storm~~water management system or phase thereof permitted by the CBWCD, it is a requirement of the issuance of the permit, and hence transfer that a Florida ~~registered~~ licensed professional engineer must furnish certified record drawings for approval by CBWCD. The engineer shall certify that the ~~surface-storm~~water management system was constructed as permitted and include the following on each sheet of the record drawing:- Suggested wording for this is as follows:-

I HEREBY CERTIFY THAT THE ~~SURFACE-STORM~~WATER MANAGEMENT FACILITIES FOR THE ABOVE REFERENCED PROJECT REFERENCED HEREIN HAVE BEEN CONSTRUCTED IN SUBSTANTIAL ACCORDANCE WITH THE DESIGN APPROVED BY THE CENTRAL BROWARD WATER CONTROL DISTRICT, AND HEREBY AFFIX MY SEAL THIS _____ DAY OF _____, 20 ____.

(SEAL)

- ~~14-25.~~ All stormwater management facilities required for flood protection and water quality treatment must be provided prior to occupancy of any building or residence.
- ~~15-26.~~ Water Management areas shall be legally reserved to the operation entity and for that purpose by dedication on the plat, deed restrictions, easements, etc., so that subsequent owners or others may not remove such areas from their intended use. Management areas, including maintenance easements, shall be connected to a public road or other location from which operation and maintenance access is legally and physically available.
- ~~16-27.~~ Any permit which grants any entity the permission to place a structure on property which is owned by the CBWCD or upon which the CBWCD has an easement shall be construed to create a revocable permit for that structure to remain on the property. CBWCD may require removal of such a structure at no cost to the CBWCD.
- ~~17-28.~~ No beautification, or erection of any structure that will prohibit or limit access of maintenance equipment or vehicles in the right-of-way or easements will be allowed.
- ~~18-29.~~ The responsible entity shall agree to maintain the operating efficiency of the water management works. Except in cases where the responsible entity is a governmental agency, the agreement shall further require that if the water management works is not adequately maintained, the CBWCD may undertake the required work and bill all associated costs to the responsible entity. If the payment for such obligations is not satisfied within 30 days, said obligation shall become a lien against the property associated with the water management works. Where ownership of the water management works is separate from property ownership, the CBWCD shall require these agreements to be recorded in the official records of Broward County, Florida.
- ~~19-30.~~ The permittee shall keep a log of the operation and maintenance schedule for all components of the ~~surface-storm~~water management system.
- ~~20-31.~~ Monitoring may be required for sites with high pollutant generating potential, such as industrial sites, Class I and II solid waste disposal sites, sites that have undergone or are under active remediation of contaminated groundwater or soils that due to the presence of hazardous materials, and projects discharging to areas identified in Section 27-200(b)(1) of the Broward County Code of Ordinances. Such monitoring will be under the cognizance of the CBWCD and/or Broward County.
- ~~21-32.~~ The CBWCD reserves the right to require that additional water quality treatment methods be incorporated into the drainage system if such measures are shown to be necessary.
- ~~22-33.~~ ~~Permit~~ The operation phase of the permit commences with approval of the as-built/record drawing by the Central Broward Water Control District, at which time the permit is converted from a permit to construct to an operating permit.
- ~~34.~~ The operating permit shall be valid for a specific period of time not to exceed five (5) years from the date the permit is issued or renewed. The permit shall be renewed every five (5) years in accordance with the Stormwater Management Regulations, Standards, Procedures, and Design Criteria manual of the CBWCD, latest edition.

SPECIFIC CONDITIONS

1.

Issued this _____ day of _____, 20_____

Central Broward Water Control District

Mike Crowley, District Manager