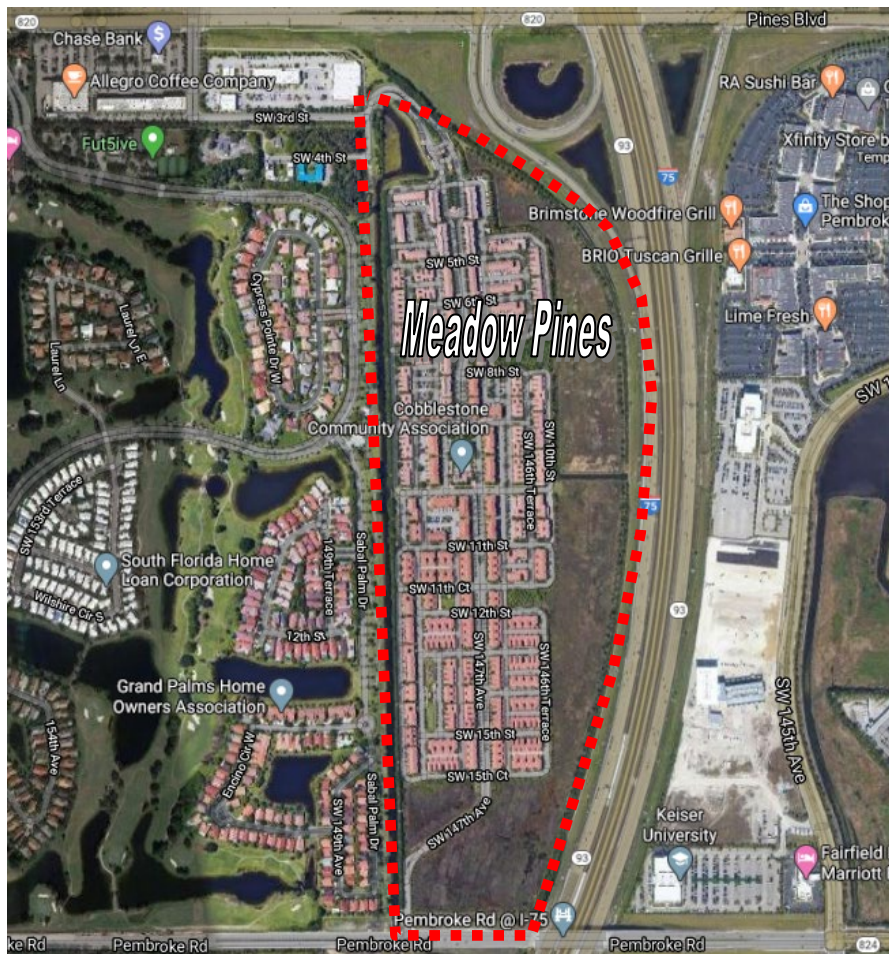


# Meadow Pines Community Development District

Year 2023 Engineer's Report regarding the Status of Ownership, Working Order and Condition of the Public Infrastructure.



**Project:**

MEADOW PINES (AKA COBBLESTONE)  
PEMBROKE PINES, FL

**Prepared for:**

MEADOW PINES COMMUNITY DEVELOPMENT DISTRICT  
BOARD OF SUPERVISORS  
PEMBROKE PINES, FL

**Prepared by:**

SUN-TECH ENGINEERING, INC.  
4577 NOB HILL ROAD, SUITE 102  
SUNRISE, FL 33351.



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## I. Purpose

Sun-Tech Engineering, Inc. (STE), as District Engineer for Meadow Pines Community Development District (MPCDD) has been contracted by the Special District Services to prepare an annual report in order to comply with the requirements of Article IX, Section 9.20(b) of the Master Trust Indenture between the District and Wachovia Bank National Association dated December 1<sup>st</sup>, 2003. This 2023 annual update reflects the current conditions of public roads and sidewalks, storm water management system, conservation area, water distribution and sanitary sewer systems within the District.

## II. District Location

The Meadow Pines Community Development District (MPCDD) is approximately 123 acres located in Section 15 and 22, Township 51S, Range 40E, within the City of Pembroke Pines, Florida. It is bounded by Interstate 75 on the east, Pines Boulevard on the north, Pembroke Road on the south and South Broward Drainage District (SBDD) Canal No. 4 on the West. See Exhibit “A” for Location Map.

## III. Project Description

The Meadow Pines project (AKA COBBLESTONE) consists of approximately 75 acres of residential development, 1.67 acres of water management area and 46.64 acres of conservation area/water management. The project was divided into two phases as indicated in Exhibit “B” (Phasing and Areas) for developmental purposes. The District financed the public infrastructure to the extent of the proceeds generated by the Series 2004A Bonds. The District improvements include roadway, sidewalks, conservation/water management area, water and wastewater systems and drainage system.

Specifically, the improvements consist of the following:

### 1. Public Roads and Sidewalks

#### *Proposed*

Entrance improvements included the roadway, sidewalks, median, landscape improvements, irrigation, signing and pavement markings from Pines Boulevard to the turn-around at the guardhouse. Public improvements also include modifications to (a) Pines Boulevard and southbound on/off ramps to I-75 consisting of eastbound right turn and westbound left turn lanes, (b) signalized intersection at entrance leading to the District at Pines Boulevard and SW 149<sup>th</sup> Ave (c) a signalized intersection at the southbound I-75 and Pines Boulevard intersection and (d) associated turn lanes and ramp modifications.

Status

The entrance improvements from Pines Blvd. to the turn-around at the gatehouse entering Phase I have been completed and are in good operating condition. The right of way, including the improvements, up to the limits of Meadow Pines plat, is owned by the City of Pembroke Pines, refer to Exhibit “C” (Public Roads Improvements). From the limit of the plat to the guardhouse turnaround, the improvements are managed by the HOA. The HOA is still currently funding and managing the maintenance of the entrance improvements i.e., roadway, sidewalks, median, landscape improvements, irrigation and signage and pavement markings and all improvements are in good condition and currently operating as designed. The secondary entrance (south project entrance) has now been completed and opened for use along with the completion of Pembroke Road (not a part of this development). Both accesses appear to be in good operating condition and experiencing no current issues.

**2. Stormwater Management System**

Proposed

The stormwater management system consists of 1.67 acres of water management and 54.88 acres of conservation area which provides the storage requirements for the Development. Surface runoff from the site is routed to the stormwater management area via swales, catch basins and culverts and eventually to SBDD Canal No. 4. The conveyance system is owned and operated by the District.

Status

In the past, the HOA has funded and managed the operation and maintenance of the stormwater management parcel and the conservation area. The District now owns and operates in perpetuity the storm water conveyance system and conservation area via South Broward Drainage District (SBDD) operation and maintenance permit (OM 061709/R), Environmental Resource License DF02-1087 and US Army Corp of Engineers Permit No.: 198900117 (IP-KE).

On May 29<sup>th</sup>, 2017, Broward County Commission approved the final conveyance of the conservation easement to the District, thus completing the permit condition requirements of Broward County Environmental Protection and Growth Management Department and US Army Corps of Engineers and memorializing the District’s responsibility for operation and maintenance of the conservation area in perpetuity.

On January 17<sup>th</sup>, 2018, Broward County Resilient Environmental Department (Aka Environmental Protection and Growth Management Department) issued an operating entity transfer of the Environmental Resource License DF02-1087 from Westbrook Companies, Inc. to Meadow Pines Community Development District c/o Special District Services, Inc.; thus,

completing the process and providing ownership and maintenance responsibility to the District. Refer to Exhibit “D” (Stormwater Management System).

Permits with the following agencies were previously certified and approved. They are currently functioning within its operation phase under compliance status:

- South Florida Water Management District (SFWMD) application No. 031010-10
- South Florida Water Management District (SFWMD) application No. 060224-15
- South Broward Drainage District (SBDD) permit No. OM 061709/R

Refer to Exhibit “E” (Broward County Commission approval of Joint Deed of Conservation Easement and Project Acceptance letters).

As part of the Operation and Maintenance portion of the South Broward Drainage District (SBDD) surface water management system permit, an inspection and re-certification of the entire drainage system must be performed by a Professional Engineer every five (5) years to verify compliance with the requirements of the operational permit. Any repairs or maintenance required of the system as outlined by the Engineer must be addressed, re-certified and approved by SBDD prior to the permit expiration date of March 18<sup>th</sup>, 2027. Refer to Exhibit “F” – South Broward Drainage District 2022-2027 Operations and Maintenance Permit.

As part of the engineering permits, SFWMD issued water use permit no. 06-04288-W on January 13<sup>th</sup>, 2005, to Westbrooke Homes, Inc. with an expiration date of October 30, 2006. On October 8<sup>th</sup>, 2008, SFWMD officially issued the renewal and modification of the permit to Standard Pacific Homes, Inc. with an expiration date of October 11<sup>th</sup>, 2028. On November 10<sup>th</sup>, 2010, a letter modification was approved by SFWMD to change the submittal frequency of the compliance report described in condition 24 of the permit. On December 29<sup>th</sup>, 2020, SFWMD approved the transfer of the water use permit from Standard Pacific Homes Inc. to Cobblestone Community Association and Meadow Pines Community Development District. As such, a water use compliance report must be submitted to SFWMD for review and approval every ten (10) years from the date of issuance. Additionally, condition 17 and 18 require that a pump calibration report be provided every five (5) years and a meter calibration report be submitted every three (3) months from the date of issuance respectively. A reclaimed water feasibility report must also be submitted every five (5) years per condition 24. Below is a table summary of all the required compliance reporting documents. The due dates highlighted in red are past due and must be submitted ASAP to ensure compliance with the permit conditions. Please refer to Exhibit “G” – SFWMD Water Use Permit for a compilation of supporting documents and examples of the required compliance items.

<b>Water Use Permit Limiting Conditions - 06-04288-W</b>				
<b>Limiting Condition No.</b>	<b>Description</b>	<b>Due Date</b>	<b>Collection Frequency</b>	<b>Submittal Frequency</b>
17	PH I - Pump Calibration Report	4/30/2024	Every 5-Years	Every 5-Years
	PH II - Pump Calibration Report	4/30/2024	Every 5-Years	Every 5-Years
18	PH I - Monthly Withdrawal Report (Jan. - Mar.)	4/30/2023	Monthly	Quarterly
	PH II - Monthly Withdrawal Report (Jan. - Mar.)	4/30/2023	Monthly	Quarterly
	PH I - Monthly Withdrawal Report (Apr. - Jun.)	7/31/2023	Monthly	Quarterly
	PH II - Monthly Withdrawal Report (Apr. - Jun.)	7/31/2023	Monthly	Quarterly
	PH I - Monthly Withdrawal Report (Jul. - Sep.)	10/31/2023	Monthly	Quarterly
	PH II - Monthly Withdrawal Report (Jul. - Sep.)	10/31/2023	Monthly	Quarterly
	PH I - Monthly Withdrawal Report (Oct. - Dec.)	1/31/2024	Monthly	Quarterly
	PH II - Monthly Withdrawal Report (Oct. - Dec.)	1/21/2024	Monthly	Quarterly
	PH I - Monthly Withdrawal Report (Jan. - Mar.)	4/30/2024	Monthly	Quarterly
	PH II - Monthly Withdrawal Report (Jan. - Mar.)	4/30/2024	Monthly	Quarterly
	PH I - Monthly Withdrawal Report (Apr. - Jun.)	7/31/2024	Monthly	Quarterly
	PH II - Monthly Withdrawal Report (Apr. - Jun.)	7/31/2024	Monthly	Quarterly
	PH I - Monthly Withdrawal Report (Jul. - Sep.)	10/31/2024	Monthly	Quarterly
	PH II - Monthly Withdrawal Report (Jul. - Sep.)	10/31/2024	Monthly	Quarterly
	PH I - Monthly Withdrawal Report (Oct. - Dec.)	1/31/2025	Monthly	Quarterly
	PH II - Monthly Withdrawal Report (Oct. - Dec.)	1/31/2025	Monthly	Quarterly
21	Reclaimed Water Feasibility Report	9/30/2026	Every 5-Years	Every 5-Years
24	Water Use Compliance Report	10/31/2028	Every 10 Years	Every 10 Years

### 3. Water Distribution System

*Proposed*

The potable water system includes a 16-inch transmission main and a distribution system consisting of 8-inch and 6-inch interior lines, together with fire hydrants and system appurtenances. The Development plans call for three points of connection to the existing City mains. The water distribution system was completed and has been conveyed to the City of Pembroke Pines for operation and maintenance.

*Status*

The water distribution systems for Phase I and Phase II have been installed, certified for use through Florida Department of Environmental Protection (FDEP) and Broward County Health Department (BCHD) and accepted for ownership, operation and maintenance by the City of Pembroke Pines.

The system is currently functioning as designed and appears to be in good operating condition. See Exhibit “H” for Water and Sanitary Sewer System.

### 4. Sanitary Sewer System

*Proposed*

The proposed sanitary sewer system improvements include an 8-inch gravity collection system and 6-inch lateral lines, two lift stations and associated force main.

*Status*

The Phase I and Phase II sanitary sewer systems have been installed, certified for use and accepted for ownership, operation and maintenance by the City of Pembroke Pines. The system appears to be in good condition and operating as designed. See Exhibit “H” for Water and Sanitary Sewer System.

## IV. Insurance Carried by the District (Exhibit “I”)

### General Liability Coverage

Bodily Injury, Property Damage	\$1,000,000	Per Occurrence
Personal Injury & Advertising Injury	Included	Per Person or Organization
Products/Completed Operation	Included	
Medical Payments	\$5,000	

Employee Benefits Liability Limit	\$1,000,000	Per person
Fire Damage Limit	Included	Any One Premise
No Fault Sewer Backup	\$25,000 \$250,000	Per Claimant Aggregate Limit
Pesticide/Herbicide Limit	\$1,000,000	Per Occurrence and Aggregate Limit

**Public Official’s Liability Coverage**

Public Officials’ Liability	\$1,000,000 \$2,000,000	Each Claim Aggregate Limit
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**Employment Practices Liability**

Employment Practices Liability	\$1,000,000 \$2,000,000	Each Claim Aggregate Limit
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**Public Crisis Events**

Public Crisis Events	\$25,000	Each Claim
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**V. Pictures**

A site visit was conducted by Sun-Tech Engineering, Inc. on June 18<sup>th</sup>, 2024. Approximate locations of the photos shown below are provided in Exhibit J as indicated by the superscript numbers of each photo.

1. Public Roads



Phase I (Entrance Road) <sup>(1)</sup>



Phase I (Roadway) <sup>(2)</sup>





Phase II (Entrance Road) <sup>(3)</sup>



Phase II (Roadway) <sup>(4)</sup>

## 2. Stormwater Management System



Phase I (Drainage Inlet) <sup>(5)</sup>



Phase II (Drainage Inlet) <sup>(6)</sup>



Phase I (Lake) <sup>(7)</sup>



Phase I (Wetland Conservation Area) <sup>(8)</sup>



Wetland Conservation Area – Outfall Structure <sup>(9)</sup>



Phase II (Wetland Conservation Area) <sup>(10)</sup>



Phase II (Wetland Conservation Area) <sup>(11)</sup>



Phase II (Wetland Conservation Area) <sup>(12)</sup>

3. Water Distribution System



Phase I (Double Detector Check Valve) <sup>(13)</sup>



Phase II (Double Detector Check Valves) <sup>(14)</sup>



Phase I (Fire Department Connection) <sup>(15)</sup>



Phase II (Fire Department Connection) <sup>(16)</sup>



Phase I (Fire Hydrant) <sup>(17)</sup>



Phase II (FDC & Fire Hydrant) <sup>(18)</sup>



Phase I (Gate valves) <sup>(19)</sup>



Phase II (Gate valves) <sup>(20)</sup>



Phase II (Water meter boxes) <sup>(21)</sup>



Phase II (Water meter boxes) <sup>(22)</sup>

4. Sanitary Sewer System:



Phase I (Lift Station) <sup>(23)</sup>



Phase II (Lift Station) <sup>(24)</sup>



Phase I (Sanitary Sewer Manhole) <sup>(25)</sup>



Phase II (Sanitary Sewer Manhole) <sup>(26)</sup>



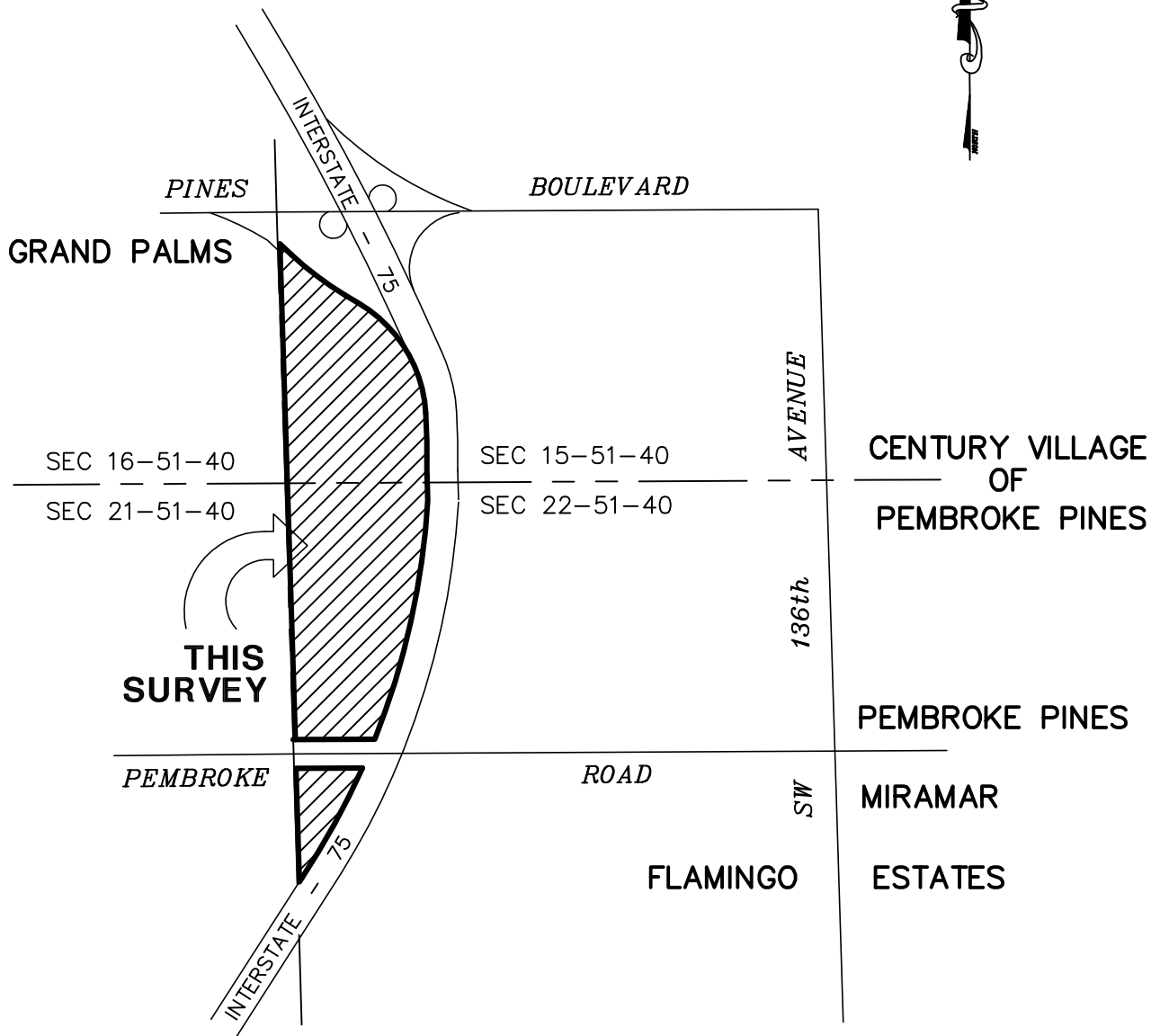
Phase I (Cleanout) <sup>(27)</sup>



Phase II (Cleanout) <sup>(28)</sup>

## Exhibit “A” – Location Map





**EXHIBIT "A"**  
**LOCATION MAP**  
Not To Scale

 **STE Sun-Tech Engineering, Inc.**  
Engineers • Planners • Surveyors

4577 Nob Hill Road, Suite 102  
Sunrise, FL 33351  
www.suntecheng.com

Certificate of Auth. #7097/LB 7019  
Phone (954) 777-3123  
Fax (954) 777-3114

**MEADOW PINES COMMUNITY DEVELOPMENT**  
**DISTRICT PEMBROKE PINES, FL**

**STE PROJECT No.10-3343**   **DATE: 05-20-2022**

**LOCATION MAP**  
**EXHIBIT A**

**BY: F.V.**   **REV: C.L**

## Exhibit “B” – Phasing & Areas

1.67 ACRE STORMWATER  
MANAGEMENT TRACT

75 ACRE RESIDENTIAL AREAS

PHASE I

PHASE II

PHASE I

PHASE II

46.64 ACRE  
CONSERVATION AREA

**EXHIBIT "B"**  
**PHASING & AREAS**  
Not To Scale



**Sun-Tech**  
Engineering, Inc.  
Engineers • Planners • Surveyors

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Sunrise, FL 33351  
www.suntecheng.com  
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Fax (954) 777-3114

*MEADOW PINES COMMUNITY DEVELOPMENT  
DISTRICT PEMBROKE PINES, FL*

STE PROJECT No. 10-3343

DATE:05-20-2022

PHASING AREAS

EXHIBIT B

BY: F.V

REV: C.L

## Exhibit “C” – Public Road Improvements

SIGNALIZED INTERSECTION  
(CONSTRUCTED)

PINES BOULEVARD ENTRANCE  
(CONSTRUCTED)



PHASE I  
PHASE II

PHASE I  
PHASE II

PEMBROKE ROAD ENTRANCE  
(CONSTRUCTED)

**EXHIBIT "C"**  
**PUBLIC ROAD**  
**IMPROVEMENTS**  
Not To Scale



**Sun-Tech**  
Engineering, Inc.  
Engineers • Planners • Surveyors

4577 Nob Hill Road, Suite 102  
Sunrise, FL 33351  
www.suntecheng.com  
Certificate of Auth. #7087/LB 7019  
Phone (954) 777-3123  
Fax (954) 777-3114

**MEADOW PINES COMMUNITY DEVELOPMENT**  
**DISTRICT PEMBROKE PINES, FL**

**PUBLIC ROAD IMP.**

**EXHIBIT C**

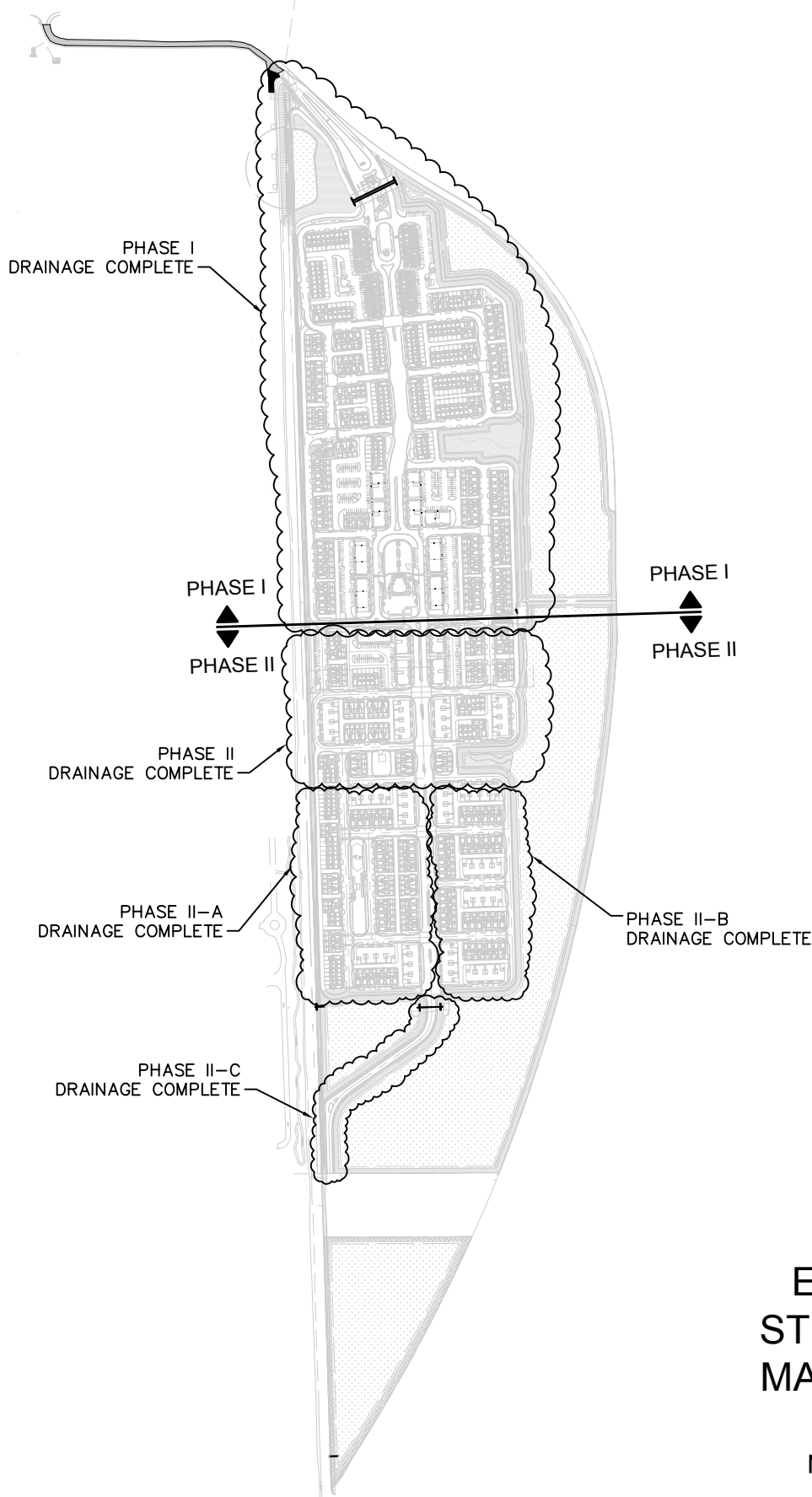
**STE PROJECT No. 10-3343**

**DATE: 05-20-2022**

**BY: F.V**

**REV: C.L**

## Exhibit “D” – Stormwater Management System



**EXHIBIT "D"**  
**STORMWATER**  
**MANAGEMENT**  
**SYSTEM**  
 Not To Scale



4577 Nob Hill Road, Suite 102  
 Sunrise, FL 33351  
 www.suntecheng.com  
 Certificate of Auth. #7097/LB 7019  
 Phone (954) 777-3123  
 Fax (954) 777-3114

*MEADOW PINES COMMUNITY DEVELOPMENT*  
*DISTRICT PEMBROKE PINES, FL*

STE PROJECT No. 10-3343

DATE: 05-20-2022

STORMWATER M. S.

EXHIBIT D

BY: F.V

REV: C.L



Environmental Protection and Growth Management Department  
**ENVIRONMENTAL ENGINEERING AND PERMITTING DIVISION**  
1 North University Drive, Mailbox 201, Plantation, Florida 33324 • 954-519-1483 • FAX 954-519-1412

January 17, 2018

Mr. Todd Wodraska, Agent  
Meadow Pines Community Development District  
c/o Special District Services, Inc.  
2501A Burns Road  
Palm Beach Gardens, Florida 33410

Re: Meadowpines - ERL No: DF02-1087

Dear Mr. Wodraska:

This is to acknowledge receipt of application for transfer of the referenced license issued to Westbrook Companies, Inc. for the Meadowpines project. The request is hereby approved as follows:

License No.	DF02-1087
Transferred from:	Westbrook Companies, Inc. 9350 Sunset Drive, Suite 100 Miami, Florida 33173
Transferred to:	Meadow Pines Community Development District c/o Special District Services, Inc. 2501A Burns Road Palm Beach Gardens, Florida 33410

The scope and all other conditions of the license including the expiration date remain the same. Attach this letter to the original as it becomes a part thereof.

Sincerely,

*Linda Sunderland*

Linda Sunderland, NRS  
Natural Resources Manager

C: Valerie J. Mebane, Smart-Sciences (via email: [vmebane@smart-sciences.com](mailto:vmebane@smart-sciences.com))



Exhibit “E” – Project Acceptance Letters and Broward County Commission approval of Joint Deed of Conservation of Easement



## SOUTH FLORIDA WATER MANAGEMENT DISTRICT

District Headquarters: 3301 GunClub Road, West Palm Beach, Florida 33406 (561) 686-8800 [www.sfwmd.gov](http://www.sfwmd.gov)

February 28, 2012

STANDARD PACIFIC OF S. FLORIDA  
2000 NW 150TH AVE.  
STE 1110  
PEMBROKE PINES, FL 33028

Dear Permittee :

**Subject : Acceptance of Construction Completion Certification  
Initiate Permit Transfer & Conversion to Operation Phase  
MEADOW PINES  
Permit No. 06-00095-S-38, Application No. 031010-10  
Broward County, S15,22/T51S/R40E**

This letter is to acknowledge receipt of your consulting engineer's construction completion certification pertaining to the subject parcel's surface water management system. The submitted information has been accepted and incorporated into the permit file.

By accepting the engineer's certification, District staff considers the surface water management system permitted under the above listed application number(s) to be constructed in substantial conformance with the plans and specifications approved by the District. This satisfies your permit conditions regarding submittal of an engineer's certification for construction completion of the permitted drainage facilities and the above referenced permit is hereby converted from the construction phase to the operation phase.

Please submit compliance and related forms electronically at [www.sfwmd.gov/ePermitting](http://www.sfwmd.gov/ePermitting). The required District forms are available for download at [www.sfwmd.gov](http://www.sfwmd.gov). Select the "Library and Multimedia" link and enter the form number in the search engine.

Should you have any questions, please contact the undersigned at the West Palm Beach Service Center at (954) 452-4814 ext. 4841.

STANDARD PACIFIC OF S. FLORIDA

February 28, 2012

Page 2

Sincerely,



Jose Marquez, Engineering Specialist 3  
Environmental Resource Compliance  
West Palm Beach Service Center  
South Florida Water Management District

jm

Enclosure(s)

Form 0920

Affidavit

c: Clifford R. Loutan, P.E., Sun-Tech Engineering, Inc.



# SOUTH FLORIDA WATER MANAGEMENT DISTRICT

District Headquarters: 3301 Gun Club Road, West Palm Beach, Florida 33406 (561) 686-8800 [www.sfwmd.gov](http://www.sfwmd.gov)

December 21, 2012

MICHAEL DEBOCK  
WESTBROOKE COMPANIES, INC.  
1860 OLD OKEECHOBEE ROAD, SUITE 503  
WEST PALM BEACH, FL 33409

Dear Mr. Debock :

**Subject : Acceptance of Construction Completion Certification  
Initiate Permit Transfer & Conversion to Operation Phase  
MEADOW PINES PHASE II  
Permit No. 06-00095-S-38, Application No. 060224-15  
Broward County, S15, 22/T51S/R40E**

This letter is to acknowledge receipt of your consulting engineer's construction completion certification pertaining to the subject parcel's surface water management system. The submitted information has been accepted and incorporated into the permit file.

By accepting the engineer's certification, the District staff considers the surface water management system permitted under the above listed application number(s) to be constructed in substantial conformance with the plans and specifications approved by the District. This satisfies your permit's conditions regarding submittal of an engineer's certification for construction completion of the permitted stormwater management facilities.

Although the certification has been accepted, further action by you, as permittee, is required. In accordance with Rule 40E-1 and 40E-4, Florida Administrative Code (FAC) - upon construction completion and acceptance of the engineer's certification of the surface water management system, the permittee shall initiate the permit transfer to the responsible operating entity and the permit conversion to the operation phase.

Please submit compliance and related forms electronically at [www.sfwmd.gov/ePermitting](http://www.sfwmd.gov/ePermitting). Log in or create a new account, and select the eCompliance - Environmental Resource module. Help documents and links to required compliance forms are available for download within the eCompliance module or by visiting the District's homepage at [www.sfwmd.gov](http://www.sfwmd.gov) and searching for the required form number using the "Library & Multimedia" link.

The permit conversion / transfer Form #0920 should be completed by an officer of the association (operating entity) and submitted (if not previously furnished), along with a copy each of:

SCANNED 12 21 2012 L0J

WESTBROOKE COMPANIES, INC.

December 21, 2012

Page 2

1. the ownership transfer or turnover document, i.e. warranty deed, turnover meeting minutes, etc.
2. the recorded declaration of covenants and restrictions or condominium, with amendments and associated exhibits
3. the filed articles of incorporation with certificate of incorporation
4. all recorded plats
5. the recorded public noticing of the SFWMD permit, if the permit is not attached as an exhibit to the declaration of covenants and restrictions or condominium
6. documentary evidence of satisfaction of permit conditions (other than long term monitoring)

Also available is an affidavit which attests that the items required by the Basis of Review are contained in the documents. If you do not choose to execute the affidavit, you may enter the requisite information in the boxes and return to us in lieu of a checklist. Submitting this completed affidavit or checklist will expedite the legal / institutional review of your request for permit conversion / transfer to the operational phase. In addition, as required by rule 40E-4.361, F.A.C., the permit file must contain documentation that applicable conditions to the permit have been satisfied.

Please be aware that rules 40E-1.6107 and 40E-4.351, F.A.C. also specify "Until transfer is approved by the District, the permittee shall be liable for compliance with the permit. The permittee transferring the permit shall remain liable for any corrective actions that are required as a result of any violations of the permit which occurred prior to the transfer of the permit." As a consequence of noncompliance with these mandates you could be held responsible for adverse impacts to, or conditions of, the surface water management system. Please submit the above or notify District staff of your intentions within thirty (30) days of the date of this letter.

Should you have any questions, please contact Jennifer Krumlauf, Regulatory Specialist 2 at the West Palm Beach Service Center at (561)682-2712.

WESTBROOKE COMPANIES, INC.  
December 21, 2012  
Page 3

Sincerely,

Jose Marquez, Engineering Specialist 3  
Environmental Resource Compliance  
West Palm Beach Service Center  
South Florida Water Management District

jm

Enclosure(s)

Form 0920  
Affidavit

c: Clifford R. Loutan, P.E., Sun-Tech Engineering, Inc.

SCANNED 12 21 2012 LDJ



## **SOUTH FLORIDA WATER MANAGEMENT DISTRICT**

District Headquarters: 3301 Gun Club Road, West Palm Beach, Florida 33406 (561) 686-8800 [www.sfwmd.gov](http://www.sfwmd.gov)

October 14, 2013

COBBLESTONE COMM ASSN INC  
14701 S W 10TH STREET  
PEMBROKE PINES, FL 33027


Dear Permittee :

**Subject : Conversion to Operation Phase; Transfer to Operating Entity  
MEADOW PINES  
Permit No. 06-00095-S-38, Application No. 031010-10  
Additional Application No(s). See Attachment A  
Broward County, S15,22/T51S/R40E**

In response to your request which we received on September 27, 2013 for conversion of the above referenced permit from construction phase to operation phase and transfer to the operating entity, the applications listed have been officially transferred to Cobblestone Community Association, Inc. (see Attachment A). As a condition of transfer, you have agreed that the operating entity will be perpetually bound by all terms and conditions of the permit, including all compliance requirements. Authorization for any proposed modification to the project shall be applied for and obtained prior to conducting such modification.

Copies of the permit documents, including conditions, can be obtained from the District's ePermitting website at [www.sfwmd.gov/ePermitting](http://www.sfwmd.gov/ePermitting). If you have questions, please contact Sandra Gonzalez, Reg Spec 1 at [sgonzale@sfwmd.gov](mailto:sgonzale@sfwmd.gov) or (561) 682-6786.

Sincerely,

  
Stanley Orłowski  
Section Administrator  
Regulation Division

SO/pm

c: Standard Pacific of South Florida  
Broward County Engineer (via email)

## Environmental Resource Permit History

**Permit Number:** 06-00095-S-38

<b>App. No.</b>	<b>Project Name</b>	<b>Permit Issue Date</b>
031010-10	Meadow Pines	12-Jan-05
060224-15	Meadow Pines Phase II	28-Sep-06





# SOUTH BROWARD DRAINAGE DISTRICT

August 3, 2015

Mr. Clifford Loutan, P.E.  
Sun-Tech Engineering  
1600 W. Oakland Park Blvd.  
Ft. Lauderdale, FL 33311

**Re: Cobblestone Residential**

Dear Clifford:

The paving and drainage as-builts for Cobblestone Phase 2 have been reviewed and are acceptable. Field inspections for the construction of Phase 2 and previously constructed Phase 1 have been completed. The stormwater system for Cobblestone Residential is functioning properly and Operation and Maintenance Permit OM 061709 is being renewed. The permit renewal will now include all of Phase 1 and 2. OM Permit 082306 has been voided.

In addition, the Original Surety Bond No. 0540342 is being returned to Standard Pacific Homes.

If you have any questions, please call.

Sincerely,

Kevin Hart, P.E.  
District Director

KH/pw

c: Julio Nieto, Standard Pacific  
Richard Infanzon, Sun-Tech

# OPERATION AND MAINTENANCE PERMIT

SOUTH BROWARD DRAINAGE DISTRICT

6591 S.W. 160<sup>TH</sup> AVE.

SOUTHWEST RANCHES, FL 33331

PERMIT NUMBER: OM 061709/R

DATE: 8/3/2015

**ISSUED TO: COBBLESTONE RESIDENTIAL  
C/O MIAMI MANAGEMENT  
1145 SAWGRASS CORPORATE PARKWAY  
SUNRISE, FLORIDA 33323**

**AUTHORIZING: Renewal of permit for operation and maintenance of the surface water management system for COBBLESTONE RESIDENTIAL.**

**LOCATION: SECTION 22 TOWNSHIP 51 S RANGE 40 E  
CITY OF PEMBROKE PINES, BROWARD COUNTY, FLORIDA**

**This permit is issued pursuant to the engineer of record certification and District approval of the construction of the project known as COBBLESTONE. Field inspections and as-built drawings have verified that the construction of the surface water management system has been completed in substantial conformance with the approved design.**

**The operation, maintenance and re-certification of the surface water management system will be the responsibility of the permittee. Re-certification of the stormwater system is required every 5 years. Permittee recognizes that upon the sale of this property, it is the permittee's responsibility to transfer this permit to the new owner. Until transfer is approved by the South Broward Drainage District, the permittee shall be liable for compliance of this permit.**

**Permittee is responsible for any attorney fees which may be incurred by the District because of the permittee's failure to comply with the requirements to obtain an Operation and Maintenance Permit in a timely manner.**

***The dumping or discharging of any aquatic vegetation, trash, motor oil or other pollutants into the stormwater management system is prohibited and is a violation of this permit.***

***Expiration Date: 8/3/2020***

**Authorized By: Kevin M. Hart, P.E., District Director**



(SEAL)



## Broward County Commission Regular Meeting

8.

Meeting Date: 05/09/2017

Director's Name: Henry A. Sniezek

Department: Environmental Protection

Division:

Env. Engineering &amp; Permitting

## Information

## Requested Action

**MOTION TO ACCEPT** Joint Deed of Conservation Easement Third Party Beneficiary Rights to the U.S. Army Corp of Engineers from Meadow Pines Community Development District over an on-site wetland mitigation area comprising 55 acres of real property located directly west of I-75 between Pines Boulevard and Pembroke Road in the City of Pembroke Pines, and authorize the Mayor and Clerk to execute same. **(Commission District 8)**

**ACTION: (7-10:31 AM) Approved.**

**VOTE: 9-0.**

## Why Action is Necessary

Board action is necessary to fulfill the requirements of Environmental Resource License (ERL) DF02-1087 as modified and issued pursuant to Chapter 27 of the Broward County Code of Ordinances and U.S. Army Corp of Engineers (ACOE) Permit 198900117 (IP-KE).

## What Action Accomplishes

The action provides for perpetual maintenance and conservation of the mitigation site by the grantor.

## Is this Action Goal Related

 Established Commission Goal

## Previous Action Taken

None.

## Summary Explanation/Background

THE ENVIRONMENTAL PROTECTION AND GROWTH MANAGEMENT DEPARTMENT AND THE ENVIRONMENTAL ENGINEERING AND PERMITTING DIVISION RECOMMEND APPROVAL OF THE ABOVE MOTION.

This action supports the Board's value of encouraging investments in renewable energy, sustainable practices and environmental protection: Goal 1: Seek funding for, implement policies and pursue projects promoting the use of alternative energy, resource conservation, sustainable practices and environmental protection. Resource conservation and environmental protection is achieved by ensuring that the mitigation area will remain wetlands in perpetuity.

The Environmental Protection and Growth Management Department (f.k.a. Department of Planning and Environmental Protection) issued ERL DF02-1087 (Exhibit 3) requiring the licensee to provide 55 acres of mixed habitat wetland mitigation for impacts to 62.42 acres of jurisdictional wetlands related to the Cobblestone / Meadow Pines mixed use development (Exhibit 1) and to convey a Conservation Easement to the County over the on-site wetland mitigation areas to ensure that they would remain in perpetuity.

The Army Corps of Engineers also issued Permit 198900117 (IP-KE) (Exhibit 4) for this project, which required a conservation easement over the created and restored wetlands to ensure that they would remain wetlands in perpetuity.

Since the licensee was required to provide a Conservation Easement to both Broward County and the ACOE, one document was prepared for both agencies (Exhibit 2).

Source of Additional Information

Sermin Turegun, Director, Environmental Engineering and Permitting Division, 954-519-1460

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Fiscal Impact

Fiscal Impact/Cost Summary:

No fiscal impact. On-going maintenance requirements are the responsibility of the grantor, its agents, heirs, successors, or assigns.

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Attachments

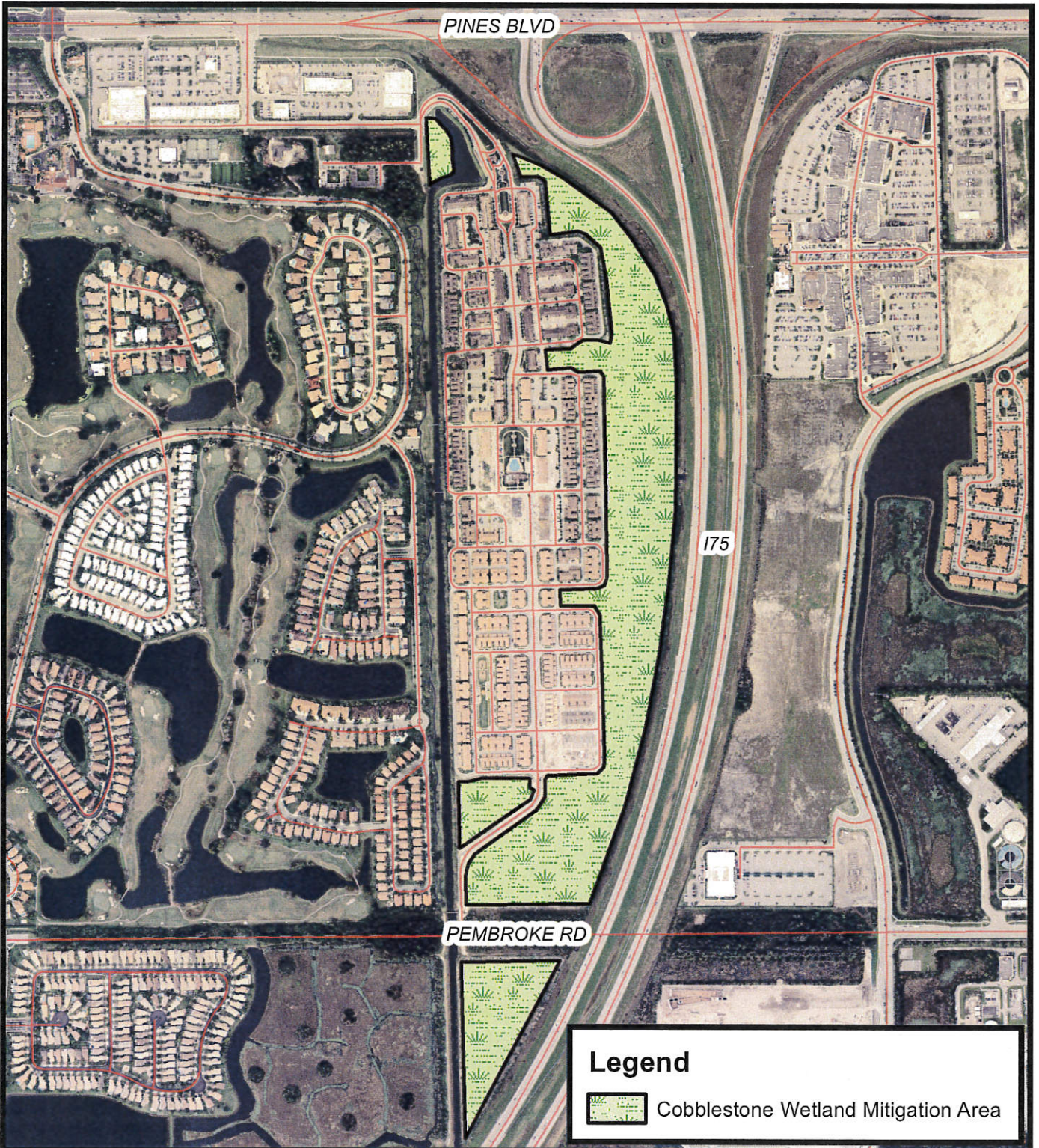
[Exhibit 1 - Location Map](#)

[Exhibit 2 - Conservation Easement](#)

[Exhibit 3 - Environmental Resource License](#)

[Exhibit 4 - ACOE Permit](#)

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Westbrook Homes  
Cobblestone Wetland Mitigation Area  
DF02-1087



Prepared by:  
Howard E. Nelson  
Bilzin Sumberg Baena Price & Axelrod LLP  
1450 Brickell Avenue, 23rd Floor  
Miami, Florida 33131

Return original or certified  
recorded document to:  
Broward County Environmental Protection and  
Growth Management Department  
Planning and Environmental Regulation Div.  
1 North University Drive, Suite 201A  
Plantation, Florida 33324

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**JOINT DEED OF CONSERVATION EASEMENT  
THIRD PARTY BENEFICIARY RIGHTS TO THE U.S. ARMY CORPS OF ENGINEERS  
(within Broward County)**

**THIS JOINT DEED OF CONSERVATION EASEMENT** ("Conservation Easement") is given this 8<sup>th</sup> day of June, 2016 by Meadow Pines Community Development District, a local unit of special government established pursuant to Chapter 190, Florida Statutes ("Grantor"), whose mailing address is 210 N. University Drive, Suite 702, Coral Road, West Palm Beach, Florida 33406, to the South Florida Water Management District, 3301 Gun Club Road, West Palm Beach, Florida 33406, or Department of Environmental Protection, Southeast District, 3301 Gun Club Road, MSC 7210-1, West Palm Beach, FL 33406 and Broward County, a political subdivision of the state of Florida, 115 South Andrews Avenue, Room 409, Fort Lauderdale, Florida 33301 (collectively referred to as "Grantees") with third party rights to the U.S. Army Corps of Engineers ("Third Party Beneficiary"). As used herein, the term "Grantor" shall include any and all heirs, successors or assigns of Grantor, and all subsequent owners of the "Conservation Easement Area" (as hereinafter defined), the term "Grantees" shall include any successor or assignee of Grantees, and the term "Third Party Beneficiary" shall include any successor or assignee of the Third Party Beneficiary.

**WITNESSETH**

**WHEREAS**, Grantor is the fee simple owner of certain lands situated in Broward County, Florida, and more specifically described on the location map in Exhibit "A" attached hereto and incorporated herein (the "Property"); and

**WHEREAS**, South Florida Water Management District Permit No. 06-00095-S-38 ("Permit") and Broward County License No. DF02-1087 ("License") (collectively "Permit and License") and any modifications thereto issued by Grantees authorizes certain

activities which could affect wetlands, surface waters, or other aquatic resources in or of the State of Florida; and

**WHEREAS**, the U.S. Army Corps of Engineers Permit No. SAJ-1989-0117 (RJK) (Corps Permit) authorizes certain activities in the waters of the United States and requires this site protection instrument over the lands identified in Exhibit "B" as mitigation for such activities:

**WHEREAS**, Grantor, in consideration of the consent granted by the Permit and License or other good and valuable consideration provided to Grantor, is agreeable to granting and securing to the Grantees a perpetual Conservation Easement as defined in Section 704.06, Florida Statutes (F.S.), over the area of the Property described on Exhibit "B" ("Conservation Easement Area"); and

**WHEREAS**, Grantor grants this Conservation Easement as a condition of the Permit and License, solely to off-set or prevent adverse impacts to natural resources, fish and wildlife, and wetland functions; and

**WHEREAS**, Grantor desires to preserve the Conservation Easement Area in perpetuity in its natural condition, or, in accordance with the Permit and License, in a preserved, enhanced, restored, or created condition,

**NOW, THEREFORE**, in consideration of the issuance of the Permit and License to construct and operate the permitted and licensed activity, and as an inducement to Grantees in issuing the Permit and License, together with other good and valuable consideration provided to Grantor, the adequacy and receipt of which are hereby acknowledged, Grantor hereby voluntarily grants, creates, conveys, and establishes a perpetual Conservation Easement for and in favor of Grantees upon the Conservation Easement Area which shall run with the land and be binding upon Grantor, and shall remain in full force and effect forever.

The scope, nature, and character of this Conservation Easement shall be as follows:

1. **Recitals.** The recitals hereinabove set forth are true and correct and are hereby incorporated into and made a part of this Conservation Easement.
2. **Purpose.** It is the purpose of this Conservation Easement to retain land or water areas in their existing, natural, vegetative, hydrologic, scenic, open, or wooded condition and to retain such areas as suitable habitat for fish, plants, or wildlife in accordance with Section 704.06, F.S. Those wetland and upland areas included in this Conservation Easement which are to be preserved, enhanced, restored, or created pursuant to the Permit and License (or any modifications thereto) and any Management Plan attached hereto as Exhibit "C" ("Management Plan") which has

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been approved in writing by Grantees, shall be retained and maintained in the preserved, enhanced, restored, or created condition required by the Permit and License (or any modifications thereto).

To carry out this purpose, the following rights are conveyed to Grantees by this Conservation Easement:

- a. To enter upon the Conservation Easement Area at reasonable times with any necessary equipment or vehicles to inspect, to determine compliance with the covenants and prohibitions contained in this Conservation Easement, and to enforce the rights herein granted in a manner that will not unreasonably interfere with the use and quiet enjoyment of the Conservation Easement Area by Grantor at the time of such entry; and
  - b. To proceed at law or in equity to enforce the provisions of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and to require the restoration of such areas or features of the Conservation Easement Area that may be damaged by any activity or use that is inconsistent with this Conservation Easement.
3. Prohibited Uses. Except for activities that are permitted and licensed or required by the Permit and License (or any modification thereto) (which may include preservation, enhancement, restoration, creation, maintenance, and monitoring activities, or surface water management improvements) or other activities described herein or in the Management Plan (if any), any activity on or use of the Conservation Easement Area inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities are expressly prohibited in or on the Conservation Easement Area (except as authorized or required by the Permit and License (or any modifications thereof) or in a Management Plan which has been approved in writing by Grantees):
- a. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;
  - b. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;
  - c. Removing, destroying or trimming trees, shrubs, or other vegetation, except:
    - i. The removal of dead trees and shrubs or leaning trees that could cause damage property is authorized;



- ii. The destruction and removal of noxious, nuisance or exotic invasive plant species as listed on the most recent Florida Exotic Pest Plant Council's List of Invasive Species is authorized;
  - iii. Activities authorized by the Permit and License described in the Management Plan, or otherwise approved in writing by Grantees are authorized; and
  - iv. Activities conducted in accordance with a wildfire mitigation plan developed with the Florida Forest Service that has been approved in writing by the Grantees are authorized. No later than thirty (30) days before commencing any activities to implement the approved wildfire mitigation plan, Grantor shall notify Grantee in writing of its intent to commence such activities. All such activities may only be completed during the time period for which Grantees approved the plan;
- d. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface;
  - e. Surface use except for purposes that permit the land or water area to remain in its natural, restored, enhanced, or created condition;
  - f. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation including, but not limited to, ditching, diking, clearing, and fencing;
  - g. Acts or uses detrimental to such aforementioned retention of land or water areas; and
  - h. Acts or uses which are detrimental to the preservation of the structural integrity or physical appearance of sites or properties having historical, archaeological, or cultural significance.
4. Grantor's Reserved Rights. Grantor reserves all rights as owner of the Conservation Easement Area, including the right to engage or to permit or invite others to engage in all uses of the Conservation Easement Area that are not prohibited herein and which are not inconsistent with the Permit and License (or any modifications thereto), Management Plan (if any), or the intent and purposes of this Conservation Easement.
5. Rights of the U.S. Army Corps of Engineers ("Corps"). The Corps, as a third-party beneficiary, shall have the right to enforce the terms and conditions of this Conservation Easement, including:

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- a. The right to take action to preserve and protect the environmental value of the Conservation Easement Area;
  - b. The right to prevent any activity on or use of the Conservation Easement Area that is inconsistent with the purpose of this Conservation Easement, and to require the restoration of areas or features of the Conservation Easement Area that may be damaged by any inconsistent activity or use;
  - c. The right to enter upon and inspect the Conservation Easement Area in a reasonable manner and at reasonable times to determine if Grantor or its successors and assigns are complying with the covenants and prohibitions contained in this Conservation Easement; and
  - d. The right to enforce this Conservation Easement by injunction or proceed at law or in equity to enforce the provisions of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and the right to require Grantor, or its successors or assigns, to restore such areas or features of the Conservation Easement Area that may be damaged by any inconsistent activity or use or unauthorized activities.
  - e. The Grantor, including their successors or assigns, shall provide the Corps at least 60 days advance notice in writing before any action is taken to amend, alter, release, or revoke this Conservation Easement. Grantees shall provide reasonable notice and an opportunity to comment or object to the release or amendment to the U.S. Army Corps of Engineers. Grantees shall consider any comments or objections from the U.S. Army Corps of Engineers when making the final decision to release or amend this Conservation Easement.
6. **No Dedication.** No right of access by the general public to any portion of the Conservation Easement Area is conveyed by this Conservation Easement.
  7. **Grantees' and Third Party Beneficiary's Liability.** Grantees' liability is limited as provided in Subsection 704.06(10) and Section 768.28, F.S. Additionally, Grantees and Third Party Beneficiary shall not be responsible for any costs or liabilities related to the operation, upkeep, or maintenance of the Conservation Easement Area.
  8. **Enforcement.** Enforcement of the terms, provisions and restrictions of this Conservation Easement shall be at the reasonable discretion of Grantees, and any forbearance on behalf of Grantees to exercise their rights hereunder in the event of any breach hereof by Grantor, shall not be deemed or construed to be a waiver of Grantees' rights hereunder. Grantees shall not be obligated to Grantor,

or to any other person or entity, to enforce the provisions of this Conservation Easement.

9. **Third Party Beneficiary's Enforcement Rights.** The Third Party Beneficiary of this Conservation Easement shall have all the rights of Grantees under this Conservation Easement, including third party enforcement rights of the terms, provisions and restrictions of this Conservation Easement. Third Party Beneficiary's enforcement of the terms, provisions and restrictions shall be at the discretion of the Third Party Beneficiary, and any forbearance on behalf of the Third Party Beneficiary to exercise its rights hereunder in the event of any breach hereof by Grantor, shall not be deemed or construed to be a waiver of Third Party Beneficiary's rights hereunder. Third Party Beneficiary shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement.
10. **Taxes.** When perpetual maintenance is required by the Permit or License, Grantor shall pay before delinquency any and all taxes, assessments, fees, and charges of whatever description levied on or assessed by competent authority on the Conservation Easement Area, and shall furnish Grantees with satisfactory evidence of payment upon request.
11. **Assignment.** Grantees will hold this Conservation Easement exclusively for conservation purposes. Grantees will not assign their rights and obligations under this Conservation Easement except to another organization or entity qualified to hold such interests under the applicable state laws.
12. **Severability.** If any provision of this Conservation Easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this Conservation Easement shall not be affected thereby, as long as the purpose of the Conservation Easement is preserved.
13. **Terms and Restrictions.** Grantor shall insert the terms and restrictions of this Conservation Easement (or incorporate the terms and restrictions by reference) in any subsequent deed or other legal instrument by which Grantor divests itself of any interest in this Conservation Easement.
14. **Written Notice.** All notices, consents, approvals or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.
15. **Modifications.** This Conservation Easement may be amended, altered, released or revoked only by written agreement between the parties hereto or their heirs, assigns or successors-in-interest, which shall be recorded in the Official Records

of Broward County, Florida.

16. **Recordation.** Grantor shall record this Conservation Easement in timely fashion in the Official Records of Broward County, Florida, and shall rerecord it at any time Grantees may require to preserve its rights. Grantor shall pay all recording costs and taxes necessary to record this Conservation Easement in the public records. Grantor will hold Grantees harmless from any recording costs or taxes necessary to record this Conservation Easement in the public records.

**TO HAVE AND TO HOLD** unto Grantees forever. The covenants, terms, conditions, restrictions and purposes imposed with this Conservation Easement shall be binding upon Grantor, and shall continue as a servitude running in perpetuity with the Conservation Easement Area.

Grantor hereby covenants with Grantees that Grantor is lawfully seized of said Conservation Easement Area in fee simple; that the Conservation Easement Area is free and clear of all encumbrances that are inconsistent with the terms of this Conservation Easement; all mortgages and liens on the Conservation Easement Area, if any, have been subordinated to this Conservation Easement; that Grantor has good right and lawful authority to convey this Conservation Easement; and that it hereby fully warrants and defends record title to the Conservation Easement Area hereby conveyed against the lawful claims of all persons whomsoever.

(INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, MEADOW PINES COMMUNITY DEVELOPMENT DISTRICT, ("Grantor") has hereunto set its authorized hand this <sup>8<sup>th</sup></sup> day of June, 2016, a local unit of special government established pursuant to Chapter 190, Florida Statutes.

By: *Douglas A. Harrison*  
(Signature)

Name: DOUGLAS A. HARRISON  
(Print)

Title: Chairperson

Signed, sealed and delivered in our presence as witnesses:

By: *Kristina Giglio*  
(Signature)

Name: KRISTINA GIGLIO  
(Print)

By: *Margaret Manning*  
(Signature)

Name: Margaret Manning  
(Print)

STATE OF FLORIDA

COUNTY OF BROWARD

On this <sup>8<sup>th</sup></sup> day of June, 2016, before me, the undersigned notary public personal appeared Douglas A. Harrison, the person who subscribed to the foregoing instrument, as the Chairperson, of the Meadow Pines Community Development District, a local unit of special government established pursuant to Chapter 190, Florida Statutes and that he/she was duly authorized to do so. He/She is personally known to me or has produced a \_\_\_\_\_ (state) driver's license as identification.

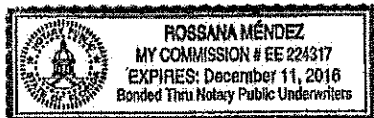
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

*Rossana Méndez*  
(Signature)

Rossana Méndez  
(Name)

My Commission Expires: \_\_\_\_\_

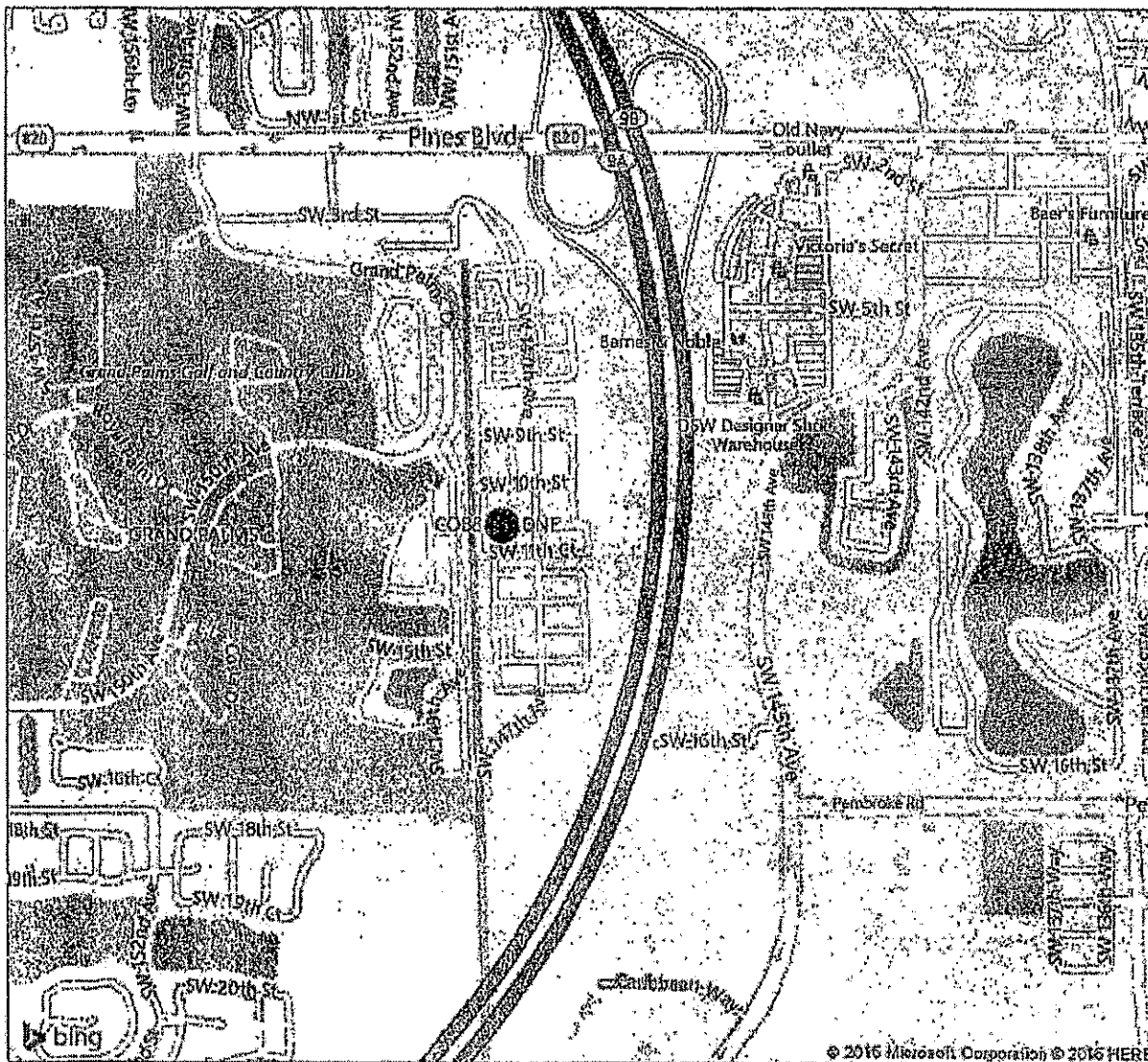
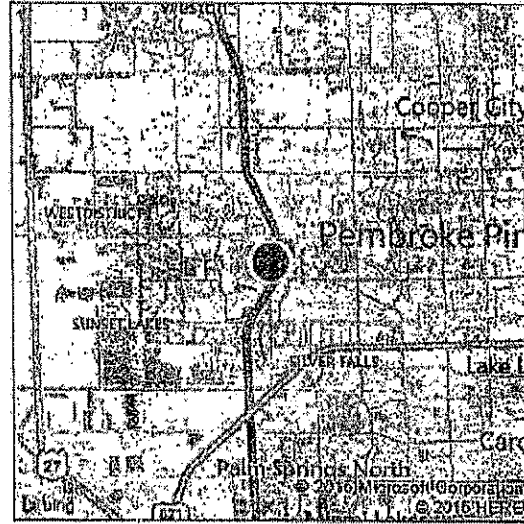


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Joint Deed of Conservation Easement – 3rd Party Beneficiary Rights to the U.S. Army Corps of Engineers (within Broward County)

**EXHIBIT A**  
**LOCATION MAP**

Exhibit "A"  
Cobblestone Conservation area



**EXHIBIT B**

**LEGAL DESCRIPTION AND SKETCH OF CONSERVATION EASEMENT AREA**



**DESCRIPTION:**

**EXHIBIT "B"**

(PARCEL 1)

A PORTION OF PARCEL "A", "MEADOW PINES", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 173, PAGES 40 THRU 44, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 15, TOWNSHIP 51 SOUTH, RANGE 40 EAST; THENCE NORTH 01°47'52" WEST, A DISTANCE OF 2,072.98 FEET; THENCE NORTH 88°12'09" EAST, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING (1), SAID POINT ALSO BEING LOCATED ON THE ARC OF A NON TANGENT CURVE CONCAVE TO THE SOUTHEAST, FROM WHICH THE RADIUS POINT OF SAID CURVE BEARS NORTH 88°47'14" EAST; THENCE NORTHEASTERLY ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 2.01 FEET, THROUGH A CENTRAL ANGLE OF 84°17'47", AN ARC DISTANCE OF 2.96 FEET; THENCE NORTH 88°00'27" EAST, A DISTANCE OF 18.17 FEET; THENCE SOUTH 01°47'51" EAST, A DISTANCE OF 0.33 FEET; THENCE SOUTH 84°52'50" EAST, A DISTANCE OF 44.77 FEET TO THE POINT ON THE ARC OF A NON TANGENT CURVE CONCAVE TO THE SOUTHWEST, FROM WHICH THE RADIUS POINT OF SAID CURVE BEARS SOUTH 10°24'39" WEST; THENCE SOUTHEASTERLY ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 61.81 FEET, THROUGH A CENTRAL ANGLE OF 34°59'52", AN ARC DISTANCE OF 37.76 FEET; THENCE SOUTH 46°35'27" EAST, A DISTANCE OF 33.06 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE WEST; THENCE SOUTHERLY ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 28.50 FEET, THROUGH A CENTRAL ANGLE OF 59°59'12", AN ARC DISTANCE OF 29.84 FEET; THENCE SOUTH 13°23'45" WEST, A DISTANCE OF 45.48 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE EAST; THENCE SOUTHERLY ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 21.50 FEET, THROUGH A CENTRAL ANGLE OF 18°50'05", AN ARC DISTANCE OF 7.07 FEET; THENCE SOUTH 04°39'43" EAST, A DISTANCE OF 160.18 FEET TO THE POINT ON THE ARC OF A NON TANGENT CURVE CONCAVE TO THE NORTHWEST, FROM WHICH THE RADIUS POINT OF SAID CURVE BEARS SOUTH 80°56'53" WEST; THENCE SOUTHWESTERLY ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 40.65 FEET, THROUGH A CENTRAL ANGLE OF 79°10'53", AN ARC DISTANCE OF 58.18 FEET TO A POINT OF REVERSE CURVE CONCAVE TO THE SOUTHEAST; THENCE SOUTHWESTERLY ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 609.18 FEET, THROUGH A CENTRAL ANGLE OF 09°42'52", AN ARC DISTANCE OF 103.29 FEET; THENCE NORTH 01°47'25" WEST, A DISTANCE OF 367.93 FEET TO THE POINT OF BEGINNING (1).

TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL:

(PARCEL 2)

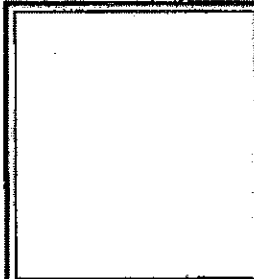
A PORTION OF PARCEL "A", "MEADOW PINES", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 173, PAGES 40 THRU 44, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 15, TOWNSHIP 51 SOUTH, RANGE 40 EAST; THENCE NORTH 89°41'06" EAST, ALONG THE SOUTH LINE OF SAID SECTION 15, A DISTANCE OF 20.01 FEET; THENCE NORTH 01°44'41" WEST PARALLEL WITH THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 22, A DISTANCE OF 0.52 FEET; THENCE NORTH 01°47'52" WEST, PARALLEL WITH THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 15, A DISTANCE OF 2336.53 FEET TO THE WESTERLY RIGHT-OF-WAY (R/W) LINE OF INTERSTATE-75, AS SHOWN ON THE FLORIDA STATE DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP NO. 86075-2402, DATED MARCH, 1977; THENCE SOUTH 46°35'33" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF SAID INTERSTATE-75, A DISTANCE OF 154.43 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST; THENCE SOUTHEASTERLY ON THE ARC OF SAID CURVE AND ON SAID WESTERLY RIGHT-OF-WAY LINE OF SAID INTERSTATE-75, HAVING A RADIUS OF 2974.29 FEET, THROUGH A CENTRAL ANGLE OF 08°01'47", AN ARC DISTANCE OF 416.83 FEET TO A POINT OF NON-TANGENCY; THENCE SOUTH 35°22'41" WEST, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING (2), SAID POINT ALSO BEING LOCATED ON THE ARC OF A NON TANGENT CURVE CONCAVE TO THE NORTHEAST, FROM WHICH THE RADIUS POINT OF SAID CURVE BEARS NORTH 35°24'30" EAST; THENCE SOUTHEASTERLY ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 2965.44 FEET, THROUGH A CENTRAL ANGLE OF 04°43'56", AN ARC DISTANCE OF 244.92 FEET; THENCE SOUTH 59°17'35" EAST, A DISTANCE OF 157.90 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST;

DESCRIPTION CONTINUED ON SHEET 2 OF 11

SHEET 1 OF 11

**CAULFIELD & WHEELER, INC.**  
  
 CIVIL ENGINEERING - LAND SURVEYING  
 7900 GLADES ROAD - SUITE 100  
 BOCA RATON, FLORIDA 33434  
 PHONE (561)-392-1991 / FAX (561)-750-1452



DATE	03/18/15
DRAWN BY	DLS
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	5798-CE

CONSERVATION EASEMENT  
 A PORTION OF PARCEL A, MEADOW PINES  
 SKETCH OF DESCRIPTION

**DESCRIPTION: (CONTINUED)**

**EXHIBIT "B"**

THENCE SOUTHEASTERLY ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 1,302.46 FEET, THROUGH A CENTRAL ANGLE OF 27°58'05", AN ARC DISTANCE OF 635.78 FEET TO A POINT OF COMPOUND CURVE CONCAVE TO THE SOUTHWEST; THENCE SOUTHEASTERLY ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 1290.75 FEET, THROUGH A CENTRAL ANGLE OF 17°27'31", AN ARC DISTANCE OF 393.31 FEET TO A POINT OF COMPOUND CURVE CONCAVE TO THE WEST; THENCE SOUTHERLY ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 1374.35 FEET, THROUGH A CENTRAL ANGLE OF 10°06'08", AN ARC DISTANCE OF 242.33 FEET TO A POINT OF A NON TANGENT CURVE CONCAVE TO THE WEST, FROM WHICH THE RADIUS POINT OF SAID CURVE BEARS SOUTH 86°14'52" WEST; THENCE SOUTHERLY ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 5,286.14 FEET, THROUGH A CENTRAL ANGLE OF D2°47'51", AN ARC DISTANCE OF 258.12 FEET TO A POINT ON THE ARC OF A NON TANGENT CURVE CONCAVE TO THE NORTHEAST, FROM WHICH THE RADIUS POINT OF SAID CURVE BEARS NORTH 88°40'01" EAST; THENCE SOUTHEASTERLY ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 66°14'57", AN ARC DISTANCE OF 28.91 FEET TO A POINT OF REVERSE CURVE CONCAVE TO THE SOUTHWEST; THENCE SOUTHEASTERLY ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 66°35'30", AN ARC DISTANCE OF 29.06 FEET TO THE POINT ON THE ARC OF A NON TANGENT CURVE CONCAVE TO THE WEST, FROM WHICH THE RADIUS POINT OF SAID CURVE BEARS SOUTH 88°59'14" WEST; THENCE SOUTHERLY ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 7,223.19 FEET, THROUGH A CENTRAL ANGLE OF 02°01'42", AN ARC DISTANCE OF 255.71 FEET; THENCE SOUTH 01°25'45" EAST, A DISTANCE OF 290.88 FEET TO THE POINT ON THE ARC OF A NON TANGENT CURVE CONCAVE TO THE WEST, FROM WHICH THE RADIUS POINT OF SAID CURVE BEARS NORTH 88°45'27" WEST; THENCE SOUTHERLY ON THE ARC OF SAID CURVE, ON SAID WESTERLY RIGHT-OF-WAY LINE OF SAID INTERSTATE-75, HAVING A RADIUS OF 7,404.50 FEET, THROUGH A CENTRAL ANGLE OF 18°32'49", AN ARC DISTANCE OF 2396.88 FEET TO A POINT OF NON-TANGENCY; THENCE SOUTH 89°41'53" WEST, A DISTANCE OF 720.96 FEET; THENCE NORTH 01°44'42" WEST, A DISTANCE OF 195.16 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST; THENCE NORTHEASTERLY ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 174.00 FEET, THROUGH A CENTRAL ANGLE OF 56°57'00", AN ARC DISTANCE OF 172.95 FEET TO A POINT OF TANGENCY; THENCE NORTH 55°12'19" EAST, A DISTANCE OF 339.35 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHWEST; THENCE NORTHEASTERLY ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 225.00 FEET, THROUGH A CENTRAL ANGLE OF 57°00'11", AN ARC DISTANCE OF 223.85 FEET TO A POINT OF TANGENCY; THENCE NORTH 01°47'52" WEST, A DISTANCE OF 23.82 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST; THENCE NORTHEASTERLY ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 32.00 FEET, THROUGH A CENTRAL ANGLE OF 49°37'46", AN ARC DISTANCE OF 27.72 FEET TO A POINT OF REVERSE CURVE CONCAVE TO THE NORTHWEST; THENCE NORTHEASTERLY ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 56.00 FEET, THROUGH A CENTRAL ANGLE OF 21°53'57", AN ARC DISTANCE OF 21.40 FEET; THENCE SOUTH 70°54'50" EAST, A DISTANCE OF 15.48 FEET; THENCE NORTH 88°12'06" EAST, A DISTANCE OF 253.35 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHWEST; THENCE NORTHEASTERLY ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 65.00 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 102.10 FEET TO A POINT OF TANGENCY; THENCE NORTH 01°47'54" WEST, A DISTANCE OF 24.63 FEET; THENCE NORTH 88°12'06" WEST, A DISTANCE OF 4.32 FEET; THENCE NORTH 01°47'54" WEST, A DISTANCE OF 825.33 FEET TO THE POINT ON THE ARC OF A NON TANGENT CURVE CONCAVE TO THE SOUTHWEST, FROM WHICH THE RADIUS POINT OF SAID CURVE BEARS SOUTH 67°12'59" WEST; THENCE NORTHWESTERLY ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 65.00 FEET, THROUGH A CENTRAL ANGLE OF 69°00'52", AN ARC DISTANCE OF 78.29 FEET; THENCE SOUTH 88°12'06" WEST, A DISTANCE OF 155.35 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST; THENCE NORTHWESTERLY ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 7.00 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 11.00 FEET TO A POINT OF TANGENCY; THENCE NORTH 01°47'54" WEST, A DISTANCE OF 24.29 FEET; THENCE SOUTH 88°12'06" WEST, A DISTANCE OF 6.85 FEET;

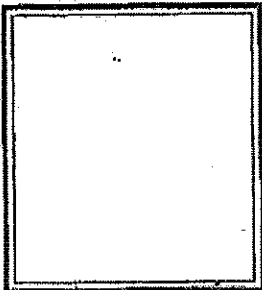
DESCRIPTION CONTINUED ON SHEET 3 OF 11

SHEET 2 OF 11



**CAULFIELD & WHEELER, INC.**  
CIVIL ENGINEERING - LAND SURVEYING  
7900 GLADES ROAD - SUITE 100  
BOCA RATON, FLORIDA 33434  
PHONE (561)-392-1991 / FAX (561)-750-1452

CONSERVATION EASEMENT  
A PORTION OF PARCEL A, MEADOW PINES  
SKETCH OF DESCRIPTION



DATE	03/18/15
DRAWN BY	DLS
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	5798-CE

**DESCRIPTION: (CONTINUED)**

**EXHIBIT "B"**

THENCE NORTH 00°17'17" EAST, A DISTANCE OF 76.51 FEET; THENCE NORTH 84°15'47" EAST, A DISTANCE OF 4.07 FEET TO THE POINT ON THE ARC OF A NON TANGENT CURVE CONCAVE TO THE SOUTHEAST, FROM WHICH THE RADIUS POINT OF SAID CURVE BEARS NORTH 88°12'06" EAST; THENCE NORTHEASTERLY ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 7.00 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 11.00 FEET; THENCE NORTH 88°12'06" EAST, A DISTANCE OF 204.17 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHWEST; THENCE NORTHEASTERLY ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 65.26 FEET, THROUGH A CENTRAL ANGLE OF 94°18'03", AN ARC DISTANCE OF 107.41 FEET TO THE POINT ON THE ARC OF A NON TANGENT CURVE CONCAVE TO THE WEST, FROM WHICH THE RADIUS POINT OF SAID CURVE BEARS NORTH 76°59'55" WEST; THENCE NORTHERLY ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 68.00 FEET, THROUGH A CENTRAL ANGLE OF 14°47'57", AN ARC DISTANCE OF 17.56 FEET; THENCE NORTH 01°47'52" WEST, A DISTANCE OF 132.93 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST; THENCE NORTHWESTERLY ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 58.00 FEET, THROUGH A CENTRAL ANGLE OF 26°33'58", AN ARC DISTANCE OF 31.53 FEET TO THE POINT ON THE ARC OF A NON TANGENT CURVE CONCAVE TO THE WEST, FROM WHICH THE RADIUS POINT OF SAID CURVE BEARS NORTH 52°18'56" WEST; THENCE NORTHERLY ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 51.69 FEET, THROUGH A CENTRAL ANGLE OF 45°36'46", AN ARC DISTANCE OF 41.15 FEET TO THE POINT ON THE ARC OF A NON TANGENT CURVE CONCAVE TO THE WEST, FROM WHICH THE RADIUS POINT OF SAID CURVE BEARS NORTH 55°49'48" WEST; THENCE NORTHERLY ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 52.09 FEET, THROUGH A CENTRAL ANGLE OF 19°00'42", AN ARC DISTANCE OF 17.28 FEET TO A POINT ON A NON TANGENT LINE; THENCE NORTH 01°47'46" WEST, A DISTANCE OF 310.34 FEET; THENCE SOUTH 89°58'32" EAST, A DISTANCE OF 19.96 FEET; THENCE NORTH 01°47'37" WEST, A DISTANCE OF 514.00 FEET; THENCE NORTH 03°08'24" EAST, A DISTANCE OF 70.18 FEET; THENCE NORTH 86°47'55" WEST, A DISTANCE OF 19.93 FEET TO THE POINT ON THE ARC OF A NON TANGENT CURVE CONCAVE TO THE SOUTHWEST, FROM WHICH THE RADIUS POINT OF SAID CURVE BEARS NORTH 88°55'07" WEST; THENCE NORTHWESTERLY ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 47.28 FEET, THROUGH A CENTRAL ANGLE OF 95°59'21", AN ARC DISTANCE OF 79.21 FEET; THENCE SOUTH 83°12'08" WEST, A DISTANCE OF 70.88 FEET TO THE POINT ON THE ARC OF A NON TANGENT CURVE CONCAVE TO THE SOUTHWEST, FROM WHICH THE RADIUS POINT OF SAID CURVE BEARS SOUTH 39°17'43" WEST; THENCE WESTERLY ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 69.00 FEET, THROUGH A CENTRAL ANGLE OF 23°47'55", AN ARC DISTANCE OF 28.56 FEET TO A POINT ON A NON TANGENT LINE; THENCE NORTH 01°21'28" WEST, A DISTANCE OF 11.12 FEET; THENCE SOUTH 88°12'09" WEST, A DISTANCE OF 158.59 FEET; THENCE NORTH 05°30'43" WEST, A DISTANCE OF 122.58 FEET; THENCE NORTH 84°29'48" EAST, A DISTANCE OF 200.41 FEET; THENCE NORTH 05°30'12" WEST, A DISTANCE OF 13.40 FEET; THENCE NORTH 51°42'57" EAST, A DISTANCE OF 29.65 FEET; THENCE NORTH 88°40'32" EAST, A DISTANCE OF 64.73 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTH; THENCE EASTERLY ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 46.00 FEET, THROUGH A CENTRAL ANGLE OF 33°30'42", AN ARC DISTANCE OF 26.90 FEET; THENCE SOUTH 46°59'07" EAST, A DISTANCE OF 56.35 FEET; THENCE NORTH 00°47'48" EAST, A DISTANCE OF 27.01 FEET TO THE POINT ON THE ARC OF A NON TANGENT CURVE CONCAVE TO THE WEST, FROM WHICH THE RADIUS POINT OF SAID CURVE BEARS SOUTH 89°42'33" WEST; THENCE NORTHERLY ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 711.43 FEET, THROUGH A CENTRAL ANGLE OF 05°02'30", AN ARC DISTANCE OF 62.60 FEET; THENCE NORTH 09°22'22" WEST, A DISTANCE OF 62.55 FEET; THENCE NORTH 05°28'31" WEST, A DISTANCE OF 377.64 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST; THENCE NORTHWESTERLY ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 68.00 FEET, THROUGH A CENTRAL ANGLE OF 46°29'10", AN ARC DISTANCE OF 55.17 FEET TO A POINT OF TANGENCY; THENCE NORTH 51°57'41" WEST, A DISTANCE OF 88.15 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTH; THENCE WESTERLY ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 68.00 FEET, THROUGH A CENTRAL ANGLE OF 43°30'50", AN ARC DISTANCE OF 51.64 FEET TO A POINT OF TANGENCY; THENCE SOUTH 84°31'29" WEST, A DISTANCE OF 155.70 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST; THENCE NORTHWESTERLY ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 10.00 FEET, THROUGH A CENTRAL ANGLE OF 82°09'33", AN ARC DISTANCE OF 10.85 FEET TO A POINT OF TANGENCY; THENCE NORTH 33°18'58" WEST, A DISTANCE OF 5.02 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE EAST; THENCE NORTHERLY ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 10.00 FEET, THROUGH A CENTRAL ANGLE OF 27°47'05", AN ARC DISTANCE OF 4.85 FEET TO A POINT OF TANGENCY;

DESCRIPTION CONTINUED ON SHEET 4 OF 11

SHEET 3 OF 11

**CAULFIELD & WHEELER, INC.**



CIVIL ENGINEERING -- LAND SURVEYING  
7900 GLADES ROAD -- SUITE 100  
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PHONE (561)-392-1991 / FAX (561)-750-1452

DATE	03/18/15
DRAWN BY	DLS
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	5798-CE

CONSERVATION EASEMENT  
A PORTION OF PARCEL A, MEADOW PINES  
SKETCH OF DESCRIPTION

EXHIBIT (3)

**DESCRIPTION: (CONTINUED)**

THENCE NORTH 05°31'53" WEST, A DISTANCE OF 287.07 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST; THENCE NORTHWESTERLY ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 20.00 FEET, THROUGH A CENTRAL ANGLE OF 44°59'08", AN ARC DISTANCE OF 15.70 FEET; THENCE NORTH 50°31'29" WEST, A DISTANCE OF 26.79 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTH; THENCE WESTERLY ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 19.10 FEET, THROUGH A CENTRAL ANGLE OF 46°04'11", AN ARC DISTANCE OF 15.38 FEET; THENCE SOUTH 84°29'51" WEST, A DISTANCE OF 92.05 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST; THENCE NORTHWESTERLY ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 10.00 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 15.71 FEET TO THE POINT ON THE ARC OF A NON TANGENT CURVE CONCAVE TO THE WEST, FROM WHICH THE RADIUS POINT OF SAID CURVE BEARS SOUTH 83°30'23" WEST; THENCE NORTHERLY ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 379.69 FEET, THROUGH A CENTRAL ANGLE OF 23°03'49", AN ARC DISTANCE OF 152.84 FEET TO THE POINT ON THE ARC OF A NON TANGENT CURVE CONCAVE TO THE EAST, FROM WHICH THE RADIUS POINT OF SAID CURVE BEARS NORTH 54°17'46" EAST; THENCE NORTHERLY ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 12.42 FEET, THROUGH A CENTRAL ANGLE OF 86°40'38", AN ARC DISTANCE OF 18.79 FEET; THENCE NORTH 55°38'39" WEST, A DISTANCE OF 61.97 FEET; THENCE NORTH 62°59'06" EAST, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING (2);

TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL:

**(PARCEL 3)**


A PORTION OF PARCEL "A", "MEADOW PINES", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 173, PAGES 40 THRU 44, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 22, TOWNSHIP 51 SOUTH, RANGE 40 EAST; THENCE NORTH 89°41'06" EAST, A DISTANCE OF 20.01 FEET; THENCE SOUTH 01°44'41" EAST, A DISTANCE OF 1701.28 FEET TO POINT OF BEGINNING (3);

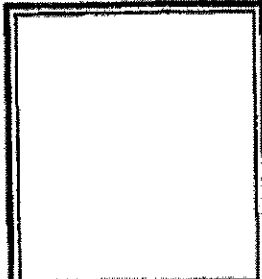
THENCE NORTH 67°07'12" EAST, A DISTANCE OF 15.00 FEET TO THE POINT ON THE ARC OF A NON TANGENT CURVE CONCAVE TO THE NORTH, FROM WHICH THE RADIUS POINT OF SAID CURVE BEARS NORTH 34°50'58" EAST, THENCE EASTERLY ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 32.00 FEET, THROUGH A CENTRAL ANGLE OF 10°21'10", AN ARC DISTANCE OF 5.78 FEET TO THE POINT ON THE ARC OF A NON TANGENT CURVE CONCAVE TO THE NORTH, FROM WHICH THE RADIUS POINT OF SAID CURVE BEARS NORTH 70°21'13" EAST, THENCE EASTERLY ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 65.00 FEET, THROUGH A CENTRAL ANGLE OF 87°09'07", AN ARC DISTANCE OF 98.87 FEET TO A POINT OF TANGENCY; THENCE NORTH 73°12'06" EAST, A DISTANCE OF 44.99 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTH, THENCE EASTERLY ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 35.00 FEET, THROUGH A CENTRAL ANGLE OF 15°00'00", AN ARC DISTANCE OF 19.16 FEET TO A POINT OF TANGENCY; THENCE NORTH 88°12'06" EAST, A DISTANCE OF 295.33 FEET; THENCE NORTH 04°36'02" WEST, A DISTANCE OF 5.53 FEET TO THE POINT ON THE ARC OF A NON TANGENT CURVE CONCAVE TO THE NORTHEAST, FROM WHICH THE RADIUS POINT OF SAID CURVE BEARS NORTH 57°02'05" EAST; THENCE SOUTHEASTERLY ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 150.28 FEET, THROUGH A CENTRAL ANGLE OF 04°04'30", AN ARC DISTANCE OF 10.69 FEET TO A POINT OF COMPOUND CURVE CONCAVE TO THE NORTHEAST; THENCE SOUTHEASTERLY ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 34.49 FEET, THROUGH A CENTRAL ANGLE OF 17°49'27", AN ARC DISTANCE OF 10.73 FEET TO A POINT OF REVERSE CURVE CONCAVE TO THE SOUTHWEST; THENCE SOUTHEASTERLY ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 28.37 FEET, THROUGH A CENTRAL ANGLE OF 56°30'15", AN ARC DISTANCE OF 27.98 FEET TO A POINT OF REVERSE CURVE CONCAVE TO THE EAST; THENCE SOUTHERLY ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 99.31 FEET, THROUGH A CENTRAL ANGLE OF 06°52'29", AN ARC DISTANCE OF 11.92 FEET TO A POINT OF REVERSE CURVE CONCAVE TO THE WEST; THENCE SOUTHERLY ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 177.64 FEET, THROUGH A CENTRAL ANGLE OF 31°56'20", AN ARC DISTANCE OF 99.02 FEET TO A POINT OF COMPOUND CURVE CONCAVE TO THE NORTHWEST; THENCE SOUTHWESTERLY ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 175.00 FEET, THROUGH A CENTRAL ANGLE OF 28°30'06", AN ARC DISTANCE OF 87.05 FEET TO A POINT OF TANGENCY;

DESCRIPTION CONTINUED ON SHEET 5 OF 11

SHEET 4 OF 11



**CAULFIELD & WHEELER, INC.**  
CIVIL ENGINEERING - LAND SURVEYING  
7900 GLADES ROAD - SUITE 100  
BOCA RATON, FLORIDA 33434  
PHONE (561)-392-1891 / FAX (561)-750-1452



DATE	03/18/15
DRAWN BY	DLS
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	5798-CE

CONSERVATION EASEMENT  
A PORTION OF PARCEL A, MEADOW PINES  
SKETCH OF DESCRIPTION

**DESCRIPTION: (CONTINUED)**

THENCE SOUTH 55°12'19" WEST, A DISTANCE OF 414.20 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST; THENCE SOUTHWESTERLY ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 86.00 FEET, THROUGH A CENTRAL ANGLE OF 29°30'40", AN ARC DISTANCE OF 44.30 FEET; THENCE NORTH 84°18'21" WEST, A DISTANCE OF 15.41 FEET; THENCE NORTH 01°44'41" WEST, A DISTANCE OF 484.58 FEET TO THE POINT OF BEGINNING (3).

SAID LANDS LYING IN THE CITY OF PEMBROKE PINES, BROWARD COUNTY, FLORIDA.  
CONTAINING A TOTAL NET AREA OF 2,014,808 SQUARE FEET (46.248 ACRES), MORE OR LESS.


**NOTES:**

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS--OF--WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. BEARINGS SHOWN HEREON ARE RELATIVE TO A RECORD PLAT BEARING OF NORTH 01°44'42" EAST ALONG THE WEST LINE OF PARCEL A, MEADOW PINES, AS RECORDED IN PLAT BOOK 173 PAGE 40 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
4. THE "LAND DESCRIPTION" SHOWN HEREON WAS PREPARED BY THE SURVEYOR
5. DATA SHOWN HEREON WAS COMPILED FROM INSTRUMENTS OF RECORD AND DOES NOT CONSTITUTE A BOUNDARY SURVEY AS SUCH.

**CERTIFICATE:**

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON MARCH 18, 2015. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

SHEET 5 OF 11

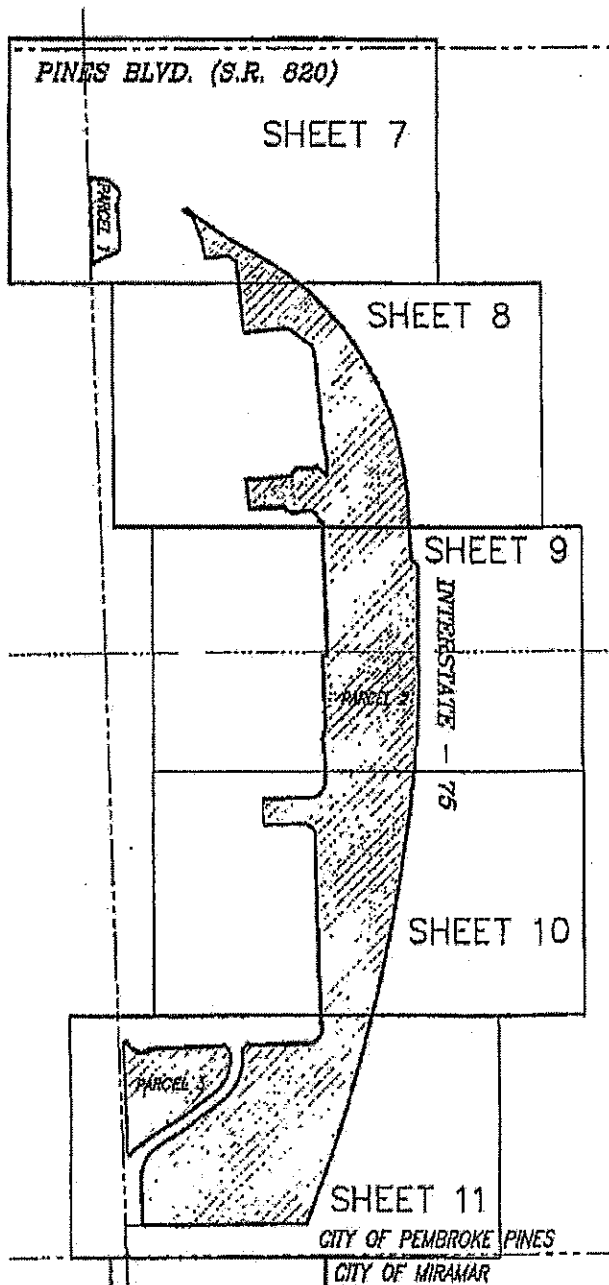


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CONSERVATION EASEMENT  
A PORTION OF PARCEL A, MEADOW PINES  
SKETCH OF DESCRIPTION

DAVID P. LINDLEY  
REGISTERED LAND  
SURVEYOR NO. 5005  
STATE OF FLORIDA  
LB# 3591

DATE	03/18/15
DRAWN BY	DLS
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	5798-CE



GRAPHIC SCALE  
( IN FEET )



## SHEET INDEX

SHEET 6 OF 11

DATE	03/18/15
DRAWN BY	DLS
F.B./ PG.	N/A
SCALE	1"=750'
JOB NO.	5798-CE

### CONSERVATION EASEMENT

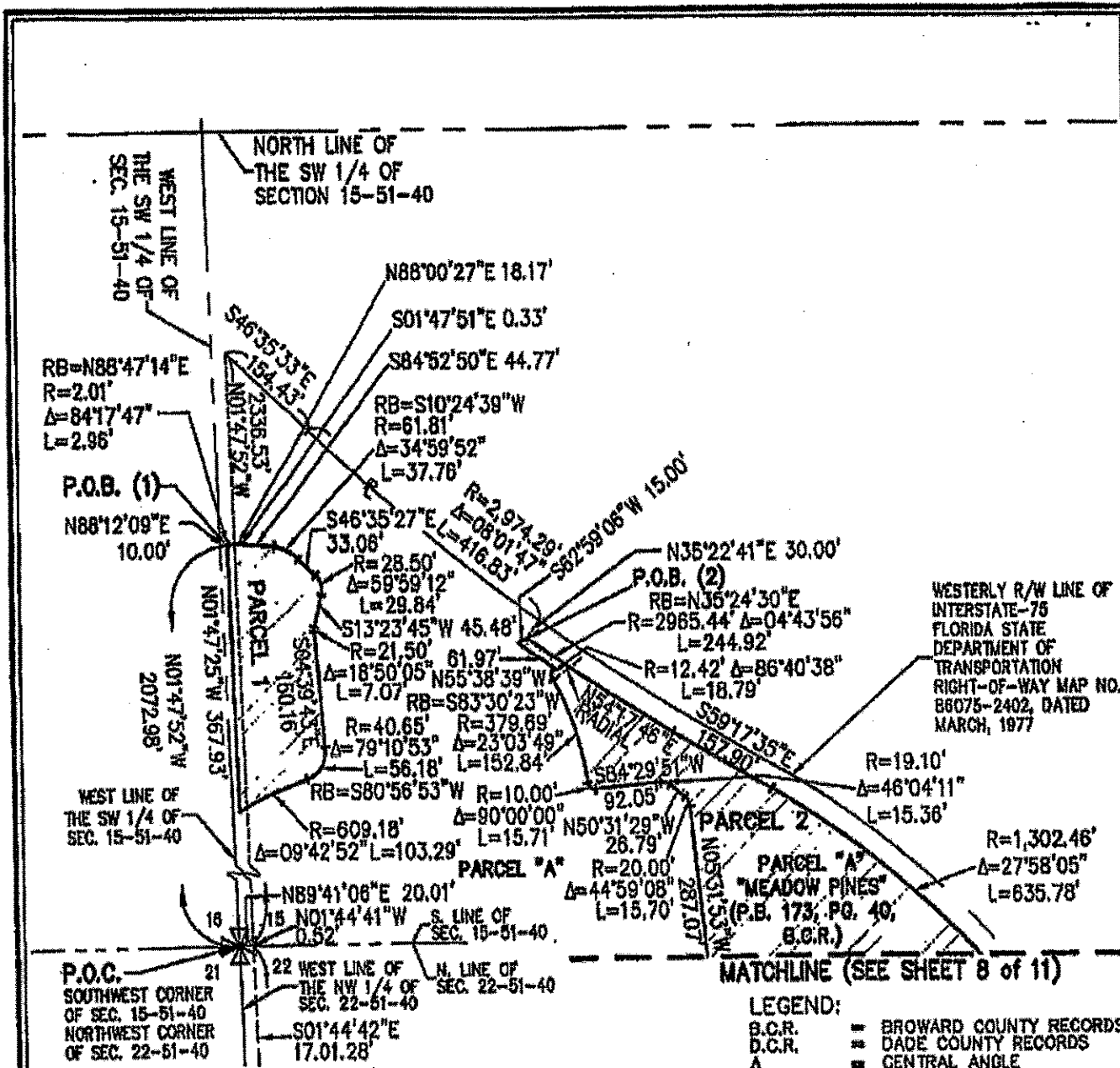
A PORTION OF  
PARCEL A,  
MEADOW PINES

### SKETCH OF DESCRIPTION

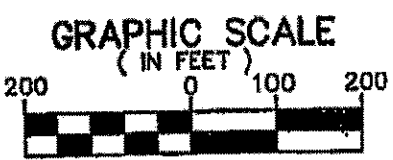


### CAULFIELD & WHEELER, INC.

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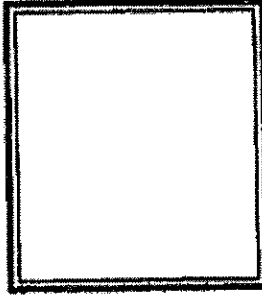
WESTERLY R/W LINE OF INTERSTATE-75 FLORIDA STATE DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP NO. 88075-2402, DATED MARCH, 1977



- LEGEND:**
- B.C.R. BROWARD COUNTY RECORDS
  - D.C.R. DADE COUNTY RECORDS
  - Δ CENTRAL ANGLE
  - L ARC LENGTH
  - P.O.B. POINT OF BEGINNING
  - P.O.C. POINT OF COMMENCEMENT
  - PB PLAT BOOK
  - PG PAGE
  - R RADIUS
  - R/W RIGHT-OF-WAY
  - RB RADIAL BEARING
  - SEC. SECTION
  - PROPERTY LINE

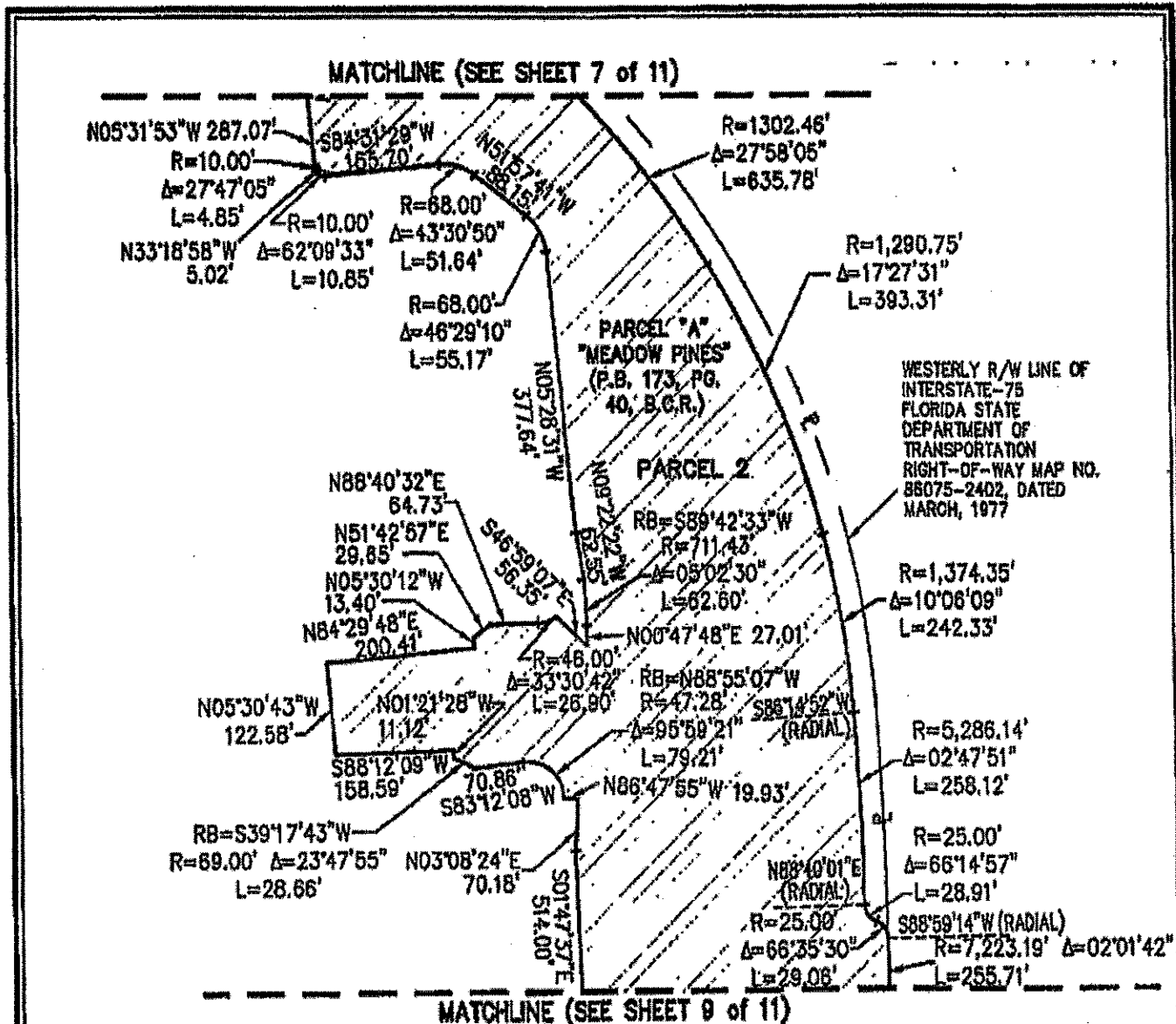
SHEET 7 OF 11

**CAULFIELD & WHEELER, INC.**  
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 BOCA RATON, FLORIDA 33434  
 PHONE (561)-392-1991 / FAX (561)-750-1452



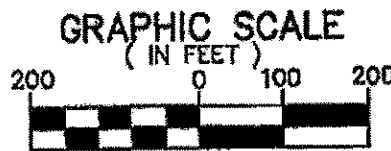
DATE	03/18/15
DRAWN BY	DLS
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	5798-CE

**CONSERVATION EASEMENT  
 A PORTION OF PARCEL A, MEADOW PINES  
 SKETCH OF DESCRIPTION**



**LEGEND:**

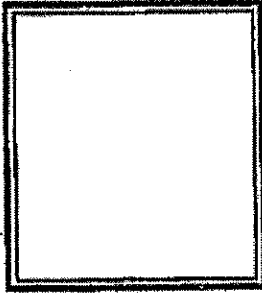
- B.C.R. = BROWARD COUNTY RECORDS
- D.C.R. = DADE COUNTY RECORDS
- Δ = CENTRAL ANGLE
- L = ARC LENGTH
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- PB = PLAT BOOK
- PG = PAGE
- R = RADIUS
- R/W = RIGHT-OF-WAY
- RB = RADIAL BEARING
- SEC. = SECTION
- E = PROPERTY LINE



SHEET 8 OF 11

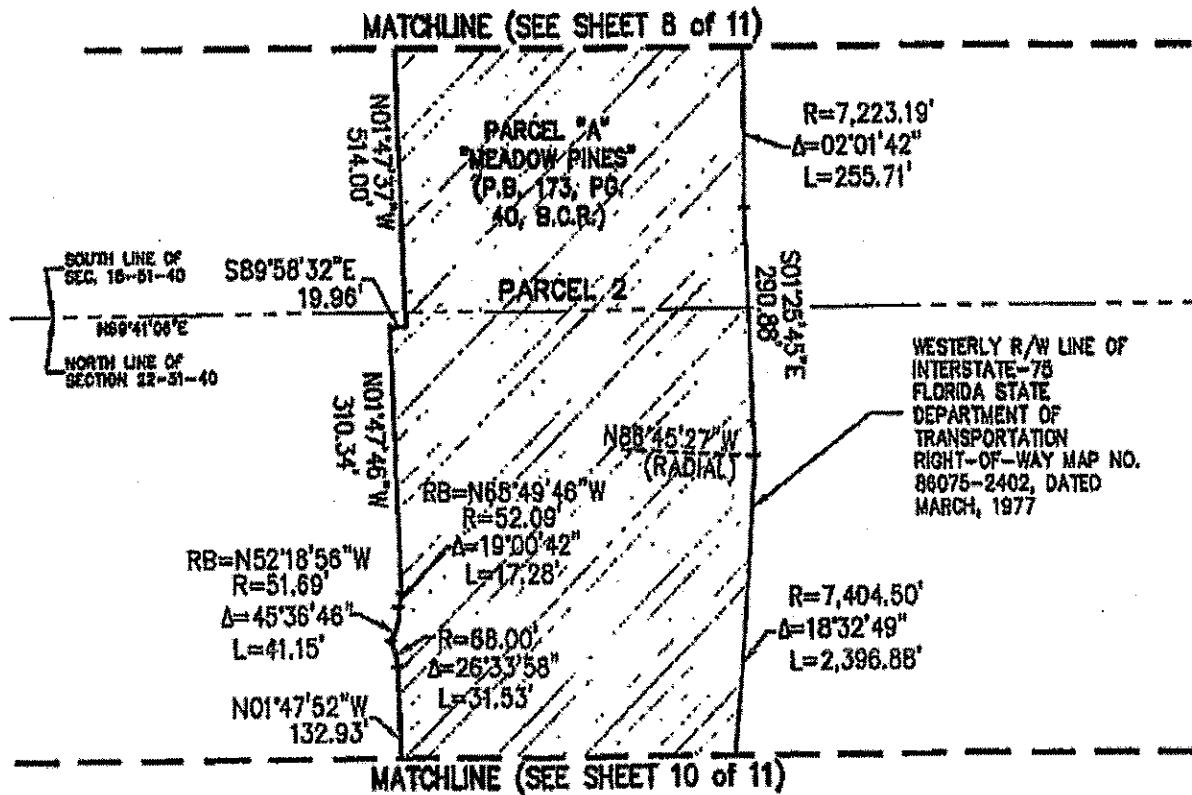
**CAULFIELD & WHEELER, INC.**  
CIVIL ENGINEERING - LAND SURVEYING  
7800 GLADES ROAD - SUITE 100  
BOCA RATON, FLORIDA 33434  
PHONE (561)-392-1991 / FAX (561)-750-1452

**CONSERVATION EASEMENT**  
A PORTION OF PARCEL A, MEADOW PINES  
SKETCH OF DESCRIPTION



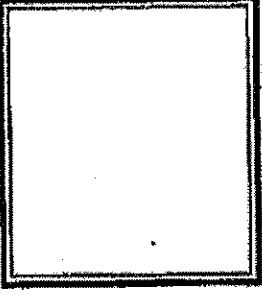
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DRAWN BY	DLS
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	5798-CE



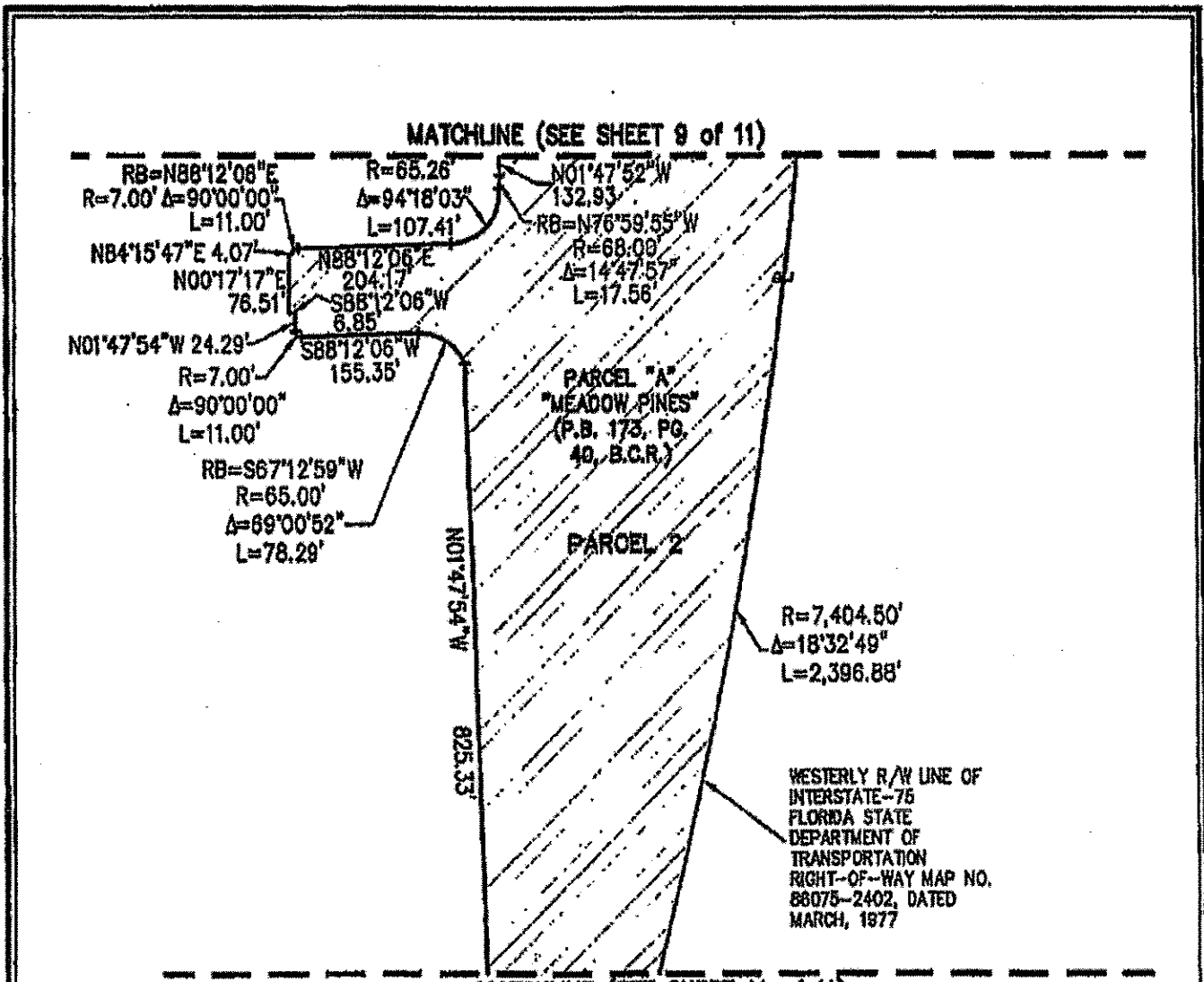


**CAULFIELD & WHEELER, INC.**  
CIVIL ENGINEERING - LAND SURVEYING  
7900 GLADES ROAD - SUITE 100  
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**CONSERVATION EASEMENT  
A PORTION OF PARCEL A, MEADOW PINES  
SKETCH OF DESCRIPTION**



DATE	03/18/15
DRAWN BY	DLS
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	5798-CE



WESTERLY R/W LINE OF  
INTERSTATE-75  
FLORIDA STATE  
DEPARTMENT OF  
TRANSPORTATION  
RIGHT-OF-WAY MAP NO.  
88075-2402, DATED  
MARCH, 1977


**LEGEND:**

- B.C.R. ■ BROWARD COUNTY RECORDS
- D.C.R. ■ DADE COUNTY RECORDS
- Δ ■ CENTRAL ANGLE
- L ■ ARC LENGTH
- P.O.B. ■ POINT OF BEGINNING
- P.O.C. ■ POINT OF COMMENCEMENT
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- R ■ RADIUS
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- RB ■ RADIAL BEARING
- SEC. ■ SECTION
- E ■ PROPERTY LINE

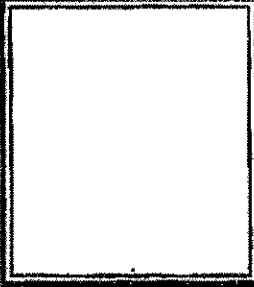
**GRAPHIC SCALE**



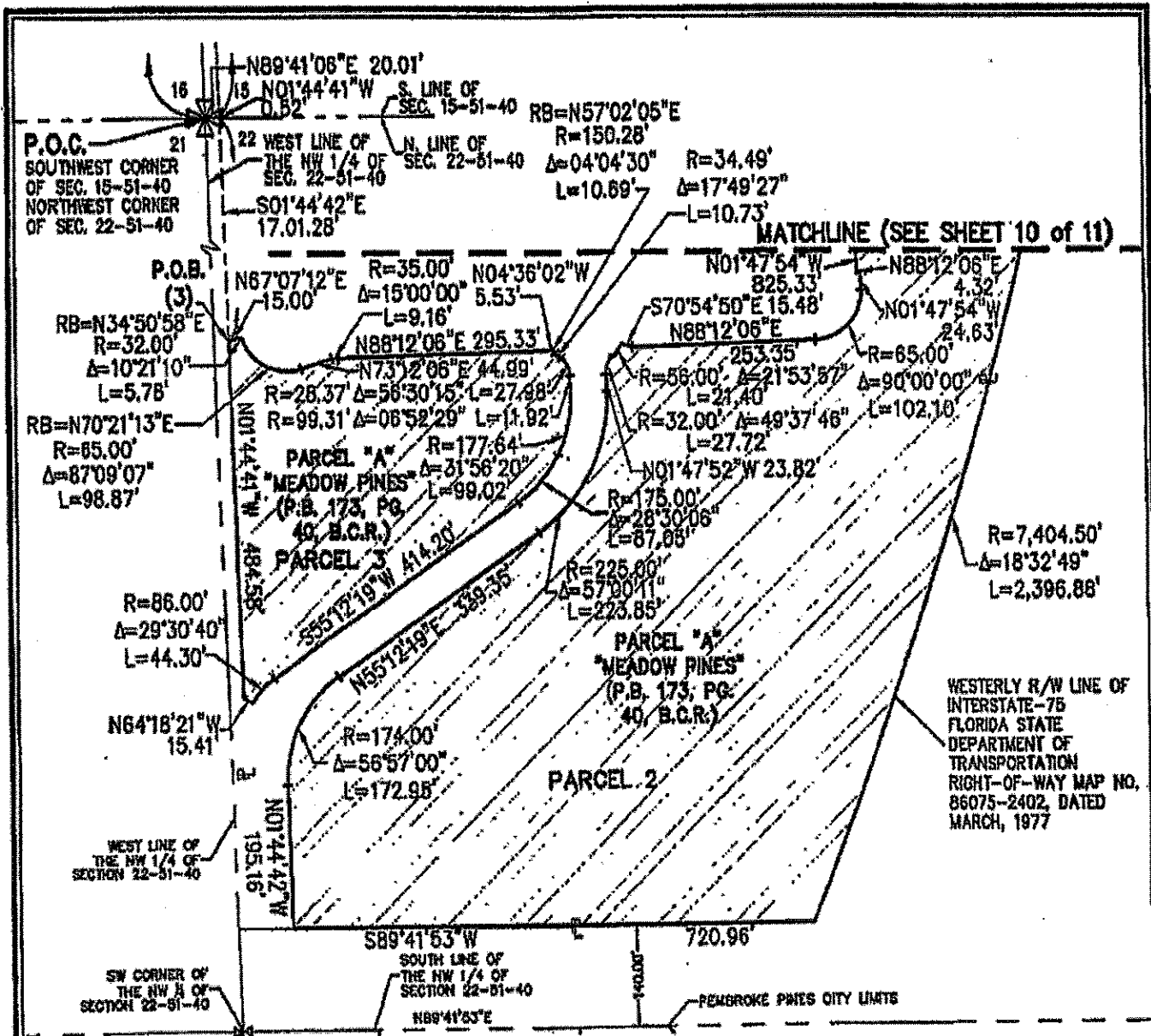
SHEET 10 OF 11

**CAULFIELD & WHEELER, INC.**  
  
 CIVIL ENGINEERING - LAND SURVEYING  
 7900 GLADES ROAD - SUITE 100  
 BOCA RATON, FLORIDA 33434  
 PHONE (561)-392-1991 / FAX (561)-750-1452

**CONSERVATION EASEMENT  
 A PORTION OF PARCEL A, MEADOW PINES  
 SKETCH OF DESCRIPTION**

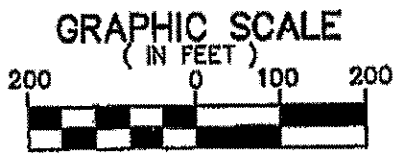


DATE	03/18/15
DRAWN BY	DLS
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	5798-CE



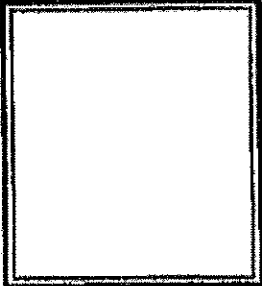
**LEGEND:**

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SHEET 11 OF 11

**CAULFIELD & WHEELER, INC.**  
 CIVIL ENGINEERING - LAND SURVEYING  
 7900 GLADES ROAD - SUITE 100  
 BOCA RATON, FLORIDA 33434  
 PHONE (561)-392-1991 / FAX (561)-750-1452



DATE	03/18/15
DRAWN BY	DLS
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	5798-CE

**CONSERVATION EASEMENT**  
 A PORTION OF PARCEL A, MEADOW PINES  
 SKETCH OF DESCRIPTION

**DESCRIPTION:**

PORTIONS OF TRACTS 46 THROUGH 48 IN THE SOUTH ONE-HALF (S 1/2) OF SECTION 22, TOWNSHIP 51 SOUTH, RANGE 40 EAST, "EVERGLADES SUGAR AND LAND CO. SUBDIVISION", RECORDED IN PLAT BOOK 2, AT PAGE 39 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST ONE-QUARTER (W 1/4) CORNER OF SAID SECTION 22; THENCE NORTH 89°41'52" EAST ALONG THE NORTH LINE OF SAID SOUTH ONE-HALF (S 1/2) OF SAID SECTION 22, 20.01 FEET; THENCE SOUTH 01°44'42" EAST, 104.04 FEET TO THE SOUTH RIGHT-OF-WAY (R.O.W.) OF PEMBROKE ROAD AND BEING ON THE WEST LINE OF SAID TRACT 48 AND THE POINT OF BEGINNING; THENCE NORTH 89°41'52" EAST, ALONG SAID SOUTH R.O.W., 647.50 FEET TO THE WEST R.O.W. OF INTERSTATE 75, AS SHOWN ON THE FLORIDA STATE DEPARTMENT OF TRANSPORTATION R.O.W. MAP NO. 86075-2402, DATED MARCH 1977, BEING A NON-TANGENT POINT OF CURVATURE CONCAVE TO THE NORTHWEST, A RADIAL LINE THROUGH SAID POINT BEARS NORTH 65°51'07" WEST; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID NON-TANGENT CURVE HAVING A RADIUS OF 7404.44 FEET, A CENTRAL ANGLE OF 09°47'47", AN ARC DISTANCE OF 1266.01 FEET TO A POINT OF NON-TANGENCY, SAID POINT BEING ON THE WEST LINE OF SAID TRACT 48; THENCE NORTH 01°44'42" WEST ALONG SAID WEST LINE OF TRACT 48 AND PARALLEL WITH THE WEST LINE OF SAID SOUTH ONE-HALF (S 1/2) OF SECTION 22, 1102.53 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN BROWARD COUNTY, FLORIDA,  
CONTAINING 379,632 SQUARE FEET/8.715 ACRES, MORE OR LESS.  
SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS AND RIGHTS-OF-WAY OF RECORD..

**NOTES:**

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
2. LANDS SHOWN HEREON ARE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. BEARINGS SHOWN HEREON ARE RELATIVE TO AN ASSUMED BEARING OF NORTH 89°41'52" EAST ALONG THE NORTH LINE OF THE SOUTH ONE-HALF OF SECTION 22, TOWNSHIP 51 SOUTH, RANGE 40 EAST
4. THE "LAND DESCRIPTION" HEREON IS IN ACCORD WITH THE INSTRUMENT OF RECORD.
5. DATA SHOWN HEREON WAS COMPILED FROM THE INSTRUMENT OF RECORD, RECORDED IN OFFICIAL RECORD BOOK 35601, PAGE 1070 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

**CERTIFICATE:**

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON NOVEMBER 4, 2011. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

SHEET 1 OF 2

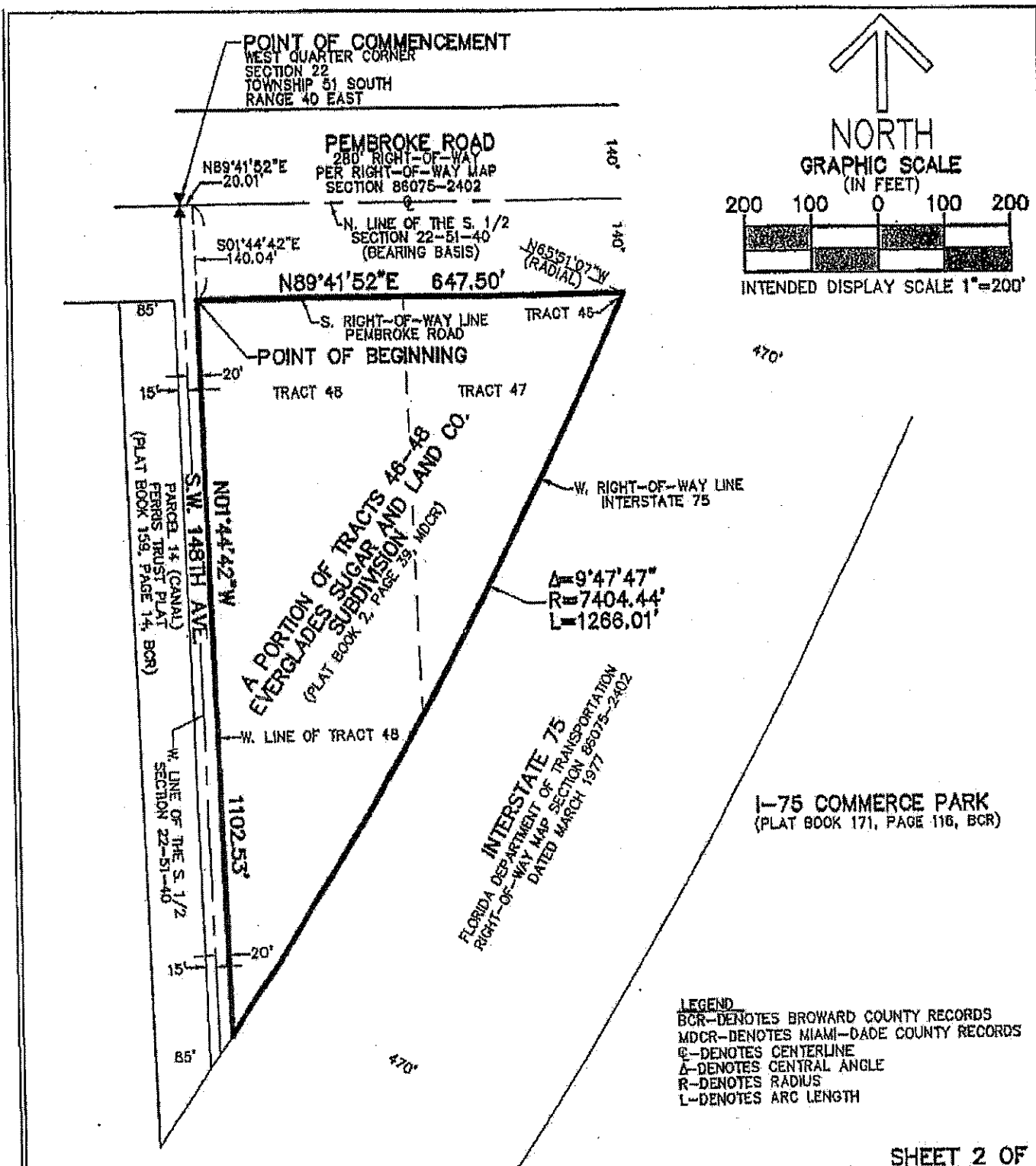


**CAULFIELD & WHEELER, INC.**  
CIVIL ENGINEERING - LAND PLANNING  
LANDSCAPE ARCHITECTURE - SURVEYING  
7301A W. PALMETTO PARK ROAD - SUITE 100A  
BOCA RATON, FLORIDA 33433  
PHONE (561)-392-1991 / FAX (561)-750-1452

DAVID P. LINDLEY  
REGISTERED LAND  
SURVEYOR NO. 5005  
STATE OF FLORIDA  
R 3591

DATE	11/04/11
DRAWN BY	JC
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO	

A PORTION OF TRACTS 46 THROUGH 48  
EVERGLADES SUGAR AND LAND CO. SUBDIVISION  
SKETCH OF DESCRIPTION



SHEET 2 OF 2

**CAULFIELD & WHEELER, INC.**  
CIVIL ENGINEERING - LAND PLANNING  
LANDSCAPE ARCHITECTURE - SURVEYING  
7301A W. PALMETTO PARK ROAD - SUITE 100A  
BOCA RATON, FLORIDA 33433  
PHONE (561)-392-1991 / FAX (561)-750-1452

DATE	11/04/11
DRAWN BY	JC
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	

**A PORTION OF TRACTS 46 THROUGH 48**  
**EVERGLADES SUGAR AND LAND CO. SUBDIVISION**  
**SKETCH OF DESCRIPTION**

Department of Planning and Environmental Protection  
**BIOLOGICAL RESOURCES DIVISION**

218 S.W. 1st Avenue • Fort Lauderdale, Florida 33301 • 954-519-1230 • FAX 954-519-1412

## ENVIRONMENTAL RESOURCE LICENSE

**LICENSEE:**

**Westbrooke Homes  
9350 Sunset Drive, Suite 100  
Miami, Florida 33173**

**LICENSE NO. DE02-1087**

**PROTECT: Wetland and Canal Fill,  
Lake Excavation &  
Mitigation Areas  
West Meadow Blvd**

This license is issued under the provision of Chapter 27 of the Broward County Code of Ordinances, also cited as Broward County Natural Resource Protection Code hereinafter called the Code. The above named applicant hereinafter called licensee is hereby authorized to perform the work of, operate the facility shown on the approved drawing(s), plans, documents, and specifications as submitted by applicant and made a part hereof and specifically described as follows:

**Description of Work:** This project involves the following: (1) filling 62.42 acres of mixed herbaceous and melaleuca forest in wetlands with approximately 512,000 cubic yards of clean fill; filling the northern portion of the existing canal at the west property line; partial filling of the same canal south of the limits of abandonment, as per sheets number 2 and 4 of 8; excavation of a 7.35 and a 6.04 acre lake to a maximum depth of -20.00 feet NGVD. Lake slopes shall be as per the attached plans in conformance with Section 27-337(b)(13). The fill material used in the canal will be generated by excavating the mitigation area and lakes. The existing conditions at the site are 117.77 acres of Jurisdictional wetlands with 14.25 acres of agricultural ditches and related fill/spoil areas. This project is for the development of multi-family residences.

Compensation for unavoidable impacts to 62.42 acres of wetlands shall be the on-site enhancement of 57.35 acres of diverse freshwater marsh system which includes a 25 foot wide open water buffer on the west side which is not included in the conservation easement. Total conservation easement acreage: 57.5153.

**Location of Work:** This project is located on the cells side of Pines Boulevard and directly west of E-75 in Sections 15 and 22, Township 51 S, Range 40E, in the Cities of Pembroke Pines and Miramar.

Construction shall be in accordance with the DEP form 69-343-900 (1) dated 4/03 and associated information, all of which is designated as DPER File No. 97-07556 and plans stamped by the Department on 9/16/03 (attached) and all General and Specific Conditions of this license.

## ENVIRONMENTAL RESOURCE LICENSE

### GENERAL CONDITIONS

1. The terms, conditions, requirements, limitations and restrictions set forth herein are accepted and must be completed by the licensee and enforceable by the Department of Planning and Environmental Protection (DPEP) pursuant to Chapter 27 of the Broward County Code of Ordinances. The DPEP will review this license periodically and may revoke or suspend the license, and initiate administrative and/or judicial action for any violation of the conditions by the licensee, its agents, employees, servants or representatives.
2. This license is valid only for the specific uses set forth in the license application and any deviation from the approved uses may constitute grounds for revocation, suspension and/or enforcement action by the DPEP.
3. In the event the licensee is temporarily unable to comply with any of the conditions of the license or with the Code, the licensee shall notify the DPEP within eight (8) hours or as stated in the specific section of the Code. Within three (3) working days of the event, the licensee shall submit a written report to the DPEP that describes the incident, its cause, the measures being taken to correct the problem and prevent its reoccurrence, the owner's intention toward repair, replacement, and reconstruction of destroyed facilities, and a schedule of action leading toward operation within the license conditions.
4. The issuance of this license does not convey any vested rights or exclusive privileges, or 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 license must be available for inspection on licensee's premises during the entire life of the license.
6. By accepting this license, the licensee understands and agrees that all records, notes, monitoring data and other information relating to the construction or operation of this licensed facility or activity that are submitted to the County, may be used by the County as evidence in any enforcement proceeding arising under Chapter 27 of the Broward County Code of Ordinances, except where such use is prohibited by Section 403.111, Florida Statutes.
7. The licensee agrees to comply and shall comply with all provisions of the most current version of the Code.
8. Any new owner of a licensed facility shall apply by letter for a transfer of license within thirty (30) days after the sale or legal transfer. The transferor shall remain liable for performance in accordance with the license until the transferee applies for, and is granted a transfer of license. The transferee shall be liable for any violation of the Code that results from the transferee's activities. The transferee shall comply with the transferor's original license conditions when the transferee has failed to obtain its own license.
9. The licensee, by acceptance of this license, specifically agrees to allow access and shall allow access to the license source at reasonable times by DPEP personnel for the purposes of inspection and testing to determine compliance with this license and Chapter 27, Broward County Code of Ordinances.
10. This license does not constitute a waiver or approval of any other license, approval or regulatory requirement by this or any other governmental agency that may be required.
11. If the licensee wishes to renew the license or extend its term, the licensee shall make application sixty (60) days prior to its expiration including payment of all appropriate fees. Expired licenses are not renewable.

License No. DF02-1087  
LICENSEE: Westbrook Homes

SPECIFIC CONDITIONS:

A. Standard

1. Notify the Department in writing a minimum of 48 hours prior to project commencement and a maximum of 48 hours after project completion. Failure to comply with this condition will result in enforcement action.
2. Any project caused environmental problem(s) shall be reported immediately to the DPEP Environmental Response Line at 954-519-1499.
3. All project generated solid waste and/or spoil material must be disposed of in a suitable approved manner at an upland location.
4. Turbidity screens or equivalent shall be properly employed and maintained as necessary during construction activities so that turbidity levels do not exceed 29 NTU's above natural background 50 feet downstream of project. If turbidity levels exceed these limits, project activities shall immediately cease, and work shall not resume until turbidity levels drop to within these limits [62-302.530(70) FAC].
5. Any water bodies or wetlands to be filled pursuant to this license must be filled only with rock, soil, or muck, as appropriate and depicted on the attached drawings dated 9/16/03 by the Department. Fill material which includes clean debris as defined in Section 27-214 is not authorized by this license. Use as fill of any materials other than rock, soil, or muck shall constitute a violation of this license.
6. This permit does not constitute the approval required by Section 27-353(i), Broward County Code, to conduct dewatering operations at or within one-quarter mile radius of a contaminated site. Please contact the Pollution Prevention and Remediation Division at (954) 519-1260 for further information.

B. Compensatory Mitigation (Areas)

1. Construction and installation of the Areas shall be in accordance with plans dated 9/16/03 by the Department (attached) and associated information. The Areas shall be installed concurrently with licensed construction.
2. Upon completion of the Areas, the following documentation shall be submitted to the Department: (a) certification of elevations in relation to design, (b) verification of actual acreage, and (c) the time-zero monitoring report. This documentation is required within 30 days of completion of the Area and prior to any Certificate of Occupancy being received for any structure on the site.
3. The Areas shall be protected from construction-related runoff and development activities through the use of orange construction fence and siltation screening or haybales around the perimeter of the Areas adjacent to the proposed development. The erosion protection devices shall be placed before the initiation of ground-disturbing activities and shall remain in place until all ground-disturbing activities adjacent to the Areas have concluded, at which time the screening or bales shall be removed completely from the site.
4. Introduction (direct or indirect) of Grass Carp, *Ctenopharyngodon idella*, is strictly prohibited. The Licensee shall properly employ and maintain Grass Carp exclusion devices as necessary to prevent entry to the Areas.
5. A viable wetland system shall be established that replicates a natural reference wetland in basic structure and function. In order to assure that the Areas become self-sustaining, the following criteria shall be met:
  - a) A minimum of 80% coverage by desirable wetland species after a two (2) year period and demonstration of persistence for three (3) additional years.



License No. DF02-1087  
LICENSEE: Westbrook Homes

- b) Less than 2% coverage by invasive exotic and undesirable species is allowable if plants are dispersed and not concentrated in any particular area. Exotic and undesirable species include, but are not limited to, melaleuca, Australian pine, Brazilian pepper, bischofia, torpedo grass, primrose-willow, and cattail. Treatment efforts must be tailored to prevent these species from becoming reproductively mature.
- c) A minimum of 80% survival of each planted species shall be maintained each quarter. An exception to this condition may be allowed in areas where the overall wetland condition as characterized by the species composition, productivity, viability, etc., is determined by the Department to be of sufficiently high quality.
- d) Hydrologic conditions and soil characteristics are in general conformity to those specified in plans. Data from the permanent surveyed staff gauges must be collected every two weeks and submitted with the quarterly monitoring reports.
- e) Any preserved or planted species shall be maintained as to exhibit new growth and/or propagation, viability, and overall health.

The Areas shall be monitored and reports submitted quarterly for five (5) years describing in detail the condition of the Areas relative to the reference wetland and the criteria listed above (B5.a-e).


- 6. Should the Department determine that any Area is not achieving the listed criteria during some portion of the monitoring period, the licensee shall prepare plans that demonstrate clearly how the problem(s) will be corrected and submit such plans immediately to the Department for approval. Those plans shall then be implemented within thirty (30) days of the Department's written approval.
- 7. A Conservation Easement and two Surety Bonds totaling \$1,281,000.00 has been submitted by the applicant. Should either of these documents be unacceptable to the County Attorney's Office or the County Commission, a replacement document shall be submitted in a form acceptable to the Department, the County Attorney's Office and the Commission within thirty (30) days of the Department's written notification that the document was unacceptable.
- 8. Upon DPEP review and approval of all information required in Specific Condition B. 2, the licensee may request the release of the construction and planting Surety Bond, which totals \$1,087,900.00. After the five year maintenance and monitoring period has elapsed and upon demonstration that the licensee has met the intent and all information requested in Specific Conditions B.3 and 5 and if necessary B.6, the licensee may request the release of the remaining surety Bond, which totals \$193,100.00. All requests shall be made in writing to the Wetlands Resources Section of DPEP.

C. A COPY OF THIS LICENSE SHALL BE KEPT ON SITE DURING ALL PHASES OF LICENSED CONSTRUCTION.

License No. DF02-1087  
LICENSEE: Westbrook Homes

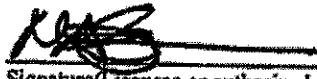
Recommended for approval by

Reviewed by

  
License Processor

  
Licensing/Section Manager

I have read the terms, conditions, requirements, limitations and restrictions set forth herein. I accept and agree to abide by all such provisions.


  
Signature (Licensee or authorized agent)  
MARK A. BIDWELL

9/25/03  
Date

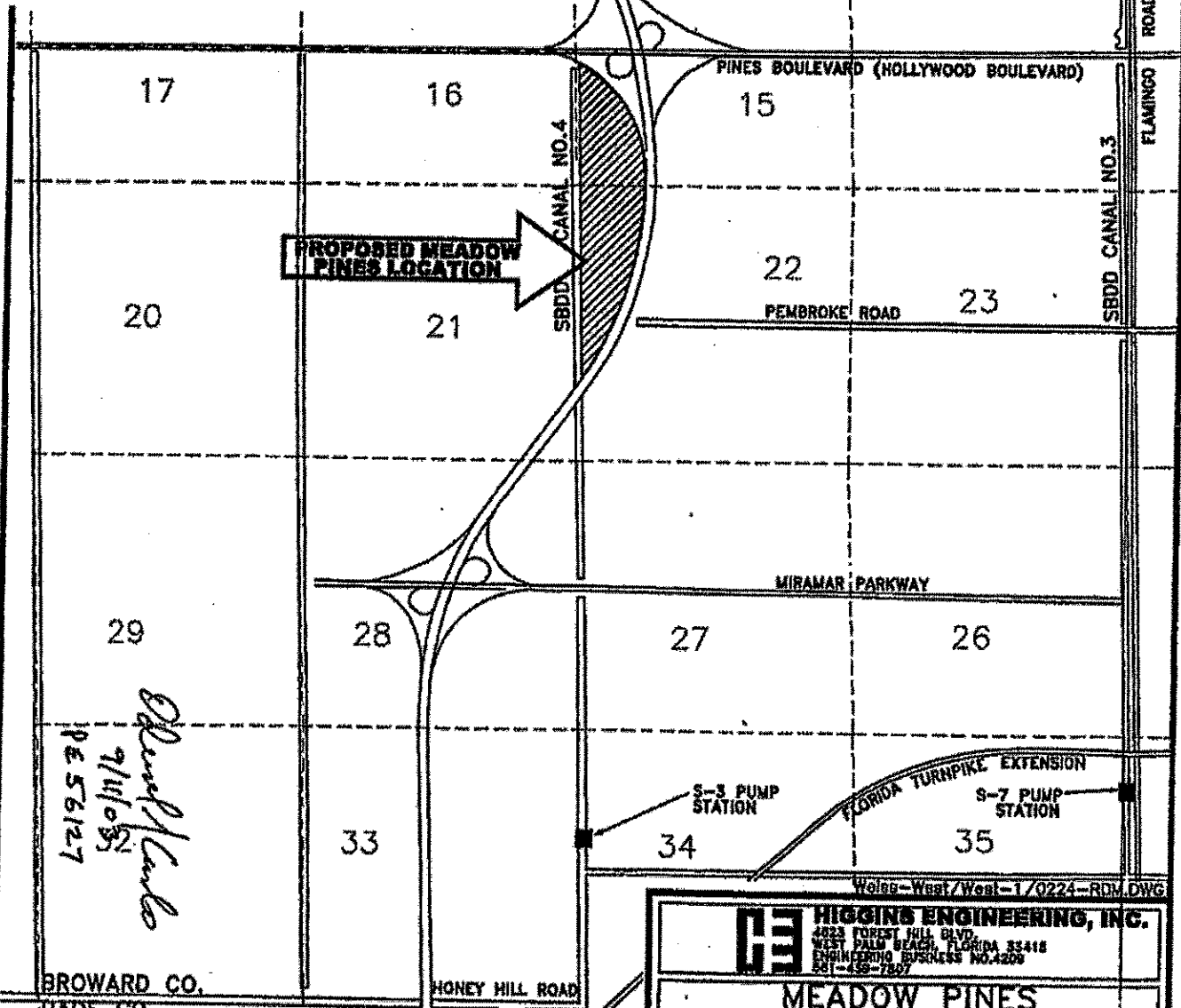
Issued this 25 day of September, 2003

Expiration Date: September 25, 2008

**BROWARD COUNTY DEPARTMENT OF PLANNING AND ENVIRONMENTAL PROTECTION**

for   
Kent Edwards, Manager  
Wetland/Uplands Resources Section

**BROWARD COUNTY**  
 DEPARTMENT OF PLANNING AND ENVIRONMENTAL PROTECTION  
**BIOLOGICAL RESOURCES DIVISION**  
**ENVIRONMENTAL RESOURCE LICENSE**  
 BROWARD COUNTY CODE 27-331 to 27-341  
 PROJECT Westbrooke Homes  
 REVIEWER [Signature] DATE 09/16/03  
 ATTACHED TO LICENSE NO. DF02-1087  
 DRAWING 1 of 11, EXPIRES AS INDICATED IN LICENSE



*Oliver H. ...*  
 9/16/03  
 PE 56127

BROWARD CO.  
 WADE CO.  
 NOTE: ALL ELEVATIONS REFERENCED TO N.G.V.D.

**HIGGINS ENGINEERING, INC.**  
 4223 FOREST HILL BLVD.  
 WEST PALM BEACH, FLORIDA 33418  
 ENGINEERING BUSINESS NO. 4200  
 888-439-7807

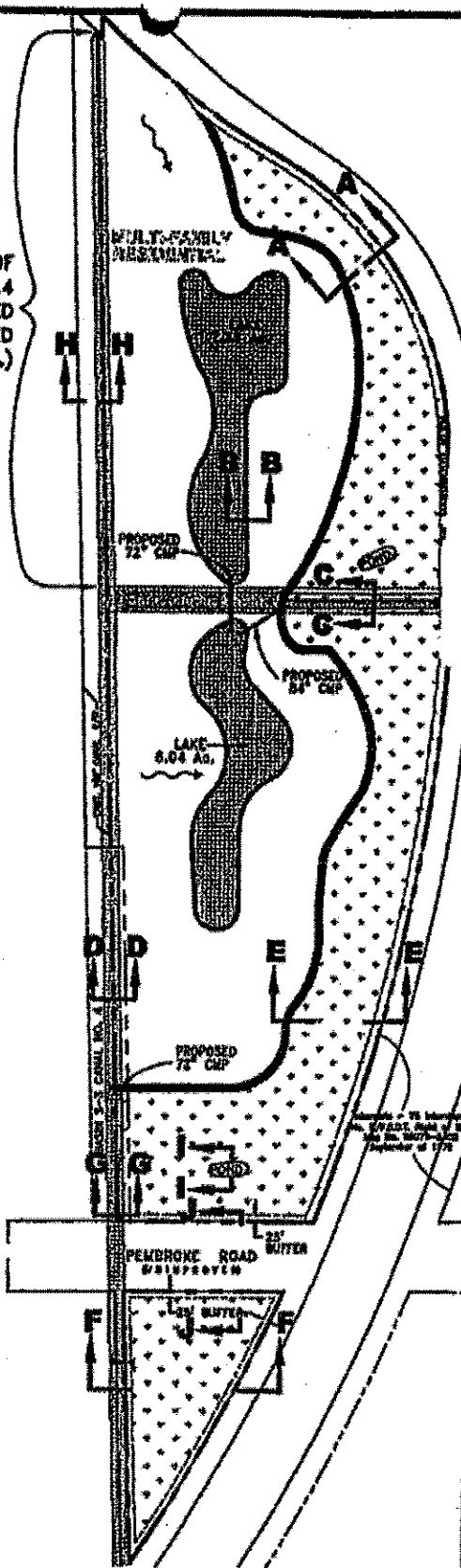
**MEADOW PINES**  
 (formerly known as WEISS WEST PARCEL)  
 LOCATION MAP  
 BROWARD COUNTY, FLORIDA

DESIGNED S.J.N.	DRAWN D.A.B.	CHECKED DTC	JOB NO. 02-24
DATE 10/02	SCALE 1"=2000'	APPROVED SAN	SHT. 1 OF 8

NO.	REVISIONS	DATE
1	SITE NAME CORRECTION/1 OF 8	9/9/03



LIMITS OF  
CANAL NO.4  
TO BE FILLED  
AND ABANDONED  
(APPROX. 2,225 L.F.)



**BROWARD COUNTY**  
DEPARTMENT OF PLANNING AND ENVIRONMENTAL PROTECTION  
**BIOLOGICAL RESOURCES DIVISION**  
ENVIRONMENTAL RESOURCE LICENSE  
BROWARD COUNTY CODE 27-331 to 27-341  
PROJECT Westbrooke Homes  
REVIEWER [Signature] DATE 09/16/03  
ATTACHED TO LICENSE NO. DF02-1087  
DRAWING 2 of 11, EXPIRES AS INDICATED IN LICENSE

*Advised/Marked  
9/16/03  
Pg. 56/27*

NOTE: ALL ELEVATIONS REFERENCED  
TO N.G.V.D.

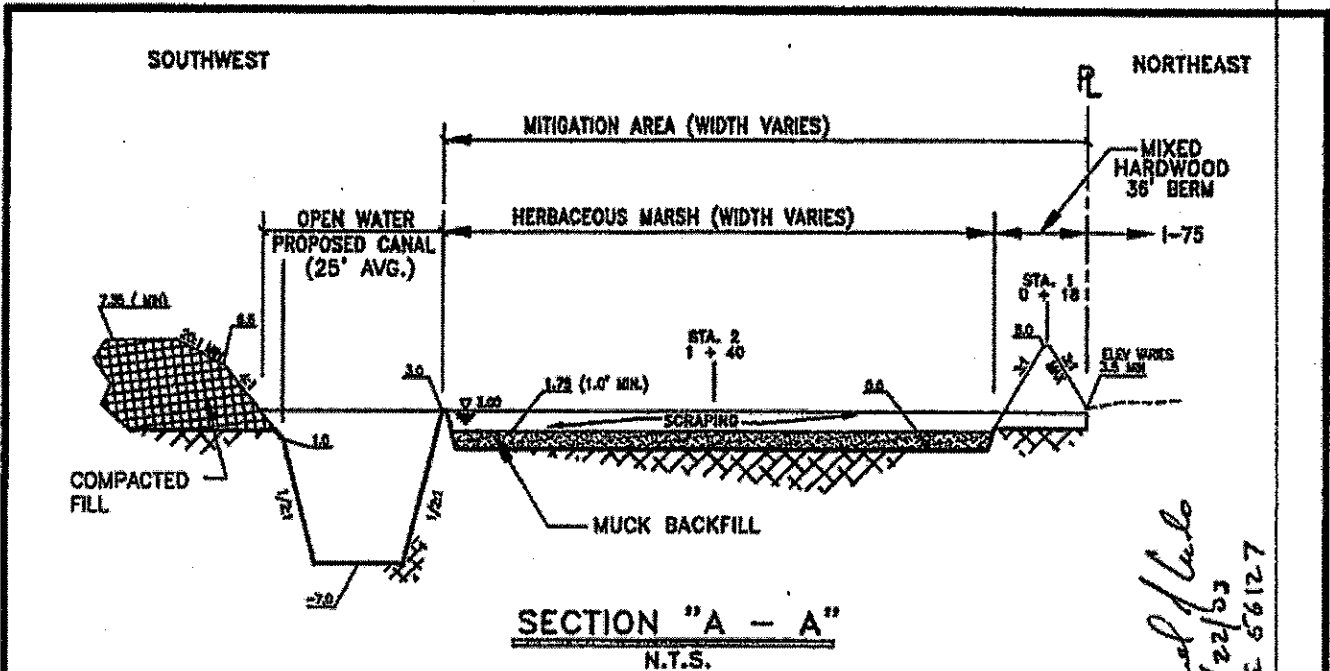
Weiss-West/Weiss-west6.DWG

**HIGGINS ENGINEERING, INC.**  
4823 FOREST HILL BLVD.  
WEST PALM BEACH, FLORIDA 33415  
ENGINEERING BUSINESS NO. 4209  
561-436-7807

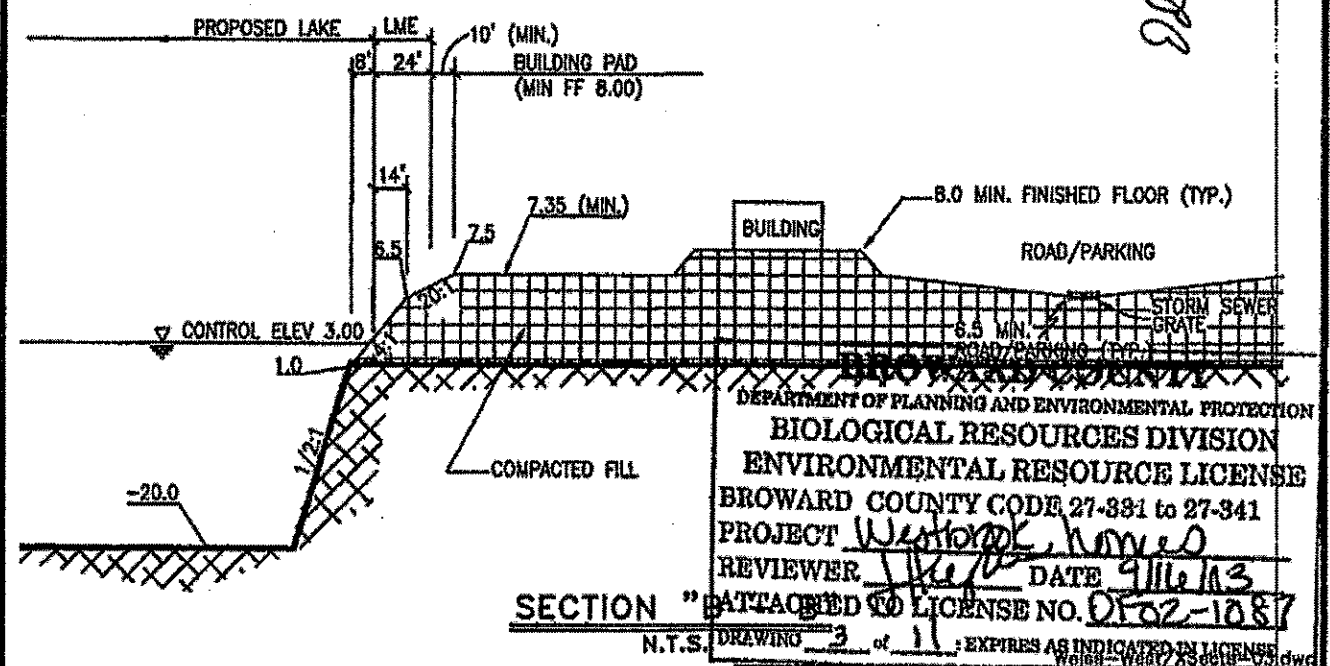
**MEADOW PINES**  
(formerly known as WEISS WEST PARCEL)  
SITE PLAN  
BROWARD COUNTY, FLORIDA

NO.	REVISIONS	DATE
1	ADDED FILL/ABANDON NOTE FOR CANAL NO.4	1/27/03
2	SITE NAME / SHT. 2 OF 8	8/8/03

DESIGNED S.J.N.	DRAWN D.A.B.	CHECKED <i>[Signature]</i>	JOB NO. 02-24
DATE 10/02	SCALE N.T.S.	APPROVED <i>[Signature]</i>	SHT. 2 OF 8



*Edward / Cole*  
9/22/03  
P.C. 5612.7



DEPARTMENT OF PLANNING AND ENVIRONMENTAL PROTECTION  
BIOLOGICAL RESOURCES DIVISION  
ENVIRONMENTAL RESOURCE LICENSE  
BROWARD COUNTY CODE 27-331 to 27-341  
PROJECT *Westwood, Noveo*  
REVIEWER *[Signature]* DATE *9/16/03*  
EXPIRES AS INDICATED IN LICENSE NO. *DF02-1087*  
DRAWING *3* of *11*

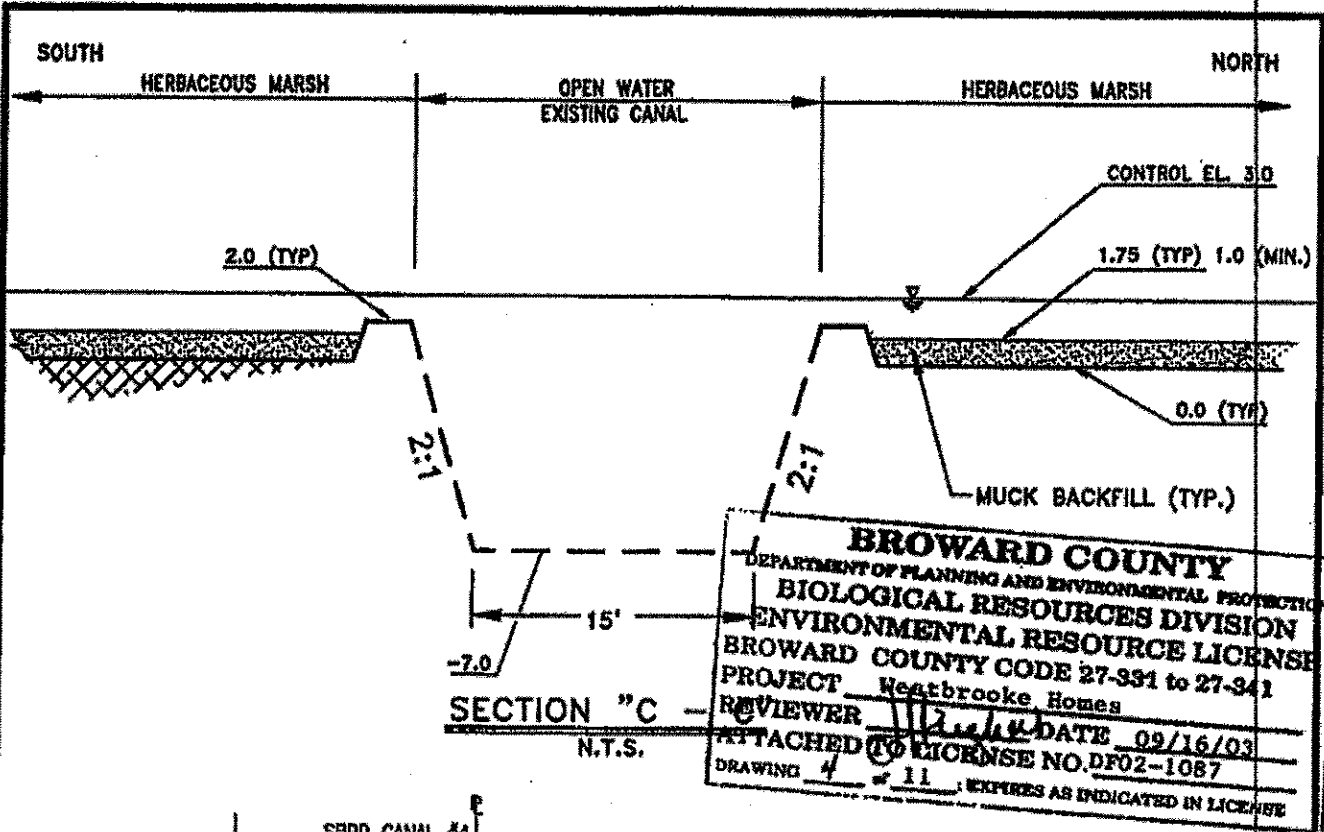
NOTE: ALL ELEVATIONS REFERENCED TO N.G.V.D.

**HIGGINS ENGINEERING, INC.**  
4623 FOREST HILL BLVD.  
WEST PALM BEACH, FLORIDA 33415  
ENGINEERING BUSINESS NO. 4209  
561-438-7807

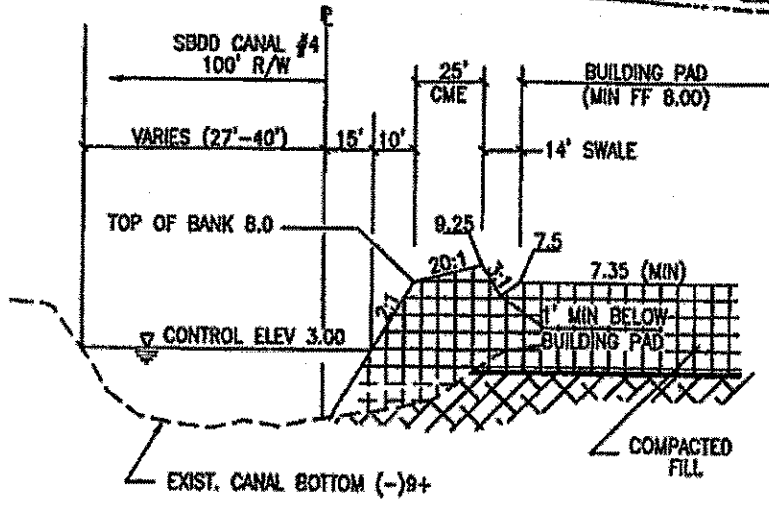
**MEADOW PINES**  
(formerly known as WEISS WEST PARCEL)  
CROSS SECTIONS  
BROWARD COUNTY, FLORIDA

NO.	REVISIONS	DATE
1	REV. MITG. AREA WIDTH / SHT. 3 OF 8	9/9/03
2	REV. BERM ELEV. CANAL/MARSH "A-A"	9/22/03

DESIGNED S.J.N.	DRAWN D.A.B.	CHECKED <i>[Signature]</i>	JOB NO. 02-24
DATE 10/02	SCALE N.T.S.	APPROVED	SHT. 3 OF 8



**BROWARD COUNTY**  
DEPARTMENT OF PLANNING AND ENVIRONMENTAL PROTECTION  
**BIOLOGICAL RESOURCES DIVISION**  
**ENVIRONMENTAL RESOURCE LICENSE**  
BROWARD COUNTY CODE 27-331 to 27-341  
PROJECT Heatbrooke Homes  
REVIEWER [Signature] DATE 09/16/03  
ATTACHED TO LICENSE NO. DF02-1087  
DRAWING 4 OF 11 EXPIRES AS INDICATED IN LICENSE



*Obtained from  
9/16/03  
PE 56127*

**SECTION "D - D"**  
N.T.S.

NOTE: ALL ELEVATIONS REFERENCED TO N.G.V.D.

Weiss-West/Weiss-1/XSects-03.dwg

**HIGGINS ENGINEERING, INC.**  
4823 FOREST HILL BLVD.  
WEST PALM BEACH, FLORIDA 33412  
ENGINEERING BUSINESS NO. 3209  
888-439-7807

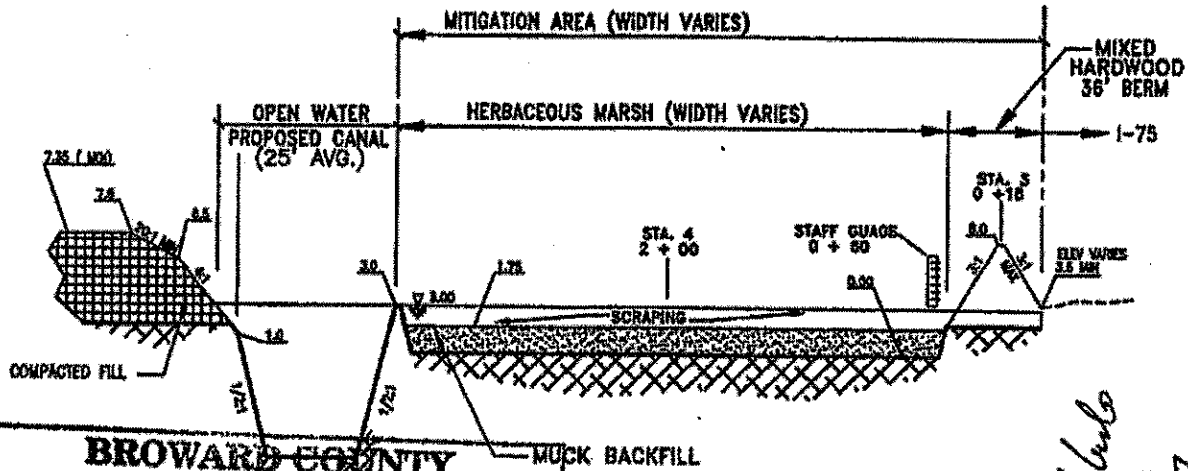
**MEADOW PINES**  
(formerly known as WEISS WEST PARCEL)  
**CROSS SECTIONS**  
BROWARD COUNTY, FLORIDA

DESIGNED S.J.N.	DRAWN D.A.B.	CHECKED <i>[Signature]</i>	JOB NO. 02-24
DATE 10/02	SCALE N.T.S.	APPROVED <i>[Signature]</i>	SHT. 4 OF 8

NO.	REVISIONS	DATE
1	SITE NAME / SHT. 4 OF 8	9/9/03

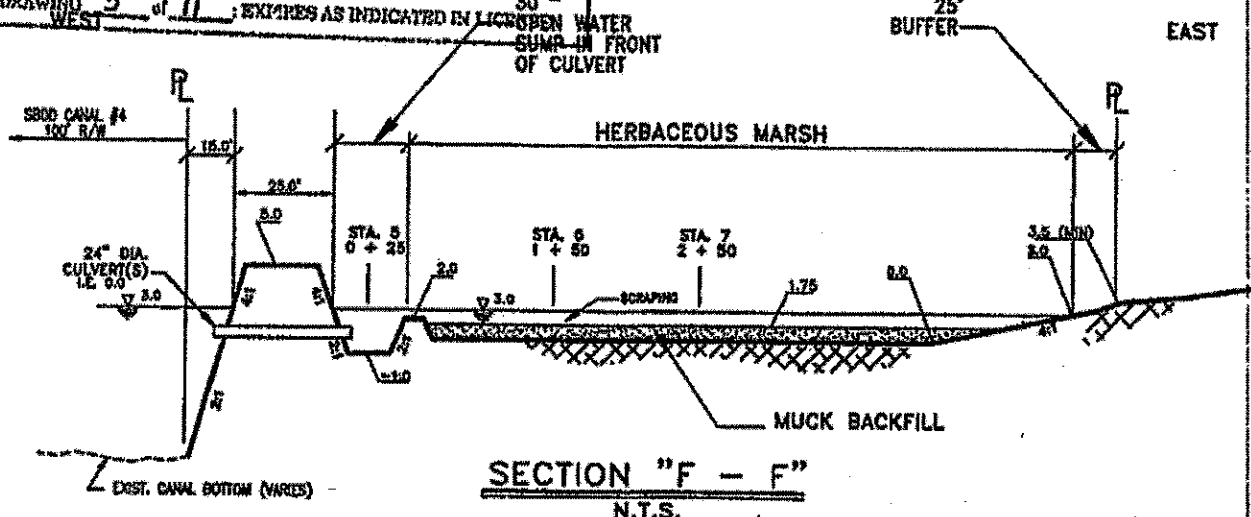
WEST

EAST



**BROWARD COUNTY**  
DEPARTMENT OF PLANNING AND ENVIRONMENTAL PROTECTION  
**BIOLOGICAL RESOURCES DIVISION**  
ENVIRONMENTAL RESOURCE LICENSE  
BROWARD COUNTY CODE 27-331 to 27-341  
PROJECT Westbrook Homes  
REVIEWER [Signature] DATE 9/16/03  
ATTACHED TO LICENSE NO. SP02-1D87  
DRAWING 5 of 11; EXPIRES AS INDICATED IN LICENSE  
WEST

*John J. Lento*  
9/22/03  
P.E. 56127



**SECTION "F - F"**  
N.T.S.

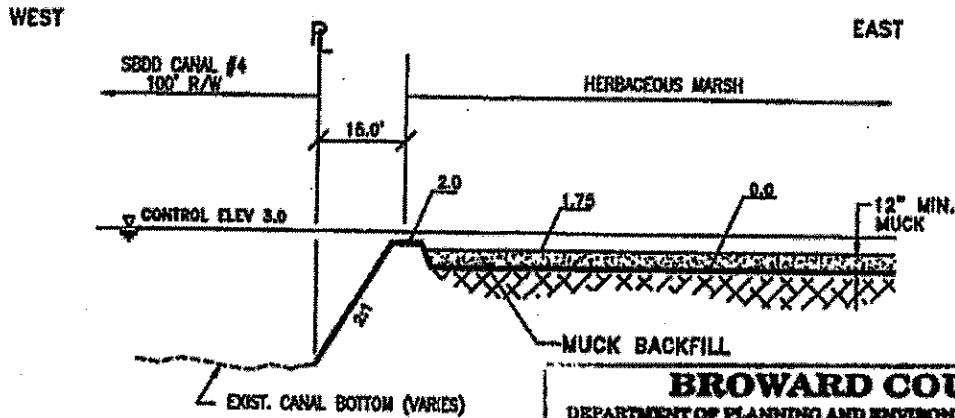
NOTE: ALL ELEVATIONS REFERENCED TO N.G.V.D.

NO.	REVISIONS	DATE
1	SITE NAME / SHT. 5 OF 8 / MITIG. AREA WIDTH / BUFFER ZONES F - F	9/9/03
2	REV. BERM ELEV. CANAL/MARSH. "E-E"	9/22/03

Weiss-West/XSects-03.dwg  
**HIDING ENGINEERING, INC.**  
4923 FOREST HILL BLVD.  
WEST PALM BEACH, FLORIDA 33418  
ENGINEERING BUSINESS NO. 4209  
361-459-7807

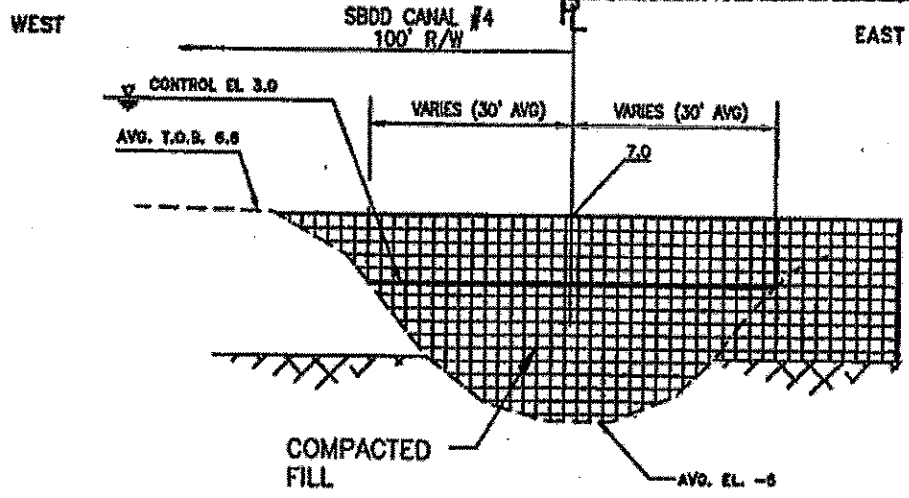
**MEADOW PINES**  
(formerly known as WEISS WEST PARCEL)  
CROSS SECTIONS  
BROWARD COUNTY, FLORIDA

DESIGNED S.J.N.	DRAWN D.A.B.	CHECKED <i>[Signature]</i>	JOB NO. 02-24
DATE 10/02	SCALE N.T.S.	APPROVED	SHT. 5 OF 8



**SECTION "G"**  
N.T.S.

**BROWARD COUNTY**  
DEPARTMENT OF PLANNING AND ENVIRONMENTAL PROTECTION  
**BIOLOGICAL RESOURCES DIVISION**  
**ENVIRONMENTAL RESOURCE LICENSE**  
BROWARD COUNTY CODE 27-331 to 27-341  
PROJECT Westbrooke Homes  
REVIEWER [Signature] DATE 09/16/03  
ATTACHED TO LICENSE NO. DF02-1087  
DRAWING 6 of 11; EXPIRES AS INDICATED IN LICENSE



**SECTION "H - H"**  
N.T.S.

*Edmond Nando*  
9/11/03  
PE 56127

NOTE: ALL ELEVATIONS REFERENCED TO N.G.V.D.

Weiss-West/XSects-03.dwg

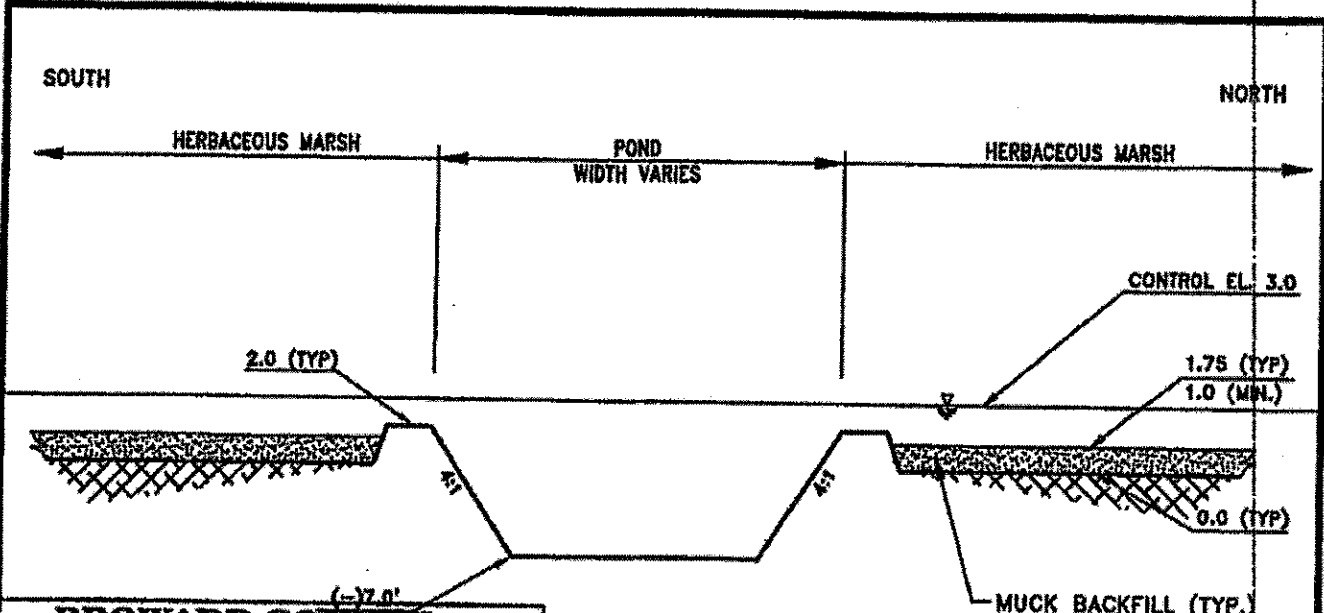
**HIGGINS ENGINEERING, INC.**  
4322 FOREST HILL BLVD.  
WEST PALM BEACH, FLORIDA 33416  
ENGINEERING BUSINESS NO. 4209  
P1-438-7897

**MEADOW PINES**  
(formerly known as WEISS WEST PARCEL)  
**CROSS SECTIONS**  
BROWARD COUNTY, FLORIDA

DESIGNED S.J.N.	DRAWN D.A.B.	CHECKED DTC	JOB NO. 02-24
DATE 10/02	SCALE N.T.S.	APPROVED SJM	SHT. 6 OF 8

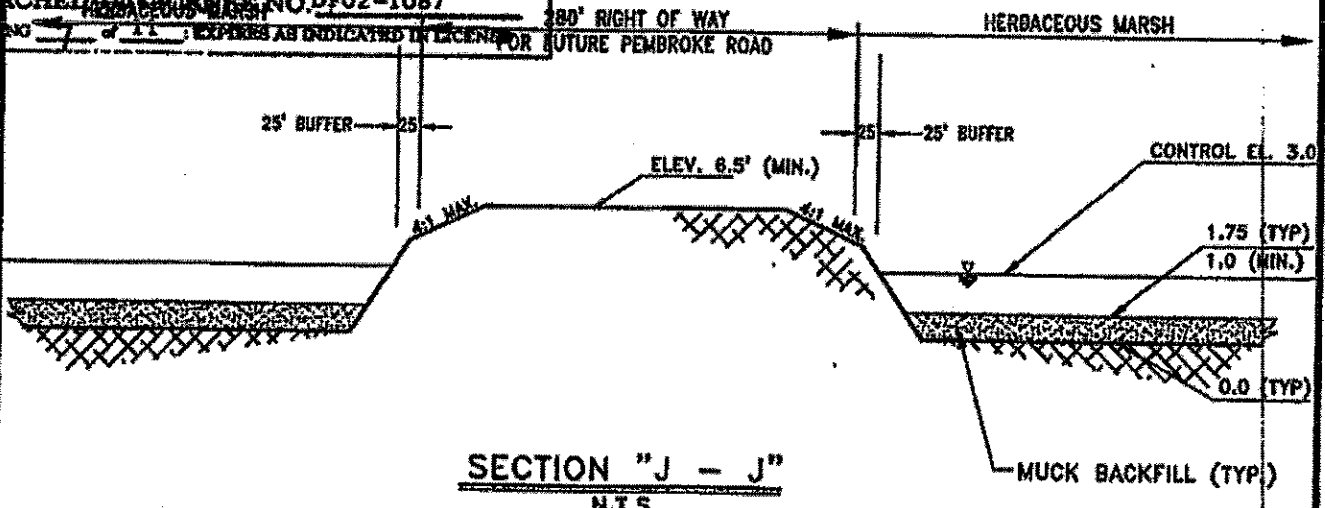
NO.	REVISIONS	DATE
1	SITE NAME / SHT. 6 OF 8	9/9/03





**BROWARD COUNTY**  
 DEPARTMENT OF PLANNING AND ENVIRONMENTAL PROTECTION  
**BIOLOGICAL RESOURCES DIVISION**  
**ENVIRONMENTAL RESOURCE LICENSE**  
 BROWARD COUNTY CODE 27-331 to 27-341  
 PROJECT Westbrooke Homes  
 REVIEWER [Signature] DATE 09/16/03  
 ATTACHED LICENSE NO. DF02-1087  
 DRAWING NO. 7 OF 11 EXPIRES AS INDICATED IN LICENSE

**SECTION "I - I"**  
N.T.S.



**SECTION "J - J"**  
N.T.S.

Wells-Weat/XSects-03.dwg

NOTE: ALL ELEVATIONS REFERENCED TO N.G.V.D.

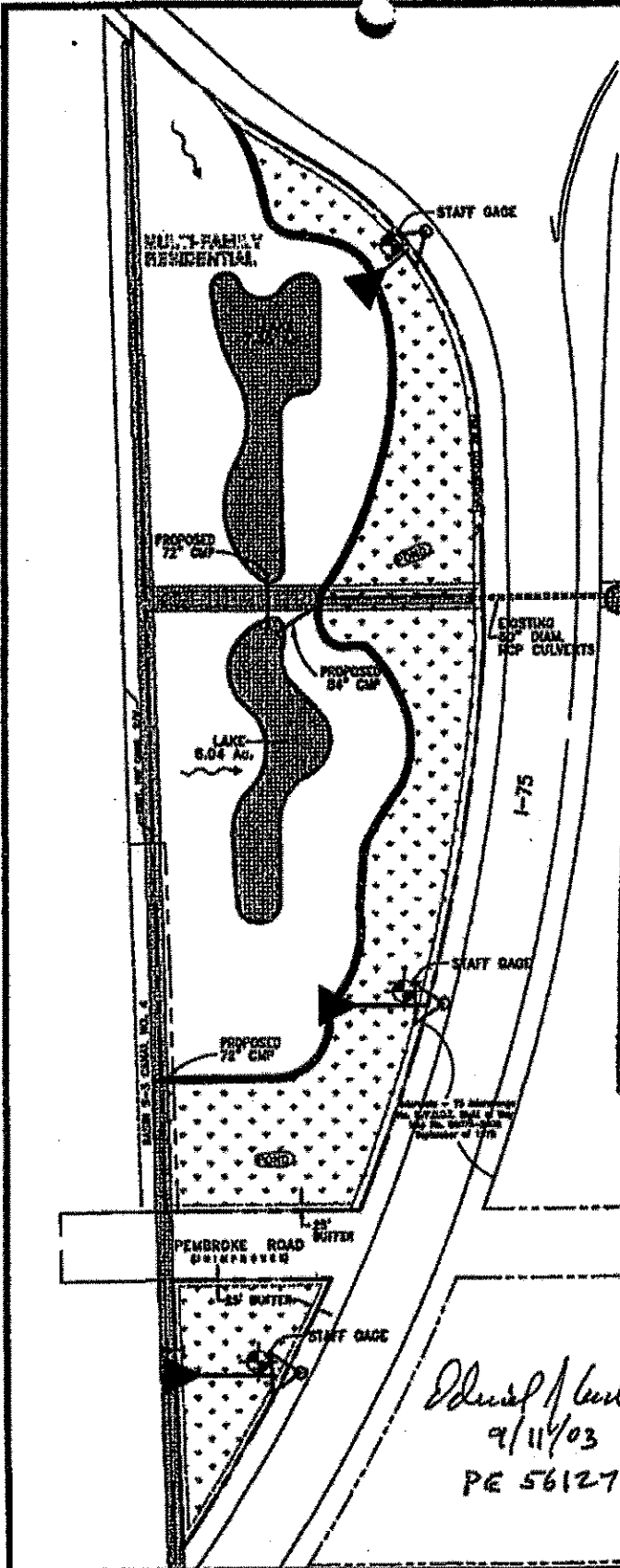
*Adrian / Carlo*  
 9/11/03  
 PE 56127

**HIGGINS ENGINEERING, INC.**  
 4525 FOREST HILL BLVD.  
 WEST PALM BEACH, FLORIDA 33418  
 ENGINEERING BUSINESS NO. 4209  
 561-438-7807

**MEADOW PINES**  
 (formerly known as WEISS WEST PARCEL)  
**CROSS SECTIONS**  
 BROWARD COUNTY, FLORIDA

DESIGNED S.J.N.	DRAWN D.A.B.	CHECKED [Signature]	JOB NO. 02-24
DATE 10/02	SCALE N.T.S.	APPROVED [Signature]	SHT. 7 OF 8

NO.	REVISIONS	DATE
1	ADDED 25' BUFFER TO "J-J"	2/26/03
2	ADDED ELEV. TO I-I BOTTOM / SITE	
NAME / SHT. 7 OF 8		9/9/03



**LEGEND**

- SAMPLING TRANSECT LOCATION
- PHOTO STATION
- STAFF GAGE LOCATION
- MITIGATION AREA - MARSH  
3.0' TO 1.5'
- MITIGATION AREA - OPEN WATER  
1.5' TO (-)3.0'
- PROPERTY BOUNDARY LINE
- EDGE OF WATER
- CULVERT
- FLOW DIRECTION

**BROWARD COUNTY**  
 DEPARTMENT OF PLANNING AND ENVIRONMENTAL PROTECTION  
**BIOLOGICAL RESOURCES DIVISION**  
**ENVIRONMENTAL RESOURCE LICENSE**  
 BROWARD COUNTY CODE 27-331 to 27-341  
 PROJECT Westbrooke Homes  
 REVIEWER [Signature] DATE 09/16/03  
 ATTACHED TO LICENSE NO. DF02-1087  
 DRAWING 8 of 11 EXPIRES AS INDICATED IN LICENSE

NOTE: ALL ELEVATIONS REFERENCED TO N.G.V.D.

*Edwin A. Gordo*  
 9/11/03  
 PE 56127

Weslo - West / Weslo - West.DWG

<b>HIGGINS ENGINEERING, INC.</b> 4223 FOREST HILL BLVD. WEST PALM BEACH, FLORIDA 33418 ENGINEERING BUSINESS NO. 4209 561-439-7807			
<b>MEADOW PINES</b> (formerly known as WEISS WEST PARCEL) <b>MITIGATION MONITORING PLAN</b> BROWARD COUNTY, FLORIDA			
DESIGNED O.J.C.	DRAWN D.A.B.	CHECKED <i>[Signature]</i>	JOB NO. 02-24
DATE 7/03	SCALE N.T.S.	APPROVED <i>[Signature]</i>	SHT. 8 OF 8

NO.	REVISIONS	DATE
1	SITE NAME CORRECTION / SHT. 8 OF 8	9/9/03

September 9, 2003

## MEADOW PINES f.k.a WEISS WEST

### WETLAND MITIGATION MONITORING AND MAINTENANCE PLAN

#### OBJECTIVE

The objective of this monitoring and maintenance plan is to ensure the success of the on-site mitigation area for the Meadow Pines Property. The mitigation area consists of herbaceous on-site wetland creation/enhancement with edges of deep water and hardwood upland buffers.

#### WETLAND MITIGATION SUCCESS MONITORING PLAN

A time-zero report will be completed and submitted to the agencies within one month following construction of each of the mitigation areas. The time-zero report(s) will document the acreages, elevations, slopes, species planted, densities planted, control structure elevations, and the date work was completed. Time-zero photographs and water elevations will also be submitted as part of the time-zero report(s).

Success monitoring will be conducted quarterly at each of the mitigation areas for a period of five years (a total of twenty monitoring events per mitigation area). Monitoring reports will be submitted quarterly. After construction of the wetland mitigation areas, sampling transects will be established along defined compass bearings from permanently established origin-point markers, as shown in the Mitigation Monitoring Site Plan (drawing). Vegetative communities will be described, utilizing measurements from these markers, within a band approximately ten feet in width, parallel to, and centered over the transect lines. Data collected within each distinct vegetative community along the cruise-transect will include species present and relative percent cover of each species. In addition, data regarding overall survival and growth of planted vegetation, vegetative recruitment, and percent cover of exotic species will be collected at the mitigation areas during monitoring events.

Utilization of the mitigation areas by fish and wildlife will be assessed by direct observation of animals and observation of signs. Photographs will be taken during each monitoring event from fixed points within each of the mitigation areas to document condition of the wetlands over time. Daily rainfall data, obtained from the nearest official rain monitoring station, and water level data obtained bi-weekly from on-site gauges, will be collected and submitted with the monitoring report.

Monitoring reports will be completed and submitted quarterly to document site information and illustrate progressive mitigation success throughout the five-year monitoring period. The monitoring reports will summarize the above data and discuss implemented or recommended corrective actions.

BROWARD COUNTY	
DEPARTMENT OF ENVIRONMENTAL PROTECTION	
BIOLOGICAL RESOURCES DIVISION	
ENVIRONMENTAL RESOURCE LICENSE	
BROWARD COUNTY CODE 27-391 to 27-341	
PROJECT	Westbrooke Homes
REVIEWER	W. J. K. DATE 09/16/03
ATTACHED	TO LICENSE NO. DF02-1087
DRAWING	9 of 11. EXPIRES AS INDICATED IN LICENSE

## WETLAND MITIGATION MAINTENANCE PLAN

Maintenance activities within each of the mitigation areas will be conducted on a quarterly basis (at least every three months) for a period of five years after completion of mitigation construction. The goal of maintenance activities will be to assure at least 80 percent coverage of desirable wetland species after a two year period and demonstration of persistence for three additional years. An evaluation of maintenance success will be discussed in each quarterly mitigation success monitoring report, and recommended and/or planned maintenance activities will be listed in each report.

Routine maintenance will include eradicating and removing exotic plants such as Brazilian pepper (*Schinus terebinthifolius*), Melaleuca (*Melaleuca quinquenervia*), and Australian pine (*Casuarina equisetifolia*), as well as any other exotic or nuisance species that colonize the mitigation areas. The maintenance plan includes physical and chemical components to eradicate and control exotic and nuisance vegetation. Hand-pulling of seedlings or plants is the preferred method. Where hand-pulling is not feasible, vegetation will be cut, and herbicides approved for use in aquatic solutions may be applied to prevent growth. Selective foliar or basal applications of herbicide may be used to kill exotic or nuisance vegetation prior to removal. All cut or pulled vegetation will be removed from the mitigation areas. Basic tree care including pruning, fertilizing, and staking will be carried out to promote tree health and growth of planted species.

Maintenance will be conducted to ensure zero percent coverage of exotic plant species immediately following a maintenance activity and no more than 2% coverage between maintenance activities.

<b>BROWARD COUNTY</b>	
DEPARTMENT OF PLANNING AND ENVIRONMENTAL PROTECTION	
BIOLOGICAL RESOURCES DIVISION	
ENVIRONMENTAL RESOURCE LICENSE	
BROWARD COUNTY CODE 27-331 to 27-341	
PROJECT	<u>Westbrooke Homes</u>
REVIEWER	<u>[Signature]</u> DATE <u>09/16/03</u>
ATTACHED TO	<u>TO LICENSE NO. DF02-1087</u>
DRAWING	<u>10 of 11</u> EXPIRES AS INDICATED IN LICENSE

Meadow Pines f.k.a. Weiss West Parcel  
Mitigation Planting Cost Estimate Details  
(Updated September 23, 2003)

Habitat	Plant Type		Planting Elevat'n ft NGVD	Size	Planting Centers	No. of Plants	Unit Cost	Total Cost
	Common Name	Scientific Name						
Mixed Hardwood (East berm)	cocoplum	<i>Chrysobalanus icaco</i>	4.0 - 6.0	3G	10'	270	\$ 7.00	\$ 1,890
	pond apple	<i>Annona glabra</i>	4.0	25G	20'	85	\$ 170.00	\$ 11,050
	laurel oak	<i>Quercus laurifolia</i>	- 6.0	25G	20'	85	\$ 300.00	\$ 19,500
	gumbo limbo	<i>Bursera simaruba</i>	5.0 - 6.0	25G	20'	87	\$ 250.00	\$ 24,250
	sand cordgrass	<i>Spartina bakeri</i>	4.0 - 6.0	1G	5'	2050	\$ 3.20	\$ 6,560
	live oak	<i>Quercus virginiana</i>	5.0 - 6.0	25G	20'	88	\$ 300.00	\$ 28,400
	button bush	<i>Ceph. occidentalis</i>	4.0 - 6.0	3G	10'	270	\$ 7.60	\$ 2,052
	red bay	<i>Persea bardonis</i>	4.0	15G	10'	130	\$ 100.00	\$ 13,000
	sweet bay	<i>Magnolia virginiana</i>	4.0	15G	10'	130	\$ 100.00	\$ 13,000
	spanish stopper	<i>Eugenia foetida</i>	4.0 - 6.0	3G	10'	270	\$ 10.40	\$ 2,808
	wild coffee	<i>Psychotria nervosa</i>	4.0 - 6.0	3G	10'	270	\$ 8.40	\$ 2,268
	wax myrtle	<i>Myrica cerifera</i>	4.0 - 6.0	3G	10'	270	\$ 7.00	\$ 1,890
	Herbaceous Marsh	duck potato	<i>Sagittaria latifolia</i>	1.5-1.75	B.R.	3'	46,821	\$ 0.72
pickerel weed		<i>Pontederia cordata</i>	1.5-1.75	B.R.	3'	46,821	\$ 0.48	\$ 22,474
spikerush		<i>Eleocharis spp.</i>	1.5-1.75	B.R.	3'	46,821	\$ 0.50	\$ 23,411
soft stem bulrush		<i>Scirpus validus</i>	1.5-1.75	B.R.	3'	35,119	\$ 0.66	\$ 23,179
alligator flag		<i>Thalia geniculata</i>	1.5-1.75	B.R.	3'	35,119	\$ 0.94	\$ 33,012
golden carina		<i>Canna flaccida</i>	1.5-1.75	B.R.	3'	23,410	\$ 0.68	\$ 15,919
<b>TOTAL \$ 279,000</b>								

Notes:

Marsh and wetland buffer acreage = 48.37  
 Hardwood berm acreage = 4.15  
 Total = 52.52

**BROWARD COUNTY**  
 DEPARTMENT OF PLANNING AND ENVIRONMENTAL PROTECTION  
 BIOLOGICAL RESOURCES DIVISION  
 ENVIRONMENTAL RESOURCE LICENSE  
 BROWARD COUNTY CODE 27-381 to 27-341  
 PROJECT W. H. HONOR HOMES  
 REVIEWER [Signature] DATE 9/16/03  
 ATTACHED TO LICENSE NO. DA 2-1084  
 DRAWING // of 11; EXPIRES AS INDICATED IN LICENSE

DEPARTMENT OF THE ARMY PERMIT

Permittee: RICHARD SIEMENS

Permit No. 198900117 (IP-KE)

Issuing Office: U.S. Army Engineer District, Jacksonville

NOTE: The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the Corps of Engineers having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer.

You are authorized to perform work in accordance with the terms and conditions specified below.

Project Description: Discharge fill over approximately 49.72 acres of wetlands for the construction of 1,224 residential units. In addition, excavate 14 acres of wetlands for lake creation.

Project Location: The project is located in wetlands adjacent to the South Broward Drainage District S-3 Basin, at the southwest corner of Interstate 75 and Pines Boulevard, in Sections 15 and 22, Township 51 South, Range 40 East, Broward County, Florida.

Latitude 25°59'59" N Longitude 80°20'30" W

The work described above is shown on the attached plans numbered 198900117 (IP-KE) in 9 sheets, dated August 1, 1997.

Permit Conditions:

General Conditions:

1. The time limit for completing the work authorized ends on NOV 25 2002. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
4. If you sell the property associated with this permit, you must obtain the signature and address of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.
5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.
6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure

that it is being or has been accomplished in accordance with the terms and conditions of your permit.

**Special Conditions:**

1. Within one year from the date of permit issuance, the permittee will create 45.7 acres of freshwater herbaceous marsh, 3.88 acres of mixed hardwood forest, and 4.92 acres of open water in accordance with the enclosed plans numbered 3 of 9 through 9 of 9.
2. The permittee will monitor the mitigation areas for five years. A baseline report will be submitted to the U.S. Army Corps of Engineers, Enforcement Branch, Post Office Box 4970, Jacksonville, Florida 32232-0019, within 30 days of completion of the mitigation construction. Five additional reports will be submitted annually. Each report shall include date, time, and location of monitoring; photographs from fixed-point permanent stations; a vegetative analysis; approximate water depth; wildlife observations; and a description of problems encountered and solutions undertaken.
3. Within three years of the initial planting, the permittee will ensure an 80% coverage, by desirable species, in the herbaceous marsh and mixed hardwood communities. Exotic and undesirable species will not exceed 5% coverage in the mitigation areas. For the mitigation areas to be deemed successful, these two standards must be met continuously for one year without intervention in the form of irrigation, removal of vegetation, or planting of vegetation.
4. Within 60 days from the date of mitigation construction, the permittee will have a legally sufficient conservation easement prepared to ensure that the enhanced wetland areas will remain in their natural state in perpetuity. The conservation easement will encompass approximately 54.5 acres of wetlands. These natural preserve areas will not be disturbed by any dredging, filling, land clearing, agricultural activities, or other construction work whatsoever with the exception of maintenance, monitoring, and remedial activities. The permittee agrees that the only future utilization of the preserved areas in question will be as purely natural areas.



The permittee will prepare the proposed conservation easement, including a legal description, survey, and scale drawings, of the area in question and furnish the same to the Jacksonville District Office of Counsel, c/o the Regulatory Division, Enforcement Branch, Post Office Box 4970, Jacksonville, Florida 32232-0019, for legal review and approval.

5. Within 30 days of U.S. Army Corps of Engineers' approval of the proposed easement, the permittee will record the easement in the public records of Broward County, Florida. A certified copy of the recorded document, plat, and verification of acceptance from the grantee will be forwarded to the Jacksonville District Office.

6. The Permittee must show that it has clear title to the real property and can legally place it under a conservation easement. Along with the submittal of the draft conservation easement, the Permittee shall submit a title insurance commitment for the property which is being offered for preservation. Any existing liens or encumbrances on the property must be subordinate to the conservation easement. At the time of recordation of the conservation easement, a title insurance policy must be provided to the Corps in an amount equal to the current market value of the property.

7. In the event the permit is transferred, proof of delivery of a copy of the recorded conservation easement to the subsequent permittee or permittees must be submitted to the Corps together with the notification of permit transfer.

8. Grantee shall not assign its rights or obligations under this conservation easement except to another organization qualified to hold such interests under the applicable state and federal laws, including §704.06 Florida Statutes, and committed to holding this conservation easement exclusively for conservation purposes. The Corps shall be notified in writing of any intention to reassign the conservation easement to a new grantee and must approve the selection of the grantee. The new grantee must accept the assignment in writing and a copy of this acceptance delivered to the Corps. The conservation easement must then be re-recorded and indexed in the same manner as any other instrument affecting title

to real property and a copy of the recorded conservation easement furnished to the Corps.

9. Prior to any landclearing or ground disturbing activities, the permittee will perform a systematic, professional archaeological and historical survey of the project area. The results of the survey will be forwarded to the U.S. Army Corps of Engineers, Regulatory Division, South Permits Branch, Post Office Box 4970, Jacksonville, Florida, 32232-0019. The permittee must receive written approval from the Corps prior to implementing the authorized works.

Further Information:

1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to:

( ) Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403).

(X) Section 404 of the Clean Water Act (33 U.S.C. 1344).

( ) Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. 1413).

2. Limits of this authorization.

a. This permit does not obviate the need to obtain other Federal, state, or local authorizations required by law.

b. This permit does not grant any property rights or exclusive privileges.

c. This permit does not authorize any injury to the property or rights of others.

d. This permit does not authorize interference with any existing or proposed Federal projects.

3. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:

a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.

b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.

c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.

d. Design or construction deficiencies associated with the permitted work.

e. Damage claims associated with any future modification, suspension, or revocation of this permit.

4. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.

5. Reevaluation of Permit Decision. This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:

a. You fail to comply with the terms and conditions of this permit.

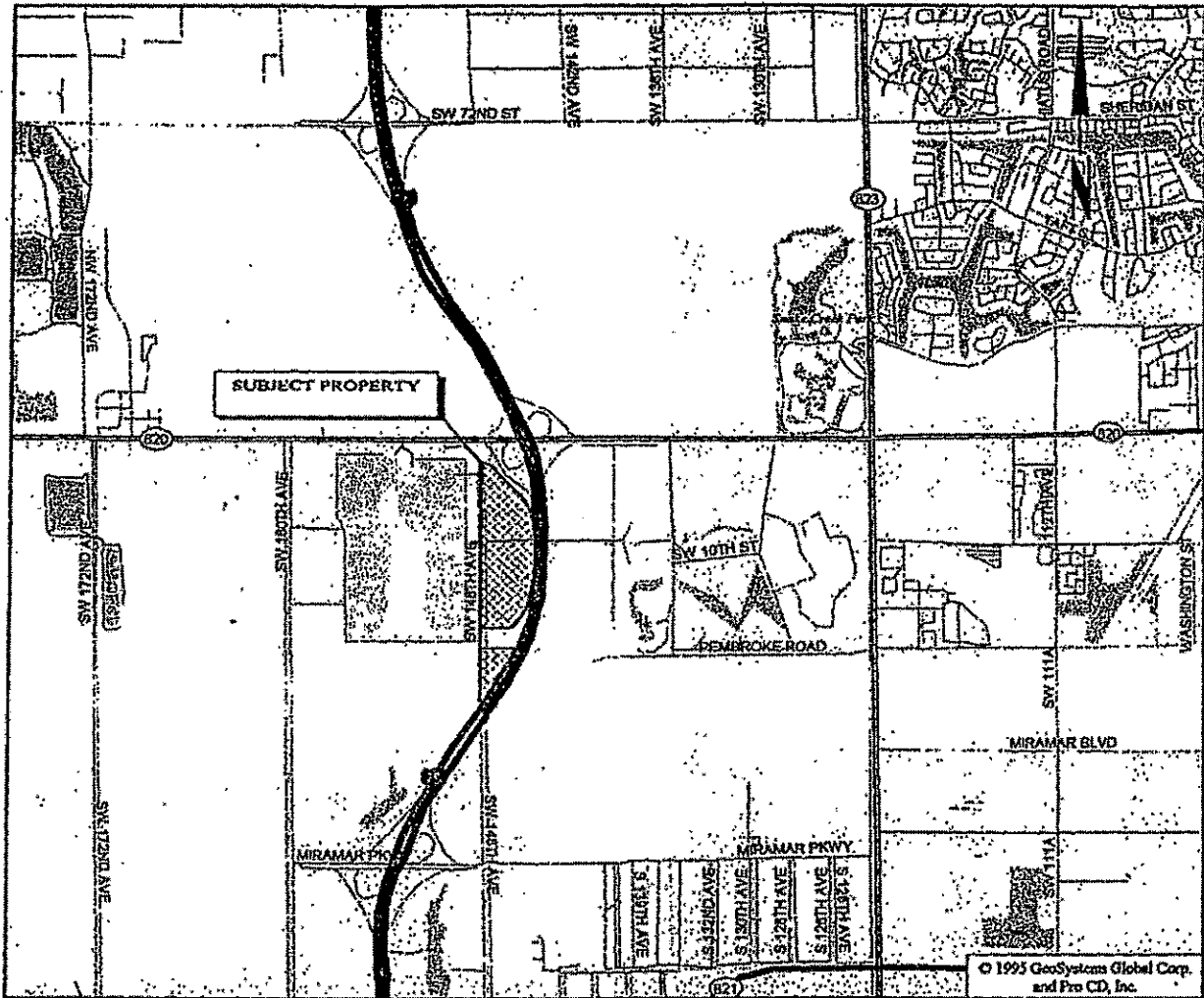
b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (see 4 above).

c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced

enforcement procedures provide for the issuance of an administrative order requiring you comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. Extensions. General condition 1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give favorable consideration to a request for an extension of this time limit.



- Populated Area
- Park
- County Boundary
- Water
- Minor Road
- Secondary Road
- Primary Road
- Point of Interest

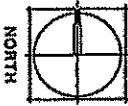
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COE APPL # 19890017(LP-KE)  
 DER APPL #  
 DATE August 1997  
 DRAWING PAGE 1 OF 9

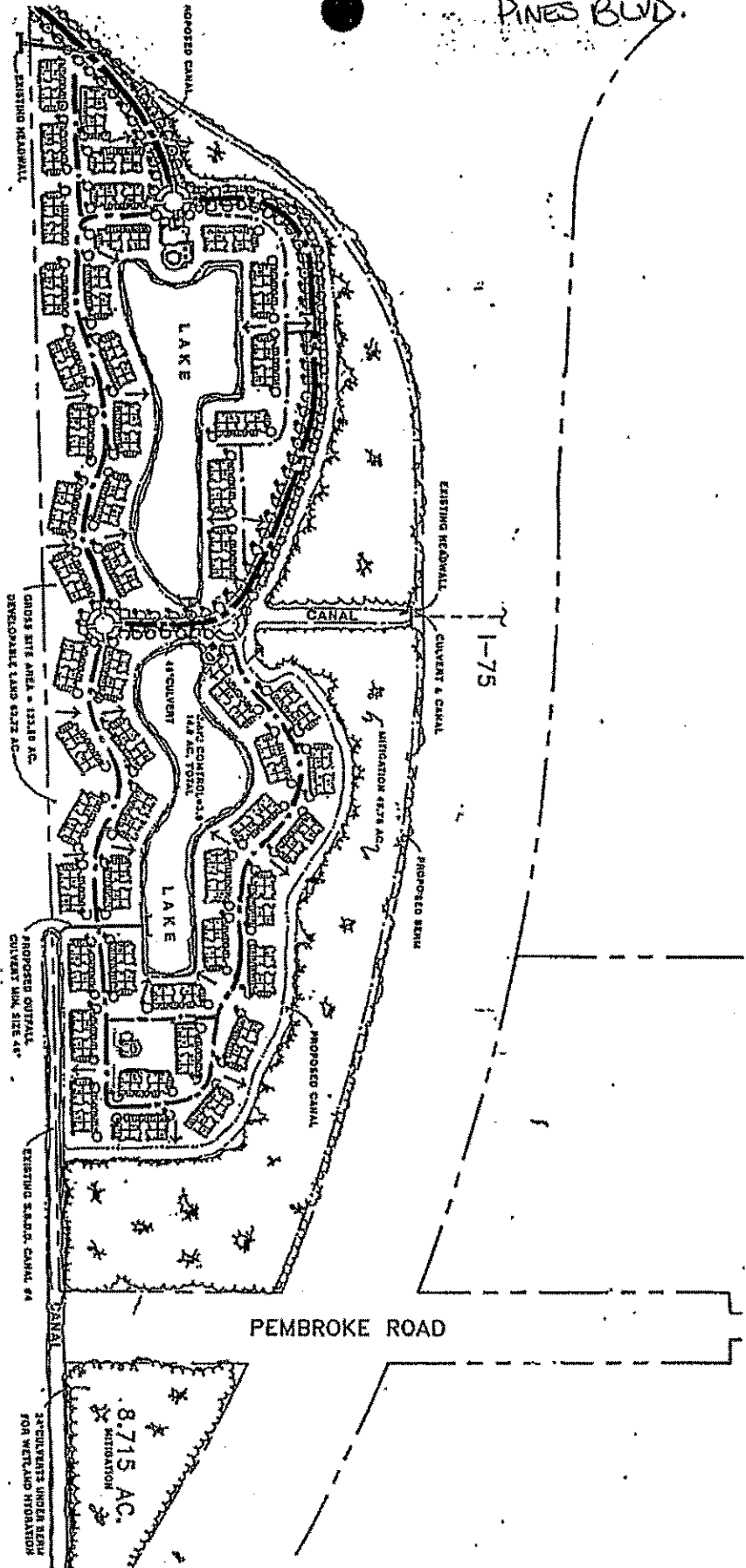
PROJECT NAME	SIEMENS PROPERTY ERP	<b>C C L CONSULTANTS, INC.</b> ENGINEERS • SURVEYORS • PLANNERS LANDSCAPE ARCHITECTS • ENVIRONMENTAL CONSULTANTS <small>2000 PINE GROVE BLVD, N. SUITE 100 • FORTLAUDERDALE, FL 33404 • (904) 991-3333          FORTLAUDERDALE, FL 33404 • (904) 991-3333</small>	SCALE	SHOWN		
PROJECT NUMBER	LOCATION MAP		PROJECT NO.	3496		
DATE	15 & 22-51S-40E	REV	DATE	DESCRIPTION	BY	FIGURE 1

PINES BLVD.

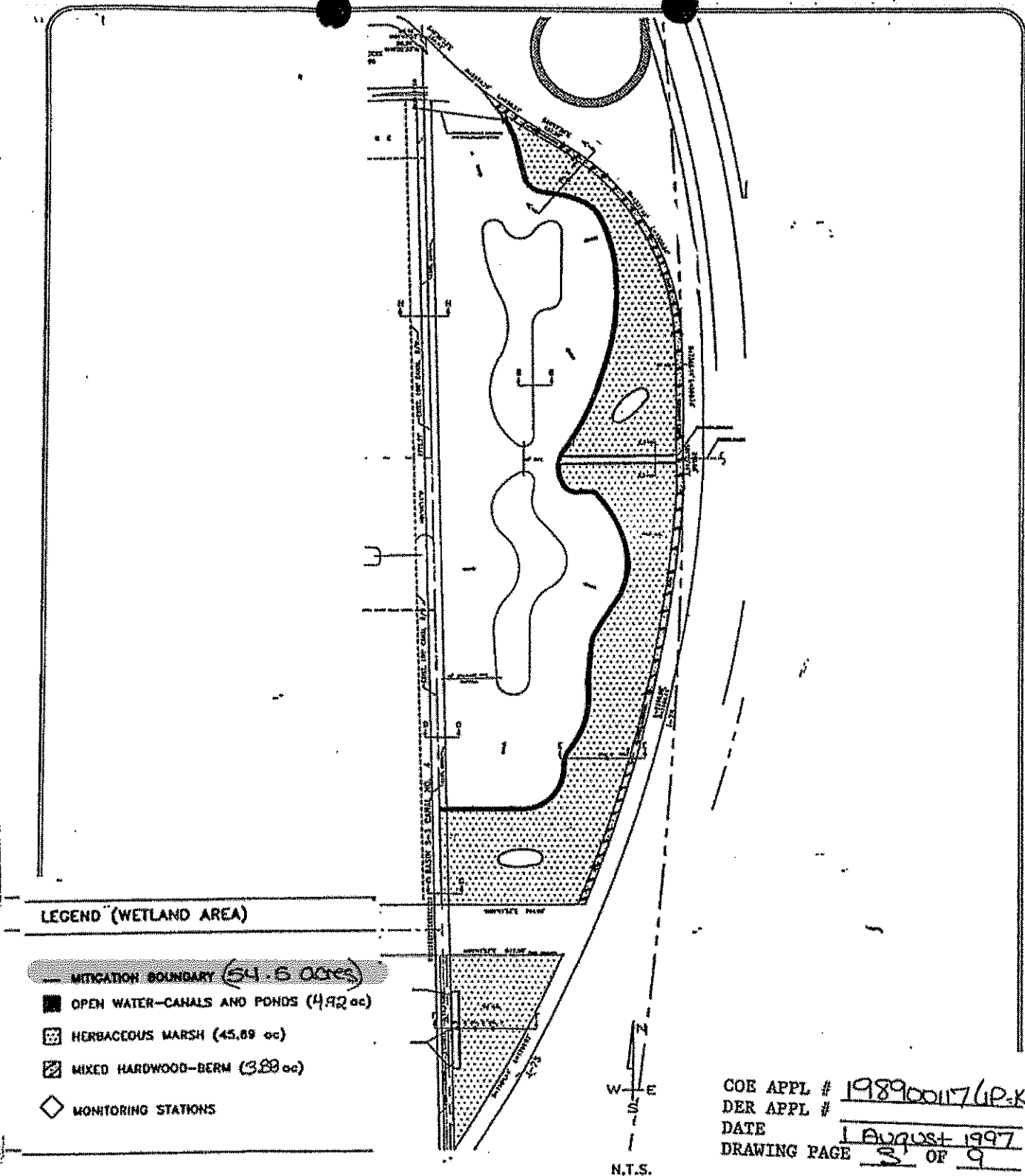
HOLLYWOOD LAKES COUNTRY  
CLUB & RESORT



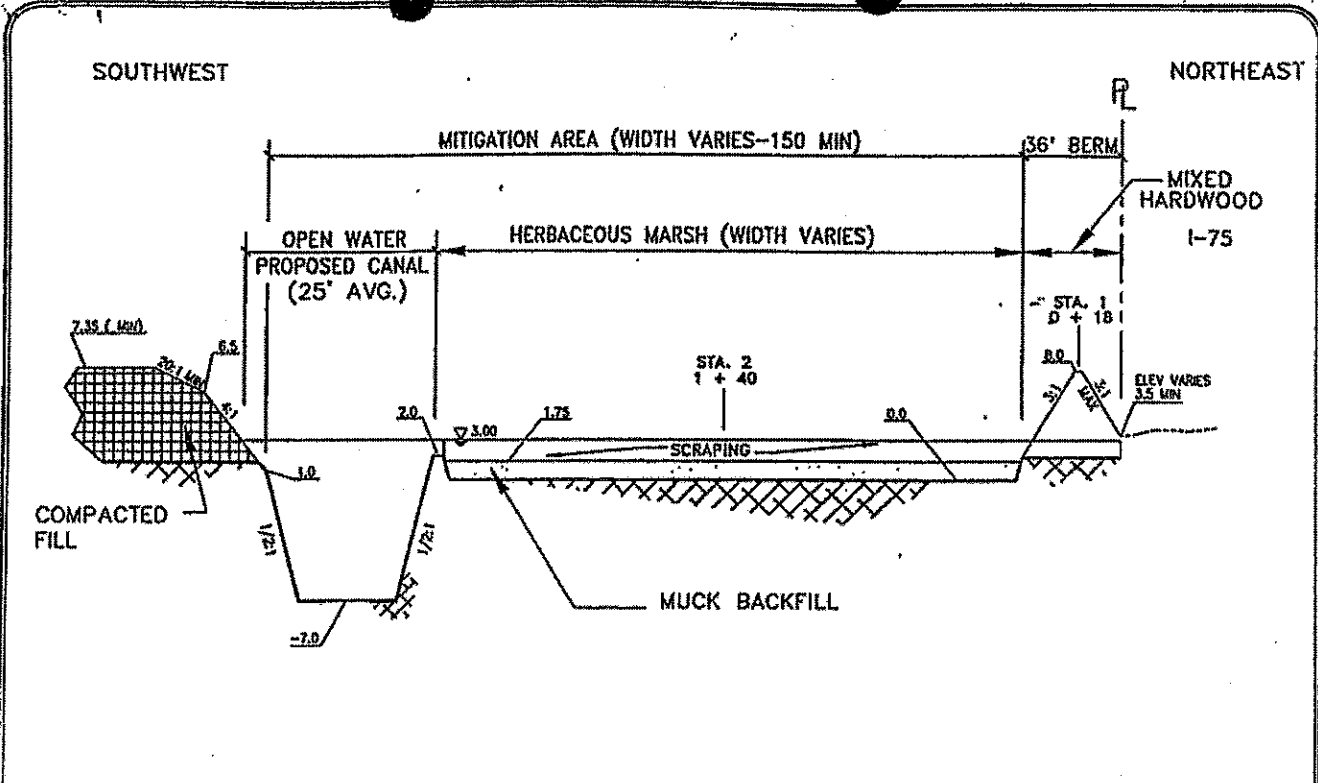
PROJECT SUBMIT		SCL PROJECT NO. 144	
		REVISED: 07-11-97	
		REVISED: 07-20-1997	
		REVISED: 07-17-1997	
SCHEMATIC DEVELOPMENT			
Concept A			
1. TOTAL SITE AREA/AC	132.18 AC		
2. NET RESIDENTIAL AREA/AC	127.42 AC		
3. LAND AREA/AC	131.10 AC		
4. IMPLICATION	131.10 AC		
5. TOTAL NUMBER OF UNITS	1250 UNITS		
6. NET DENSITY	18.27 UNITS/AC		
7. CROSS-CITY	18.27 UNITS/AC		



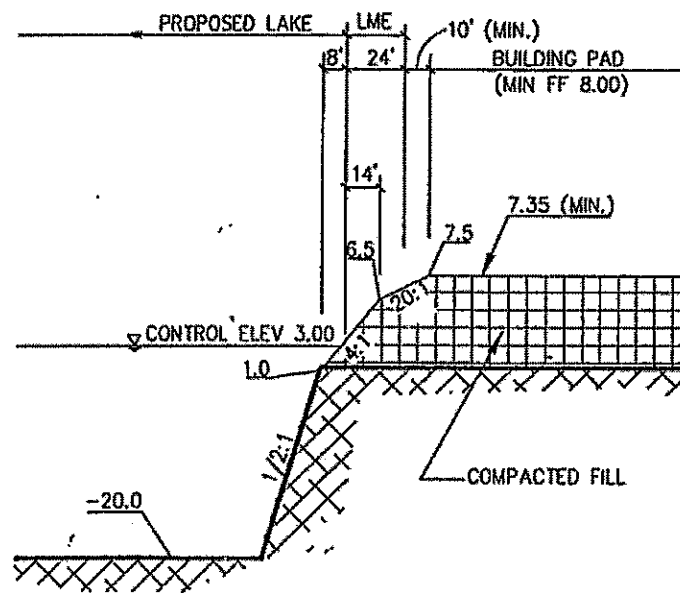
COE APPL # 198900117 (UP-KE)  
 DER APPL # \_\_\_\_\_  
 DATE 1 August 1997  
 DRAWING PAGE 2 OF 9



DRAWN BY	SIEMENS PROPERTY ERP	<b>C C L CONSULTANTS, INC.</b> ENGINEERS • SURVEYORS • PLANNERS LANDSCAPE ARCHITECTS • ENVIRONMENTAL CONSULTANTS <small>2001 PARK DRIVE, SUITE 100 • WAKE FOREST • FARMING ROAD, FL 32701 • (407) 574-5200          OKLAHOMA • FORT LAUDERDALE • TAMPA</small>	SCALE	
DESIGNED BY	DEVELOPMENT AND MITIGATION PLAN		SHOW	
CHECKED BY			PROJECT NO.	3498
DATE			FIGURE	1
DATE		DESCRIPTION	BY	



TYPICAL SECTION A-A  
N.T.S.

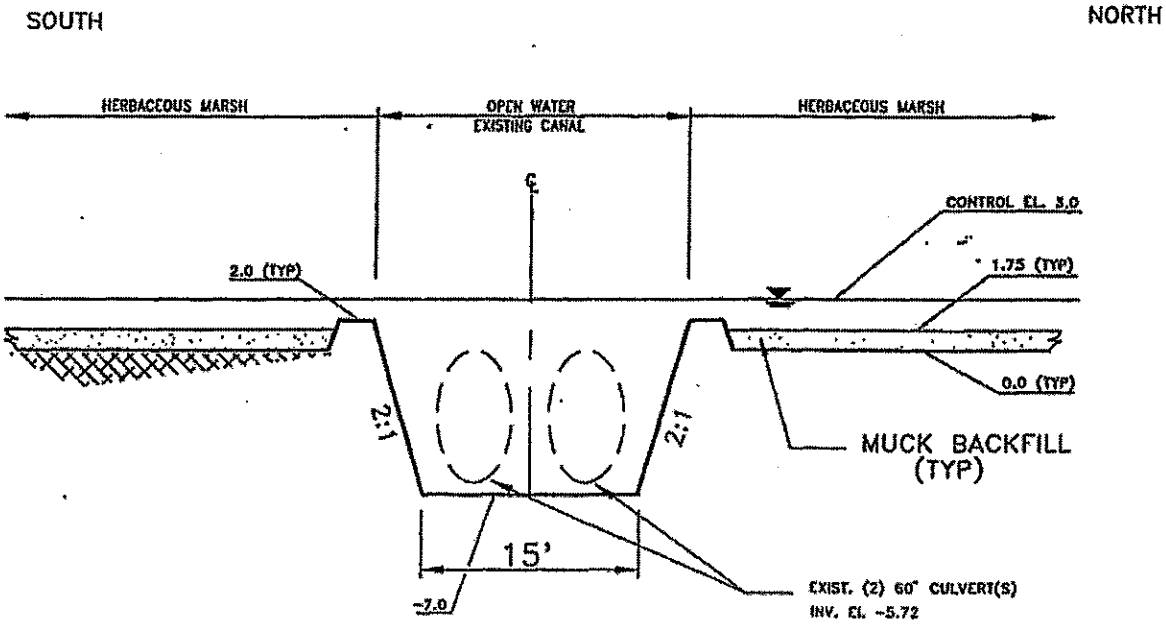


TYPICAL SECTION B-B  
N.T.S.

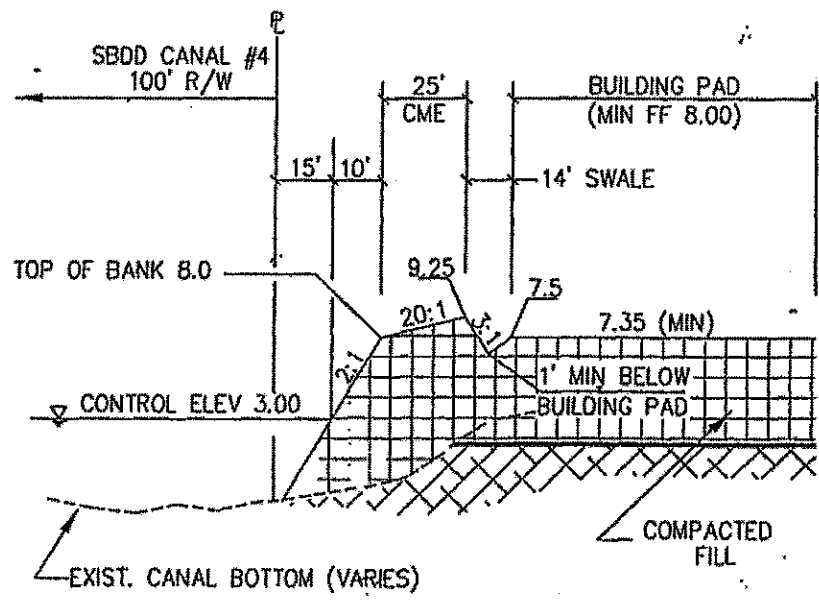
COE APPL # 19890017(12-K)  
DER APPL #  
DATE 1 August 1997  
DRAWING PAGE 4 OF 9

DRAWN BY CHECKED BY DATE	<b>SIEMENS PROPERTY ERP</b>  <b>DEVELOPMENT AND MITIGATION PLAN</b>	<b>C C L CONSULTANTS, INC.</b> ENGINEERS • SURVEYORS • PLANNERS LANDSCAPE ARCHITECTS • ENVIRONMENTAL CONSULTANTS 3300 PINE CREEK BLVD. S. • SUITE 300 • POMPANO BEACH, FL 33061 • (954) 384-2000 ORLANDO • POMPANO BEACH • LAKE	MTS PROJECT NO. 8498 FIGURE 2
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TYPICAL SECTION C-C  
N.T.S.



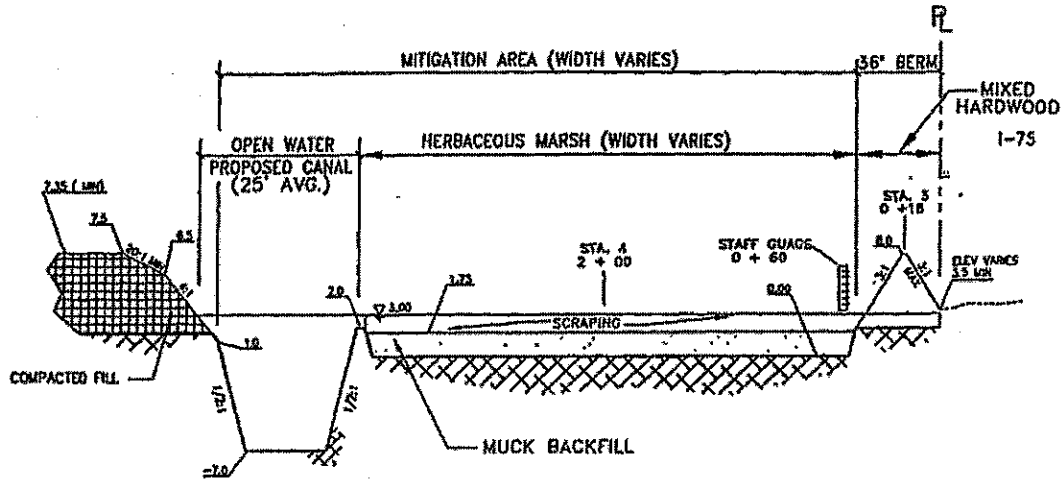
TYPICAL SECTION D-D  
N.T.S.

COE APPL # 198900117/1P-1E  
 DER APPL # \_\_\_\_\_  
 DATE 1 AUGUST 1997  
 DRAWING PAGE 5 OF 9

DESIGNED BY	SIEMENS PROPERTY ERP	<b>C.C.L. CONSULTANTS, INC.</b> ENGINEERS • SURVEYORS • PLANNERS LANDSCAPE ARCHITECTS • ENVIRONMENTAL CONSULTANTS 2000 PARK CENTRAL BLVD. #4 • SUITE 500 • POMPANO BEACH, FL 33069 • (904) 871-2288 ORLANDO • POMPANO BEACH • MIAMI	REV	DATE	DESCRIPTION	BY	FIGURE
CHECKED BY	DEVELOPMENT AND MITIGATION PLAN		3496				

WEST

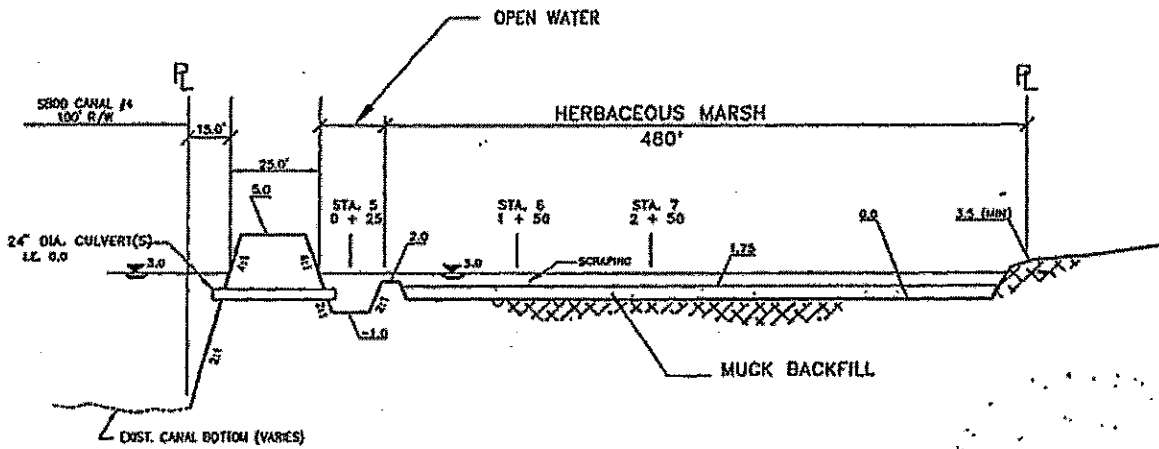
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TYPICAL SECTION E-E  
N.T.S.

WEST

EAST



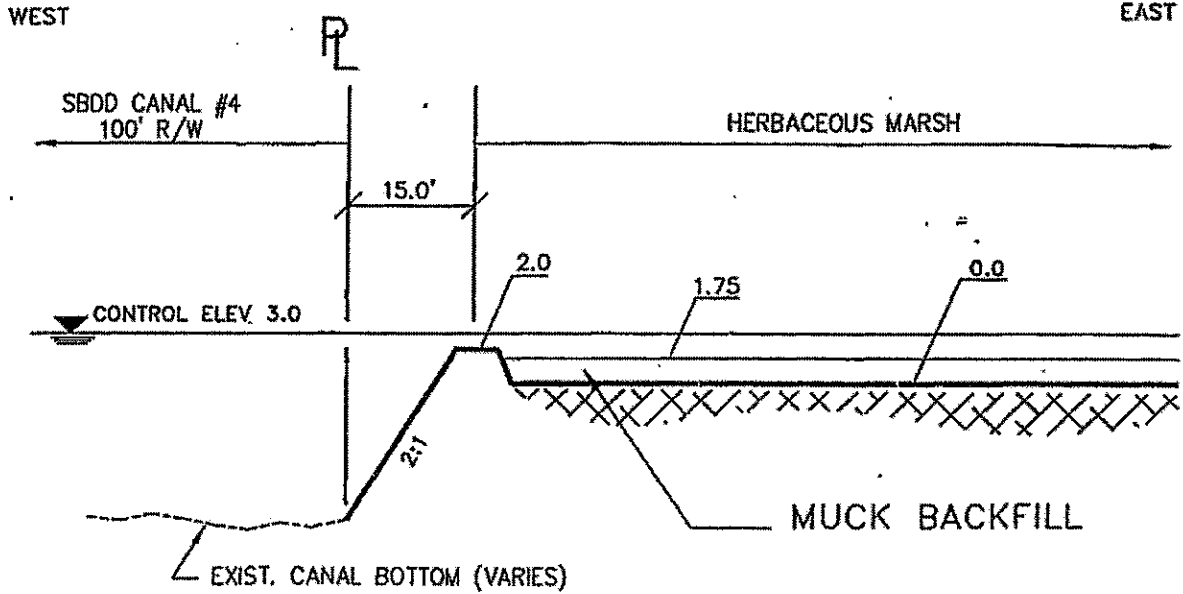
TYPICAL SECTION F-F  
N.T.S.

*Robert F. McSweeney*

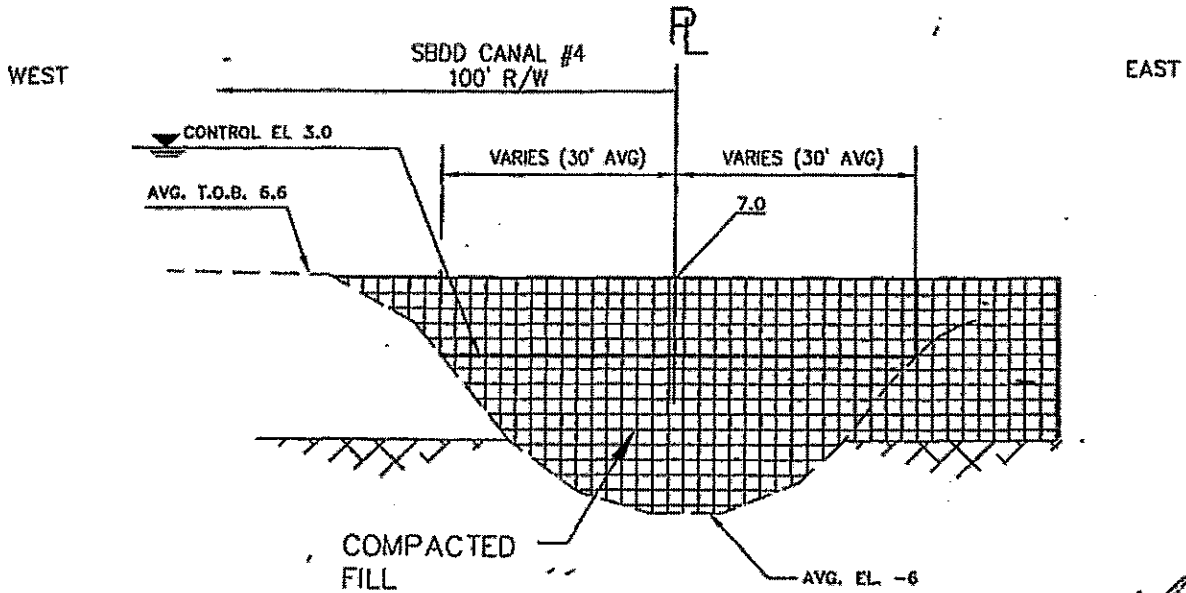
ROBERT F. MCSWEENEY  
FLORIDA REG, NO. 47506

DRAWN BY	SIEMENS PROPERTY ERP	<b>C C L CONSULTANTS, INC.</b> ENGINEERS • SURVEYORS • PLANNERS LANDSCAPE ARCHITECTS • ENVIRONMENTAL CONSULTANTS <small>2300 PARK CENTRAL BLVD. N. • SUITE 400 • PALM HAVEN BEACH, FL 32909 • (407) 871-1200          ORLANDO • FORTLAUDERDALE • MIAMI</small>	<input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> D <input type="checkbox"/> E <input type="checkbox"/> F <input type="checkbox"/> G <input type="checkbox"/> H <input type="checkbox"/> I <input type="checkbox"/> J <input type="checkbox"/> K <input type="checkbox"/> L <input type="checkbox"/> M <input type="checkbox"/> N <input type="checkbox"/> O <input type="checkbox"/> P <input type="checkbox"/> Q <input type="checkbox"/> R <input type="checkbox"/> S <input type="checkbox"/> T <input type="checkbox"/> U <input type="checkbox"/> V <input type="checkbox"/> W <input type="checkbox"/> X <input type="checkbox"/> Y <input type="checkbox"/> Z
APPROVED BY			
CHECKED	DEVELOPMENT AND MITIGATION PLAN		
DATE			

COE APPL # 198900117 (IP-KE)  
 DER APPL #  
 DATE 1 August 1997  
 DRAWING PAGE 10 OF 9



TYPICAL SECTION G-G  
N.T.S.



TYPICAL SECTION H-H  
N.T.S.

*Robert F. McSweeney*  
ROBERT F. MCSWEENEY

DESIGNED BY	SIEMENS PROPERTY ERP	<b>C C L CONSULTANTS, INC.</b> ENGINEERS • SURVEYORS • PLANNERS LANDSCAPE ARCHITECTS • ENVIRONMENTAL CONSULTANTS 2700 PARK SQUARE, SUITE 100 • PALM BEACH, FL 33409 • (561) 841-2200 ORLANDO • PALM BEACH • MIAMI	COE APPL # 198900117 (1P-15) DER APPL # DATE 1 August 1997 DRAWING PAGE 7 OF 9
DESIGNED	DEVELOPMENT AND MITIGATION PLAN		
DATE			

SIEMENS PROPERTY ON-SITE MITIGATION  
PLANT SPECIFICATIONS

HABITAT (Acreage)	ELEVATION	SCIENTIFIC NAME	COMMON NAME	KEY	QTY.	SPECIFICATION	
Mixed Hardwood (3.88 acres)	3.0-5.0 NGVD	<i>Magnolia virginiana</i>	Sweet bay	MV	65	10'-12' ht., full, 20' o.c., B.B. or 10 gal.	
		<i>Persea borbonia</i>	Red bay	PB	65	10'-12' ht., full, 20' o.c., B.B. or 10 gal.	
		<i>Annona glabra</i>	Pond apple	AG	65	10'-12' ht., full, 20' o.c., B.B. or 10 gal.	
		<i>Quercus laurifolia</i>	Laurel oak	QL	65	10'-12' ht., full, 20' o.c., B.B. or 10 gal.	
		<i>Spartina bakeri</i>	Sand cordgrass	SB	2,050	1 gal., 18"-24" ht., full, 5' o.c.	
		<i>Cephalanthus occidentalis</i>	Button bush	CO	270	3 gal., 24"-36" ht., full, 10' o.c.	
		<i>Myrica cerifera</i>	Wax myrtle	MC	270	3 gal., 24"-36" ht., full, 10' o.c.	
		<i>Chrysobalanus icaco</i>	Coco plum	CI	270	3 gal., 24"-36" ht., full, 10' o.c.	
		5.0-8.0 NGVD	<i>Bursera simaruba</i>	Gumbo limbo	BS	97	10'-12' ht., full, 20' o.c., B.B. or 10 gal.
			<i>Quercus virginiana</i>	Live oak	QV	98	10'-12' ht., full, 20' o.c., B.B. or 10 gal.
<i>Eugenia foetida</i>	Spanish stopper		EF	270	3 gal., 24"-36" ht., full, 10' o.c.		
<i>Psychotria nervosa</i>	Wild coffee		PN	270	3 gal., 24"-36" ht., full, 10' o.c.		
Herbaceous Marsh (37.47 acres)	1.75-3.0 NGVD	<i>Sagittaria lancifolia</i>	Duck potato	SL	36,270	B.R./liner, 18"-24" ht., 3' o.c.	
		<i>Pontederia cordata</i>	Pickelweed	PC	36,270	B.R./liner, 18"-24" ht., 3' o.c.	
		<i>Eleocharis spp.</i>	Spikerush	ES	36,270	B.R./liner, 18"-24" ht., 3' o.c. - clusters	

COE APPL # 198900117 (LP-KE)  
 DER APPL #  
 DATE 11/20/97  
 DRAWING PAGE 8 OF 9

HABITAT (Acreage)	ELEVATION	SCIENTIFIC NAME	COMMON NAME	KEY	QTY.	SPECIFICATION
		<i>Scirpus validus</i>	Soft stem bulrush	SV	27,205	B.R./liner, 18"-24" ht., 3' o.c. - clusters
		<i>Thalia geniculata</i>	Alligator flag	TG	27,205	B.R., 18"-36" ht., 3' o.c. - clusters
		<i>Canna flaccida</i>	Golden canna	CF	18,135	B.R./liner, 12"-24" ht., 3' o.c. - embankment clusters
*** Open Water canal (3.79 acres)	3.0-(-)7.0 NGVD	N/A	N/A	N/A	0	N/A
*** ponds (1.22 acres)	3.0-(-)1.0 NGVD	N/A	N/A	N/A	0	N/A
Herbaceous Marsh (8.22 acres)	1.75-3.0 NGVD	<i>Sagittaria lancifolia</i>	Duck potato	SL	7,957	B.R./liner, 18"-24" ht., 3' o.c.
		<i>Pontederia cordata</i>	Pickelweed	PC	7,957	B.R./liner, 18"-24" ht., 3' o.c.
		<i>Eleocharis spp.</i>	Spikerush	ES	7,957	B.R./liner, 18"-24" ht., 3' o.c. - clusters
		<i>Scirpus validus</i>	Soft stem bulrush	SV	5,968	B.R./liner, 18"-24" ht., 3' o.c. - clusters
		<i>Thalia geniculata</i>	Alligator flag	TG	5,968	B.R., 18"-36" ht., 3' o.c. - clusters
		<i>Canna flaccida</i>	Golden canna	CF	3,978	B.R./liner, 12"-24" ht., 3' o.c. - embankment clusters
*** Open Water pond (0.5 acre)	3.0-(-)1.0 NGVD	N/A	N/A		0	N/A

NOTE: B.R. = bare root; B.B. = ball and berlap; o.c. = on center; ht. = height; gal. = gallon.

\*\*\* OPEN WATER PONDS AND CANALS TOTAL 5.51 ACRES; HOWEVER,  
THE PERMITTEE ONLY RECEIVED CREDIT FOR 4.92 ACRES.

COE APPL # 198900117 (1P-16)  
DER APPL # \_\_\_\_\_  
DATE 1 AUGUST 1997  
DRAWING PAGE 9 OF 9

Exhibit “F” – South Broward Drainage District  
5-year Operations and Maintenance Permit - Guidelines

**OPERATION AND MAINTENANCE PERMIT**  
**SOUTH BROWARD DRAINAGE DISTRICT**  
**6591 S.W. 160<sup>TH</sup> AVE.**  
**SOUTHWEST RANCHES, FL 33331**

**PERMIT NUMBER: OM 061709/R**  
**DATE: 3/18/2022**

**ISSUED TO: COBBLESTON COMMUNITY ASSOCIATION INC**  
**SW 147<sup>TH</sup> AVE**  
**PEMBROKE PINES, FL 33027**

**AUTHORIZING:** Operation and maintenance of the surface water management system for  
**COBBLESTONE RESIDENTIAL.**

**LOCATION: SECTION 15 TOWNSHIP 51 S RANGE 40 E**  
**PEMBROKE PINES, BROWARD COUNTY, FLORIDA**

This permit is issued pursuant to the engineer of record certification and District approval of the construction of the project known as **COBBLESTONE RESIDENTIAL**. Field inspections and as-built drawings have verified that the construction of the surface water management system has been completed in substantial conformance with the approved design.

The operation, maintenance and re-certification of the surface water management system will be the responsibility of the permittee. Re-certification of the stormwater system is required every 5 years. Permittee recognizes that upon the sale of this property, it is the permittee's responsibility to transfer this permit to the new owner. Until transfer is approved by the South Broward Drainage District, the permittee shall be liable for compliance of this permit.

Permittee is responsible for any attorney fees which may be incurred by the District because of the permittee's failure to comply with the requirements to obtain an Operation and Maintenance Permit in a timely manner.

*The dumping or discharging of any aquatic vegetation, trash, motor oil or other pollutants into the stormwater management system is prohibited and is a violation of this permit.*

*Expiration Date:* 3/18/2027

**Authorized By: Kevin M. Hart, P.E., District Director**

  
\_\_\_\_\_

(SEAL)



# **SOUTH BROWARD DRAINAGE DISTRICT**

## **5-YEAR OPERATIONS AND MAINTENANCE PERMIT GUIDELINES**

The following guidelines shall apply to all 5-Year Drainage Re-Certifications performed within the South Broward Drainage District (SBDD).

1. SBDD shall notify the property owner of the requirement for the 5-Year Drainage Re-certification approximately 60 days in advance of the due date.
2. For properties that are less than 1 acre in size, and where drainage systems that are comprised of five (5) or less drainage structures on the property, the property owner may process the 5-year drainage re-certification without the aid of a Professional Engineer. However, it is recommended that the knowledge and expertise of a Professional Engineer be utilized on all 5-year Drainage Re-Certifications.
3. For all other properties, the 5-Year Drainage Re-Certification shall be provided by a Registered Professional Engineer.
4. The following steps shall be followed:
  - a. The Engineer shall obtain all relevant information on the existing drainage system, including, but not limited to, the approved as-built drawings.
  - b. The Engineer shall review the existing drainage information and familiarize himself/herself on the original design and intent of the system.
  - c. The Engineer shall perform a site inspection of the entire drainage system and determine what, if any, maintenance and repair work is required in order to re-certify the drainage system in accordance with the Engineer's Certification Form.
  - d. The property owner shall coordinate, as necessary, to complete all of the required maintenance and repair work as denoted by the Engineer. Where required by SBDD or the local municipality, the work shall be performed by a licensed Contractor.
  - e. The Engineer shall perform a follow-up inspection to verify that all of the required maintenance and repair work has been completed.
  - f. The Engineer shall submit the Engineer's Certification Form and permit fees to SBDD and shall schedule a final inspection with SBDD for the 5-Year Drainage Re-Certification.
  - g. Upon completion of all outstanding items and acceptance by SBDD, SBDD shall issue the Operations and Maintenance Permit.
5. The Engineer's site inspection and certification shall include the following items:
  - a. Catch basin grates, manhole covers and outfalls are to be free of obstructions.
  - b. Probe catch basins for mud, debris, silt, etc. (Depth of material in a pipe shall not exceed 5% of the diameter of the pipe and the depth of material in a catch basin sump shall not exceed 5% of the distance from the bottom of the structure to the lowest pipe invert).
  - c. Check headwalls for deterioration and any signs of erosion.
  - d. Check for broken grates.
  - e. Check weirs and baffles installation (12" min. sump clearance from bottom of structure to bottom of baffle, if applicable)
  - f. Check for areas of sunken or deteriorated pavement which may be a sign of a



drainage problem.

- g. Check for modifications to swales and retention areas.
- h. Check for proper maintenance of swale and retention areas.
- i. Check flumes.
- j. Check for alterations to original design and construction of drainage system.
- k. Check for landscaping which may have been planted over drainage pipes.

Exhibit “G” – SFWMD Water Use Permit



**SOUTH FLORIDA WATER MANAGEMENT DISTRICT  
 PERMIT TRANSFER FOR  
 WATER USE GENERAL PERMIT NO. 06-04288-W  
 EXPIRATION DATE: October 11, 2028**

**DATE ISSUED: DECEMBER 29, 2020**

**PERMITTEE:** COBBLESTONE COMMUNITY ASSOCIATION, INC. MEADOW PINES COMMUNITY DEVELOPMENT DISTRICT  
 (COBBLESTONE COMMUNITY ASSOCIATION) 2501 A BURNS ROAD  
 14701 SW 10 STREET PALM BEACH GARDENS, FL 33410  
 PEMBROKE PINES, FL 33027

**ORIGINAL PERMIT ISSUED:** JANUARY 13, 2005

**ORIGINAL PROJECT AUTHORIZATION:** THE USE OF SURFACE WATER FROM ON-SITE LAKE(S) FOR 22.7 ACRES OF LANDSCAPE IRRIGATION USE WITH AN ANNUAL ALLOCATION OF 24.04 MILLION GALLONS.

**CURRENT AUTHORIZATION:** TRANSFER THE USE OF SURFACE WATER FROM ON-SITE LAKE(S) AND SOUTH BROWARD DRAINAGE DISTRICT FOR 22.7 ACRES OF LANDSCAPE IRRIGATION WITH AN ANNUAL ALLOCATION OF 23.7234 MG.

**PROJECT LOCATION:** BROWARD COUNTY                      **SECTION:** 15,20                      **TWP:** 51S    **RGE:** 40E

In response to Transfer Application No. 200602-12, dated June 5, 2020 this Permit Transfer is issued pursuant to the applicable provisions of Subsection 373 Part II, Florida Statutes (F.S.) and Rules 40E-1.6107 and 40E-2.351, Florida Administrative Code.

All Permit design specifications, special and general/limiting Permit conditions, and other terms and requirements contained in the Permit shall remain in full force and effect unless further modified by the South Florida Water Management District ("District") and shall be binding upon the Permittee for the duration of the Permit, as specified in Rule 40E-2.321, Florida Administrative Code.

Upon written notice to the permittee, this permit may be temporarily modified, or restricted under a Declaration of Water Shortage or Declaration of Emergency due to Water Shortage in accordance with the provision of Chapter 373, Florida Statutes (F.S.), and applicable rules and regulations of South Florida Water Management District.

This Permit may be permanently or temporarily revoked, in whole or in part, for the violation of the conditions of this permit or for the violation of any provisions of the Water Resources Act and Regulation thereunder.

This Permit does not convey to the permittee any property rights nor any privileges other than those specified herein, nor relieve the permittee from complying with any law, regulation or requirement affecting the rights of other bodies or agencies.

This Permit may be transferred pursuant to the appropriate provisions of Chapter 373, F.S., and Sections 40E-1.6107(1) and (2), Florida Administrative Code (F.A.C.).

In the event the property is sold or otherwise conveyed, the Permittee shall remain liable for compliance with this Permit until permit transfer to the new owner is approved by the District. Rule 40E-1.6105, Florida Administrative Code requires written notification to the District within 30 days of the transfer of any interest in the permitted real property, giving the name and address of the new owner in interest with a copy of the instrument effecting the transfer.

**LIMITING CONDITIONS ARE AS FOLLOWS:**  
 SEE PAGES 2 - 5 OF 5 (24 LIMITING CONDITIONS)

By Elizabeth Veguilla  
 Elizabeth Veguilla  
 Regulatory Specialist Supervisor  
 Regulatory Support Bureau

## LIMITING CONDITIONS

1. THIS PERMIT SHALL EXPIRE OCTOBER 11, 2028.
2. APPLICATION FOR A PERMIT MODIFICATION MAY BE MADE AT ANY TIME.
3. WATER USE CLASSIFICATION:  
LANDSCAPE IRRIGATION
4. SOURCE CLASSIFICATION IS:  
SURFACE WATER FROM:  
ON-SITE LAKE(S)  
SOUTH BROWARD DRAINAGE DISTRICT

5. TOTAL ANNUAL ALLOCATION IS 23.7234 MG.  
TOTAL MAXIMUM MONTHLY ALLOCATION IS 3.5733 MG.

THESE ALLOCATIONS REPRESENT THE AMOUNT OF WATER REQUIRED TO MEET THE WATER DEMANDS AS A RESULT OF RAINFALL DEFICIT DURING A DROUGHT WITH THE PROBABILITY OF RECURRING ONE YEAR IN TEN. THE PERMITTEE SHALL NOT EXCEED THESE ALLOCATIONS IN HYDROLOGIC CONDITIONS LESS THAN A 1 IN 10 YEAR DROUGHT EVENT. IF THE RAINFALL DEFICIT IS MORE SEVERE THAN THAT EXPECTED TO RECUR ONCE EVERY TEN YEARS, THE WITHDRAWALS SHALL NOT EXCEED THAT AMOUNT NECESSARY TO CONTINUE TO MEET THE REASONABLE-BENEFICIAL DEMANDS UNDER SUCH CONDITIONS, PROVIDED NO HARM TO THE WATER RESOURCES OCCUR AND:

(A) ALL OTHER CONDITIONS OF THE PERMIT ARE MET; AND

(B) THE WITHDRAWAL IS OTHERWISE CONSISTENT WITH APPLICABLE DECLARED WATER SHORTAGE ORDERS IN EFFECT PURSUANT TO CHAPTER 40E-21, F.A.C.

6. PURSUANT TO RULE 40E-1.6105, F.A.C., NOTIFICATION OF TRANSFER OF INTEREST IN REAL PROPERTY, WITHIN 30 DAYS OF ANY TRANSFER OF INTEREST OR CONTROL OF THE REAL PROPERTY AT WHICH ANY PERMITTED FACILITY, SYSTEM, CONSUMPTIVE USE, OR ACTIVITY IS LOCATED, THE PERMITTEE MUST NOTIFY THE DISTRICT, IN WRITING, OF THE TRANSFER GIVING THE NAME AND ADDRESS OF THE NEW OWNER OR PERSON IN CONTROL AND PROVIDING A COPY OF THE INSTRUMENT EFFECTUATING THE TRANSFER, AS SET FORTH IN RULE 40E-1.6107, F.A.C.

PURSUANT TO RULE 40E-1.6107 (4), UNTIL TRANSFER IS APPROVED BY THE DISTRICT, THE PERMITTEE SHALL BE LIABLE FOR COMPLIANCE WITH THE PERMIT. THE PERMITTEE TRANSFERRING THE PERMIT SHALL REMAIN LIABLE FOR ALL ACTIONS THAT ARE REQUIRED AS WELL AS ALL VIOLATIONS OF THE PERMIT WHICH OCCURRED PRIOR TO THE TRANSFER OF THE PERMIT.

FAILURE TO COMPLY WITH THIS OR ANY OTHER CONDITION OF THIS PERMIT CONSTITUTES A VIOLATION AND PURSUANT TO RULE 40E-1.609, SUSPENSION, REVOCATION AND MODIFICATION OF PERMITS, THE DISTRICT MAY SUSPEND OR REVOKE THE PERMIT.

THIS PERMIT IS ISSUED TO:

COBBLESTONE COMMUNITY ASSOCIATION  
14701 SW 10 STREET  
PEMBROKE PINES, FL - 33027

MEADOW PINES COMMUNITY DEVELOPMENT DISTRICT  
2501 A BURNS ROAD  
PALM BEACH GARDEN, FL 33410

7. WITHDRAWAL FACILITIES:  
SURFACE WATER - EXISTING:  
1 - 2" X 10 HP X 50 GPM CENTRIFUGAL PUMP  
1 - 2.5" X 25 HP X 160 GPM CENTRIFUGAL PUMP

8. PERMITTEE SHALL MITIGATE INTERFERENCE WITH EXISTING LEGAL USES THAT WAS CAUSED IN WHOLE OR IN PART BY THE PERMITTEE'S WITHDRAWALS, CONSISTENT WITH THE APPROVED MITIGATION PLAN. AS NECESSARY TO OFFSET THE INTERFERENCE, MITIGATION WILL INCLUDE PUMPAGE REDUCTION, REPLACEMENT OF THE IMPACTED INDIVIDUAL'S EQUIPMENT, RELOCATION OF WELLS, CHANGE IN WITHDRAWAL SOURCE, OR OTHER MEANS.  
  
INTERFERENCE TO AN EXISTING LEGAL USE IS DEFINED AS AN IMPACT THAT OCCURS UNDER HYDROLOGIC CONDITIONS EQUAL TO OR LESS SEVERE THAN A 1 IN 10 YEAR DROUGHT EVENT THAT RESULTS IN THE:  
  
(A) INABILITY TO WITHDRAW WATER CONSISTENT WITH PROVISIONS OF THE PERMIT, SUCH AS WHEN REMEDIAL STRUCTURAL OR OPERATIONAL ACTIONS NOT MATERIALLY AUTHORIZED BY EXISTING PERMITS MUST BE TAKEN TO ADDRESS THE INTERFERENCE; OR  
  
(B) CHANGE IN THE QUALITY OF WATER PURSUANT TO PRIMARY STATE DRINKING WATER STANDARDS TO THE EXTENT THAT THE WATER CAN NO LONGER BE USED FOR ITS AUTHORIZED PURPOSE, OR SUCH CHANGE IS IMMINENT.
9. PERMITTEE SHALL MITIGATE HARM TO EXISTING OFF-SITE LAND USES CAUSED BY THE PERMITTEE'S WITHDRAWALS, AS DETERMINED THROUGH REFERENCE TO THE CONDITIONS FOR PERMIT ISSUANCE. WHEN HARM OCCURS, OR IS IMMINENT, THE DISTRICT WILL REQUIRE THE PERMITTEE TO MODIFY WITHDRAWAL RATES OR MITIGATE THE HARM. HARM CAUSED BY WITHDRAWALS, AS DETERMINED THROUGH REFERENCE TO THE CONDITIONS FOR PERMIT ISSUANCE, INCLUDES:  
  
(A) SIGNIFICANT REDUCTION IN WATER LEVELS ON THE PROPERTY TO THE EXTENT THAT THE DESIGNED FUNCTION OF THE WATER BODY AND RELATED SURFACE WATER MANAGEMENT IMPROVEMENTS ARE DAMAGED, NOT INCLUDING AESTHETIC VALUES. THE DESIGNED FUNCTION OF A WATER BODY IS IDENTIFIED IN THE ORIGINAL PERMIT OR OTHER GOVERNMENTAL AUTHORIZATION ISSUED FOR THE CONSTRUCTION OF THE WATER BODY. IN CASES WHERE A PERMIT WAS NOT REQUIRED, THE DESIGNED FUNCTION SHALL BE DETERMINED BASED ON THE PURPOSE FOR THE ORIGINAL CONSTRUCTION OF THE WATER BODY (E.G. FILL FOR CONSTRUCTION, MINING, DRAINAGE CANAL, ETC.)  
  
(B) DAMAGE TO AGRICULTURE, INCLUDING DAMAGE RESULTING FROM REDUCTION IN SOIL MOISTURE RESULTING FROM CONSUMPTIVE USE; OR  
  
(C) LAND COLLAPSE OR SUBSIDENCE CAUSED BY REDUCTION IN WATER LEVELS ASSOCIATED WITH CONSUMPTIVE USE.
10. PERMITTEE SHALL MITIGATE HARM TO THE NATURAL RESOURCES CAUSED BY THE PERMITTEE'S WITHDRAWALS, AS DETERMINED THROUGH REFERENCE TO THE CONDITIONS FOR PERMIT ISSUANCE. WHEN HARM OCCURS, OR IS IMMINENT, THE DISTRICT WILL REQUIRE THE PERMITTEE TO MODIFY WITHDRAWAL RATES OR MITIGATE THE HARM. HARM, AS DETERMINED THROUGH REFERENCE TO THE CONDITIONS FOR PERMIT ISSUANCE INCLUDES:  
  
(A) REDUCTION IN GROUND OR SURFACE WATER LEVELS THAT RESULTS IN HARMFUL LATERAL MOVEMENT OF THE FRESH WATER/SALT WATER INTERFACE,  
  
(B) REDUCTION IN WATER LEVELS THAT HARM THE HYDROPERIOD OF WETLANDS,  
  
(C) SIGNIFICANT REDUCTION IN WATER LEVELS OR HYDROPERIOD IN A NATURALLY OCCURRING WATER BODY SUCH AS A LAKE OR POND,  
  
(D) HARMFUL MOVEMENT OF CONTAMINANTS IN VIOLATION OF STATE WATER QUALITY STANDARDS, OR  
  
(E) HARM TO THE NATURAL SYSTEM INCLUDING DAMAGE TO HABITAT FOR RARE OR ENDANGERED SPECIES.
11. IF ANY CONDITION OF THE PERMIT IS VIOLATED, THE PERMIT SHALL BE SUBJECT TO REVIEW AND POSSIBLE MODIFICATION, ENFORCEMENT ACTION, OR REVOCATION.
12. AUTHORIZED REPRESENTATIVES OF THE DISTRICT, WITH ADVANCE NOTICE TO THE PERMITTEE, SHALL BE PERMITTED TO ENTER, INSPECT, AND OBSERVE THE PERMITTED SYSTEM TO DETERMINE COMPLIANCE WITH PERMIT CONDITIONS.
13. THE PERMITTEE IS ADVISED THAT THIS PERMIT DOES NOT RELIEVE ANY PERSON FROM THE REQUIREMENT TO OBTAIN ALL NECESSARY FEDERAL, STATE, LOCAL AND SPECIAL DISTRICT AUTHORIZATIONS.
14. THE PERMIT DOES NOT CONVEY ANY PROPERTY RIGHT TO THE PERMITTEE, NOR ANY RIGHTS AND PRIVILEGES OTHER THAN THOSE SPECIFIED IN THE PERMIT AND CHAPTER 40E-2, FLORIDA ADMINISTRATIVE CODE.

15. PERMITTEE SHALL SUBMIT ALL DATA AS REQUIRED BY THE IMPLEMENTATION SCHEDULE FOR EACH OF THE LIMITING CONDITIONS TO: SFWMD AT WWW.SFWMD.GOV/EPERMITTING, OR REGULATORY SUPPORT, 3301 GUN CLUB ROAD, WEST PALM BEACH, FL 33406.
16. IN THE EVENT OF A DECLARED WATER SHORTAGE, WATER WITHDRAWAL REDUCTIONS WILL BE ORDERED BY THE DISTRICT IN ACCORDANCE WITH THE WATER SHORTAGE PLAN, CHAPTER 40E-21, F.A.C. THE PERMITTEE IS ADVISED THAT DURING A WATER SHORTAGE, PUMPAGE REPORTS SHALL BE SUBMITTED AS REQUIRED BY CHAPTER 40E-21, F.A.C.
17. EVERY FIVE YEARS FROM THE DATE OF PERMIT ISSUANCE, THE PERMITTEE SHALL SUBMIT RE-CALIBRATION DATA ON EACH WATER PUMPING ACCOUNTING FACILITY, FOR THOSE PERMITTEES WHOSE ACCOUNTING METHOD(S) REQUIRE RE-CALIBRATION.
18. MONTHLY WITHDRAWALS FOR EACH WITHDRAWAL FACILITY SHALL BE SUBMITTED TO THE DISTRICT QUARTERLY. THE WATER ACCOUNTING METHOD AND MEANS OF CALIBRATION SHALL BE STATED ON EACH REPORT.
19. LANDSCAPE AND GOLF COURSE PERMITTEES MUST COMPLY WITH ALL PLAN REQUIREMENTS AND THE IMPLEMENTATION SCHEDULE CONTAINED IN THE PLAN SUBMITTED PURSUANT TO SECTION 2.3.1 OF THE BASIS OF REVIEW FOR WATER USE PERMIT APPLICATIONS WITHIN THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT.
20. LANDSCAPE AND GOLF COURSE IRRIGATION IS PROHIBITED BETWEEN THE HOURS OF 10:00 A.M. AND 4:00 P.M., EXCEPT AS FOLLOWS:
  - A) IRRIGATION USING MICRO-IRRIGATION SYSTEM IS ALLOWED ANYTIME.
  - B) USERS WHOSE AVERAGE ANNUAL ALLOCATION IS MADE UP OF 75% OR GREATER VOLUME OF RECLAIMED WATER FOR IRRIGATION MAY IRRIGATE AT ANYTIME.
  - C) IRRIGATION OF, OR IN PREPARATION FOR PLANTING, NEW GOLF COURSES AND RECREATIONAL AREAS IS ALLOWED AT ANY TIME OF DAY FOR ONE 30 DAY PERIOD PROVIDED IRRIGATION IS LIMITED TO THE AMOUNT NECESSARY FOR PLANT ESTABLISHMENT. IRRIGATION OF NEWLY SEEDED OR SPRIGGED GOLF COURSE AREAS IS ALLOWED ANY TIME OF DAY FOR ONE 60 DAY PERIOD.
  - D) WATERING IN OF CHEMICALS, INCLUDING INSECTICIDES, PESTICIDES, FERTILIZERS, FUNGICIDES, AND HERBICIDES WHEN REQUIRED BY LAW, RECOMMENDED BY THE MANUFACTURER OR CONSTITUTING BEST MANAGEMENT PRACTICES IS ALLOWED ANYTIME WITHIN 24 HOURS OF APPLICATION.
  - E) IRRIGATION SYSTEMS MAY BE OPERATED ANYTIME FOR MAINTENANCE AND REPAIR PURPOSES.
  - F) THE USE OF WATER TO PROTECT GOLF COURSE TURF FROM HEAT AND WIND STRESS DAMAGE IS ALLOWED ANYTIME.
21. THE PERMITTEE SHALL CONTINUE TO INVESTIGATE THE FEASIBILITY OF UTILIZING RECLAIMED WATER AS AN ALTERNATIVE WATER SUPPLY FOR THIS PROJECT. TO THIS END, THE PERMITTEE, OR ITS SUCCESSOR, SHALL PROVIDE THE DISTRICT WITH PERIODIC RECLAIMED WATER FEASIBILITY REPORTS, TO BE SUBMITTED AT FIVE (5) YEAR INTERVALS COMMENCING FIVE YEARS FROM DATE OF PERMIT ISSUANCE AND CONTINUING THROUGH THE DURATION OF THIS WATER USE PERMIT. SUCH RECLAIMED WATER FEASIBILITY REPORTS SHALL EVALUATE THE FEASIBILITY OF UTILIZING RECLAIMED WATER AND SPECIFICALLY CONSIDER:
  - (A) WHETHER A SUITABLE RECLAIMED WATER SUPPLY SOURCE IS AVAILABLE AND PERMITTED;
  - (B) WHETHER RECLAIMED WATER SUPPLY LINES ARE AVAILABLE AT THE PROPERTY BOUNDARY IN SUFFICIENT CAPACITY TO SERVE PERMITTEE'S NEEDS;
  - (C) WHETHER THE PERMITTEE IS CAPABLE OF ACCESSING THE RECLAIMED WATER SOURCE THROUGH DISTRIBUTION LINES;
  - (D) WHETHER USE OF RECLAIMED WATER IS TECHNICALLY, ENVIRONMENTALLY, AND ECONOMICALLY FEASIBLE; AND
  - (E) WHETHER USE OF RECLAIMED WATER WOULD CONFLICT WITH REQUIREMENTS CONTAINED IN PERMITTEE'S SURFACE WATER DRAINAGE PERMIT, IF APPROPRIATE.
22. UPON NOTIFICATION FROM THE DISTRICT OF THE AVAILABILITY OF RECLAIMED WATER PURSUANT TO SECTION 373.250, F.S., THE PERMITTEE SHALL INVESTIGATE THE FEASIBILITY OF OBTAINING RECLAIMED WATER AND ACTIVELY PARTICIPATE IN DISCUSSIONS AND NEGOTIATIONS WITH POTENTIAL SUPPLIERS OF RECLAIMED WATER WHEN THE SUPPLIES BECOME AVAILABLE.
23. IN THE EVENT RECLAIMED WATER BECOMES THIS PROJECT'S IRRIGATION WATER SUPPLY SOURCE, THE PERMITTEE SHALL MODIFY THIS PERMIT TO REFLECT THE SAME.

24. EVERY TEN YEARS FROM THE DATE OF PERMIT ISSUANCE THE PERMITTEE SHALL SUBMIT A WATER USE COMPLIANCE REPORT FOR REVIEW AND APPROVAL BY DISTRICT STAFF, WHICH ADDRESSES THE FOLLOWING:

(A) THE RESULTS OF AN ON-SITE IRRIGATION EFFICIENCY EVALUATION THAT ESTIMATES THE EFFICIENT USE OF WATER ON THE PROJECT SITE, BASED ON THE METHOD OF IRRIGATION THAT WAS PERMITTED. BASED ON THE EVALUATION, THE PERMITTEE SHALL IDENTIFY AND IMPLEMENT SPECIFIC ACTIONS TO ACHIEVE THE EFFICIENT USE OF WATER FOR THE DURATION OF THE PERMIT. IN THE EVENT THAT BASED ON THE ONSITE IRRIGATION EFFICIENCY EVALUATION AN ADDITIONAL WATER ALLOCATION MAY BE NECESSARY, THE PERMITTEE SHALL APPLY FOR A MODIFICATION OF THE PERMIT IF THE PERMITTEE INTENDS TO UTILIZE AN ADDITIONAL ALLOCATION, OR MODIFY ITS OPERATION TO COMPLY WITH THE EXISTING CONDITIONS OF THE PERMIT.

(B) A COMPARISON OF THE PERMITTED ALLOCATION AND THE ALLOCATION THAT WOULD APPLY TO THE PROJECT BASED ON CURRENT DISTRICT ALLOCATION RULES. IN THE EVENT THE PERMIT ALLOCATION IS GREATER THAN THE ALLOCATION PROVIDED FOR UNDER DISTRICT RULE, THE PERMITTEE SHALL APPLY FOR A LETTER MODIFICATION TO REDUCE THE ALLOCATION CONSISTENT WITH DISTRICT RULES. IN THE EVENT THAT THE PERMIT ALLOCATION IS LESS THAN ALLOWABLE UNDER DISTRICT RULE, THE PERMITTEE SHALL APPLY FOR A MODIFICATION OF THE PERMIT TO INCREASE THE ALLOCATION IF THE PERMITTEE INTENDS TO UTILIZE AN ADDITIONAL ALLOCATION, OR MODIFY ITS OPERATION TO COMPLY WITH THE EXISTING CONDITIONS OF THE PERMIT.

## PERMIT HISTORY

29-DEC-2020  
transfer\_history

**Permit No: 06-04288-W**

**Project Description: COBBLESTONE COMMUNITY ASSOCIATION,  
INC.**

Issue Date	App #	Permit Type	Purpose	M/O Owner	Project
13-JAN-05	040122-3	WU NEW GENERAL	GENERAL PERMIT - MAJOR	WESTBROOKE HOMES, INC.	MEADOW PINES
16-DEC-05	051017-6	WU LTRMD GENERAL	LETTER MOD - GP MAJOR	WESTBROOKE HOMES, INC.	MEADOW PINES
11-OCT-08	060620-18	WU REN GENERAL	GENERAL PERMIT - MAJOR	STANDARD PACIFIC HOMES, INC	MEADOW PINES PHASE II
10-NOV-10	100930-4	WU LTRMD GENERAL	WU COMPLIANCE LETTER MOD	STANDARD PACIFIC HOMES, INC	MEADOW PINES PHASE II
29-DEC-20	200602-12	WU TRANS GENERAL	PERMIT TRANSFER	COBBLESTONE COMMUNITY ASSOCIATION MEADOW PINES COMMUNITY DEVELOPMENT DISTRICT	COBBLESTONE COMMUNITY ASSOCIATION



## Requirement by Limiting Condition Report

<b>App No:</b> 200602-12	<b>Expiration Date:</b> 11-OCT-28
<b>Permit No:</b> 06-04288-W	<b>Issued Date:</b> 29-DEC-20
<b>Project Name:</b> Cobblestone Community Association, Inc.	

<b>Limiting Condition No: 5</b>			<b>Limiting Condition Code:</b> <u>WUSTD004-3</u>				
Entity	Entity ID	Requirement	Due Date	Start Date	End Date	Col Freq	Sub Freq
PERMIT	06-04288-W	Annual Allocation for PERMIT	30-APR-21	01-JAN-21	30-SEP-28	Monthly	Quarterly
PERMIT	06-04288-W	Monthly allocation for PERMIT	30-APR-21	01-JAN-21	30-SEP-28	Monthly	Quarterly
<b>Limiting Condition No: 17</b>			<b>Limiting Condition Code:</b> <u>WUSTD021-4</u>				
Entity	Entity ID	Requirement	Due Date	Start Date	End Date	Col Freq	Sub Freq
FACILITY GROUP	101266	Calibration Report for PH-1	30-APR-24	01-JAN-21	30-SEP-28	Every Five Years	Every Five Years
FACILITY GROUP	101267	Calibration Report for PH-2	30-APR-24	01-JAN-21	30-SEP-28	Every Five Years	Every Five Years
<b>Limiting Condition No: 18</b>			<b>Limiting Condition Code:</b> <u>WUSTD022-1</u>				
Entity	Entity ID	Requirement	Due Date	Start Date	End Date	Col Freq	Sub Freq
FACILITY GROUP	101266	Water Use Report for PH-1	30-APR-21	01-JAN-21	30-SEP-28	Monthly	Quarterly
FACILITY GROUP	101267	Water Use Report for PH-2	30-APR-21	01-JAN-21	30-SEP-28	Monthly	Quarterly
<b>Limiting Condition No: 21</b>			<b>Limiting Condition Code:</b> <u>WURWF004-1</u>				
Entity	Entity ID	Requirement	Due Date	Start Date	End Date	Col Freq	Sub Freq
PERMIT	06-04288-W	5-Year reclaimed water feasibility report for PERMIT	30-SEP-26	01-JAN-21	30-SEP-28	Every Five Years	Every Five Years
<b>Limiting Condition No: 24</b>			<b>Limiting Condition Code:</b> <u>WUIRR006-2</u>				
Entity	Entity ID	Requirement	Due Date	Start Date	End Date	Col Freq	Sub Freq
PERMIT	06-04288-W	Ten-Year Water Use Compliance Report for MEADOW PINES PHASE II	31-OCT-18	01-NOV-08	30-SEP-28	Every Ten Years	Every Ten Years

## Alex Vo

---

**From:** Brass, Christina <cbrass@sfwmd.gov>  
**Sent:** Tuesday, July 9, 2024 3:05 PM  
**To:** Alex Vo  
**Cc:** Krinsky, Daniel; Lancaster, Stephanie  
**Subject:** RE: WU Permit No. 06-04288-W  
**Attachments:** 06-04288-W\_LC Report\_20240709.pdf

Hi Alex,  
I've attached the updated report that you requested.

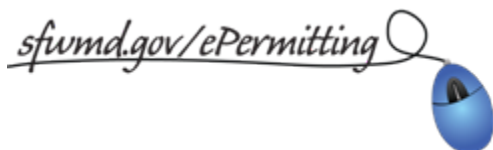
Going down the list on the page...

**Limiting condition 5** names the allocated volume for LC 18, does not have a separate report to be submitted.  
**Limiting condition 17** is for calibrations. **Calibrations for pump stations were due in April and May of 2024**  
**Limiting condition 18** is the pumpage report. Data to be collected monthly and reported quarterly (Jan-Mar are due April 30, Apr- Jun are due July 31, Jul-Sep are due Oct 31, and Oct- Dec are due Jan 31) **The last month we have reported is Jan 2023. Feb 2023 through March 2024 are past due; Apr 2024 through June 2024 are due by July 31<sup>st</sup>.**  
**Limiting condition 21** is the reclaimed report, due every five years. Next due September 2026  
**Limiting condition 24** is the 10-year report. This has been received and will be covered next with the renewal in 2028.

I've highlighted past due requirements. These items need to be submitted as soon as possible. I'll calendar this for follow up at the end of this month. Please let me know if you think you'll need additional time to submit these. Please feel free to reach out to me directly if you have any questions.

Thank you.

*Sincerely,*  
*Christina Brass*  
*Compliance Analyst*  
*Water Use Bureau*  
*Phone: (561) 682-6880*  
*Email: [cbrass@sfwmd.gov](mailto:cbrass@sfwmd.gov)*



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**Note:** While the District supports that it is commonplace and convenient to collaborate via email during the pre-application/application process, Permit Applications and Responses to a Request for Additional Information (RAI) submitted via email are not an official submittal (Section 4.4 of Environmental Resource Permit Applicant's Handbook Volume I) and (Section 40E-2.101, F.A.C. for Water Use Permits). For timely and efficient processing of permit applications and RAI responses, please submit online using ePermitting (link above).

---

**From:** Lancaster, Stephanie <slancast@sfwmd.gov>  
**Sent:** Tuesday, July 9, 2024 10:51 AM

**To:** Brass, Christina <cbrass@sfwmd.gov>  
**Cc:** Krinsky, Daniel <dkrinsky@sfwmd.gov>  
**Subject:** FW: WU Permit No. 06-04288-W

Hi Christina,

Please see the earliest email below regarding a request for up to date information regarding reporting requirements for 06-04288-W. Can you please verify that the due dates are correct in Oracle and provide them to the requestor? The due dates should appear on ePermitting in the Additional Documents section for online reporting so you can direct the requestor there once they are reviewed and are correct. Let me know if you need any assistance. Thanks!

**Stephanie Lancaster, P.G.**

Section Leader – Compliance & Technical Services  
Water Use Bureau  
South Florida Water Management District  
3301 Gun Club Road, MSC 9310  
West Palm Beach, FL 33406  
561-682-2055 or 1-800-432-2045, ext. 2055  
[slancast@sfwmd.gov](mailto:slancast@sfwmd.gov)

**NOTE:**

While the District supports that it is commonplace and convenient to collaborate via email during the pre-application/application process, Permit Applications and Responses to a Request for Additional Information (RAI) submitted via email are not an official submittal (Section 40E-2.101, Florida Administrative Code). For timely and efficient processing of permit applications and RAI responses, submit online using [ePermitting](#).

*Florida enjoys a broad public records law. This email and any response to this email are subject to that law and may be reviewed by the public.*

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**From:** Alex Vo <[alexvo@suntecheng.com](mailto:alexvo@suntecheng.com)>  
**Sent:** Tuesday, July 9, 2024 9:20 AM  
**To:** permits <[permits@sfwmd.gov](mailto:permits@sfwmd.gov)>  
**Subject:** WU Permit No. 06-04288-W

Some people who received this message don't often get email from [alexvo@suntecheng.com](mailto:alexvo@suntecheng.com). [Learn why this is important](#)

**[Please remember, this is an external email]**

Good morning,

I hope this email finds you well. I am contacting you on behalf of Meadow Pines Community Development District regarding the subject permit. Can you please provide a limiting conditions report with the most up-to-date information and submittal dates? Please see an example below.

## Requirement by Limiting Condition Report

App No: 060620-18  
Permit No: 06-04288-W  
Project Name: MEADOW PINES PHASE II

Expiration Date: 11-OCT-28  
Issued Date:

### Limiting Condition No: 17

Limiting Condition Code: WUSTD021-4

Facility Name	Requirement Name	Due Date	Start Date	End Date	Col Freq	Sub Fre
PH-1	Water Use Report for PH-1	30-SEP-13	01-NOV-08	30-SEP-13	Every Five Years	Every Fi
PH-2	Water Use Report for PH-2	30-SEP-13	01-NOV-08	30-SEP-13	Every Five Years	Every Fi

### Limiting Condition No: 18

Limiting Condition Code: WUSTD022-1

Facility Name	Requirement Name	Due Date	Start Date	End Date	Col Freq	Sub Fre
PH-1	Water Use Report for PH-1	31-JUL-09	01-NOV-08	30-SEP-13	Monthly	Quarter!
PH-2	Water Use Report for PH-2	31-JUL-09	01-NOV-08	30-SEP-13	Monthly	Quarter!

### Limiting Condition No: 21

Limiting Condition Code: WURWF004-1

Facility Name	Requirement Name	Due Date	Start Date	End Date	Col Freq	Sub Fre
PERMIT	5-Year reclaimed water feasibility report for PERMIT	30-SEP-13	01-NOV-08	30-SEP-13	Every Five Years	Every Fi

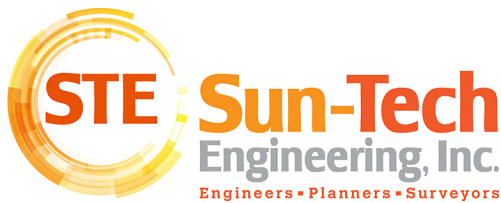
### Limiting Condition No: 24

Limiting Condition Code: WUIRR006-2

Facility Name	Requirement Name	Due Date	Start Date	End Date	Col Freq	Sub Fre
PERMIT	Five year permit compliance report for long term permits for MEADOW PINES PHASE	31-OCT-13	01-NOV-08	30-SEP-28	Every Five Years	Every Fi

Thank you!

Regards,



**Alex Vo, E.I. | Engineer I**

(954)777-3123 - Office

(954)777-3114 - Fax

(954)356-2103 - Direct

4577 N Nob Hill Rd, Suite 102

Sunrise, FL 33351-4712

[alexvo@suntecheng.com](mailto:alexvo@suntecheng.com)

[www.suntecheng.com](http://www.suntecheng.com)

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sfwmd.gov/ePermitting

## Compliance Reporting - Water Use

This function offers a permit holder the convenience of electronically submitting compliance documentation/reporting (i.e. pumpage and monitoring [chloride, water level, conductivity] data, calibrations and other compliance reports).

To begin the reporting process, type [www.sfwmd.gov/ePermitting](http://www.sfwmd.gov/ePermitting) in the address bar (Google Chrome, Internet Explorer, Safari or Mozilla Firefox), which will bring you directly to the **ePermitting Home** page.

If you do not have an ePermitting account, you must first register as a user. In order to establish a new user account, click on the **Create Account** icon (refer to *Getting Started with ePermitting* for detailed instructions). Registered users can simply click on the **Login** icon.

For general ePermitting questions, please contact us at [epermits@sfwmd.gov](mailto:epermits@sfwmd.gov). For specific questions regarding compliance submittals, please contact us at [wucompliance@sfwmd.gov](mailto:wucompliance@sfwmd.gov).

### Submitting a Pumpage Report

Prior to submitting a Water Use Compliance report, the compatibility view setting on your computer may have to be modified. If you are unable to click on the Home, Submittal, or Help menus, or if these options are not visible on the screen, close the *Water Use Permit Compliance/Data Reporting* window and return to the *ePermitting Home* page. Click the *Compatibility View* button located directly to the right side of the address bar. Follow the steps to refresh/retry which will save the update, and then click the Water Use link and begin the submittal process.

**Or**

At Internet Explorer's menu bar - Click Tools~ Compatibility View Settings~ Add [www.sfwmd.gov](http://www.sfwmd.gov) to Compatibility View ~Close and Refresh Page.

1. Click the **Water Use** link located under *Compliance Reporting*.
2. Click on **Submittal**.
3. Place cursor on **New**.
4. Click the **Pumpage Report** option.
5. Enter permit number.
6. Click the **Continue** button.

The screenshot shows the ePermitting website interface. At the top, there is a navigation bar with 'Home', 'Submittal', and 'Help' menus. Below this, a 'Compliance Reporting' menu is open, showing options like 'Environmental Resource', 'Water Use' (circled in red), and 'eFlow'. To the right, a 'New' dropdown menu is open, showing 'Pumpage Report' and 'Monitoring Report'. Below the navigation, the main content area displays 'Water Use Compliance' and a form titled 'Please enter the Water Use Permit Number for Pumpage Report'. The form has a text input field for the permit number and a 'Continue' button.



## Submitting a Pumpage Report (continued)

7. Review Contact Information and click on the **Add corrections to the Contact Info** button if updates are required. Enter corrections as needed and click the **Done** button.
9. Enter required data for a period of up to one to year per form for each **Requirement Name** listed.

**Note:**

- The date information must be entered in **mm/yy** format.
- The pumpage data must be entered in **million gallons (MG)**:  
 1,525,000 gallons would be entered as **1.525**  
 105,000 gallons would be entered as **.105**  
 14,000 gallons would be entered as **.014**
- To move from one field to another, use the Tab key on the keyboard, keyboard arrows or mouse to click in a different field.
- To select multiple fields in the online form, click in a field, then hold the keyboard shift key and use the keyboard arrows to select additional fields, or click in a field, hold the shift key and use the mouse to select additional fields. To select the entire form, hold the Ctrl key and the A key on the keyboard.
- The data entry form can be copied and pasted into Excel or other programs. To copy, select the field(s) and hold the Ctrl key on the keyboard and the C key on the keyboard. To Paste, click in the field where data will be pasted, and hold the Ctrl key on the keyboard and the V key on the keyboard.
- Data can be entered into Excel or other programs and pasted into the online form. When pasting into the online form, the data must be in the same format as the original template on the screen. If requirement names or the order of the rows is changed, the system will display them as they were in the original form.
- Comments can be entered in each data field by clicking on the pencil icon at the top of the form. Comments will be displayed below the form on the screen when a submittal is saved and at the bottom of the printed pumpage report.

10. Click on **Submittal**.
11. Click **Send** once all data has been entered.
12. Enter **name, phone number** and **date**.
13. Click in the box next to **affirmation that data reported is accurate**.
14. Click the **OK** button.

Water Use Limiting Condition Compliance Report  
**Report of Withdrawals From  
 Wells and Surface Water Pumps**

Permit Number: 11-00117-W  
 Project Name: PIPERS GROVE  
 Issued To: TOUCHSTONE COMMUNITIES INC  
 Address: 8001 COCONUT ROAD  
 City, State, Zip: BONITA SPRINGS FL 34135-4017  
 Phone / Fax:  
 E-mail:

If you have questions or need assistance,  
 please contact us at [wucompliance@sfwmd.gov](mailto:wucompliance@sfwmd.gov)

Add corrections to the Contact Info

Note: Please review the Requirement Names below. If any changes should be made, please contact the water use compliance inspector.

**Monthly Water Withdrawals (Million Gallons)**  
 As a reminder, monthly withdrawals can only be entered in million gallons (MG).  
 Example: 1,525,000 gallons = 1.525; 105,000 gallons = .105; 14,000 gallons = .014

Step 1: Enter reporting period date(s), starting in column D. Ex. For April 2013, enter 04/13  
 Step 2: Enter/Copy/Paste pumpage (withdrawal) data and/or comment for each requirement under each entered date  
 Step 3: To submit the report, click the Submittal tab, then click Send and follow the steps

To enter/edit a comment, click in the cell that the comment applies to then click on this pencil icon  
 Comments will display below the form when the submittal is saved.

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
No	Requirement Name	District ID	mm/yy	mm/yy	mm/yy	mm/yy	mm/yy	mm/yy	mm/yy	mm/yy	mm/yy	mm/yy	mm/yy	mm/yy
1	Monthly withdrawal from On-site Lake(s)	100404												
2	Monthly withdrawal from Lower Tamiami Aquifer	4												
3	Monthly withdrawal from Water Table Aquifer	9												

Home Submittal Help

Permit New 0039-W Expiration I

Open South F

Save

Send

Print

Delete

Permit N W

Project N BEACH MEMORIAL PARK I

Issued T Memorial Park Cemetery

Address

City, Stat each FL 33425-0310

Phone / Fax: 561-742-6226

E-mail: [rivers@ci.boynnton-beach.fl.us](mailto:rivers@ci.boynnton-beach.fl.us)

Add corrections to the Contact Info

**South Florida Water Management District**  
 Submittal Confirmation for Pumpage Report

Permit Number: 11-00117-W  
 Project Name: PIPERS GROVE  
 Issued To: TOUCHSTONE COMMUNITIES INC  
 Address: 8001 COCONUT ROAD  
 City, State, Zip: BONITA SPRINGS FL 34135-4017  
 Phone / Fax:  
 E-mail:

If you have questions or need assistance,  
 please contact us at [wucompliance@sfwmd.gov](mailto:wucompliance@sfwmd.gov)

Name of Person completing form: \*  
 Cathy Widness

Phone No(XXX-XXX-XXXX): \*  
 561-682-6317

Date(mm/dd/yyyy): \*  
 08/12/2013

I affirm that the information provided in the reports and documents is accurate.

OK Cancel

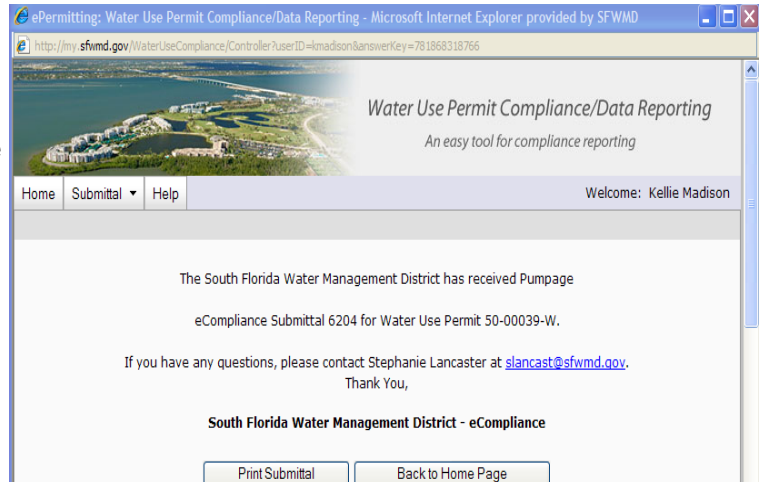


## Submitting a Pumpage Report (continued)

15. Click the **Print Submittal** button if a paper copy is desired.
16. Click the **Back to Home Page** button to continue reporting or the **X in the red box** at the top right of the page to exit.

### Note:

- An email confirmation will be sent to the registered ePermitting user once a report is submitted and when a report is processed.
- Submitted reports are available online using the ePermitting Application/Permit Records Search function. At the ePermitting home page, click Application/Permit Search, enter the water use permit number, and click the Search Records button. Choose the last page button and click on the application number (link) for the oldest application number with application status: Complete. Click on the Compliance-Water Use folder, then click the appropriate submittal type. Submittals can be opened, printed or saved. Historic reports will remain posted to the application number that was the active application at the time the report was submitted/processed.







## Submitting a Monitoring Report

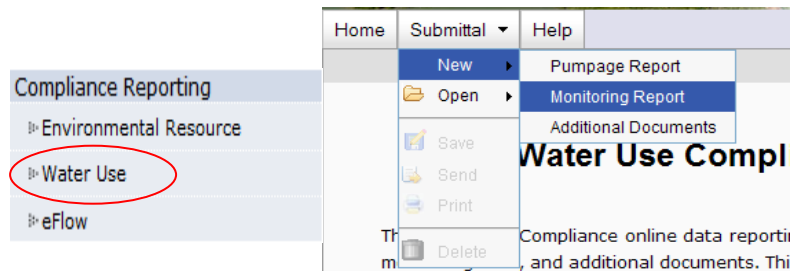
Prior to submitting a Water Use Compliance report, the compatibility view setting on your computer may have to be modified. If you are unable to click on the Home, Submittal, or Help menus, or if these options are not visible on the screen, close the *Water Use Permit Compliance/Data Reporting* window and return to the *ePermitting Home* page. Click the *Compatibility View* button located directly to the right side of the address bar. Follow the steps to refresh/retry which will save the update, and then click the Water Use link and begin the submittal process.

**Or**

At Internet Explorer's menu bar - Click Tools~ Compatibility View Settings~ Add www.sfwmnd.gov to Compatibility View ~Close and Refresh Page.



1. Click the **Water Use** link located under Compliance Reporting.
2. Click on **Submittal**.
3. Place cursor on **New**.
4. Click the **Monitoring Report** option.
5. **Enter permit number.**
6. Click the **Continue** button.
7. Review Contact Information and click on the **Add corrections to the Contact Info** button if updates are required.
8. Enter corrections as needed and click the **Done** button.
9. Enter **required data**.



### Please enter the Water Use Permit Number for Monitoring Report

Permit Number (xx-xxxxx-w):\*

**Note:**

- To move from one field to another, use the Tab key on the keyboard, keyboard arrows or mouse to click in a different field.
- To select multiple fields in the online form, click in a field, then hold the keyboard shift key and use the keyboard arrows to select additional fields, or click in a field, hold the shift key and use the mouse to select additional fields. To select the entire form, hold the Ctrl key and the A key on the keyboard.
- The data entry form can be copied and pasted into Excel or other programs. To copy, select the field(s) and hold the Ctrl key on the keyboard and the C key on the keyboard. To Paste, click in the field where data will be pasted, and hold the Ctrl key on the keyboard and the V key on the keyboard.

**Water Use Limiting Condition Compliance Report  
Report of Monitoring Requirements**

Permit Number: 36-03809-W  
 Project Name: BEN HILL GRIFFIN PARKWAY (MEDIAN STRIP WELL NUMBER 2)  
 Issued To: LEE COUNTY BOARD OF COUNTY COMMISSIONERS  
 Address: MUNICIPAL SERVICES TAX BENEFIT UNIT  
 City, State, Zip: FT. MYERS FL 33902  
 Phone / Fax: 239-694-3334  
 E-mail:

If you have questions or need assistance, please contact us at [wucompliance@sfwmnd.gov](mailto:wucompliance@sfwmnd.gov)

**Note:** Please review the Requirement Names below. If any changes should be made, please contact the water use compliance inspector.

Step 1: Enter reporting period date(s) in column E. Ex. For April 15, 2013, enter 04/15/2013  
 Step 2: Enter/Copy-Paste data and/or comment for each applicable requirement for each reporting period date  
 Step 3: To submit the report, click the Submittal tab, then click Send and follow the steps

To enter/edit a comment, click in the cell that the comment applies to then click on this pencil:

Comments will display below the form when the submittal is saved.

A	B	C	D	E	F	G	H
No	Entity Type	Entity Name	District ID	Reporting Period (mm/dd/yyyy)	Ground Water Level	Specific Conductance	Chloride
1	WELL	LM-7726 water levels	142771				
2	WELL	Conductivity from well LM-7725	142772				



## Submitting a Monitoring Report (continued)

- Data can be entered into Excel or other programs and pasted into the online form. When pasting into the online form, the data must be in the same format as the original template on the screen (entity names and order of entities cannot be changed).
- To add additional reporting periods and monitoring data to the report, either manually type data into the blank rows at the bottom of the form or paste additional data rows from Excel or another program. Data and/or a comment must be entered for each additional reporting period for each requirement.
- Comments can be entered in each data field by clicking on the pencil icon at the top of the form. Comments will be displayed below the form on the screen when a submittal is saved and at the bottom of the printed monitoring report.

- Click on **Submittal**.
- Click **Send** once all data has been entered.
- Enter **name, phone number and date**.
- Click in the box next to **affirmation that data reported is accurate**.
- Click the **OK** button.

**Water Use Limiting Condition Compliance Report  
Report of Monitoring Requirements**

Permit Number: 36-03009-W  
Project Name: BEN HILL GRIFFIN PARKWAY (MEDIAN STRIP WELL NUMBER 2)  
Issued To: LEE COUNTY BOARD OF COUNTY COMMISSIONERS  
Address: MUNICIPAL SERVICES TAX BENEFIT UNIT  
City, State, Zip: FT. MYERS FL 33902  
Phone / Fax: 239-654-3334  
E-mail:  
[Add corrections to the Contact Info](#)

If you have questions or need assistance, please contact us at [wuc.compliance@sfwmd.gov](mailto:wuc.compliance@sfwmd.gov)

**Note:** Please review the Requirement Names below. If any changes should be made, please contact the water use compliance inspector.

Step 1: Enter reporting period date(s) in column E. Ex. For April 15, 2013, enter 04/15/2013  
Step 2: Enter/Copy-Paste data and/or comment for each applicable requirement for each reporting period date  
Step 3: To submit the report, click the Submittal tab, then click Send and follow the steps

To enter/edit a comment, click in the cell that the comment applies to then click on this pencil icon. Comments will display below the form when the submittal is saved.

A	B	C	D	E	F	G	H
No	Entity Type	Entity Name	District ID	Reporting Period (mm/dd/yyyy)	Ground Water Level	Specific Conductance	Chloride
1	WELL	LM-7726 water levels	142771				
2	WELL	Conductivity from well LM-7725	142772				

Home Submittal Help

Permit: New 3909-W Expiration Date

Open South F

Save

Send 39-W

Project: GRIFFIN PARKWAY (MEDIAN STRIP WELL NUMBER 2)

Issued To: BOARD OF COUNTY COMMISSIONERS

Address: MUNICIPAL SERVICES TAX BENEFIT UNIT

City, State, Zip: FT. MYERS FL 33902

Phone / Fax: 239-654-3334

E-mail: [wuc.compliance@sfwmd.gov](mailto:wuc.compliance@sfwmd.gov)

[Add corrections to the Contact Info](#)

**Note:** Please review the Requirement Names below.

**Submittal Confirmation for Monitoring Report**

Permit Number: 36-00109-W  
Project Name: SOUTH SEAS RESORT  
Issued To: MERISTAR SOUTH SEAS PLANTATION COMPANY, LLC  
Address: 5400 PLANTATION RD  
City, State, Zip: CAPTIVA ISLAND FL 33924  
Phone / Fax: 239-472-5111 ext. 3318  
E-mail: [mhenn@luxuryresorts.com](mailto:mhenn@luxuryresorts.com)

If you have questions or need assistance, please contact us at [wuc.compliance@sfwmd.gov](mailto:wuc.compliance@sfwmd.gov)

Name of Person completing form: \* Cathy Widness Phone No.(xxx-xxx-xxxx): \* 561-682-6317 Date(mm/dd/yyyy): \* 06/13/2013

I affirm that the information provided in the reports and documents is accurate.

Ok Cancel



## Submitting a Monitoring Report (continued)

15. Click the **Print Submittal** button if a paper copy is desired.
16. Click the **Back to Home Page** button to continue reporting or the **X in the red box** at the top right of the page to exit.

### Note:

- An email confirmation will be sent to the registered ePermitting user once a report is submitted and when a report is processed.
- Submitted reports are available online using the ePermitting Application/Permit Records Search function. At the ePermitting home page, click Application/Permit Search, enter the water use permit number, and click the Search Records button. Choose the last page button and click on the application number (link) for the oldest application number with application status: Complete. Click on the Compliance-Water Use folder, then click the appropriate submittal type. Submittals can be opened, printed or saved. Historic reports will remain posted to the application number that was the active application at the time the report was submitted/processed.

A screenshot of a web application interface. The header features a landscape image of a water treatment facility and the text "Water Use Permit Compliance/Data Reporting" and "An easy tool for compliance reporting". Below the header is a navigation bar with "Home", "Submittal", and "Help" links, and a "Welcome: Cathy Widnes" message. The main content area displays a confirmation message: "The South Florida Water Management District has received Monitoring eCompliance Submittal 2934 for Water Use Permit 36-00109-W." It also includes contact information: "For additional information or questions regarding water use compliance online submittals, please contact us at [wucompliance@sfwmd.gov](mailto:wucompliance@sfwmd.gov). Thank You," and the text "South Florida Water Management District - eCompliance". At the bottom, there are two buttons: "Print Submittal" and "Back to Home Page".



## Submitting Additional Documents Calibrations, Annual and Water Loss Reports, etc.

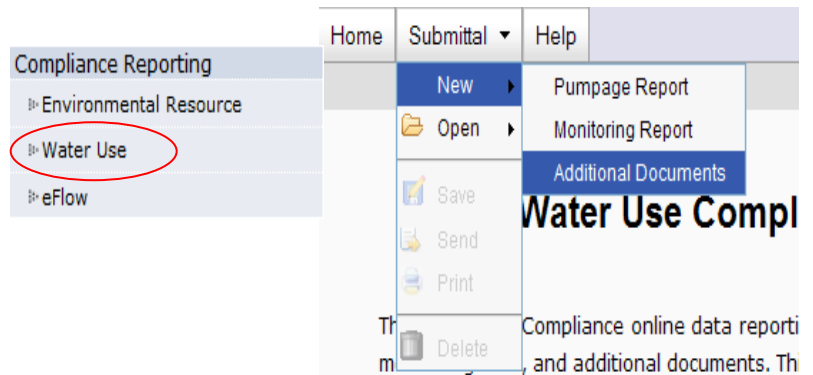
Prior to submitting a Water Use Compliance report, the compatibility view setting on your computer may have to be modified. If you are unable to click on the Home, Submittal, or Help menus, or if these options are not visible on the screen, close the *Water Use Permit Compliance/Data Reporting* window and return to the *ePermitting Home* page. Click the *Compatibility View* button located directly to the right side of the address bar. Follow the steps to refresh/retry which will save the update, and then click the Water Use link and begin the submittal process.

**Or**

At Internet Explorer's menu bar - Click Tools~ Compatibility View Settings~ Add www.sfwmd.gov to Compatibility View ~Close and Refresh Page.



1. Click the **Water Use** link located under Compliance Reporting.
2. Click on **Submittal**.
3. Place cursor on **New**.
4. Click the **Additional Documents** option.
5. Enter permit number.
6. Click the **Continue** button.
7. Review Contact Information and click on the **Add corrections to the Contact Info** button if updates are required. Enter corrections as needed and click the **Done** button.
8. Click the **Browse** button at the bottom of the page to submit documents such as calibration, annual and water loss reports, etc.



Home Submittal Help

**Please enter the Water Use Permit Number for Additional Documents Report**

Permit Number (xx-xxxx-w):\*

36-03909-w

List of Attachments			
No	Document	Comment	
1	<a href="#">36-03909-W 5YR Reclaim rpt DOT Ben Hill Medians 3-2-11.jpg</a>	<a href="#">Add Comment</a>	<a href="#">Delete File</a>
	<input type="text"/>		<input type="button" value="Browse..."/>

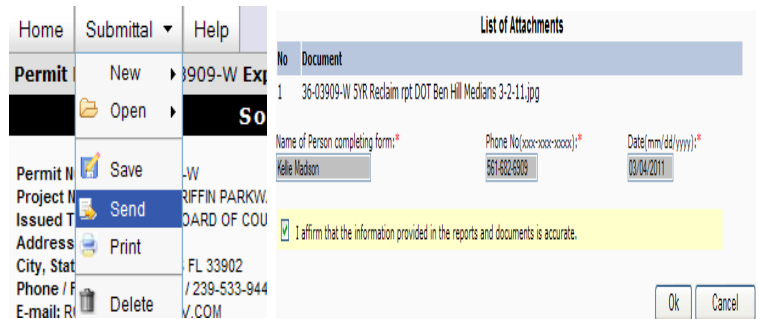
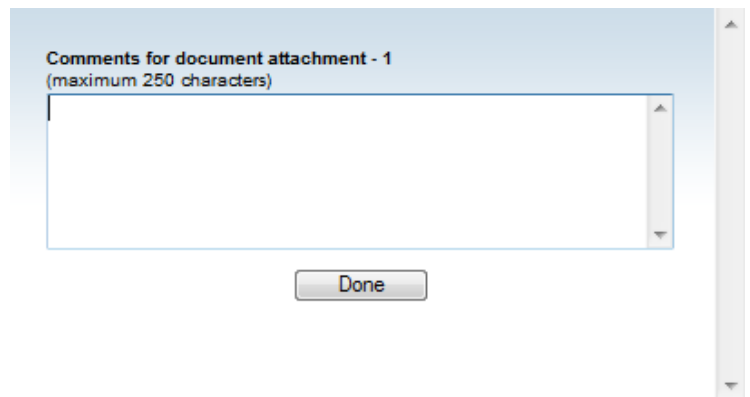
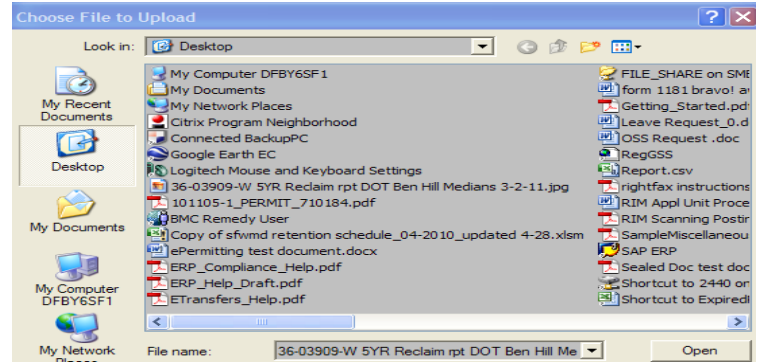


## Submitting Additional Documents Calibrations, Annual and Water Loss Reports, etc. (continued)

9. Select **applicable document** from your files.
10. Click the **Open** button.
11. Click on the **Add Comment** link if applicable. Enter comments and click the **Done** button.
12. Click on **Submittal**.
13. Click **Send** once all documents have been attached.
14. Enter **name, phone number and date**.
15. Click in the box next to **affirmation that data reported is accurate**.
16. Click the **OK** button.
17. Click the **Print Submittal** button if a paper copy is desired.
18. Click the **Back to Home Page** button to continue reporting or the **X in the red box** at the top right of the page to exit.

### Note:

- The Additional Document submittal can be saved, printed and deleted by making the applicable selection from the Submittal drop down menu.
- An email confirmation will be sent to the registered ePermitting user once a report is submitted and processed.
- Submitted reports are available online using the ePermitting Application/Permit Records Search function. At the ePermitting home page, click Application/Permit Search, enter the water use permit number, and click the Search Records button.
- Choose the last page button and click on the application number (link) for the oldest application number with application status: Complete. Click on the Compliance-Water Use folder, then click the appropriate submittal type. Submittals can be opened, printed or saved. Historic reports will remain posted to the application number that was the active application at the time the report was submitted/processed.



eCompliance Submittal 2722 for Water Use Permit 36-03909-W.

For additional information or questions regarding water use compliance online submittals, please contact us at [wucompliance@sfwmd.gov](mailto:wucompliance@sfwmd.gov). Thank You,

South Florida Water Management District - eCompliance

Print Submittal Back to Home Page

Example: Condition 17 - Pump Calibration Report



## FLOW VERIFICATION (CALIBRATION) FORM

### Ultrasonic Meter Method

For Facilities Using Totalizing Flow Meters Only  
(See: **Methods, Section C** in Handbook)

#### General Permit Information Required:

Permit Number/App Number: 06-04288-W /

Project Name: Cobblestone Phase 2/ Site# 6098

Site Contact/Phone Number: Maria Hernandez/ 954-450-5714

District Facility ID: 101267

*(If not known, use site name and GPS coordinates or site map referencing location to known landmarks)*

Withdrawal source: (ex. well, lake, canal name, etc): Lake

Withdrawal type (ex. pumped, gravity, flow well, other): Pumped

Facility water use accounting method: Totalizing Flow Meter

---

#### Flow Verification Information, Data and Calculations:

##### Permanent Existing Meter Information:

Manufacturer make, model, and serial number: siemens 631849436t197

##### Ultrasonic Meter Used to Calibrate Permanent Existing Meter:

Manufacturer make, model, and serial number: Siemans Sitrans F

Last calibration date of the Ultrasonic Flow Meter: 3/19

**Test Site Information:**

Pipe material: STEEL  
Pipe inside diameter: 4.03  
Transducer spacing: 17  
Test location: on site

(Distance from Permanent Existing Meter: 1 ft (ft/in)

(upstream / downstream): Downstream

**Permanent Existing Meter reading (P):**

Start Volume: 89,361,550gal  
End Volume: 89,365,060gal  
Elapsed test time: 15 min  
(P) Resulting Flow rate: 234// 3,510GPM

**Ultrasonic Flow Meter reading (E):**

Start Volume: 0 gal  
End Volume: 3,505  
Elapsed test time: 15 min  
(E) Resulting Flow rate: 233 gpm

Note: To reduce possible error, this comparative test will be performed simultaneously, whether the instrument used records in total volume (gal) per unit time or the standard (gpm) flow rate.

***Equation for calculating correction factor of Permanent Existing Meter:***

$$1 \div P/E = \text{Correction Factor}$$

where P=Permanent Existing Meter (gpm) and E= External Flow Meter (gpm)

**Permanent Existing Meter Correction Factor (PMCF) = 1**

**Flow Verification Performed by (print name): Travis Rodriguez**  
**Company and Title: Hoover Pumping Systems**  
**Phone number: 954-971-7350**  
**Test Date: 4/15/19**





## FLOW VERIFICATION (CALIBRATION) FORM

### Ultrasonic Meter Method

For Facilities Using Totalizing Flow Meters Only  
(See: **Methods, Section C** in Handbook)

#### General Permit Information Required:

Permit Number/App Number: 06-04288-W /  
Project Name: Cobblestone 04-263-4728/ Site 4728  
Site Contact/Phone Number: Maria Hernandez/ 954-450-5714  
District Facility ID: 101266 – 26.0051, -80.34348  
*(If not known, use site name and GPS coordinates or site map referencing location to known landmarks)*

Withdrawal source: (ex. well, lake, canal name, etc): LAKE

Withdrawal type (ex. pumped, gravity, flow well, other): Pumped

Facility water use accounting method: Totalizing Flow Meter

---

#### Flow Verification Information, Data and Calculations:

##### Permanent Existing Meter Information:

Manufacturer make, model, and serial number: ARAD S/N WST-3"-06-1000

##### Ultrasonic Meter Used to Calibrate Permanent Existing Meter:

Manufacturer make, model, and serial number: Siemens Sitrans FUP 1010  
Last calibration date of the Ultrasonic Flow Meter: 3/19

**Test Site Information:**

Pipe material: STEEL  
Pipe inside diameter: 4.03  
Transducer spacing: 17  
Test location: on site

(Distance from Permanent Existing Meter: 4 ft (ft/in)

(upstream / downstream): Downstream

**Permanent Existing Meter reading (P):**

Start Volume: 216,950,482gal  
End Volume: 216,952,522gal  
Elapsed test time: 15 min  
(P) Resulting Flow rate: 2,040//136 GPM

**Ultrasonic Flow Meter reading (E):**

Start Volume: 0 gal  
End Volume: 1,995  
Elapsed test time: 15 min  
(E) Resulting Flow rate: 133 gpm

Note: To reduce possible error, this comparative test will be performed simultaneously, whether the instrument used records in total volume (gal) per unit time or the standard (gpm) flow rate.

***Equation for calculating correction factor of Permanent Existing Meter:***

$$1 \div P/E = \text{Correction Factor}$$

where P=Permanent Existing Meter (gpm) and E= External Flow Meter (gpm)

**Permanent Existing Meter Correction Factor (PMCF) = 1**

**Flow Verification Performed by (print name): Travis Rodriguez**  
**Company and Title: Hoover Pumping Systems**  
**Phone number: 954-971-7350**  
**Test Date: 5/7/19**

## CALIBRATION SERVICE PROVIDERS

This is a listing of companies and individuals that have notified the District that they render calibration services in the District. Please note this listing may not be a complete listing of all that provide calibration services. This listing is not a certification or representation of the qualifications of the companies and individuals listed, and the District does not accept any liability for any loss or damage caused by any of the companies and individuals listed herein.

COMPANY NAME	ADDRESS	CITY	ZIP CODE	FIRST NAME	LAST NAME	PHONE
AECOM	3550 SW Corporate Parkway	Palm City	34990	Amy	Eason	772-286-3883
Agricultural Permitting Services- Main Office	4889 NW 20th Place	Gainesville	32605	Delynn	Salifrio	352-222-1008
Agricultural Permitting Services- Satellite Office	147 East 28th Street	Riviera Beach	33404	Debra	Flaherty	352-377-9818
Agricultural Services International, Inc	15838 Orange Avenue	Fort Pierce	34945	Doug	Marine	772-468-1177
All Phase Irrigation, Inc.	9116 Cove Point Circle	Boynton Beach	33472	Eric	Rogers	954-275-8199
AMPS, Inc- Main Office	7146 Haverhill Road	West Palm Beach	33407	Jim	Murray	561-994-2844
AMPS, Inc- Satellite Office	4380 Lake Chase Island Way	Tampa	33626	Keith	Jakacky	813-385-1771
ASI, Irrigation & Pumping Systems, Inc.	2754 NW 29th Terrace	Lauderdale Lakes	33311	Chris	Jones	954-485-5834
Asmussen Engineering	P.O. Box 1998	Okeechobee	34973	Loris	Asmussen	863-763-8546
A.W.K. Industries, Inc.	P.O. Box 547872	Orlando	32854	Henry	Zielinski	407-293-1329
The Avanti Company	22 South Lake Avenue	Avon Park	33825	Mark	Conner	863-443-1055 800-284-5231
BNI, LLC (F.K.A. Bok Nyu Instrumentation)	14 Sportsman Court	Rotonda	33947	Charlie	Marcom	239-455-7008 239-398-1115
Central Florida Controls, Inc.	P.O. Box 6121	Ocala	34478	Bob or Lorrie	Schwenneker	352-347-6075
Citrus 7 Pump Station Services, Inc.	P.O. Box 172515	Tampa	33672	Ken	Husuliak	941-751-5329
Compliance Flow Testing	6566 51 Ave	Vero Beach	32967	Frank	Arizpe	772-205-4860
Delta Control Engineering, Inc.	P.O. Box 1511	Pompano Beach	33601	Jim	Foy	954-781-2142

COMPANY NAME	ADDRESS	CITY	ZIP CODE	FIRST NAME	LAST NAME	PHONE
Dept. of Agriculture & Consumer Services	305 E. N. Park Street, Suite C	Okeechobee	34972	Linda Vanessa Jared	Crane Bessy Prescott	863-462-5897 863-462-5725 863-462-5895
EMS Scientists, Engineers, Planners, Inc.	393 Center Pointe Circle, Suite 1483	Altamont Springs	32701	Bill	Kirk	800-654-5176
Earth Tech Environmental, LLC	1455 Rail Head Blvd, Suite 8	Naples	34110	Jeremy	Boone	239-304-0030
Engineering Resources of Florida	8111 High Oaks Trail	Myakka City	34251	Jim	Ashby	941-322-9433
Enviro-Tech Systems, Inc.	2308 South Parrott Ave	Okeechobee	34974	Leslie	Lewis	863-763-3143
Florida Instruments & Calibration	3901 Industry Blvd., Unit 1	Lakeland	33811	Paul	Patterson	863-648-0321
Geology & Groundwater Consultants, LLC	P.O. Box 441	Hobe Sound	33475	Herman	Taube, P.G.	772-380-5903
Hoover Pumping Systems, Inc.	2801 North Powerline Road	Pompano Beach	33069	Martha	Tigner	954-971-7350 ext. 201
HSA Engineers and Scientists, Inc.	1486-A Skees Road	West Palm Beach	33411	Tom	Emenhiser	561-688-9008
Hydro Dynamic Pumping Service Inc.	6671 W Indiantown Rd. #50-192	Jupiter	33458	Bill	Joyce	561-745-8163
Johnson Engineering, Inc.	P.O. Box 1550	Fort Myers	33902	Mike	Lohr	239-334-0046
K & B Pump, Inc.	1225 Commerce Drive	LaBelle	33935	Bob	Smith	863-675-2265
Lockhart Ag Technologies, Inc.	P.O. Box 388	Lake Harbor	33059	Mike	Lockhart	561-914-0963
Masuen Consulting, LLC	5079 N. Dixie Hwy # 323	Oakland Park	33334	Michele	Masuen	866-928-1533
McKenna Irrigation Services, Inc.	27499 Riverview Center Blvd., Suite 203	Bonita Springs	34134	Dennis	McKenna	239-948-1599
Metro PSI	922 SE 14th Place	Cape Coral	33990	Milo	Seidl	239-573-9700
Mobile Irrigation Labs <a href="http://www.freshfromflorida.com/Divisions-Offices/Agricultural-Water-Policy/Evaluate-Your-Irrigation-System/MIL-Contacts">http://www.freshfromflorida.com/Divisions-Offices/Agricultural-Water-Policy/Evaluate-Your-Irrigation-System/MIL-Contacts</a>	Provides service for several counties - Refer to web site for contact information.	-	-	-	-	-
MPS of West Palm Beach	P. O. Box 1571	Jupiter	33468	Michelle	Munsell-Miller	912-467-9557

COMPANY NAME	ADDRESS	CITY	ZIP CODE	FIRST NAME	LAST NAME	PHONE
N.P. Controls, Inc.	12511 Brucie Place	Tampa	33625	Nelson	Perez	813-961-3611
Paralee Company, Inc.	3931 Kiawa Drive	Orlando	32837	Phil	Marjason	407-948-2273
Paul Barr P.E.	3850 NW 94th Avenue	Hollywood	33024	Paul	Barr	954-295-8316
PC Controls, Inc.	132 NE 30th Street	Wilton Manors	33334	Paul	Conaway	954-415-2123
R &B Calibrations, LLC	741 20 <sup>th</sup> Street S.E.	Naples	34117	Brian	Boose	239-404-3686
Royal Consulting Services	211 West Warren Avenue	Longwood	32750	Brian	Roy	407-831-3095
Royal Consulting Services	211 West Warren Avenue	Longwood	32750	Leslie	Lewis	407-831-3095
Setpoint Automation, LLC	13260 Immokalee Rd. Suite 672	Naples	34120	Steve	Gafford	239 776-9020
Sullivan Electric & Pump, Inc.	2115 7th Avenue North	Lake Worth	33461	Gary	Sullivan	561-588-5886
Systematic Services (East), Inc.	1817 SW Macedo Blvd.	Port St. Lucie	34984	Tony	Crocco	772-343-0327
Systematic Services (West), Inc.	2080 Limbus Avenue	Sarasota	34243	Rick	Dring	941-755-4589
TAC Environmental Water Resources Consulting, Inc.	801 Maplewood Drive, Suite 8	Jupiter	33458	Paul	Whalen	561-743-5598
Utility Operations and Maintenance	925 Point Way	Lakeland	33813	Terry	Mueller	863-559-7198

Example: Condition 18 - Monthly Withdrawal Report

# South Florida Water Management District

Accept Confirmation 2023-02-08  
10:11:24

## Pumpage Report for Water Use Permit

**Permit Number:** 06-04288-W  
**Submittal Number:** 144973  
**Project Name:** COBBLESTONE COMMUNITY ASSOCIATION, INC.  
**Issued To:** Cobblestone  
**Address:** null  
**City, State, Zip:** nullnullnull  
**Phone / Fax:** 954-450-5714  
**E-mail:** manager@cobblestone.community

**If you have questions or need assistance, please contact us at [wucompliance@sfwmd.gov](mailto:wucompliance@sfwmd.gov)**

**Contact Corrections:** None

**Name of Person Completing the form:** Paola Velandia

**Phone Number:** 786-365-8416

**Date:** 2/7/2023

**Monthly Water Withdrawals (Million Gallons)**

As a reminder, monthly withdrawals can only be entered in million gallons (MG). Example: 1,525,000 gallons = 1.525; 105,000 gallons = .105; 14,000 gallons = .014

No	Requirement Name	District ID	(mm/yy) 09/2022	(mm/yy) 10/2022	(mm/yy) 11/2022	(mm/yy) 12/2022	(mm/yy) 01/2023	(mm/yy)	(mm/yy)	(mm/yy)	(mm/yy)	(mm/yy)	(mm/yy)
1	Water Use Report for PH-1	101266											
2	Water Use Report for PH-2	101267											

**Comments:**

No	Requirement Name	District ID	(mm/yy)	Comments
1	Water Use Report for PH-1	101266	09/2022	New manager took over community didn't know about process. Additionally, pump station was upgraded to Flowgaurd, so the previous flowmeter was removed.
1	Water Use Report for PH-1	101266	10/2022	New manager took over community didn't know about process. Additionally, pump station was upgraded to Flowgaurd, so the previous flowmeter was removed.
1	Water Use Report for PH-1	101266	11/2022	New manager took over community didn't know about process. Additionally, pump station was upgraded to Flowgaurd, so the previous flowmeter was removed.
1	Water Use Report for PH-1	101266	12/2022	New manager took over community didn't know about process. Additionally, pump station was upgraded to Flowgaurd, so the previous flowmeter was removed.
1	Water Use Report for PH-1	101266	01/2023	New manager took over community didn't know about process. Additionally, pump station was upgraded to Flowgaurd, so the previous flowmeter was removed.
2	Water Use Report for PH-2	101267	09/2022	New manager took over community didn't know about process. Additionally, pump station was upgraded to Flowgaurd, so the previous flowmeter was removed.
2	Water Use Report for PH-2	101267	10/2022	New manager took over community didn't know about process. Additionally, pump station was upgraded to Flowgaurd, so the previous flowmeter was removed.
2	Water Use Report for PH-2	101267	11/2022	New manager took over community didn't know about process. Additionally, pump station was upgraded to Flowgaurd, so the previous flowmeter was removed.
2	Water Use Report for PH-2	101267	12/2022	New manager took over community didn't know about process. Additionally, pump station was upgraded to Flowgaurd, so the previous flowmeter was removed.
2	Water Use Report for PH-2	101267	01/2023	New manager took over community didn't know about process. Additionally, pump station was upgraded to Flowgaurd, so the previous flowmeter was removed.

Example: Condition 21 - Reclaimed Water Feasibility Report





# City of Pembroke Pines



Frank C. Ortis, Mayor  
Jay Schwartz, Vice-Mayor  
Charles F. Dodge, City Manager

Angelo Castillo, Commissioner  
Carl Shechter, Commissioner  
Iris A. Siple, Commissioner

August 13, 2014

Re: Reclaimed Water Use  
Meadow Pines Phase II.  
Permit number: Permit #06-04288-W

To Whom It May Concern:

Per your request this is to inform you that the City of Pembroke Pines has no reclaimed water facilities available to serve the above referenced project.

If you have any further questions please call our office at 954-435-6511.

Sincerely

Karl M. Kennedy, P.E.  
Acting City Engineer

KK/dm

Example: Condition 24 - Water Use Compliance Report



## SOUTH FLORIDA WATER MANAGEMENT DISTRICT

August 20, 2018

Standard Pacific Homes, Inc.  
405 N Reo Street, Ste. 330  
Tampa, FL 33609

**Subject: 10 Year Compliance Report / Permit #: 06-04288-W**

Dear Permittee:

The water use permit referenced above has a permit/limiting condition requiring the submission of a compliance report, pursuant to Section 373.236(4), Florida Statutes (F.S.) which is due in 2018. This report shall contain sufficient data to maintain reasonable assurance that the initial conditions for permit issuance are met.

For your convenience, enclosed is a 10 Year Compliance Report form that you may choose to use to fulfill this requirement. The form and attachments are designed to assist you by providing project information currently in our database that must be verified or updated as appropriate.

You may choose to submit either the completed and signed 10 Year Compliance Report form, or an independently prepared report with sufficient data to demonstrate reasonable assurance that the initial conditions for permit issuance are met, to the South Florida Water Management District online at [www.sfwmd.gov/ePermitting](http://www.sfwmd.gov/ePermitting), by October 31, 2018.

Please do not hesitate to contact me at (561)682-2020 or via e-mail at [Bmaruria@sfwmd.gov](mailto:Bmaruria@sfwmd.gov) if you have any questions.

Sincerely,

A handwritten signature in blue ink that reads "Belen Maruri A.".

Belen Maruri A.  
Compliance Analyst  
Water Use Compliance

Cc: Shirleen McDade  
Cobblestone  
[smcdade@miamimanagement.com](mailto:smcdade@miamimanagement.com)



# South Florida Water Management District 10 Year Compliance Report Form Golf Course / Landscape / Nursery

Online reporting is available at [www.sfwmd.gov/ePermitting](http://www.sfwmd.gov/ePermitting)

Pursuant to Section 373.236(4), F.S., where necessary to maintain reasonable assurance that the conditions for issuance of a 20-year permit can continue to be met, a compliance report by the permittee may be required to be submitted for review and approval by District Staff. If your permit has a permit/limiting condition requiring a compliance report every 10 years, this form may be used to fulfill that requirement.

This form and attachments reflect information currently in our database. If there are blanks or no attachments for a category, that information will need to be provided by the Permittee. If the information provided by SFWMD is accurate, please indicate that by checking the "No Change since Permit Issuance" box. If there have been changes, please check the "Changes Include" box and provide a description of the changed information. Please complete each section entirely and if additional space is required, extra sheets/documents may be attached to the form.

Water Use Permit #: 06-04288-W Project Name: Meadow Pines Phase II

<b>PROJECT INFORMATION</b>
----------------------------

1. Irrigation System and Irrigated Acreage/Crops/Plantings:

- No change since permit issuance (as described on the attached Project Information Sheet).
- Changes include: \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- Additional project information attached.

<b>FACILITY INFORMATION</b>
-----------------------------

2. Withdrawal Facilities/Sources

- No change since permit issuance (as described on the attached Facility Information Sheet).
- Changes include: \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- Additional facility information attached.

RECEIVED

FEB 25 2019

SFWMD REGULATION

**OPERATIONAL INFORMATION**

3. Operational Plan  No change since permit issuance  Changes include: \_\_\_\_\_

Additional operational plan information attached.  Operational Plan not required by permit.

**CONSERVATION INFORMATION**

4. Conservation Methods  No change since permit issuance  Changes include: \_\_\_\_\_

Additional conservation methods information attached.

5. Describe the effectiveness of conservation methods implemented (if applicable): \_\_\_\_\_

Additional conservation information attached.

**NOTE:** For specific conservation requirements, please refer to your permit and the Basis of Review for Water Use Permit Applications (permits issued prior to July 14, 2014) or the Applicant's Handbook for Water Use Permit Applications (permits issued on or after July 14, 2014).

**CONTACT INFORMATION**

Permittee Name: Standard Pacific Homes *Cobblestone Community Assoc. Inc.* Phone: (813) 288-7737

Email: mhernandez@miamimanagement.com

Is the current owner (or Lessee) different from the Permittee listed above?

No  Yes, ownership or updated lease information is attached.

Compliance Contact Name: Shirleen McDade *Maria T. Hernandez* Phone: (954) 450-5714

Email: smcdade@miamimanagement.com *mhernandez*

I certify that to the best of my knowledge and belief all of the information on this form is correct. I understand that making any material false statement on this form or in any attachments to it may result in revocation, in whole or in part, of the permit [Section 373.243(1), Florida Statutes].

If this document is not signed by the Permittee, documentation authorizing the signer to act on behalf of the Permittee must be attached, if not previously submitted for this permit.

- Permittee authorization previously submitted for this permit.
- Authorization letter attached.

Report Submitted by: Maria T. Hernandez Signature: [Signature]  
(Print Name)

Date Submitted: 11/20/19

For assistance, please contact: [wucompliance@sfwmd.gov](mailto:wucompliance@sfwmd.gov)

# PROJECT INFORMATION

Permit #: 06-04288-W

Project Name: Meadow Pines Phase II

Parcel Name	Irrigation Sys	Crop Name	Start Month	Season Length	Irr Acres	Project Acreage
MEADOW PINES PHASE II	Sprinkler	turf	01/01/08	12	22.7	22.7

Irrigation Sys: The type of irrigation system used to irrigate the parcel

Start Month: The month planting typically begins

Season Length: Number of planting months for the parcel

Irr Acres: The number of acres for each parcel

Project Acreage: Total irrigated acreage of all parcels

# FACILITY INFORMATION

**Permit #:** 06-04288-W

**Project Name:** Meadow Pines Phase II

Facility ID	Facility Name	Facility Type	Status	Facility Source Name
165658	Pump 2	PUMP	E	On-site Lake(s)
165660	Pump 1	PUMP	E	On-site Lake(s)
225107	Pump 3	PUMP	E	South Broward Drainage District
225108	Pump 4	PUMP	E	South Broward Drainage District

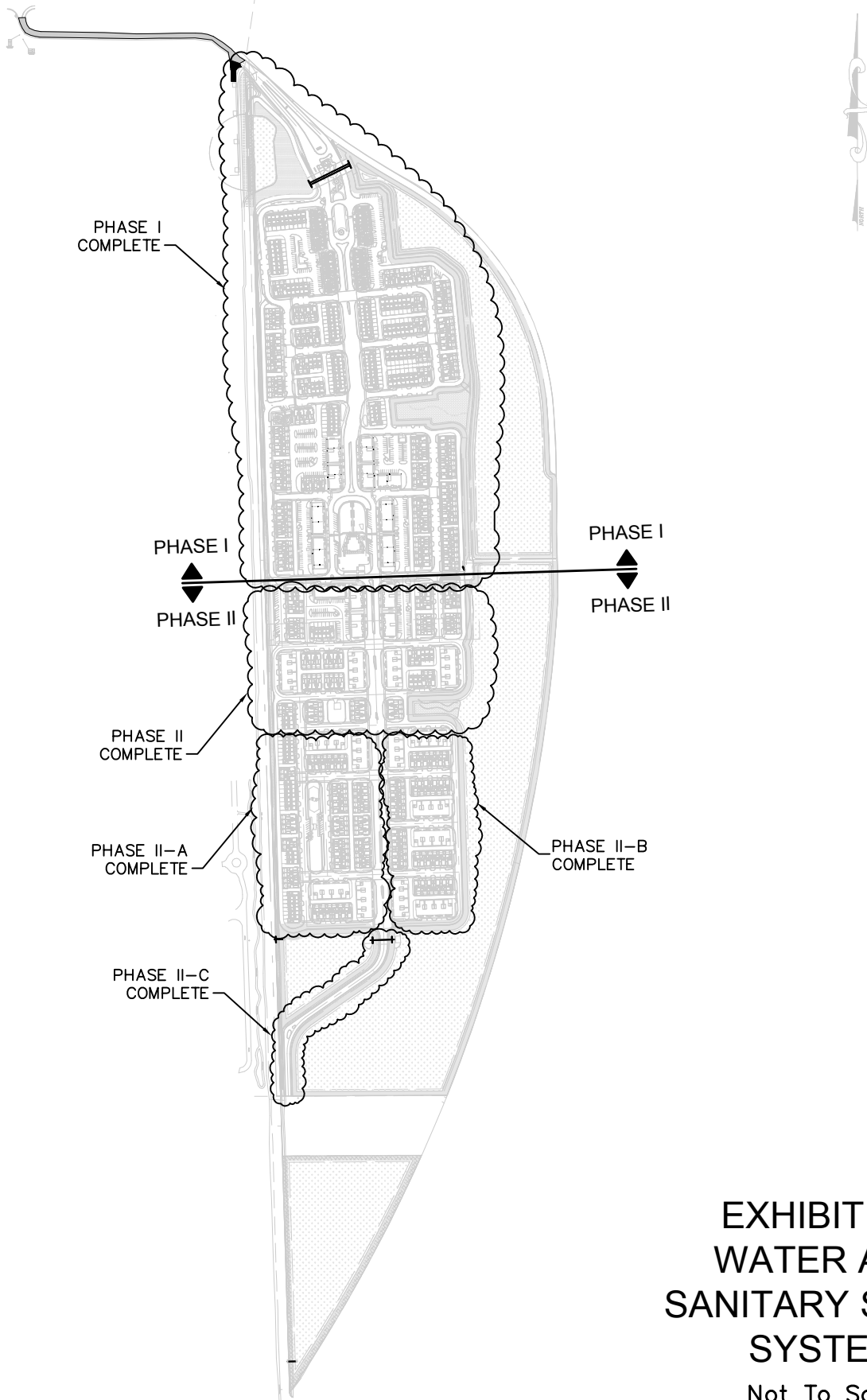
Facility ID = The unique identification number assigned by the regulatory database for each facility (located on the Well/Pump/Culvert exhibit of your permit).

Facility Name = The name of the facility provided by the applicant.

Status: A = Abandoned, E = Existing and P = Proposed

## Exhibit “H” – Water and Sanitary Sewer System





**EXHIBIT "H"**  
**WATER AND**  
**SANITARY SEWER**  
**SYSTEM**

Not To Scale

**STE Sun-Tech**  
 Engineering, Inc.  
 Engineers • Planners • Surveyors

4577 Nob Hill Road, Suite 102  
 Sunrise, FL 33351  
 www.suntecheng.com

Certificate of Auth. #7067/LB 7019  
 Phone (954) 777-3123  
 Fax (954) 777-3114

*MEADOW PINES COMMUNITY DEVELOPMENT  
 DISTRICT PEMBROKE PINES, FL*

STE PROJECT No. 10-3343

DATE: 05-20-2022

WATER & SANITARY S.	
EXHIBIT H	
BY: F.V	REV: C.L

## Exhibit “I” – Insurance Carried by the District



PUBLIC ENTITY  
COMMON AGREEMENT DECLARATIONS

Agreement Number: 100122048

NAMED COVERED PARTY AND MAILING ADDRESS:

Meadow Pines Community Development District  
c/o Special District Services, Inc.  
2501A Burns Road  
Palm Beach Gardens, FL 33410

AGREEMENT PERIOD: From: October 1, 2022 To: October 1, 2023  
At 12:01 a.m. Standard Time at your mailing address shown above

In return for the payment of the premium, and subject to all the terms and conditions of this agreement, we agree with you to provide the coverage as stated in this agreement.

This agreement consists of the following coverage parts for which a premium is indicated. This premium may be subject to adjustment.

COVERAGE PART	PREMIUM
General Liability	Included
Property	Not Included
Inland Marine	Not Included
Automobile Liability	Not Included
Hired Non-Owned Auto	Included
Employment Practices Liability	Included
Public Officials Liability	Included
Crime	Not Included
Deadly Weapon Protection	Not Included
<b>Total</b>	<b>\$6,134</b>

FORMS APPLICABLE TO ALL COVERAGE PARTS: See Schedule of forms and Endorsements – FIA 003.

THESE DECLARATIONS TOGETHER WITH THE COMMON AGREEMENT CONDITIONS, COVERAGE PARTS, SUPPLEMENTAL DECLARATIONS, FORMS AND ENDORSEMENTS, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED AGREEMENT.

Countersigned: November 17, 2022  
Date

By:   
Authorized Representative



**PUBLIC ENTITY  
COMMON POLICY CONDITIONS**

All Coverage Parts included in this Policy are subject to the following conditions:

**A. CANCELLATION**

1. The first Named Insured shown in the Declarations may cancel this Policy by mailing or delivering to us advance written notice of cancellation.
2. If this Policy has been in effect for 90 days or less, we may cancel this Policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. 60 days before the effective date of cancellation if we cancel for any other reason.

However, if this Policy includes Automobile coverage for Personal Injury Protection, Property Damage Liability Coverage or both and:

- (1) Such coverage is new or a renewal of existing coverage, then this Policy may not be cancelled by the first Named Insured during the first 60 days immediately following the effective date or renewal date except for one of the following reasons:
    - (a) The covered **auto** is completely destroyed such that it is no longer operable;
    - (b) Ownership of the covered **auto** is transferred; or
    - (c) The Named Insured has purchased another policy covering the motor vehicle insured under this Policy.
  - (2) It is a new coverage to the Policy, we may not cancel the Policy during the first 60 days immediately following the effective date for nonpayment of premium unless a check used to pay us is dishonored for any reason or any other type of premium payment is subsequently determined to be rejected or invalid.
3. If this Policy has been in effect for more than 90 days, we may cancel this Policy only for one or more of the following reasons:
  - a. Nonpayment of premium;
  - b. This Policy was obtained by a material misstatement;
  - c. Failure to comply with underwriting requirements established by us within 90 days of the effective date of coverage;
  - d. A substantial change in the risk covered by this Policy; or
  - e. The cancellation is for all insureds under such policies for a given class of insureds.

Under this paragraph 3., we may cancel this Policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium;  
or

(2) 30 days before the effective date of cancellation if we cancel for any reason listed in **b.** through **e.** above.

4. We will mail or deliver our notice, including the reason for cancellation, to the first Named Insured's last mailing address known to us.
5. Notice of cancellation will state the effective date of cancellation. The Policy Period will end on that date.
6. If this Policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata, subject to condition **G. MINIMUM EARNED PREMIUM**. If the first Named Insured cancels, the refund may be less than pro rata, subject to condition **G. MINIMUM EARNED PREMIUM**.

If the return premium is not refunded with the notice of cancellation or when this Policy is returned to us, we will mail the refund within 15 working days after the date cancellation takes effect, unless this is an audit policy.

If this is an auditable policy, then, subject to your full cooperation with us or our agent in securing the necessary data for audit, we will return any premium refund due within 90 days of the date cancellation takes effect. If our audit is not completed within this time limitation, then we shall accept your own audit, and any premium refund due shall be mailed within 10 working days of receipt of your audit.

7. The cancellation will be effective even if we have not made or offered a refund.
8. If notice is mailed, proof of mailing will be sufficient proof of notice.
9. Your failure to make timely payment of premium shall be considered a request by you for us to cancel on your behalf. In the event of such cancellation for non-payment of premium, the minimum earned premium shall be due and payable; provided, however, such cancellation shall be rescinded if you remit and we receive the full premium within 10 days after the date of issuance of the cancellation notice.

## **B. CHANGES**

This Policy contains all the agreements between you and us concerning the coverage afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this Policy with our consent.

This Policy's terms can be amended or waived only by endorsement issued by us and made a part of this Policy.

## **C. CONTROL OF PROPERTY**

Any act or neglect of any person other than you beyond your direction or control will not affect this Policy.

## **D. EXAMINATION OF YOUR BOOKS AND RECORDS**

We may examine and audit your books and records as they relate to this Policy at any time during the Policy Period and up to three years afterward.

## **E. INSPECTIONS AND SURVEYS**

We have the right but are not obligated to:

1. Make inspections and surveys at any time;
2. Give you reports on the conditions we find; and
3. Recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

1. Are safe or healthful; or
2. Comply with laws, regulations, codes or standards.

This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

#### **F. LIBERALIZATION**

If we adopt any revision that would broaden the coverage under this Policy without additional premium within 45 days prior to or during the coverage period, the broadened coverage will immediately apply to this Policy.

#### **G. MINIMUM EARNED PREMIUM**

In the event of cancellation of this Policy, a minimum premium of 25% of written premium for the Policy therein shall become earned, subject to any provision of the Policy to the contrary notwithstanding.

#### **H. OTHER COVERAGE OR INSURANCE**

1. The following applies except when paragraph 2. is applicable:

You may have other coverage or insurance subject to the same plan, terms, conditions and provisions as the coverage under one or more Coverage Parts of this Policy. If you do, we will pay our share of the covered loss or damage. Our share is the lesser of:

- a. The proportion that the Limit of Coverage for the applicable coverage in the Coverage Part of our Policy bears to the total of the limits of all the policies covering on the same basis; or
- b. The amount retained by us when we are a named insured on reinsurance or excess of loss coverage purchased on behalf of our members.

Additionally, in the event an occurrence exhausts a limit purchased by us on behalf of multiple members, payment to you for a covered loss will be reduced pro-rata based on the amounts of covered loss by member.

Our administrator will retain reinsurance or excess of loss coverage policies purchased on behalf of our members.

2. If the Excess Coverage Part is included in this Policy, then paragraph 1. above does not apply to the Excess Coverage Part and the Other Insurance condition included in the Excess Coverage Part will apply.

#### **I. PREMIUMS**

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

#### **J. SUBROGATION**

In the event of any payment under this Policy, we shall be subrogated to all of your rights of recovery therefore against any person or organization, and you shall execute and deliver instruments and

papers and do whatever else is necessary to secure such rights. You shall not act (or fail to act, as the case may be) in any manner that will prejudice our subrogation rights.

**K. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS COVERAGE AGREEMENT**

Your rights and duties under this Policy may not be transferred without our written consent.

**L. DUTY TO DEFEND**

We shall have the right and duty to defend any covered claim brought against the Insured even if such claim is groundless, false or fraudulent. The Insured shall not admit or assume liability or settle or negotiate to settle any claim or incur any claims expenses without our prior written consent, and we have the right to appoint counsel and to make such investigation and defense of a covered claim as we deem necessary.

**M. TWO OR MORE COVERAGE FORMS**

If more than one Coverage Form or policy issued to you by us or any company affiliated with us applies to the same **occurrence**, offense, **accident**, **wrongful act**, **loss**, claim, or **suit**, the maximum Limit of Liability under all of the Coverage Forms will not exceed the highest applicable Limit of Liability under any one Coverage Form.

The Retention or Deductible applicable to any such **occurrence**, offense, **accident**, **wrongful act**, **loss**, claim, or **suit** will be the Retention or Deductible applicable to the Coverage Form which has the highest applicable Limit of Liability, unless the Coverage Form has been endorsed to provide a separate Limit of Liability and Retention or Deductible that apply to that specific risk. If the Limit of Liability is the same for all Coverage Forms, the lowest applicable Retention or Deductible will apply.

**N. NONRENEWAL**

1. If we decide not to renew this Policy, we will mail or deliver to the first Named Insured written notice of nonrenewal, accompanied by the reason for nonrenewal, at least 60 days prior to the expiration of this Policy.
2. Any notice of nonrenewal will be mailed or delivered to the first Named Insured at the last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

**O. COVERAGE INQUIRIES AND COMPLAINT ISSUES**

If an Insured needs information regarding coverage, has a coverage inquiry or needs assistance resolving a complaint arising out of or relating to this coverage, we can be reached at 1-888-259-3010.



**PUBLIC ENTITY  
POLICY FORMS LIST**

NAMED INSURED: Meadow Pines Community Development District  
POLICY NO: 100122048

**Form Name**

FIA 001 (10 19) - Common Agreement Declarations  
FIA 002 (10 19) - Common Agreement Conditions  
FIA 003 (10 19) - Coverage Agreement Forms List  
FIA 030 (10 19) - General Liability Declarations  
FIA 300 (07 20) - General Liability - Coverage Form  
FIA 303 (10 19) - General Liability - Employee Benefits Liability Coverage  
FIA 305 (10 19) - General Liability - FIA Endorsement  
FIA 306 (10 19) - General Liability – Deductible Coverage  
FIA 310 (02 19) - General Liability – Cap on Losses from Certified Acts of Terrorism  
FIA 040 (10 19) - Public Officials' Liability and Employment Practices Declarations  
FIA 400 (07 20) - Public Officials' Liability and Employment Practices Liability Coverage Form  
FIA 405 (10 19) - Extra Contractual Legal Expense Coverage Endorsement  
FIA 407 (10 19) - Cyber Liability Endorsement  
FIA 050 (10 19) - Automobile Liability Declarations  
FIA 500 (10 19) - Automobile Liability Coverage Form  
FIA 501 (10 19) - Automobile Liability – Florida Endorsement  
FIA 506 (10 19) - Automobile Liability – Deductible Liability Coverage  
FIA 509 (10 19) - Florida Personal Injury Protection  
FIA 511 (10 19) - Pollution Liability – Broadened Coverage For Covered Autos  
FIA 600 (10 19) - Automobile and General Liability - Nuclear Energy Liability Exclusion Endorsement  
FIA 602 (10 19) - Automobile and General Liability - Automatic Additional Covered Parties  
FIA 604 (10 20) - Additional Covered Party Endorsement Management Company  
FIA 901 (10 19) - Two or More Coverage Forms





**PUBLIC ENTITY  
GENERAL LIABILITY DECLARATIONS**

NMAED INSURED: Meadow Pines Community Development District  
 POLICY NO: 100122048  
 POLICY PERIOD: October 1, 2022 - October 1, 2023

**SCHEDULE OF COVERAGES AND LIMITS OF COVERAGE**

Coverage is only provided for the coverages indicated by a check mark (☑).

<b><u>Deductibles</u></b>			
	Bodily Injury and Property Damage		None
	Employees Benefits Liability		None
<b><u>Coverage</u></b>			
<input checked="" type="checkbox"/>	Bodily Injury and Property Damage	\$1,000,000	Per Occurrence
	Personal Injury and Advertising Injury	Included	Per Person or Organization
	Products / Completed Operation	Included	
	Aggregate Limit		
	Medical Payments	\$5,000	
<input checked="" type="checkbox"/>	Employees Benefits Liability	\$1,000,000	Per Occurrence
<input checked="" type="checkbox"/>	Fire Damage Limit	Included	Any One Premise
<input checked="" type="checkbox"/>	No Fault Sewer Backup	\$25,000	Per Claimant
		\$250,000	Aggregate Limit
<input checked="" type="checkbox"/>	Pesticide/Herbicide Limit	\$1,000,000	Per Occurrence and Aggregate Limit

FORMS APPLICABLE TO ALL COVERAGE PARTS: See Policy Forms List – FIA 003

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PARTS, FORMS AND ENDORSEMENTS, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.



**PUBLIC ENTITY  
GENERAL LIABILITY COVERAGE FORM (Occurrence)  
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**PUBLIC ENTITY  
GENERAL LIABILITY COVERAGE FORM (Occurrence)**

Various provisions in this Coverage Form restrict coverage. Read the entire Coverage Form carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Form the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this Coverage Form. The words "we," "us" and "our" refer to Florida Insurance Alliance which is the Insurer providing this coverage.

"Insured" means any person or organization qualifying as such under **SECTION II - WHO IS AN INSURED**.

Other words and phrases that appear in **bold-faced type** have special meaning. Refer to **SECTION V - DEFINITIONS**.

**SECTION I – COVERAGES**

**A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**

**1. Coverage Agreement**

a. We will pay those sums that the Insured becomes legally obligated to pay as damages, because of **bodily injury** or **property damage** to which this Coverage Agreement applies. We will have the right and duty to defend the Insured against any **suit** seeking those damages. However, we will have no duty to defend the Insured against any **suit** seeking damages for **bodily injury** or **property damage** to which this Coverage Agreement does not apply. We may, at our discretion, investigate any **occurrence** and settle any claim or **suit** that may result. But:

- (1) The amount we will pay for damages is limited as described in **SECTION III - LIMITS OF LIABILITY**;
- (2) Our right and duty to defend ends when we have used up the applicable limit of liability in the payment of judgments or settlements under Coverages **A.** or **B.**; and
- (3) Our obligation under the Coverage **A. Bodily Injury and Property Damage Liability** to pay damages on the Insured's behalf applies only to the amount of damages in excess of any Deductible amounts stated in the Declarations applicable to such coverages.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SUPPLEMENTARY PAYMENTS - COVERAGES A. AND B.**

b. This coverage applies to **bodily injury** and **property damage** only if:

- (1) The **bodily injury** or **property damage** is caused by an **occurrence** that takes place in the **coverage territory**;
- (2) The **bodily injury** or **property damage** occurs during the Policy Period; and
- (3) Prior to the Policy Period, no Insured listed under Paragraphs **A.** through **F.** of **SECTION II – WHO IS AN INSURED** and no **employee** authorized by you to give or receive notice of

an **occurrence** or claim, knew that the **bodily injury** or **property damage** had occurred, in whole or in part. If such a listed Insured or authorized **employee** knew, prior to the Policy Period, that the **bodily injury** or **property damage** occurred, then any continuation, change or resumption of **bodily injury** or **property damage** during or after the Policy Period will be deemed to have been known prior to the Policy Period.

- c. **Bodily injury** or **property damage** which occurs during the Policy Period and was not, prior to the Policy Period, known to have occurred by any Insured listed under Paragraphs **A** through **F**. of **SECTION II – WHO IS AN INSURED** or any **employee** authorized by you to give or receive notice of an **occurrence** or claim, includes any continuation, change or resumption of that **bodily injury** or **property damage** after the end of the Policy Period.
- d. **Bodily injury** or **property damage** will be deemed to have been known to have occurred at the earliest time when any Insured listed under Paragraphs **A**. through **F**. of **SECTION II – WHO IS AN INSURED** or any **employee** authorized by you to give or receive notice of an **occurrence** or claim:
  - (1) Reports all, or any part, of the **bodily injury** or **property damage** to us or any other insurer;
  - (2) Receives a written or verbal demand or claim for damages because of the **bodily injury** or **property damage**; or
  - (3) Becomes aware by any other means that **bodily injury** or **property damage** has occurred or has begun to occur.
- e. Damages because of **bodily injury** include damages claimed by any person or organization for care, loss of services or death resulting at any time from the **bodily injury**.

## 2. Exclusions

This Coverage Agreement does not apply to:

### a. Expected or Intended Injury

**Bodily injury** or **property damage** expected or intended from the standpoint of the Insured. This exclusion does not apply to **bodily injury** resulting from the use of reasonable force to protect persons or property.

### b. Contractual Liability

**Bodily injury** or **property damage** for which the Insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) Assumed in a contract or agreement that is an **insured contract**, provided the **bodily injury** or **property damage** occurs subsequent to the execution of the contract or agreement; or
- (2) That the Insured would have in the absence of the contract or agreement.

### c. Liquor Liability

**Bodily injury** or **property damage** for which any Insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of

alcoholic beverages.

This exclusion applies even if the claims against any Insured allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by that Insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the **occurrence** which caused the **bodily injury** or **property damage**, involved that which is described in Paragraph **(1)**, **(2)** or **(3)** above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

**d. Workers' Compensation And Similar Laws**

Any obligation of the Insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

**e. Employer's Liability**

**Bodily injury** to:

**(1)** An **employee** of the Insured arising out of and in the course of:

- (a) Employment by the Insured; or
- (b) Performing duties related to the conduct of the Insured's business; or

**(2)** The spouse, child, parent, brother or sister of that **employee** as a consequence of paragraph **(1)** above.

This exclusion applies whether the Insured may be liable as an employer or in any other capacity; and to any obligation to share damages with or repay someone else who must pay damages because of the **bodily injury**.

This exclusion does not apply to liability assumed by the Insured under an **insured contract**.

**f. Pollution**

**(1) Bodily injury** or **property damage** arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants**:

- (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any Insured;
- (b) At or from any premises, site or location which is or was at any time used by or for any Insured or others for the handling, storage, disposal, processing or treatment of waste;
- (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any Insured or any person or organization for whom you may be legally responsible;
- (d) At or from any premises, site or location on which any Insured or any contractors or

subcontractors working directly or indirectly on any Insured's behalf are performing operations:

(i) If the pollutants are brought on or to the premises, site or location in connection with such operations by such Insured, contractor or subcontractor; or

(ii) If the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants.

(e) At or from any premises, site or location on which any Insured or any contractors or subcontractors working directly or indirectly on any Insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, **pollutants**.

(f) At or from any premises, site, or location which is or was at any time the responsibility of any Insured to maintain, including but not limited to streets, roads, paths, beaches, waterways, lakes, rivers, canals, retention ponds, bridges, aquifers, or easements.

Subparagraphs (a) and (d)(i) do not apply to **bodily injury** or **property damage** arising out of heat, smoke or fumes from a hostile fire.

As used in this exclusion, a hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any Insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **pollutants**; or

(b) Claim or **suit** by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of **pollutants**.

However, this paragraph does not apply to liability for damages because of **property damage** that the Insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or **suit** by or on behalf of a governmental authority.

#### g. Auto Or Watercraft

**Bodily injury** or **property damage** arising out of the ownership, maintenance, use or entrustment to others of any **auto** or watercraft owned or operated by or rented or loaned to any Insured. Use includes operation and **loading or unloading**.

This exclusion applies even if the claims against any Insured allege negligence or other wrong doing in the supervision, hiring, employment, training or monitoring of others by that Insured, if the **occurrence** which caused the **bodily injury** or **property damage** involved the ownership, maintenance, use or entrustment to others of any **auto** or watercraft that is owned or operated by or rented or loaned to any Insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

- (2) A watercraft less than 52 feet long that is not being used to carry persons or property for a charge;
- (3) Parking an **auto** on, or on the ways next to, premises you own or rent, provided the **auto** is not owned by or rented or loaned to you or the Insured;
- (4) Liability assumed under any **insured contract** for the ownership, maintenance or use of watercraft; or
- (5) **Bodily injury** or **property damage** arising out of the operation of any of:
  - (a) The equipment listed in paragraph 5.(1) or 5.(2) of the definition of **mobile equipment** in SECTION V - DEFINITIONS; or
  - (b) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of **mobile equipment** if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

**h. Mobile Equipment**

**Bodily injury** or **property damage** arising out of:

- (1) The transportation of **mobile equipment** by an **auto** owned or operated by or rented or loaned to any Insured; or
- (2) The use of **mobile equipment** in, or while in practice or preparation for, a prearranged racing, speed, demolition, or stunting activity.

**i. Damage to Property**

**Property damage** to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the **property damage** arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the Insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the **property damage** arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it.

Paragraph (2) of this exclusion does not apply if the premises are **your work** and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to **property damage** included in the **products- completed operations hazard**.

This exclusion does not apply to personal property held by the Insured as a result of seizure

or confiscation.

**j. Damage to Your Product**

**Property damage to your product** arising out of it or any part of it.

**k. Damage to Your Work**

**Property damage to your work** arising out of it or any part of it and included in the **products-completed operations hazard**.

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

**l. Damage to Impaired Property or Property Not Physically Injured**

**Property damage to impaired property** or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in **your product** or **your work**;  
or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to **your product** or **your work** after it has been put to its intended use.

**m. Recall of Products, Work or Impaired Property**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) **Your product**;
- (2) **Your work**; or
- (3) **Impaired property**; if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

**n. Racketeering**

Any damages arising out of any actual or alleged violation of the Racketeer Influence and Corrupt Organizations Act, 18 USC or any amendments thereto, or any rules or organizations promulgated thereunder.

**o. Law Enforcement**

**Bodily injury** or **property damage** arising out of any actual or alleged act or omission resulting from law enforcement activities of any police department or any other law enforcement agencies, including their agents or employees. This exclusion does not apply to Claims arising out of any actual or alleged acts or omissions by school employees or volunteers that have been certified as school guardians under Florida Statute 30.15 and appointed to serve their schools as a safe-school officer under Florida Statute 1006.12.

**p. Asbestos**

**Bodily injury** or **property damage** arising out of inhaling, ingesting or prolonged exposure to asbestos or goods or products containing asbestos, or the use of asbestos in constructing



or manufacturing any good, product or structure, or the removal of asbestos from any good, product or structure, or the manufacture, sale, transportation, storage or disposal of asbestos or goods or products containing asbestos.

**q. Personal and Advertising Injury**

**Bodily injury or property damage** arising out of **personal injury or advertising injury**.

**r. Mold, Fungi, or Bacteria**

**(1) Bodily injury or property damage** which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any **fungi** or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.

**(2)** Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, **fungi** or bacteria, by any Insured, or by any other person or entity.

This exclusion does not apply to any **fungi** or bacteria that are, are on, or are contained in, a good or product intended for consumption.

The coverage afforded by this agreement does not apply to payment for the investigation or defense of any loss, injury or damage or any cost, fine or penalty or for any expense or claim or suit related to any of the above.

**s. Distribution of Material In Violation Of Statutes**

Any loss, cost or damages arising directly or indirectly out of any action or omission that violates or is alleged to violate:

**(1)** The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or

**(2)** The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

**(3)** The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

**(4)** Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

**t. Electronic Vandalism**

Any loss, injury, damages, cost or expense caused directly or indirectly by Electronic Vandalism. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss. As used in this exclusion, Electronic Vandalism means:

**(1)** Willful or malicious destruction of computer programs, content, instructions or other electronic or digital data stored within computer systems.

**(2)** Unauthorized computer code or programming that:

**(a)** Deletes, distorts, corrupts or manipulates computer programs, content, instructions

or other electronic or digital data, or otherwise results in damage to computers or computer systems or networks to which it is introduced;

- (b) Replicates itself, impairing the performance of computers or computer systems or networks; or
- (c) Gains remote control access to data and programming within computers or computer systems or networks to which it is introduced, for uses other than those intended for authorized users of the computers or computer systems or networks.

With respect to any activity that comes within the terms of exclusion **u. War and Military Action** and involves Electronic Vandalism, exclusion **u. War and Military Action** supersedes this exclusion **t. Electronic Vandalism**.

**u. War and Military Action**

**Bodily injury** or **property damage**; however caused, arising, directly or indirectly, out of:

- (1) Hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack:
  - (a) By any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces;
  - (b) By military, naval or air forces; or
  - (c) By an agent of any such government, power, authority or forces.
- (2) Invasion, insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence. Any discharge, release, explosion or use of any chemical or biological agent, or any weapon or device of war employing nuclear fission or fusion, will be conclusively presumed to be such a hostile or warlike action by such a government, power, authority or forces.

With respect to any action that comes within the terms of this exclusion **u. War and Military Action** and:

- (a) Involves nuclear reaction or radiation, or radioactive contamination, this exclusion **u. War and Military Action** supersedes exclusion **v. Nuclear Hazard**;
- (b) Involves a discharge, dispersal, seepage, migration, release, escape or application of any pathogenic or poisonous biological or chemical materials, this exclusion **u. War and Military Action** supersedes exclusion **w. Pathogenic or Poisonous Biological or Chemical Materials**;
- (c) Involves Electronic Vandalism as defined in exclusion **t. Electronic Vandalism**, this exclusion **v. War and Military Action** supersedes exclusion **t. Electronic Vandalism**.

**v. Nuclear Hazard**

**Bodily injury** or **property damage** alleging, based upon, arising out or attributable to the planning, construction, maintenance, operation or use of any nuclear reactor, nuclear waste storage or disposal site or any other nuclear facility; the transportation of nuclear material; or any nuclear reaction or radiation, or radioactive contamination, regardless of its cause.

**w. Punitive Damages**

Punitive or exemplary damages.

**x. Electronic Data**

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

However, this exclusion does not apply to liability for damages because of bodily injury.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

**y. Electromagnetic Radiation**

**Bodily injury or property damage** arising directly or indirectly out of, resulting from, caused or contributed to by electromagnetic radiation; provided that such loss, cost or expense results from or is contributed to by the hazardous properties of electromagnetic radiation. This includes any costs for the actual or threatened abatement, mitigation, or removal.

**z. Sexual Abuse and/or Sexual Molestation**

**Bodily injury or property damage** arising out of:

- (1) The actual, alleged or threatened **sexual abuse, sexual molestation** and/or exploitation of any person while in the care, custody or control of any Insured; or
- (2) The negligent employment, investigation, supervision, the reporting or failure to report to proper authorities, or the retention of a person for whom any Insured is or ever was legally responsible and whose conduct would be excluded by (1) above; or
- (3) Any other situation or circumstance that directly or indirectly constitutes actual, threatened or alleged **sexual abuse or sexual molestation**, however caused.

**aa. Employee Practices**

**Bodily injury, personal injury, advertising injury, or property damage** arising from an **employee wrongful act**.

Exclusions **c.** through **m.** and **u.** do not apply to damage by fire to premises rented to you. A separate limit of liability applies to this coverage as described in **SECTION III - LIMITS OF LIABILITY**.

**3. Coverage Extension – Herbicides and Pesticides**

We will pay the lesser of the Bodily Injury and Property Damage Per Occurrence limit or \$1,000,000 whichever is less, for damages, defense costs and/or claims expenses because of **bodily injury or property damage** caused by an **occurrence**, which result from any **suits** otherwise covered, arising in whole or in part out of the application of herbicides and/or pesticides.

Our limit of liability shall not exceed the lesser of the General Aggregate Limit or \$1,000,000 in the aggregate whichever is less for all damages defense cost and/or claims expenses, which result from any and all, covered **suits** arising out of the application of such herbicides and/or pesticides.

With respect to coverage for herbicides and pesticides, exclusion **f.(1)(d)** does not apply to **bodily injury or property damage** if **your work** and **your product** or the product that you used meet all standards of any statute, ordinance, regulation or license requirement of any federal, state or local government that were in effect at the time of the application of the herbicides or pesticides.

**B. PERSONAL AND ADVERTISING INJURY LIABILITY**

**1. Coverage Agreement**

a. We will pay those sums that the Insured becomes legally obligated to pay as damages because of **personal injury** or **advertising injury** to which this coverage form applies. We will have the right and duty to defend the Insured against any **suit** seeking those damages. However, we will have no duty to defend the Insured against any **suit** seeking damages for **personal injury** or **advertising injury** to which this coverage does not apply. We may, at our discretion, investigate any **occurrence** or offense and settle any claim or **suit** that may result. But:

(1) The amount we will pay for damages is limited as described in **SECTION III - LIMITS OF LIABILITY**; and

(2) Our right and duty to defend end when we have used up the applicable limit of coverage in the payment of judgments or settlements under Coverage **A.** or **B.**

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SUPPLEMENTARY PAYMENTS - COVERAGES A. and B.**

b. This coverage agreement applies to:

(1) **Personal injury** caused by an offense arising out of your business, excluding advertising, publishing, broadcasting or telecasting done by or for you; and

(2) **Advertising injury** caused by an offense committed in the course of advertising your goods, products or services.

c. This coverage applies to **personal injury** and **advertising injury** only if:

(1) The **personal injury** or **advertising injury** is caused by an **occurrence** that takes place in the **coverage territory**; and

(2) The **personal injury** or **advertising injury** occurs during the Policy Period.

## 2. Exclusions

This Coverage Agreement does not apply to:

a. **Personal injury** or **advertising injury**:

(1) Caused by or at the direction of the Insured with the knowledge that the act would violate the rights of another and would inflict **personal injury** or **advertising injury**;

(2) Arising out of oral or written publication of material, if done by or at the direction of the Insured with knowledge of its falsity;

(3) Arising out of oral or written publication of material whose first publication took place before the beginning of the Policy Period;

(4) Arising out of a criminal act committed by or at the direction of the Insured; or

(5) For which the Insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the Insured would have in the absence of the contract or agreement.

b. **Advertising injury** arising out of:

(1) Breach of contract, other than misappropriation of advertising ideas under an implied contract;

(2) The failure of goods, products or services to conform with advertised quality or performance;

(3) The wrong description of the price of goods, products or services; or

- c. **Personal injury or advertising injury** arising out of an offense committed by an Insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 1. and 2. in the definition of **personal injury** under **SECTION V - DEFINITIONS**.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

- d. **Personal injury or advertising injury** expected or intended from the standpoint of the Insured.
- e. **Personal injury or advertising injury** arising out of any act or omission resulting from law enforcement activities of any police department or any other law enforcement agencies, including their agents or employees.
- f. **Personal injury or advertising injury** arising out of inhaling, ingesting or prolonged exposure to asbestos or goods or products containing asbestos, or the use of asbestos in constructing or manufacturing any good, product or structure, or the removal of asbestos from any good, product or structure, or the manufacture, sale, transportation, storage or disposal of asbestos or goods or products containing asbestos.
- g. **Personal injury or advertising injury** which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any **fungi** or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
- h. **Personal injury or advertising injury** arising out of an electronic chatroom or bulletin board the Insured hosts, owns, or over which the Insured exercises control.
- i. **Personal injury or advertising injury** arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants** at any time.
- j. Any loss, cost or expense arising out of any:
- (1) Request, demand, order or statutory or regulatory requirement that any Insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, **pollutants**; or
  - (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, **pollutants**.
- k. **Personal injury or advertising injury**, however caused, arising, directly or indirectly, out of war, including undeclared or civil war, warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents, or insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

- l. Personal injury or advertising injury** arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your **advertisement**.

However, this exclusion does not apply to infringement, in your **advertisement**, of copyright, trade dress or slogan.

- m. Personal injury or advertising injury** arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

- n. Personal injury or advertising injury** arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1)** The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

- (2)** The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

- (3)** The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

- (4)** Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

- o. Personal injury or advertising injury** arising directly or indirectly out of, resulting from, caused or contributed to by electromagnetic radiation; provided that such loss, cost or expense results from or is contributed to by the hazardous properties of electromagnetic radiation. This includes any costs for the actual or threatened abatement, mitigation, or removal.

- p. Personal injury or advertising injury** arising out of:

- (1)** The actual, alleged or threatened **sexual abuse, sexual molestation** and/or exploitation of any person while in the care, custody or control of any Insured; or

- (2)** The negligent employment, investigation, supervision, the reporting or failure to report to proper authorities, or the retention of a person for whom any Insured is or ever was legally responsible and whose conduct would be excluded by **(1)** above; or

- (3)** Any other situation or circumstance that directly or indirectly constitutes actual, threatened or alleged **sexual abuse** or **sexual molestation**, however caused.

### **C. MEDICAL PAYMENTS (Only provided if limits are shown on Declarations Page)**

#### **1. Coverage Agreement**

- a.** We will pay medical expenses as described below for **bodily injury** caused by an accident:

- (1)** On premises you own or rent;

- (2)** On ways next to premises you own or rent; or

- (3)** Because of your operations;

provided that:

- (a)** The accident takes place in the **coverage territory** and during the Policy Period;

- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
  - (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.
- b. We will make these payments regardless of fault. These payments will not exceed the applicable Limit of Liability as shown in the Declarations. We will pay reasonable expenses for:
  - (1) First aid administered at the time of an accident;
  - (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
  - (3) Necessary ambulance, hospital, professional nursing and funeral services.

## 2. Exclusions related to Medical Payments

We will not pay expenses for **bodily injury**:

### a. Any Insured

To any Insured, except **volunteer workers**.

### b. Hired Person

To a person hired to do work for or on behalf of any Insured or a tenant of any Insured.

### c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

### d. Workers Compensation And Similar Laws

To a person, whether or not an **employee** of any Insured, if benefits for the **bodily injury** are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

### e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

### f. Products-Completed Operations Hazard

Included within the **products-completed operations hazard**.

### g. Coverage A Exclusions

Excluded under Coverage A.

## D. SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

We will pay, with respect to any claim or **suit** we defend:

1. All expenses we incur.
2. Up to \$1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
3. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of coverage. We do not have to furnish these bonds.

4. All reasonable expenses incurred by the Insured at our request to assist us in the investigation or defense of the claim or **suit**, including actual loss of earnings up to \$300 a day because of time off from work.
5. All court costs taxed against the Insured in the **suit**. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the Insured.
6. Prejudgment interest awarded against the Insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of coverage, we will not pay any prejudgment interest based on that period of time after the offer.
7. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of coverage.
8. Expenses incurred by the Insured for first aid to others at the time of an accident for **bodily injury** to which this coverage agreement applies.
9. Up to \$100,000 in aggregate for **personal injury** and related expense for any duly elected or appointed official of any board or commission or agency of yours while acting outside the course and scope of their duties as authorized by you, but only with respect to **personal injury** resulting from his/her affiliation with you. The coverage provided to such individual is excess over any other insurance or coverage specifically insuring against **personal injury** for such individual.
10. Subject to the Deductible or Self Insured Retention, we will pay up to \$2,500 in the aggregate for **property damage** to personal property in your care, custody or control.

These payments will not reduce the limits of coverage.

#### **E. EXCLUSIONS APPLICABLE TO COVERAGES A AND B**

This Coverage Agreement does not apply to **bodily injury, property damage, personal injury or advertising injury**:

##### **1. Aviation**

Arising out of the ownership, maintenance, use or entrustment to others, or control of or responsibility for any airfield, airport, aircraft, runway, hangar, building or other property or facility designed for, used, connected, associated or affiliated with or in any way related to aviation or aviation activities. Use includes operation and **loading or unloading**.

This exclusion applies even if the claims against any Insured allege negligence or other wrong doing in the supervision, hiring, employment, training or monitoring of others by that Insured, if the **occurrence** which caused the **bodily injury or property damage** involved the ownership, maintenance, use or entrustment to others, or control of or responsibility for any airfield, airport, aircraft, runway, hangar, building or other property or facility that is owned or operated by or rented or loaned to any Insured.

This exclusion does not apply to premises exposure for those common areas open to the public including but not limited to parking areas, sidewalks, and terminal buildings.

##### **2. Private Property Protection Act**

Alleging, based upon, arising out of or attributable to inverse condemnation, eminent domain, temporary or permanent taking, adverse possession, dedication by adverse use, condemnation proceedings, or claims brought under Florida Statute 70.001, the "Bert J. Harris, Jr., Private Property Rights Protection Act," or any similar claim by whatever name called.



However, we will pay up to \$100,000 per occurrence and aggregate, inclusive of expenses and after the application of the General Liability Deductible for a claim alleging, based upon, arising out of or attributable to inverse condemnation, eminent domain, temporary or permanent taking, adverse possession, dedication by adverse use, condemnation proceedings, or claims brought under Florida Statute 70.001, the "Bert J. Harris, Jr., Private Property Rights Protection Act," or any similar claim by whatever name called.

**3. Power, Steam, Pressure or Fuel**

Arising out of, in connection with or caused or contributed to by any failure or inability to supply or any interruption of any adequate quantity of power, steam, pressure, or fuel.

**4. Earth Movement**

Arising out of or caused or contributed to by any subsidence, erosion or earth movement.

**5. Hospitals, Clinics, Treatment Centers and other Similar Facilities**

Arising out of or caused or contributed to by any operation, maintenance, use, ownership or control of or responsibility for any:

- a. Hospital;
- b. Clinic;
- c. Treatment center or other public medical, psychiatric or psychological facility;
- d. Medical, psychiatric or psychological treatment facility or infirmary at a prison, jail or other correctional facility of incarceration;
- e. Any other facility which is similar or related to any of the forgoing.

**6. Professional Health Care Services**

Due to the rendering or failure to render any **professional health care services**, but not including emergency medical services for first aid performed by employed licensed nurses, school psychologists, physical therapists, speech therapists, emergency medical technicians, paramedics or Medical Director while in the course and scope of their duties.

**7. ERISA**

Arising out of, or cause or contributed to, or connected with any actual or alleged violation of the Employee Retirement Income Security Act of 1974 (Public Law 93-406) or any amendment thereto or any similar provision of any local, state or federal law, statutory or common.

**8. Discrimination**

Arising out of or caused or contributed to by any actual or alleged illegal discrimination.

**9. Water Contamination**

Arising out of the sale or distribution or handling of contaminants, or **pollutants** including but not limited to acids, alkylides, chemicals, **fungi**, metals, or bacteria in water sold, handled or distributed on behalf of the Named Insured.

**10. Injunctive, Declaratory, or Equitable Relief**

Arising out of any claim for injunctive, declaratory, or equitable relief and costs inclusive of any attorney's fees arising therefrom.

**11. Law Enforcement**

Arising out of any activity or function by or on behalf of any law enforcement agency or any agent thereof and/or activity or function related to the administration of the criminal justice system, including secondary employment of any law enforcement official.

## **SECTION II - WHO IS AN INSURED**

- A. All branches of government, executive, legislative and judicial, including any department, office, commission, board, authority, governmental agency or subdivision of any branch of government which are under the jurisdiction of, and totally within the operating budget of, the Named Insured shown in the Declarations, and only while working on behalf of the Named Insured shown in the Declarations.
- B. Any duly elected or appointed official or a member of any board or commission or agency of yours while acting within the course and scope of their employment or as authorized by you.
- C. If you are designated in the Declarations as:
  - 1. An individual, you and your spouse are Insureds, but only with respect to the conduct of a business of which you are the sole owner.
  - 2. A partnership or joint venture, you are an Insured. Your members, your partners, and their spouses are also Insureds, but only with respect to the conduct of your business.
  - 3. An organization other than a partnership or joint venture, you are an Insured. Your executive officers and directors are Insureds, but only with respect to their duties as your officers or directors. Your stockholders are also Insureds, but only with respect to their liability as stockholders.
- D. Each of the following is also an Insured:
  - 1. Your **employees**, other than your executive officers, but only for acts within the scope of their employment by you. However, no **employee** is an Insured for:
    - a. **Bodily injury** or **personal injury** to you or to a co-**employee** while in the course of his or her employment, or the spouse, child, parent, brother or sister of that co-**employee** as a consequence of such **bodily injury** or **personal injury**, or for any obligation to share damages with or repay someone else who must pay damages because of the injury; or
    - b. **Bodily injury** or **personal injury** arising out of his or her providing or failing to provide **professional health care services**; or
    - c. **Property damage** to property owned or occupied by or rented or loaned to that **employee**, any of your other **employees**, or any of your partners or members (if you are a partnership or joint venture).
  - 2. The employed Medical Director or to the extent he/she is an agent of the covered Florida Public Entity, but solely while acting within the course and scope of their duties as Medical Director as outlined in Florida Statute 401.265.

With respect to this item **D.2.**, the term "employed" shall mean your legal relationship with any natural person:

- a. With whom you have agreed to create the relation of master & servant; and
- b. Whom you compensate directly by salary or wages; and
- c. Whom you treat as an **employee** with respect to benefits, withholding & taxes; and
- d. Whom you have the authority or right to ultimately direct and control in the performance of

his or her duties, including the details and means to be utilized in performing their work, while performing services approved by you; and

e. Who is deemed to be an **employee** within the contemplation of Florida Statute 768.28.

This term shall not include an independent contractor, **volunteer worker**, **leased worker** or **temporary worker**, or any person not deemed to be an **employee** within the contemplation of Florida Statute 768.28.

3. Your authorized **volunteer worker** or **leased worker** who are deemed as your agent, but only while under your supervision and in the course and scope of work approved by you.

E. With respect to **mobile equipment** registered in your name under any motor vehicle registration law, any person is an Insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an Insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance or coverage of any kind is available to that person or organization for this liability. However, no person or organization is an Insured with respect to:

1. **Bodily injury** to a co-**employee** of the person driving the equipment; or
2. **Property damage** to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an Insured under this Coverage Form.

F. Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, will qualify as an Insured if there is no other similar insurance available to that organization. However:

1. Coverage under this Coverage Form is afforded only until the 90th day after you acquire or form the organization or the end of the Policy Period, whichever is earlier;
2. Coverage **A** in **SECTION I - COVERAGES** does not apply to **bodily injury** or **property damage** that occurred before you acquired or formed the organization; and
3. Coverage **B** in **SECTION I - COVERAGES** does not apply to **personal injury** or **advertising injury** arising out of an offense committed before you acquired or formed the organization.

No person or organization is an Insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

### **SECTION III - LIMITS OF LIABILITY**

A. The Limits of Liability shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

1. Covered Parties;
2. Claims made or **suits** brought; or
3. Persons or organizations making claims or bringing **suits**.

B. The General Aggregate Limit is the most we will pay for the sum of:

1. Damages under Coverage **A** in **SECTION I - COVERAGES**, except damages because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
2. Damages under Coverage **B** in **SECTION I - COVERAGES**.

C. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** in **SECTION I - COVERAGES** for damages because of **bodily injury** and **property damage** included in the **products-completed operations hazard**.

- D.** Subject to **B.** above, the Personal Injury and Advertising Injury Limit is the most we will pay under Coverage **B** in **SECTION I - COVERAGES** for the sum of all damages because of all **personal injury** and all **advertising injury** sustained by any one person or organization.
- E.** The Fire Damage Limit is the most we will pay under Coverage **A** in **SECTION I - COVERAGES** for damages because of **property damage** to premises rented to you arising out of any one fire.
- F.** The most we will pay is further limited by the limitations set forth in Section 768.28(5), Florida Statutes (2010) or the equivalent limitations of successor law which are applicable at the time of the loss.
- G.** However, subject to and limited by **B., C., D., E.,** and **F.** above, we will pay:
1. The amount indicated when a claims bill enacted by the Florida Legislature in accordance with Section 768.28 (5) Florida Statutes becomes law;
  2. The amount determined by a court of competent jurisdiction for liable action taken outside the state of Florida for claims where the injury or damage originated from an **occurrence** outside the state of Florida; or
  3. The amount shown in the Declarations when Florida Statutes Section 768.28 (5) is deemed inapplicable by a competent court in Florida.
- H.** Damages will not include:
1. Taxes, fines, penalties, or sanctions;
  2. Punitive or exemplary damages or the multiple portion of any multiplied damages award;
  3. Matters uninsurable under the laws pursuant to which this Coverage Part is constructed; or
  4. The cost to comply with any injunctive or any other non-monetary or declaratory relief, including specific performance, or any agreement to provide such relief.

The Limits of Liability of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the agreement period shown in the Declarations, unless the Policy Period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Liability.

#### **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**

##### **A. Bankruptcy**

Bankruptcy or insolvency of the Insured or of the Insured's estate will not relieve us of our obligations under this Coverage Part.

##### **B. Duties In The Event Of Occurrence, Claim Or Suit**

1. You must see to it that we are notified as soon as practicable of an **occurrence** or an offense which may result in a claim. To the extent possible, notice should include:
  - a. How, when and where the **occurrence** or offense took place;
  - b. The names and addresses of any injured persons and witnesses; and
  - c. The nature and location of any injury or damage arising out of the **occurrence** or offense.
2. If a claim is made or **suit** is brought against any Insured, you must:
  - a. Immediately record the specifics of the claim or **suit** and the date received; and
  - b. Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or **suit** as soon as practicable.

**3. You and any other involved Insured must:**

- a.** Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or **suit**;
  - b.** Authorize us to obtain records and other information;
  - c.** Cooperate with us in the investigation, settlement or defense of the claim or **suit**; and
  - d.** Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the Insured because of injury or damage to which this coverage agreement may also apply.
- 4.** No covered parties will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

**C. Legal Action Against Us**

No person or organization has a right under this Coverage Part:

- 1.** To join us as a party or otherwise bring us into a **suit** asking for damages from an Insured; or
- 2.** To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an Insured obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable Limit of Liability. An agreed settlement means a settlement and release of liability signed by us, the Insured and the claimant or the claimant's legal representative.

**D. Representations**

By accepting this policy, you agree:

- 1.** The statements in the Declarations are accurate and complete;
- 2.** Those statements are based upon representations you made to us; and
- 3.** We have issued this policy in reliance upon your representations.

**E. Separation Of Insureds**

Except with respect to the Limits of Liability, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- 1.** As if each Named Insured were the only Named Insured; and
- 2.** Separately to each Insured against whom claim is made or **suit** is brought.

**F. Transfer Of Rights Of Recovery Against Others To Us**

If the Insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The Insured must do nothing after loss to impair them. At our request, the Insured will bring **suit** or transfer those rights to us and help us enforce them.

**G. Support and Cooperation in Opposition to Claim Bill Legislation**

If we act to oppose legislation brought forth in accordance with Florida Statute 768.28, arising from a covered **occurrence**, you shall use your best efforts to provide us with positive support and cooperation in such opposition.

Such positive support and cooperation shall include, but is not limited to:

1. Formal proclamations or resolutions by your governing board in opposition to such legislation;
2. Oral or written testimony of your officials and **employees** at legislative hearings or other legislative proceedings in opposition to such legislation; and
3. Personal contact by your officials and **employees** with legislators identified by us.

#### **H. Coordination of Coverage with Public Officials Liability**

In the event of a **suit** or claim triggering coverage under this Coverage Part and the PUBLIC OFFICIALS LIABILITY COVERAGE PART, the terms and conditions in condition **H. OTHER COVERAGE OR INSURANCE** in the **COMMON POLICY CONDITIONS** also apply.

#### **I. Loss Settlement**

When we have agreed in writing to the settlement of a claim, we shall tender payment according to the terms of the agreement no later than 20 days after such settlement is reached.

However, a judgment or decree for recovery of money entered in any of the courts of Florida against us shall be fully satisfied within 60 days from and after the entry thereof, or in the case of an appeal from such judgment or decree, within 60 days from and after the affirmance of the same by the appellate court.

### **SECTION V – DEFINITIONS**

**A. Advertisement** means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

1. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
2. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

**B. Advertising Injury** means injury arising out of one or more of the following offenses:

1. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
2. Oral or written publication, in any manner, of material that violates a person's right of privacy;
3. Misappropriation of advertising ideas or style of doing business; or
4. Infringement of copyright, title or slogan.

**C. Auto** means:

1. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But **auto** does not include **mobile equipment**; or
2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

**D. Bodily Injury** means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

**E. Coverage Territory** means:

1. The United States of America (including its territories and possessions), Puerto Rico and Canada;

2. International waters or airspace, provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in **1.** above; or
  3. All parts of the world if:
    - (1) The injury or damage arises out of:
      - (1) Goods or products made or sold by you in the territory described in **1.** above;
      - (2) The activities of a person whose home is in the territory described in **1.** above, but is away for a short time on your business; or
      - (3) Offenses that take place through the Internet or similar electronic means of communication; and
    - (2) The Insured's responsibility to pay damages is determined in a **suit** on the merits, in the territory described in **1.** above or in a settlement we agree to.
- F. Employee** means a person actively employed, formerly employed, on leave of absence or disabled, or retired. **Employee** includes a **leased worker**. **Employee** does not include a **temporary worker**.
- G. Employee Wrongful Act** means any actual or alleged:
1. Wrongful dismissal or discharge or termination of employment, whether actual or constructive;
  2. Employment related misrepresentation;
  3. Violation of any federal, state, or local laws (whether common or statutory) concerning employment or discrimination in employment;
  4. Sexual harassment or other unlawful workplace harassment;
  5. Wrongful deprivation of a career opportunity or failure to employ, promote or grant tenure;
  6. Wrongful discipline of **employees**;
  7. Negligent evaluation of **employees**; or
  8. Failure to adopt adequate workplace or employment policies and procedures; or employment related libel, slander, defamation or invasion of privacy.
- H. Fungi** means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.
- I. Impaired Property** means tangible property, other than **your product** or **your work**, that cannot be used or is less useful because:
1. It incorporates **your product** or **your work** that is known or thought to be defective, deficient, inadequate or dangerous; or
  2. You have failed to fulfill the terms of a contract or agreement;  
if such property can be restored to use by:
    - (1) The repair, replacement, adjustment or removal of **your product** or **your work**; or
    - (2) Your fulfilling the terms of the contract or agreement.
- J. Insured Contract** means an agreement between two or more cities, counties, special districts, or other governmental bodies regarding:
1. A lease of premises;
  2. A sidetrack agreement;

3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
5. An elevator maintenance agreement;
6. Where permitted by Florida Statute 768.28, that part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another public entity to pay for **bodily injury** or **property damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

An **insured contract** does not include that part of any contract or agreement:

7. That indemnifies any person or organization for **bodily injury** or **property damage** arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
  8. That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
    - (1) Preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications;
    - (2) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
    - (3) Under which the Insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the Insured's rendering or failure to render professional services, including those listed in (1) and (2) above and supervisory, inspection or engineering services;
    - (4) That indemnifies any person or organization for damage by fire to premises rented or loaned to you; or
  9. That does not comply with Florida Statute 768.28.
- K. Leased worker** means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. **Leased worker** does not include a **temporary worker**.
- L. Loading or Unloading** means the handling of property:
1. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or **auto**;
  2. While it is in or on an aircraft, watercraft or **auto**; or
  3. While it is being moved from an aircraft, watercraft or **auto** to the place where it is finally delivered; but **loading or unloading** does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or **auto**.
- M. Mobile Equipment** means any of the following types of land vehicles, including any attached machinery or equipment:
1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
  2. Vehicles maintained for use solely on or next to premises you own or rent;
  3. Vehicles that travel on crawler treads;



4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
  - (1) Power cranes, shovels, loaders, diggers or drills; or
  - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
5. Vehicles not described in 1., 2., 3. or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
  - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
  - (2) Cherry pickers and similar devices used to raise or lower workers;
6. Vehicles not described in 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not **mobile equipment** but will be considered **autos**:

- (1) Equipment designed primarily for:
  - (1) Snow removal;
  - (2) Road maintenance, but not construction or resurfacing;
  - (3) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, **mobile equipment** does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered **autos**.

- N. Occurrence** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
- O. Personal Injury** means injury, other than **bodily injury**, arising out of one or more of the following offenses:
1. Malicious prosecution;
  2. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor;
  3. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
  4. Oral or written publication of material that violates a person's right of privacy.
- P. Pollutants** mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

**Q. 1. Products-Completed Operations Hazard** includes all **bodily injury** and **property damage** occurring away from premises you own or rent and arising out of **your product** or **your work** except:

- a. Products that are still in your physical possession; or
- b. Work that has not yet been completed or abandoned.

**2. Your work** will be deemed completed at the earliest of the following times:

- a. When all of the work called for in your contract has been completed.
- b. When all of the work to be done at the site has been completed if your contract calls for work at more than one site.
- c. When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

**3.** This hazard does not include **bodily injury** or **property damage** arising out of:

- a. The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle created by the **loading or unloading** of it;
- b. The existence of tools, uninstalled equipment or abandoned or unused materials;
- c. Products or operations for which the classification in this Coverage Form or in our manual of rules includes products or completed operations.

**R. Professional Health Care Services** means any medical, surgical, nursing, psychiatric or dental service, except:

- 1. The acts of employed certified emergency medical service personnel in the course and scope of their duties; and
- 2. The acts of an employed Medical Director in the course and scope of their duties as outlined in Florida Statute 401.265.

**S. Property Damage** means:

- 1. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- 2. Loss of use of tangible property that is not physically injured. All such loss shall be deemed to occur at the time of the **occurrence** that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

**T. Sexual Abuse** means any actual, attempted or alleged sexual conduct by a person, or by persons acting in concert, which causes injury. **Sexual abuse** includes **sexual molestation**, sexual assault, sexual exploitation, or sexual injury. It does not include sexual harassment.

**U. Sexual Molestation** means physical **sexual abuse** of any person, including but not limited to, any non-consensual physical sexual involvement or physical sexual contact.

**V. Suit** means a civil proceeding in which damage because of **bodily injury, property damage, personal injury or advertising injury** to which this Coverage Part applies are alleged. **Suit** includes:

1. An arbitration proceeding in which such damages are claimed and to which you must submit or do submit with our consent; or
2. Any other alternative dispute resolution proceeding in which such damages are claimed and to which you submit with our consent.

**W. Temporary Worker** means a person who is furnished to you to substitute for a permanent **employee** on leave or to meet seasonal or short-term workload conditions.

**X. Volunteer Worker** means a person who is not your **employee**, and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

**Y. Your Product:**

1. Means:

a. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(1) You;

(2) Others trading under your name; or

(3) A person or organization whose business or assets you have acquired; and

b. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

2. Includes:

a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **your product**; and

b. The providing of or failure to provide warnings or instructions.

**Your product** does not include vending machines or other property rented to or located for the use of others but not sold.

**Z. Your Work:**

1. Means:

a. Work or operations performed by you or on your behalf; and

b. Materials, parts or equipment furnished in connection with such work or operations.

2. Includes:

a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **your work**; and

b. The providing of or failure to provide warnings or instructions.



**PUBLIC ENTITY  
EMPLOYEE BENEFITS LIABILITY COVERAGE  
(Occurrence)**

**THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY.**

This Endorsement modifies coverage provided under the following:  
**GENERAL LIABILITY COVERAGE FORM, FIA 300**

**SCHEDULE**

Coverage	Limit of Liability	Each Employee Deductible	Premium
Employee Benefits Programs	\$1,000,000 each employee	\$0	Included
	\$2,000,000 aggregate		
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.			

**A.** The following is added to **SECTION I - COVERAGES**:

**COVERAGES - EMPLOYEE BENEFITS LIABILITY**

**1. Coverage Agreement**

**a.** We will pay those sums that the Insured becomes legally obligated to pay as damages because of any act, error or omission, of the Insured, or of any other person for whose acts the Insured is legally liable, to which this coverage applies. We will have the right and duty to defend the Insured against any **suit** seeking those damages. However, we will have no duty to defend the Insured against any **suit** seeking damages to which this coverage does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any **claim** or **suit** that may result. But:

- (1)** The amount we will pay for damages is limited as described in item **D.** in this Endorsement; and
- (2)** Our right and duty to defend ends when we have used up the applicable Limit of Liability in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under the Supplementary Payments provision.

**b.** This coverage applies to damages only if:

- (1)** The act, error or omission, is negligently committed in the **administration** of your **employee benefit program**; and
- (2)** The act, error or omission occurs during the Policy Period.

**2. Exclusions**

This coverage does not apply to:

**a. Dishonest, Fraudulent, Criminal or Malicious Act**

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any Insured, including the willful or reckless violation of any statute.

**b. Bodily Injury, Property Damage, Personal Injury or Advertising Injury**

**c. Failure To Perform A Contract**

Damages arising out of failure of performance of contract by any insurer.

**d. Insufficiency of Funds**

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the **employee benefit program**.

**e. Inadequacy of Performance of Investment/Advice Given With Respect to Participation**

Any **claim** based upon:

- (1)** Failure of any investment to perform;
- (2)** Errors in providing information on past performance of investment vehicles; or
- (3)** Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the **employee benefit program**.

**f. Workers' Compensation and Similar Laws**

Any **claim** arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

**g. ERISA**

Damages for which any Insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

**h. Available Benefits**

Any **claim** for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the Insured, from the applicable funds accrued or other collectible insurance.

**i. Taxes, Fines or Penalties**

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

**j. Employment-Related Practices**

Damages arising out of wrongful termination of employment, discrimination, or other employment-related practices.

**B. For the purposes of the coverage provided by this Endorsement:**

- 1. All references to SUPPLEMENTARY PAYMENTS – COVERAGES A AND B are replaced by SUPPLEMENTARY PAYMENTS – COVERAGES A., B. AND EMPLOYEE BENEFITS LIABILITY.**
- 2. Paragraphs 2., 8., 9., and 10. of the Supplementary Payments provision do not apply.**

**C. For the purposes of the coverage provided by this Endorsement, the following is added to SECTION**

## II-WHO IS AN INSURED:

1. Each of the following is also an Insured:
    - a. Each of your **employees** who is or was authorized to administer your **employee benefit program**.
    - b. Any persons, organizations or **employees** having proper temporary authorization to administer your **employee benefit program** if you die, but only until your legal representative is appointed.
    - c. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Endorsement.
  2. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. However:
    - a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the Policy Period, whichever is earlier.
    - b. Coverage under this provision does not apply to any act, error or omission that was committed before you acquired or formed the organization.
- D. For the purposes of the coverage provided by this Endorsement, **SECTION III - LIMITS OF LIABILITY** is replaced by the following:

### SECTION III – LIMITS OF LIABILITY AND DEDUCTIBLE

#### 1. Limits Of Liability

- a. The Limits of Liability shown in the Schedule and the rules below fix the most we will pay regardless of the number of:
  - (1) Covered parties;
  - (2) **Claims** made or **suits** brought;
  - (3) Persons or organizations making **claims** or bringing **suits**;
  - (4) Acts, errors or omissions; or
  - (5) Benefits included in your **employee benefit program**.
- b. The Aggregate Limit is the most we will pay for all damages because of acts, errors or omissions negligently committed in the **administration** of your **employee benefit program**.
- c. Subject to the Aggregate Limit, the Each Employee Limit is the most we will pay for all damages sustained by any **employee**, including damages sustained by such **employee's** dependents and beneficiaries, as a result of:
  - (1) An act, error or omission; or
  - (2) A series of related acts, errors or omissions negligently committed in the **administration** of your **employee benefit program**.

However, the amount paid under this Endorsement shall not exceed, and will be subject to, the limits and restrictions that apply to the payment of benefits in any plan included in the **employee benefit program**.

The Limits of Liability of this Endorsement apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the Policy

Period shown in the Declarations of the Policy to which this Endorsement is attached, unless the Policy Period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits Of Liability.

## 2. Deductible

- a. Our obligation to pay damages on behalf of the Insured applies only to the amount of damages in excess of the Deductible amount stated in the Schedule as applicable to Each Employee. The Limits of Liability shall not be reduced by the amount of this Deductible.
  - b. The Deductible amount stated in the Schedule applies to all damages sustained by any **employee**, including such **employee's** dependents and beneficiaries, because of all acts, errors or omissions to which this coverage applies.
  - c. The terms of this coverage, including those with respect to:
    - (1) Our right and duty to defend any **suits** seeking those damages; and
    - (2) Your duties, and the duties of any other involved Insured, in the event of an act, error or omission, or **claim** apply irrespective of the application of the Deductible amount.
  - d. We may pay any part or all of the Deductible amount to effect settlement of any **claim** or **suit** and, upon notification of the action taken, you shall promptly reimburse us for such part of the Deductible amount as we have paid.
- E. For the purposes of the coverage provided by this Endorsement, Conditions **B.** and **D.** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** are replaced by the following:

### B. Duties In The Event Of An Act, Error Or Omission, Or Claim Or Suit

1. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a **claim**. To the extent possible, notice should include:
  - a. What the act, error or omission was and when it occurred; and
  - b. The names and addresses of anyone who may suffer damages as a result of the act, error or omission.
2. If a **claim** is made or **suit** is brought against any Insured, you must:
  - a. Immediately record the specifics of the **claim** or **suit** and the date received; and
  - b. Notify us as soon as practicable.

You must see to it that we receive written notice of the **claim** or **suit** as soon as practicable.

3. You and any other involved Insured must:
  - a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the **claim** or **suit**;
  - b. Authorize us to obtain records and other information;
  - c. Cooperate with us in the investigation or settlement of the **claim** or defense against the **suit**; and
  - d. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the Insured because of an act, error or omission to which this coverage may also apply.
4. No Insured will, except at that Insured's own cost, voluntarily make a payment, assume any obligation or incur any expense without our consent.

F. For the purposes of the coverage provided by this Endorsement, the following are added to the **SECTION V - DEFINITIONS**:

1. **Administration** means:

- a. Providing information to **employees**, including their dependents and beneficiaries, with respect to eligibility for or scope of **employee benefit programs**;
- b. Handling records in connection with the **employee benefit program**; or
- c. Effecting, continuing or terminating any **employee's** participation in any benefit included in the **employee benefit program**.

However, **administration** does not include handling payroll deductions.

2. **Cafeteria plans** means plans authorized by applicable law to allow **employees** to elect to pay for certain benefits with pre-tax dollars.

3. **Claim** means any demand, or **suit**, made by an **employee** or an **employee's** dependents and beneficiaries, for damages as the result of an act, error or omission.

4. **Employee benefit program** means a program providing some or all of the following benefits to **employees**, whether provided through a **cafeteria plan** or otherwise:

- a. Group life insurance, group accident or health insurance, dental, vision and hearing plans, and flexible spending accounts, provided that no one other than an **employee** may subscribe to such benefits and such benefits are made generally available to those **employees** who satisfy the plan's eligibility requirements;
- b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an **employee** may subscribe to such benefits and such benefits are made generally available to all **employees** who are eligible under the plan for such benefits;
- c. Unemployment insurance, social security benefits, workers' compensation and disability benefits;
- d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies; and
- e. Any other similar benefits designated in the Schedule or added thereto by endorsement.

G. For the purposes of the coverage provided by this Endorsement, Definition V. of **SECTION V - DEFINITIONS** is replaced by the following:

V. **Suit** means a civil proceeding in which damages because of an act, error or omission to which this coverage applies are alleged. **Suit** includes:

1. An arbitration proceeding in which such damages are claimed and to which the Insured must submit or does submit with our consent; or
2. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the Insured submits with our consent.





**PUBLIC ENTITY  
GENERAL LIABILITY FIA ENDORSEMENT**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This Endorsement modifies coverage provided under the **GENERAL LIABILITY COVERAGE FORM, FIA 300** and Items **A** through **L** except Item **H** applies to **PUBLIC OFFICIALS LIABILITY AND EMPLOYMENT PRACTICES COVERAGE FORM, FIA 400**:

This coverage does not apply to any liability:

- A.** Arising out of or caused or contributed to by any ownership, maintenance, operation, use, loading, unloading or control of or responsibility for any airfield, airport, aircraft, runway, hangar, building or other property or facility designed for, used, connected, associated or affiliated with or in any way related to aviation or aviation activities.

This exclusion does not apply to premises exposure for those common areas open to the public including but not limited to parking areas, sidewalks, and terminal buildings;

- B.** Alleging, based upon, arising out of or attributable to inverse condemnation, eminent domain, temporary or permanent taking, adverse possession, dedication by adverse use, condemnation proceedings, or claims brought under Florida Statute 70.001, the "Bert J. Harris, Jr., Private Property Rights Protection Act," or any similar claim by whatever name called.

However, we will pay up to \$100,000 per occurrence and aggregate, inclusive of expenses and after the application of the General Liability Deductible for a claim alleging, based upon, arising out of or attributable to inverse condemnation, eminent domain, temporary or permanent taking, adverse possession, dedication by adverse use, condemnation proceedings, or claims brought under Florida Statute 70.001, the "Bert J. Harris, Jr., Private Property Rights Protection Act," or any similar claim by whatever name called;

- C.** Arising out of, in connection with or caused or contributed to by any failure or inability to supply or any interruption of any adequate quantity of power, steam, pressure, or fuel;
- D.** Arising out of or caused or contributed to by any subsidence, erosion or earth movement;
- E.** Arising out of or caused or contributed to by any operation, maintenance, use, ownership or control of or responsibility for any:
- 1.** Hospital;
  - 2.** Clinic;
  - 3.** Treatment center or other public medical, psychiatric or psychological facility;
  - 4.** Medical, psychiatric or psychological treatment facility or infirmary at a prison, jail or other correctional facility of incarceration;
  - 5.** Any other facility which is similar or related to any of the forgoing;
- F.** Arising out of **bodily injury** or **property damage** if such **bodily injury** or **property damage** is due to the rendering or failure to render any **professional health care services**, but not including

emergency medical services for first aid performed by employed emergency medical technicians, paramedics or Medical Director while in the course and scope of their duties.

As used in this exclusion, **professional health care services** means any medical, surgical, nursing, psychiatric or dental service, except:

1. The acts of employed certified emergency medical service personnel in the course and scope of their duties for you; and
  2. The acts of employed licensed nurses, school psychologists, physical therapists, speech therapists emergency medical technicians or paramedics in the course and scope of their duties for you;
- G.** Arising out of or cause or contributed to by or connected with any actual or alleged violation of the Employee Retirement Income Security Act of 1974 (Public Law 93-406) or any amendment thereto or any similar provision of any local, state or federal law, statutory or common;
- H.** Arising out of or caused or contributed to by any actual or alleged illegal discrimination;
- I.** Arising out of the sale or distribution or handling of contaminants, or pollutants including but not limited to acids, alkylides, chemicals, fungus, metals, mold or bacteria in water sold, handled or distributed on behalf of the Named Insured;
- J.** Arising out of any claim for injunctive, declaratory, or equitable relief and costs inclusive of any attorney's fees arising therefrom; and
- K.** Arising out of any activity or function by or on behalf of any law enforcement agency or any agent thereof and/or activity or function related to the administration of the criminal justice system, including secondary employment of any law enforcement official.



**PUBLIC ENTITY  
GENERAL LIABILITY DEDUCTIBLE COVERAGE**

NAMED INSURED: Meadow Pines Community Development District  
POLICY NO: 100122048

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

This Endorsement modifies coverage provided under the following:  
**GENERAL LIABILITY COVERAGE FORM, FIA 300**

With respect to coverage provided by this Endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This Endorsement changes the Policy effective on the inception date of the Policy unless another date is indicated above.

**SCHEDULE**

<b>Coverage</b>	<b>Amount and Basis of Deductible</b>	
	<b>Per Claim</b>	<b>Per Occurrence</b>
Bodily Injury Liability and/or Property Damage Liability Combined	\$0	\$0

APPLICATION OF ENDORSEMENT (Enter below any limitations on the application of this Endorsement. If no limitation is entered, the Deductibles apply to damages for all **bodily injury** and **property damage**, however caused):

- A.** Our obligation under Coverage **A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** in **SECTION I - COVERAGES** to pay damages on your behalf applies only to the amount of damages in excess of any Deductible amounts stated in the Schedule above as applicable to such coverages.
- B.** You may select a Deductible amount on either a Per Claim or Per **Occurrence** basis. Your selected Deductible applies to the coverage option and to the basis of the Deductible indicated by the placement of the Deductible amount in the Schedule above. The Deductible amount stated in the Schedule above applies as follows:
  - 1. PER CLAIM BASIS.** If the Deductible amount indicated in the Schedule above is on a Per Claim basis, that Deductible applies to all damages sustained by any one person because of:
    - a. Bodily injury;**
    - b. Property damage; or**
    - c. Bodily injury and property damage combined;**as the result of any one **occurrence**.

If damages are claimed for care, loss of services or death resulting at any time from **bodily**

**injury**, a separate Deductible amount will be applied to each person making a claim for such damages. With respect to **property damage**, person includes an organization.

**2. PER OCCURRENCE BASIS.** If the Deductible amount indicated in the Schedule above is on a Per **Occurrence** basis, that Deductible amount applies to all damages because of:

- a. **Bodily injury;**
- b. **Property damage;** or
- c. **Bodily injury and property damage** combined

as the result of any one **occurrence**, regardless of the number of persons or organizations who sustain damages because of that **occurrence**.

**C.** The terms of this coverage, including those with respect to:

- 1. Our right and duty to defend the Insured against any **suits** seeking those damages; and
- 2. Your duties in the event of an **occurrence**, claim, or **suit** apply irrespective of the application of the Deductible amount.

**D.**

- 1. We may pay any part or all of the Deductible amount to effect settlement of any claim or **suit** and, upon notification of the action taken, you shall promptly reimburse us for such part of the Deductible amount as has been paid by us.
- 2. In the event that an occurrence, accident or offense continues beyond the Policy Period, the applicable Deductible would apply separately to each Policy Period in which the **occurrence**, accident or offense was committed or was alleged to have been committed.



**PUBLIC ENTITY  
CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM**

NAMED INSURED: Meadow Pines Community Development District  
POLICY NO: 100122048

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This Endorsement modifies coverage provided under the following:  
**GENERAL LIABILITY COVERAGE FORM, FIA 300**

**A. Cap On Certified Terrorism Losses**

**Certified act of terrorism** means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a **certified act of terrorism** include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

**B. Application Of Exclusions**

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Part, such as losses excluded by the nuclear exclusion or the war exclusion.



**FLORIDA  
INSURANCE  
ALLIANCE**

**PUBLIC ENTITY  
PUBLIC OFFICIALS' LIABILITY &  
EMPLOYMENT PRACTICES LIABILITY COVERAGE PART DECLARATIONS**

NAMED INSURED: Meadow Pines Community Development District  
 POLICY NO: 100122048  
 POLICY PERIOD: October 1, 2022 - October 1, 2023

**SCHEDULE OF COVERAGE AND LIMITS OF LIABILITY**

Coverage is only provided for the coverages indicated by a check mark (☑).

<u>Deductibles</u>			
	Public Officials' Liability		\$0
	Employment Practices Liability		\$0
	Third-Party Employment Practices Liability		\$0
	Public Crisis Event		\$5,000
<u>Coverage</u>			
<input checked="" type="checkbox"/>	Public Officials' Liability	\$1,000,000	Each Claim
		\$2,000,000	Aggregate Limit
	Retroactive Date	<input type="text"/>	
<input checked="" type="checkbox"/>	Employment Practices Liability	\$1,000,000	Each Claim
		\$2,000,000	Aggregate Limit
	Retroactive Date	<input type="text"/>	
	Public Crisis Events	\$25,000	Each Claim
<b>Note: Full Prior Acts if no Retroactive Date is shown above.</b>			

FORMS APPLICABLE TO ALL COVERAGE PARTS: See Policy Forms List – FIA 003

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PARTS, APPLICATION, FORMS AND ENDORSEMENTS, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.



**PUBLIC ENTITY  
PUBLIC OFFICIALS' LIABILITY AND EMPLOYMENT PRACTICES  
LIABILITY COVERAGE FORM  
(Claims Made and Reported)  
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**PUBLIC ENTITY  
PUBLIC OFFICIALS' LIABILITY AND EMPLOYMENT PRACTICES  
LIABILITY COVERAGE FORM  
(Claims Made and Reported)**

Various provisions in this Coverage Form restrict coverage. Read the entire Coverage Form carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Form the words "you" and "your" refer to the Named Insured shown in the Declarations which is a **Public Entity**. The words "we", "us" and "our" refer to Florida Insurance Alliance which is the Insurer providing this coverage.

Other words and phrases that appear in **bold-faced type** have special meaning. Refer to **SECTION III - DEFINITIONS**.

In consideration of the payment of the premium, in reliance upon the **Application**, and subject to the Declarations and the terms and conditions of this Coverage Form, we and you agree as follows:

**SECTION I - COVERAGE AGREEMENTS**

**A. Public Officials' Legal Liability**

We will pay on behalf of the **Insured** all sums in excess of the Deductible that the **Insured** shall become legally obligated to pay as **Damages** and **Claim Expenses** because of a **Claim** first made against the **Insured** and reported to us during the **Policy Period** or, if exercised, the **Extended Reporting Period**, by reason of a **Wrongful Act** in the performance of or failure to perform duties for you. The **Wrongful Act** must have been committed on or subsequent to the **Retroactive Date** specified in the Declarations and before the end of the **Policy Period**.

**B. Employment Practices Liability and Third-Party Liability**

If coverage is granted pursuant to the Declarations, **we** will pay on behalf of the **Insured** all sums in excess of the Deductible that the **Insured** shall become legally obligated to pay as **Damages** and **Claim Expenses** because of a **Claim** first made against the **Insured** and reported to us during the **Policy Period**, or if exercised, the **Extended Reporting Period**, by reason of a **Wrongful Act**, if such **Claim** is brought and maintained by or on behalf of any of your past, present or prospective full-time, part-time, temporary or leased **employee(s)**. The **Wrongful Act** must have been committed on or subsequent to the **Retroactive Date** specified in the Declarations and before the end of the **Policy Period**.

**C. Public Officials Crisis Management Coverage**

We will pay on behalf of the **Insured**, in excess of the Deductible and subject to the Limit of Liability set forth in the Declarations, those **Crisis Management Expenses** incurred by the **Insured** in response to any **Public Crisis Event** first taking place during the **Policy Period** and reported to us in accordance with Section VIII – **NOTICE**, paragraph E. of this Coverage Form.

**SECTION II - SUPPLEMENTARY PAYMENTS**

**A. Pre-Termination**



If during the **Policy Period**, you report a potential termination of any **employee** to us prior to the time the termination is made, we will pay for consultation with legal counsel of our choice to provide:

1. Legal analysis concerning the appropriateness of the termination; and
2. If applicable, legal assistance in handling the termination.

The most we will pay is \$2,500 for each potential employee termination, subject to a **Policy Period** aggregate of \$5,000.

#### **B. Non-Monetary claims**

We shall defend a **Claim** seeking relief or redress in any form other than monetary damages, provided said **Claim** is not otherwise excluded, or **Claim Expenses** for a **Claim** seeking such non-monetary relief, subject to the following conditions:

1. **Claim Expenses** shall have an aggregate limit of liability of \$100,000, beyond the Deductible. This limit shall be part of the Limit of Liability stated in the Declarations, and again is subject to the per **Claim** Deductible;
2. We will defend the **Claim** from the time notice is first given to us by you.

### **SECTION III – DEFINITIONS**

When used in this Coverage Form:

**A. Advertising Injury** means any damages based upon or arising out of a wrongful act from one or more of the following:

1. Violation of property rights;
2. Misappropriation of advertising ideas or style of business;
3. Infringement of copyright title or slogan.

**B. Application** means all applications, including any attachments thereto, and all other information and materials submitted by or on behalf of all **Insureds** to us in connection with our underwriting this Coverage Form or any policy of which this Coverage Form is a direct or indirect renewal or replacement. All such applications, attachments, information and materials are deemed attached to and incorporated in this Coverage Form.

**C. Bodily Injury** means injury to the body, sickness, or disease, including death resulting from such injuries. **Bodily Injury** also means mental injury, mental anguish, mental tension, emotional distress, pain and suffering, or shock, whether or not resulting from injury to the body, sickness, disease or death of any person.

**D. Business Invitee** means a natural person, solely in their capacity as one who is invited to enter into and remain on any **Premises** for a purpose directly or indirectly connected with your business or commercial dealings therein. A **Business Invitee** shall not, under any circumstances, include a trespasser or any other person who enters any **Premises** without the **Insured's** knowledge or permission, or any **Employee**, or any student or minor.

**E. Certified Act of Terrorism** means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a **Certified Act of Terrorism** include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is

committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

3. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for **Bodily Injury** or **Property Damage** that is otherwise excluded under this Coverage Form.

**F. Claim Expenses** means:

1. Reasonable and necessary attorneys' fees, expert witness fees and other fees and costs incurred by us, or by an **Insured** with our prior written consent, in the investigation and defense of covered **Claims**;
2. Reasonable and necessary premiums for any appeal bond, attachment bond or similar bond, provided we shall have no obligation to apply for or furnish such bond; and
3. Prejudgment and post judgment interest awarded in any **Claim**.

**Claim Expenses** shall not include wages, salaries, fees or costs of directors, officers or employees of ours or yours.

**G. Claim** means:

1. A civil proceeding against any **Insured** seeking monetary damages or non-monetary or injunctive relief, commenced by the service of a complaint or similar pleading; and
2. An administrative proceeding including but not limited to EEOC or other regulatory proceeding against any **Insured**, commenced by the filing of a notice of charges, investigative order or similar document.

**H. Computer system** means computer hardware, software, networks, networking equipment, applications, associated electronic devices, electronic data storage devices, input and output devices, and back up facilities operated by, owned by, leased to the **Insured**.

**I. Crisis Management Expenses** means **Public Relations Expenses, Travel/ Printing Expenses, Family Travel Expenses** and **Post-Crisis Expense**; provided however, that **Crisis Management Expenses** shall not include:

1. The **Insured's** overhead expenses or any salaries, wages, fees or benefits of **Employees**;
2. The cost of medical, psychiatric or counseling services, even if provided by a **Crisis Management Firm**;
3. Any fees or expenses, legal or otherwise, related to civil, administrative or criminal investigations, proceedings or litigation.

**J. Crisis Management Firm** means any public relations firm, crisis management firm or law firm hired or appointed by **the Insured** to perform Crisis Management Services in connection with the **Public Crisis Event**. It shall be the **Insured's** duty to select and retain the Crisis Management Firm.

**K. Damages** means compensatory damages which the **Insured** becomes legally obligated to pay on account of a covered **Wrongful Act**, by way of judgment, award or, with our prior written consent, settlement.

**Damages** shall not include:

1. Taxes, fines, penalties, or sanctions;
2. Punitive or exemplary damages or the multiple portion of any multiplied damages award;
3. Matters uninsurable under the laws pursuant to which this Coverage Form is construed; or

4. The cost to comply with any injunctive or other non-monetary or declaratory relief, including specific performance, or any agreement to provide such relief.

**L. Emergency Response Plan** means:

1. A formal written and adopted public safety and crisis response manual that details the **Insured's** policies and procedures in the event of a **Public Crisis Event**; or
2. In the absence of such formal written manual, any applicable federal, state or local law, ordinance or statute that authorizes the **Insured** to take emergency action or specifically describes your obligations in the event of a public emergency.

**M. Employee** means the following natural persons, but only for **Wrongful Acts** committed while acting within the scope of employment for you.

1. Full-time, part-time, seasonal and temporary employees; and
2. All persons who perform services on a volunteer basis for you, and under your direction and control.

**Employee** shall not include persons providing services to you under a mutual aid agreement or any similar agreements.

**N. Extended Reporting Period** means the period for the extension of coverage, if exercised, described in **SECTION VI – EXTENDED REPORTING PERIODS**.

**O. Family Travel Expenses** means the reasonable and necessary expenses incurred by any natural or adoptive parent, legal guardian, spouse, or child of a **Victim** within 30 days after such **Public Crisis Event** took place to travel to the location where the **Public Crisis Event** took place, so long as the **Public Crisis Event** took place on an official trip sponsored by the **Insured**. For the purpose of this definition, coach air transportation and/or ground transportation and standard class hotel accommodations shall be deemed reasonable expenses.

**P. Hazardous Substances** shall mean any oil or oil products, infectious or medical scents or byproducts produced or released by fungi but does not include any fungi intended by the **Insured** for consumption and electric or magnetic or electromagnetic field. **Hazardous substances** shall also include any substance exhibiting any hazardous characteristics as defined by or identified on a list of hazardous substances issued by the United States Environmental Protection Agency or any federal, state, county, municipal or local counterpart thereof or any foreign equivalent.

**Q. Insured** means:

1. The Named Insured;
2. All persons who were, now are or shall be lawfully elected or appointed officials or employees while acting for or on your behalf;
3. Commissions, boards, or other units, and members and employees thereof, operated by and under your jurisdiction and within an apportionment of the total operating budget indicated in the **Application** for this Coverage Form;
4. Volunteers and leased **Employees** acting for or on behalf of, and at the request and under the direction of, you;
5. Your officials and **Employees** appointed at your request to serve with an outside tax-exempt entity;
6. Your Medical Director, but solely while acting within the course and scope of their duties as Medical Director as outlined in Florida Statute 401.265.

**R. Personal Injury** means injury arising out of one or more of the following offenses:

1. False arrest, detention or imprisonment;
2. Malicious prosecution;
3. Libel, slander or other defamatory or disparaging material;
4. Publication or an utterance in violation of an individual's right to privacy; and
5. Wrongful entry or eviction, or other invasion of the right to private occupancy.

**S. Policy Period** means the period of time specified in the Declarations, subject to prior termination pursuant to paragraph **A. CANCELLATION** in the **COMMON AGREEMENT CONDITIONS**.

**T. Pollutants** means solids, liquids, gaseous or thermal irritants, contaminants including smoke, vapor, soot, fumes acids, alkalis, chemicals and waste materials. Waste includes materials to be recycled, reconditioned, or reclaimed.

**U. Post-Crisis Expenses** means the reasonable costs incurred by the **Insured** within 60 days after the **Public Crisis Event** took place to purchase equipment or make property improvements that are not covered by other insurance and that relate directly to the security of the **Insured's Premises** and may assist in prevention or mitigation of future **Public Crisis Events**.

**V. Premises** means the following, if located in the continental United States:

1. Any building, facility or other real property including adjoining ways, which the **Insured** owns, rents or leases and is used by the **Insured** to conduct its business, including administration, maintenance and recreational facilities;
2. Any other building, facility, or other real property, but solely if being visited by your elected or appointed or employed officials, directors, members of commissions, boards or other units operated by the **Insured** and under its jurisdiction, or **Employees**, on an official business trip on behalf of the **Insured**;
3. Any vehicle that the **Insured** owns or leases pursuant to a written contract, but solely if being used in the transportation of your elected or appointed or employed officials, directors, members of commissions, boards or other units operated by you and under your jurisdiction, or **Employees**.

**Premises** does not include:

- a. Any building, facility, or other real property owned, rented or leased by, or under the management and direction of any individual or entity other than the **Insured**, other than as described in paragraph **2.** above;
- b. Any location for an event independently organized by **Employees** or others without the knowledge or approval of the **Insured**; or
- c. Any vehicle, other than as described in paragraph **3.** above.

**W. Professional Health Care Services** means any medical, surgical, nursing, psychiatric or dental service, except:

1. The acts of employed certified emergency medical service personnel in the course and scope of their duties for you; and
2. The acts of employed licensed nurses, school psychologists, physical therapists, speech therapists emergency medical technicians or paramedics in the course and scope of their duties for you.

**X. Property Damage** means:

1. Physical injury to, or loss or destruction of, tangible property, including the loss of use thereof; and
2. Loss of use of tangible property which has not been physically injured, damaged or destroyed.

**Y. Public Crisis Event** means:

1. Any violent act of a criminal nature taking place on the **Insured's Premises** which caused **Bodily Injury** to a **Victim**; or
2. A credible threat communicated to the **Insured** of a violent act of a criminal nature taking place on the **Insured's Premises** which the **Insured** reasonably believed may imminently cause **Bodily Injury** to a **Victim**;

in response to which the **Insured**:

- a. Implements its **Emergency Response Plan**;
- b. Contact federal, state or local policy authorities for assistance; and
- c. Invokes an emergency succession plan due to **Bodily Injury** to a **Victim**, or the credible threat thereof.

**Public Crisis Event** involving a sequence or series of related violent acts or threats will be deemed to have taken place at the time the first violent act began or threat occurred. Continuous or repeated exposure to substantially the same acts or threats, regardless of how many **Victims** by the same perpetrator, or two or more perpetrators acting in concert, shall be considered one **Public Crisis Event**.

**Z. Public Entity** means the municipality, governmental body, department or unit which is shown in the Declarations as the Named Insured.

**AA. Public Relations Expenses** means the reasonable and necessary fees and expenses incurred by the **Insured** in response to a **Public Crisis Event**, within 120 days after such **Public Crisis Event** took place, for services performed by a **Crisis Management Firm** to minimize potential negative publicity or loss of goodwill to the name or reputation of the **Insured** arising from such **Public Crisis Event**, including but not limited to maintaining and restoring public confidence in the **Insured** and providing advice to the **Insured**.

**BB. Related Claims** means all **Claims** arising out of a single **Wrongful Act** or a series of **Related Wrongful Acts**. All **Related Claims** that are made and reported before the end of the **Policy Period** or any **Extended Reporting Period** provided shall be deemed to have been first made on the earliest date any **Related Claim** is first made against the **Insured**, regardless of whether that earliest date is before the **Policy Period**, during the **Policy Period**, or during the **Extended Reporting Period**, and regardless of the number of **Related Claims**, claimants, defendants or causes of action.

**CC. Related Wrongful Acts** means all **Wrongful Acts** that have as a common nexus any act, circumstance, situation, event, transaction, cause or series of related facts, circumstances, situations, events, transactions or causes.

**DD. Retaliation** means a wrongful act of an **Insured** relating to or alleged to be in response to any of the following activities:

1. The disclosure or threat of disclosure by your **Employee** to a superior or to any governmental agency of any act by an **Insured** which act is alleged to be a violation of any federal, state, local or foreign law, common or statutory, or any rule or regulation promulgated thereunder;
2. The actual or attempted exercise by your employee of any right that such employee has under

law, including rights under workers' compensation laws, the Family and Medical Leave Act, the Americans with Disabilities Act or any other law relating to employee rights;

3. The filing of any claim under the Federal False Claims Act or any other federal, state, local or foreign whistle-blower law;
4. Strikes by your employees; or
5. Political affiliation.

**EE. Retroactive Date** means the date specified in the Declarations.

**FF. Sexual abuse** means any actual, attempted or alleged sexual conduct by a person, or by persons acting in concert, which causes injury. **Sexual abuse** includes **sexual molestation**, sexual assault, sexual exploitation, or sexual injury. It does not include sexual harassment.

**GG. Sexual molestation** means physical **sexual abuse** of any person, including but not limited to, any non-consensual physical sexual involvement or physical sexual contact.

**HH. Travel/Printing Expenses** means the reasonable and necessary expense incurred by the **Insured** in response to a **Public Crisis Event** within 120 days after such **Public Crisis Event** took place for printing, advertising, mailing materials, or travel by any **Insured** or the **Crisis Management Firm** in connection with such **Public Crisis Event**.

**II. Victim** means:

1. Any elected or appointed or employed officials, directors, members of commissions, boards or other unit operated by the **Insured** and under its jurisdiction;
2. Any **Business Invitee**; or
3. Any **Employee**;

who sustain(s) a **Bodily Injury**.

Provided however, **Victim** shall not include any independent contractor or subcontracted personnel working on the **Premises** or any person who has or is alleged to have made any attempt at, or knowingly participated in, or encouraged any **Public Crisis Event**.

**JJ. Wrongful Act** means:

1. With respect to Public Officials' Liability, any actual or alleged act, error or omission, neglect or breach of duty committed by you, or by any other **Insured** solely in the performance of duties for you.
2. With respect to Employment Practices Liability, a **Wrongful Employment Practice** or **Wrongful Third Party** committed by you, or by any other **Insured** solely in the performance of duties for you.

**KK. Wrongful Employment Practice** means any actual or alleged:

1. Wrongful dismissal or discharge or termination of employment, whether actual or constructive;
2. Employment related misrepresentation;
3. Violation of any federal, state, or local laws (whether common or statutory) concerning employment or discrimination in employment;
4. Sexual harassment or other unlawful workplace harassment;
5. Wrongful deprivation of a career opportunity or failure to employ, promote or grant tenure;
6. Wrongful discipline of employees;

7. Negligent evaluation of employees;
8. Failure to adopt adequate workplace or employment policies and procedures; or
9. Employment related libel, slander, defamation or invasion of privacy.

**LL. Wrongful Third Party** means any actual or alleged against an **Insured** by a third-party individual (other than another **Insured**, or a student minor) with whom an **Insured** interacts for the **Premises** of conducting official business on behalf of the **Insured**:

1. Harassment (including sexual harassment);
2. Discrimination based upon age, gender, race, color, national origin, religion, sexual orientation or preference, pregnancy or disability or any basis prohibited by federal, state or local laws; or
3. Invasion of privacy.

The foregoing definitions shall apply equally to the singular and plural forms of the respective words.

#### **SECTION IV – EXCLUSIONS**

We shall not be liable for **Damages** or **Claim Expenses** on account of any **Claim**:

- A. Based upon, arising out or attributable to any actual dishonest, fraudulent, criminal or malicious act, error or omission, or any intentional or knowing violation of the law by an **Insured**. The applicability to this exclusion to any specific **Insured** may be determined by an admission of such **Insured**, a finding, or a final adjudication on the proceeding constituting the **Claim** or in a proceeding separate from or collateral to the **Claim**. If any specific **Insured** in fact engaged in the conduct specified in this exclusion, such **Insured** shall reimburse us for any **Claim Expenses** advanced to or on behalf of such **Insured**.
- B. Seeking relief or redress in any form other than monetary damages or **Claim Expenses** for a **Claim** seeking such non-monetary relief, except as provided in the **SECTION II - SUPPLEMENTARY PAYMENTS**.
- C. Alleging, based upon, arising out or attributable to any:
  1. **Bodily Injury**;
  2. **Property Damage**;
  3. **Personal Injury**;
  4. **Advertising Injury**;
  5. Any allegation that an **Insured** negligently employed, investigated, supervised or retained any person who is liable or responsible for such injury or damage, as it relates to items **C. 1.**, **C.2.**, **C.3.** and **C.4.** above; or
  6. Any willful violation of any statute, ordinance or regulation committed by you or an **Insured** or with your knowledge or consent as it relates to items **C. 1.**, **C.2.**, **C.3.**, and **C.4.** above.
- D. Alleging, based upon, arising out or attributable to inverse condemnation, eminent domain, temporary or permanent taking, adverse possession, dedication by adverse use, condemnation proceedings, or claims brought under Florida Statute 70.001, the "Bert J. Harris, Jr., Private Property Rights Protection Act," or any similar claim by whatever name called.
- E. Alleging, based upon, arising out or attributable to the failure to effect or maintain any insurance or bond, which shall include, but not be limited to, insurance provided by self-insurance arrangements, pools, self-insurance trusts, captive insurance companies, retention groups, reciprocal exchanges or any other plan or agreement of risk transfer or assumption.
- F. Alleging, based upon, arising out or attributable to the gaining in fact of any profit or financial

advantage to which the **Insured** was not legally entitled.

- G. Alleging, based upon, arising out or attributable to the return or improper assessment of taxes, assessments, penalties, fines, fees.
- H. Alleging, based upon, arising out or attributable to:
  - 1. The actual, alleged or threatened discharge, dispersal, release, escape, seepage, migration or disposal of **Pollutants**; or
  - 2. Any direction or request that any **Insured** test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **Pollutants**, or any voluntary decision to do so.
- I. Alleging, based upon, arising out or attributable to the planning, construction, maintenance, operation or use of any nuclear reactor, nuclear waste storage or disposal site or any other nuclear facility; the transportation of nuclear material; or any nuclear reaction or radiation, or radioactive contamination, regardless of its cause.
- J. Arising, directly or indirectly, out of a **Certified Act of Terrorism**.
- K. Alleging, based upon, arising out or attributable to an actual or alleged violation of the responsibilities, obligations or duties imposed by the Employee Retirement Income Security Act of 1974, any similar state or local laws, and any rules and regulations promulgated thereunder and amendments thereto.
- L. Brought or maintained by or on behalf of or in the right of any **Insured**, however, with respects any **Claim** alleging any **Wrongful Employment Practices**, this exclusion shall only apply to cross-claims or counter-claims brought or maintained by, on behalf of, or in the right of one **Insured** against another **Insured**.
- M. Alleging, based upon, arising out or attributable to breach of contract, warranty, guarantee or promise unless such liability would have attached to the **Insured** even in the absence of such contract, warranty, guarantee or promise. However, this exclusion shall not apply to any **Claim** alleging any **Wrongful Employment Practices**.
- N. Alleging, based upon, arising out or attributable to any actual or alleged liability assumed by the **Insured** under any contract or agreement, unless such liability would have attached to the **Insured** even in the absence of such contract.
- O. Alleging, based upon, arising out or attributable to any actual or alleged violation of any antitrust, restraint of trade or other law, rule or regulation which protects competition.
- P. Alleging, based upon, arising out or attributable to the operation of or activities of any hospitals, clinics, treatment center or other public medical, psychiatric or psychological facility, medical, psychiatric or psychological treatment facility or infirmary at a prison, jail or other correctional facility of incarceration, nursing homes, or other health care operations, unless specifically included by endorsement attached.
- Q. Based upon, directly or indirectly resulting from, or in consequence of or in any way involving the actual, alleged or threatened:
  - 1. **Sexual Abuse** or **Sexual Molestation** by anyone of any person while in the care, custody or control of any **Insured**;
  - 2. The negligent employment, investigation, supervision or retention of any **Insured** alleged to have sexually abused or sexually molested any person while in the care, custody or control of any **Insured**; or
  - 3. The failure of any **Insured** to report **sexual abuse** or **sexual molestation** when required to do so.
- R. Alleging, based upon, arising out or attributable to the rendering or failure to render medical services,



including without limitation:

1. Providing medical, surgical, dental, psychiatric or nursing treatment, care, diagnosis or services, including the furnishing of food or beverage in connection therewith;
  2. Furnishing or dispensing drugs or medical, dental or surgical supplies or appliances;
  3. Handling, arranging or performing post-mortem examinations on human bodies;
  4. Providing services as a member of or participant in a formal medical accreditation or similar medical professional board or committee of a hospital or a professional society;
  5. Providing services as a member of or participating in a formal medical peer review committee, board or similar medical peer review group of a hospital or a professional society; or
  6. Proffering any advice, counseling, training and oversight in connection with any of the above except as provided under Florida Statute 401.265.
- S. Alleging, based upon, arising out or attributable to:
1. Any prior or pending litigation filed on or before the effective date of the first agreement issued and continuously renewed by us, or the same or substantially the same **Wrongful Act**, fact, circumstance or situation underlying or alleged therein; or
  2. Any other **Wrongful Act** which, together with a **Wrongful Act** in any prior or pending litigation, would constitute **Related Wrongful Acts**.
- T. Alleging, based upon, arising out or attributable to:
1. Any **Wrongful Act**, fact, circumstance or situation which has been the subject of any written notice given under any other agreement or policy; or
  2. Any other **Wrongful Act** which, together with a **Wrongful Act** which has been the subject of such notice, would constitute **Related Wrongful Acts**.
- U. Alleging, based upon, arising out or attributable to any **Wrongful Act** prior to the inception date of the first agreement issued by us and continuously renewed and maintained, if on or before such date any **Insured** knew or could have reasonably foreseen that such **Wrongful Act** could lead to a **Claim**.
- V. Solely with respect to any **Claim** under **SECTION I - COVERAGE AGREEMENTS**, paragraph **B. Employment Practices Liability and Third-Party Liability**:
1. Alleging, based upon, arising out or attributable to any violation of the responsibilities, obligations or duties imposed by:
    - a. Any worker's compensation, disability benefits, unemployment compensation, unemployment insurance, retirement benefits, social security benefits or similar law;
    - b. The Fair Labor Standards Act (except the Equal Pay Act);
    - c. The National Labor Relations Act;
    - d. The Worker Adjustment and Retraining Notification Act;
    - e. The Consolidated Omnibus Budget Reconciliation Act;
    - f. The Occupational Safety and Health Act;or any rules or regulations of any of such statutes or laws, amendments thereto or any similar provisions of any federal, state, local or foreign statutory law or common law; provided however, this exclusion shall not apply to a **Claim** for **Retaliation**.
  2. Alleging, based upon, arising out or attributable to any costs or liability incurred by any **Insured**

to provide any reasonable accommodations required by, made as a result of, or to conform with the requirements of, the Americans With Disabilities Act of 1992, as amended, or any similar federal, state or local law, regulation or ordinance, including the modification of any building, property or facility to make it more accessible or accommodating to any disabled person.

- W.** Arising out of any actual or alleged act or omission resulting from law enforcement activities of any police department or any other law enforcement agencies, including their agents or employees. This exclusion does not apply to **Claims** arising out of any actual or alleged acts or omissions by school employees or volunteers that have been certified as school guardians under Florida Statute 30.15 and appointed to serve their schools as a safe-school officer under Florida Statute 1006.12.
- X.** Based on or arising out of the infringement of copyright, trademark, plagiarism, piracy or misappropriation of any ideas or other intellectual property.
- Y.** Based upon, directly or indirectly resulting from Electronic Vandalism. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage. As used in this exclusion, Electronic Vandalism means:
  - 1.** Willful or malicious destruction of computer programs, content, instructions or other electronic or digital data stored within **Computer Systems**;
  - 2.** Unauthorized computer code or programming that:
    - a.** Deletes, distorts, corrupts or manipulates computer programs, content, instructions or other electronic or digital data, or otherwise results in damage to computers or **Computer Systems** or networks to which it is introduced;
    - b.** Replicates itself, impairing the performance of computers or **Computer Systems** or networks; or
    - c.** Gains remote control access to data and programming within computers or **Computer Systems** or networks to which it is introduced, for uses other than those intended for authorized users of the computers or **Computer Systems** or networks.

With respect to any activity that comes within the terms of exclusion **BB.** (War and Military Action Exclusion) and involves Electronic Vandalism, exclusion **BB.** (War and Military Action Exclusion) supersedes this exclusion **Y.** (Electronic Vandalism Exclusion). With respect to any activity that comes within the terms of exclusion **J.** (Terrorism Exclusion) and involves Electronic Vandalism, exclusion **J.** (Terrorism Exclusion) supersedes this exclusion **Y.** (Electronic Vandalism Exclusion).

- Z.** Based upon or arising out of:
  - a.** Any activity for which an **Insured** is acting in a fiduciary capacity; or
  - b.** Any debt financing, including but not limited to bonds, notes, debentures and guarantees of debt; or
  - c.** The formulation of tax rates, the collection of taxes, or the formulation of tax refunds.
- AA.** Arising directly or indirectly out of, resulting from, caused or contributed to by electromagnetic radiation, provided that such loss, cost or expense results from or is contributed to by the hazardous properties of electromagnetic radiation. This includes any costs for the actual or threatened abatement, mitigation, or removal.
- BB.** Arising directly or indirectly out of:
  - 1.** Hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack:
    - a.** By any government or sovereign power (de jure or de facto), or by any authority maintaining

or using military, naval or air forces;

b. By military, naval or air forces; or

c. By an agent of any such government, power, authority or forces.

2. Invasion, insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence.

Any discharge, release, explosion or use of any chemical or biological agent, or any weapon or device of war employing nuclear fission or fusion, will be conclusively presumed to be such a hostile or warlike action by such a government, power, authority or forces.

With respect to any action that comes within the terms of this exclusion **BB**. (War and Military Action Exclusion) and:

1. Involves nuclear reaction or radiation, or radioactive contamination, this exclusion **BB**. (War and Military Action Exclusion) supersedes exclusion **I**. (Nuclear Hazard Exclusion);

2. Involves Electronic Vandalism as defined in exclusion **Y**. (Electronic Vandalism Exclusion), this exclusion **BB**. (War and Military Action Exclusion) supersedes exclusion **Y**. (Electronic Vandalism Exclusion);

3. Comes within the terms of exclusion **J**. (Terrorism Exclusion), this Exclusion **BB**. (War and Military Action Exclusion) supersedes exclusion **J**. (Terrorism Exclusion).

**CC**. That includes an award for punitive or exemplary damages.

**DD**. Based upon or arising out of any **Hazardous Substances**.

**EE**. Arising out of the ownership, maintenance, use or entrustment to others, or control of or responsibility for any airfield, airport, aircraft, runway, hangar, building or other property or facility designed for, used, connected, associated or affiliated with or in any way related to aviation or aviation activities. Use includes operation and loading or unloading.

This exclusion does not apply to premises exposure for those common areas open to the public including but not limited to parking areas, sidewalks, and terminal buildings.

**FF**. Arising out of, in connection with or caused or contributed to by any failure or inability to supply or any interruption of any adequate quantity of power, steam, pressure, or fuel.

**GG**. Arising out of or caused or contributed to by any subsidence, erosion or earth movement.

**HH**. Due to the rendering or failure to render any **Professional Health Care Services**, but not including emergency medical services for first aid performed by employed licensed nurses, school psychologists, physical therapists, speech therapists, emergency medical technicians, paramedics or Medical Director while in the course and scope of their duties.

**II**. Arising out of the sale or distribution or handling of contaminants, or **Pollutants** including but not limited to acids, alkylides, chemicals, **Fungi**, metals, or bacteria in water sold, handled or distributed on behalf of the Named Insured.

**JJ**. Arising out of any **Claim** for injunctive, declaratory, or equitable relief and costs inclusive of any attorney's fees arising therefrom.

**KK**. Arising out of any activity or function by or on behalf of any law enforcement agency or any agent thereof and/or activity or function related to the administration of the criminal justice system, including secondary employment of any law enforcement official.

## **SECTION V - ESTATES, LEGAL REPRESENTATIVES AND SPOUSES**

The estates, heirs, legal representatives, assigns, spouses and legally recognized domestic partners of an **Insured** shall be considered **Insureds** under this Coverage Form; but coverage is afforded to such estates, heirs, legal representatives, assigns, spouses and legally recognized domestic partners only for a **Claim** arising solely out of their status as such and, in the case of a spouse or legally recognized domestic partner, where the **Claim** seeks **Damages** from marital community property, jointly held property or property transferred from an **Insured** to the spouse or legally recognized domestic partner. No coverage is provided for any **Wrongful Act** of an estate, heir, legal representative, assign, spouse or legally recognized domestic partner. All of the terms and conditions of this Coverage Form including, without limitation, the Deductible applicable to **Damages** and **Claim Expenses** incurred by **Insureds**, shall also apply to **Damages** and **Claim Expenses** incurred by such estates, heirs, legal representatives, assigns, spouses and legally recognized domestic partners.

## **SECTION VI - EXTENDED REPORTING PERIODS**

If we terminate or do not renew this Coverage Form (other than for failure to pay a premium when due), or if you terminate or do not renew this Coverage Form and do not obtain replacement coverage as of the effective date of such cancellation or non-renewal, you shall have the right, upon payment of the additional premium described below, to a continuation of the coverage granted by this Coverage Form for at least one **Extended Reporting Period** as follows:

### **A. Automatic Extended Reporting Period**

You shall have continued coverage granted by this **Coverage Agreement** for a period of 75 days following the effective date of such termination or nonrenewal, but only for **Claims** first made during such 75 days and arising from **Wrongful Acts** taking place prior to the effective date of such termination or nonrenewal and subsequent to the retroactive date shown on the declarations page. This Automatic **Extended Reporting Period** shall immediately expire upon the purchase of replacement coverage by you.

### **B. Optional Extended Reporting Period**

You shall have the right, upon payment of the additional premium of 100% of the expiring premium, set forth in the Declarations, to purchase an **Optional Extended Reporting Period**, for the period of 12 months following the effective date of such termination or nonrenewal, but only for **Claims** first made during such **Optional Extended Reporting Period** and arising from **Wrongful Acts** taking place prior to the effective date of such termination or nonrenewal and subsequent to the retroactive date shown on the declarations page.

This right to continue coverage shall lapse unless written notice of such election is given by you to us, and we receive payment of the additional premium, within 30 days following the effective date of termination or nonrenewal. The first 75 days of the **Optional Extended Reporting Period**, if it becomes effective, shall run concurrently with the Automatic **Extended Reporting Period**.

**C.** We shall give you notice of the premium due for the **Extended Reporting Period** as soon as practicable following the date you give such notice of such election, and such premium shall be paid by you to us within 30 days following the effective date of termination or nonrenewal. The **Extended Reporting Period** is not cancelable and the entire premium for the **Extended Reporting Period** shall be deemed fully earned and nonrefundable upon payment.

**D.** The **Extended Reporting Period**, if exercised, shall be part of and not in addition to the Limit of Liability for the immediately preceding **Policy Period**. The purchase of the **Extended Reporting Period** shall not increase or reinstate the Limit of Liability, which shall be our maximum liability of for the **Policy Period** and **Extended Reporting Period**, combined.

**E.** A change in the terms, conditions, exclusions and/or premiums of this Coverage Form shall not be

considered a nonrenewal for purposes of triggering the rights to the Automatic or Optional **Extended Reporting Period**.

#### **SECTION VII - LIMIT OF LIABILITY**

In the event of a suit or **Claim** triggering coverage under this Coverage Part and the General Liability Coverage Part, the terms and conditions in paragraph **M. TWO OR MORE COVERAGE FORMS** in the **COMMON AGREEMENT CONDITIONS** also apply.

Regardless of the number of Coverages purchased, **Insureds** against whom **Claims** are brought, **Claims** made or persons or entities making **Claims**, the following applies:

##### **A. Limit of Liability for Coverage(s) Purchased**

1. The Each **Claim** Limit of Liability stated in the Declarations for a Coverage purchased is our maximum liability under that Coverage for the sum of all **Damages** because of each **Claim**, including each **Claim** alleging **Related Wrongful Acts**, first made and reported during the **Policy Period**.
2. The Aggregate Limit of Liability stated in the Declarations for a Coverage purchased is our maximum liability under that Coverage for the sum of all **Damages** because of all **Claims**, including all **Claims** alleging **Related Wrongful Acts**, first made and reported during the **Policy Period**.
3. **Claim Expenses** shall be in addition to the Aggregate Limit of Liability stated in the Declarations and shall not reduce such Aggregate Limit of Liability.

##### **B. Maximum Aggregate Limit of Liability**

The Maximum Aggregate Limit of Liability stated in the Declarations is our maximum liability under all Coverages purchased for the sum of all **Damages** under this Coverage Form.

##### **C. Deductible**

The Deductible stated in the Declarations is applicable to each **Claim** under **SECTION I – COVERAGE AGREEMENTS**, including each **Claim** alleging **Related Wrongful Acts**, and applies to both **Damages** and **Claim Expenses** combined. The Deductible shall be paid by you and shall be borne at the risk of all **Insureds** and shall remain not covered during the **Policy Period**. The Limits of Liability set forth in the Declarations are in addition to and in excess of the Deductible. If different parts of a single **Claim** are subject to different Deductibles, the applicable Deductible shall be applied separately to each part of the **Damages** and **Claim Expenses**, but the sum of such Deductibles shall not exceed the largest applicable Deductible. The Deductible does not apply to Supplementary Payments made under this agreement, unless otherwise stated.

##### **D. Multiple Claims**

All **Related Claims** shall be deemed a single **Claim**, and such **Claim** shall be deemed first made on the date the earliest of such **Related Claims** was first made.

#### **SECTION VIII – NOTICE**

- A.** The **Insured** shall, as a condition precedent to our obligations under this Coverage Form, give immediate written notice to us of any **Claim**, but in no event later than 30 days after the end of the **Policy Period**, the Automatic **Extended Reporting Period**, or, if elected, the Optional **Extended Reporting Period**.
- B.** The **Insured** shall immediately forward to us, every demand, notice, summons, or other process or pleadings received by the **Insured** or the **Insured's** representatives.
- C.** If, during the **Policy Period**, any **Insured** becomes aware of any **Wrongful Act** which may reasonably be expected to give rise to a **Claim** against the **Insured**, and during the **Policy Period** gives written

notice thereof to us with all available particulars, including but not limited to:

1. The specific **Wrongful Act**;
2. The dates and persons involved;
3. The identity of anticipated or possible claimants;
4. The circumstances by which the **Insured** first became aware of the possible **Claim**;

and a **Claim** is subsequently made against the **Insured** arising from such **Wrongful Act** and properly reported to us, the **Claim** shall be deemed to have been first made at the time such written notice was received by us.

- D. All notices under any provision of this Coverage Form shall be in writing and given by prepaid express courier, certified mail or facsimile transmission properly addressed to the appropriate party. Notice by the **Insureds** may be given to you at the address shown in the Declarations. Notice given as described above shall be deemed to be received and effective upon actual receipt thereof by the addressee.
- E. 1. The **Insured** must notify us in writing as soon as practicable during the **Policy Period** but in no event more than 10 days after the **Public Crisis Event** first took place. The written notice must be as complete as possible, stating how, when, and where the **Public Crisis Event** took place and the **Bodily Injury** or damage arising therefrom, and providing a summary of the **Crisis Management Expenses** incurred or expected to be incurred.
2. To be eligible for coverage, **Crisis Management Expenses** must be submitted to us not later than 90 days after such **Crisis Management Expenses** are incurred.
3. We will be permitted, but not obligated, to inspect the **Insured's** property and operations and to review the **Emergency Response Plan** at any time, upon reasonable notice. Neither our right to make such inspection or review nor the making of any such inspection or review shall constitute an undertaking, on behalf of or for the benefit of the **Insured** or others, to determine or warrant that such property and operations are safe or that the **Emergency Response Plan** is adequate, effective or legal.

#### **SECTION IX - DEFENSE AND SETTLEMENT**

- A. We shall have the right and duty to defend any covered **Claim** brought against an **Insured** even if such **Claim** is groundless, false or fraudulent. The **Insured** shall not admit or assume liability or settle or negotiate to settle any **Claim** or incur any **Claim Expenses** without our prior written consent, and we shall have the right to appoint counsel and to make such investigation and defense of a covered **Claim** as we deem necessary.
- B. We shall not settle any **Claim** without your written consent. If you refuse to consent to a settlement acceptable to the claimant in accordance with our settlement recommendation, then, subject to the applicable Limit of Liability of the Declarations, our liability for such **Claim** will not exceed:
1. The amount for which such **Claim** could have been settled by you plus **Claim Expenses** up to the date you refused to settle such **Claim**; plus
  2. Sixty percent (60%) of any **Damages** and/or **Claim Expenses** in excess of the amount of clause above, incurred in connection with such **Claim**.
- C. We shall not be obligated to investigate, defend, pay or settle, or continue to investigate, defend, pay or settle any **Claim** after any applicable Limit of Liability specified in the Declarations has been exhausted by payment of **Damages** and **Claim Expenses**, or by any combination thereof, or after we have deposited the remainder of any unexhausted applicable Limit of Liability into a court of competent jurisdiction. In either such case, we shall have the right to withdraw from the further

investigation, defense, payment or settlement of such **Claim** by tendering control of such **Claim** to the **Insured**.

- D. The **Insureds** shall cooperate with us, and provide to us all information and assistance which we reasonably request including but not limited to attending hearings, depositions and trials and assistance in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and conducting the defense of any **Claim** covered by this Coverage Form. The **Insureds** shall do nothing that may prejudice our position.

#### **SECTION X - REPRESENTATIONS AND SEVERABILITY**

- A. You represent and acknowledge that all the information and statements provided to us by any **Insured**, including information and documentation in, attached to or incorporated in the **Application**, are true, accurate and complete, constitute material representations made by all **Insureds**, are the basis of this Coverage Form, are incorporated into and constituting a part of this Coverage Form, and are material to the acceptance of this risk or the hazard assumed by us under this Coverage Form.
- B. It is understood and agreed that:
1. This Coverage Form is issued in reliance upon the truth and accuracy of such representations;
  2. You have and will provide accurate information with regard to loss control audits and network security assessments; and
  3. This Coverage Form may be null and void in its entirety and we shall have no liability hereunder if a misrepresentation is material to the acceptance of the risk or to the hazard assumed by us; or if the true facts had been known to us pursuant to a requirement under this Coverage Form or other requirement, we, in good faith, would not have issued this coverage, would not have issued it at the same premium rate, would not have issued this coverage in as large an amount, or would not have provided coverage with respect to the hazard resulting in the loss.

#### **SECTION XI - TERRITORY AND VALUATION**

- A. All premiums, limits, Deductibles, **Damages**, **Claim Expenses** and other amounts under this Coverage Form are expressed and payable in the currency of the United States of America. If judgment is rendered, settlement is denominated or another element of **Damages** and **Claim Expenses** under this Coverage Form is stated in a currency other than United States of America dollars, payment under this Coverage Form shall be made in United States dollars at the applicable rate of exchange as published in The Wall Street Journal as of the date the final judgment is reached, the amount of the settlement is agreed upon or the other element of **Damages** or **Claim Expenses** is due, respectively or if not published on such date, the next date of publication of The Wall Street Journal.
- B. Coverage under this Coverage Form shall extend to **Wrongful Acts** taking place or **Claims** made or **Damages** or **Claim Expenses** sustained anywhere in the world, provided the **Claim** is made within the jurisdiction of and subject to the laws of the United States of America, Canada or their respective territories or possessions.

#### **SECTION XII – SUBROGATION**

In the event of any payment under this Coverage Form, we shall be subrogated to the extent of such payment to all the rights of recovery of an **Insured**. The **Insured** shall execute all papers required and shall do everything necessary to secure and preserve such rights, including the execution of such documents necessary to enable us effectively to bring suit or otherwise pursue subrogation rights in the name of the **Insured**.

#### **SECTION XIII - ACTION AGAINST US AND BANKRUPTCY**

- A. Except as provided in **SECTION XVI - ALTERNATIVE DISPUTE RESOLUTION**, no action shall be brought

against us, unless, as a condition precedent thereto, the **Insured** shall have fully complied with all the terms of this Coverage Form, and the amount of the **Insured's** obligation to pay shall have been fully determined either by judgment against the **Insured** after actual trial and appeal or by written agreement of the **Insured**, the claimant and us.

- B. Bankruptcy or insolvency of the **Insured** or of the **Insured's** estate shall neither relieve nor increase any of our obligations hereunder.

#### **SECTION XIV - AUTHORIZATION CLAUSE**

By the acceptance of this Coverage Form, you agree to act on behalf of all **Insureds** with respect to the giving of notice of **Claim**, the giving or receiving of notice of termination or nonrenewal, the payment of premiums, the receiving of any premiums that may become due under this Coverage Form, the agreement to and acceptance of endorsements, consenting to any settlement, exercising the right to the **Extended Reporting Period**, and the giving or receiving of any other notice provided for in this Coverage Form, and all **Insureds** agree that you shall act on their behalf.

#### **SECTION XV - ALTERATION, ASSIGNMENT AND HEADINGS**

- A. Notice to any agent or knowledge possessed by any agent or by any other person shall not affect a waiver or a change in any part of this Coverage Form nor prevent us from asserting any right under the terms of this Coverage Form.
- B. No change in, modification of, or assignment of interest under this Coverage Form shall be effective except when made by a written endorsement to this Coverage Form, which is signed by our authorized representative.
- C. The titles and headings to the various parts, sections, subsections and endorsements of the Coverage Form are included solely for ease of reference and do not in any way limit, expand or otherwise affect the provisions of such parts, sections, subsections or endorsements.

#### **SECTION XVI - ALTERNATIVE DISPUTE RESOLUTION**

The **Insureds** and we shall submit any dispute or controversy arising out of or relating to this Coverage Form or the breach, termination or invalidity thereof to the Alternative Dispute Resolution ("ADR") process set forth in this Section.

Either an **Insured** or us may elect the type of ADR process discussed below; provided, however, that the **Insured** shall have the right to reject the choice by us of the type of ADR process at any time prior to its commencement, in which case the choice by the **Insured** of ADR process shall control.

There shall be two choices of ADR process:

1. Non-binding mediation administered by any mediation facility to which we and the **Insured** mutually agree, in which the **Insured** and we shall try in good faith to settle the dispute by mediation in accordance with the then-prevailing commercial mediation rules of the mediation facility; or
2. Arbitration submitted to any arbitration facility to which the **Insured** and we mutually agree, in which the arbitration panel shall consist of three disinterested individuals. In either mediation or arbitration, the mediator or arbitrators shall have knowledge of the legal, corporate management, or insurance issues relevant to the matters in dispute. In the event of arbitration, the decision of the arbitrators shall be final and binding and provided to both parties, and the award of the arbitrators shall not include attorneys' fees or other costs.

In the event of mediation, either party shall have the right to commence arbitration in accordance with this Section; provided, however, that no such arbitration shall be commenced until at least 60 days after the date the mediation shall be deemed concluded or terminated. In all events, each party shall share equally the expenses of the ADR process. Either ADR process must be commenced in the state indicated



in the Declarations at your principal address. You shall act on behalf of each and every **Insured** in connection with any ADR process under this Section.

**SECTION XVII – LOSS SETTLEMENT**

When we have agreed in writing to the settlement of a claim, we shall tender payment according to the terms of the agreement no later than 20 days after such settlement is reached.

However, a judgment or decree for recovery of money entered in any of the courts of Florida against us shall be fully satisfied within 60 days from and after the entry thereof, or in the case of an appeal from such judgment or decree, within 60 days from and after the affirmance of the same by the appellate court.



**PUBLIC ENTITY  
EXTRA CONTRACTUAL LEGAL EXPENSE COVERAGE ENDORSEMENT ADMINISTRATIVE  
PROCEEDINGS ENDORSEMENT**

NAMED INSURED: Meadow Pines Community Development District  
POLICY NO: 100122048

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This Endorsement modifies coverage provided under the following:

**PUBLIC OFFICIALS' LIABILITY AND EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM, FIA 400**

**I. The following is added to SECTION II - SUPPLEMENTARY PAYMENTS:**

We will reimburse one hundred percent (100%) of the legal fees an **Insured** pays an **Attorney** when such fees are incurred by any of the **Insured's** public officers as a result of an occurrence resulting in a **Covered Action** that alleges wrongdoing of such public officers, up to a maximum of twenty-five thousand dollars (\$25,000) per occurrence, not to exceed one hundred thousand dollars (\$100,000) in the aggregate for the coverage year subject to the following conditions:

1. Coverage for the occurrence does not arise elsewhere in the Coverage Form;
2. The public officer's conduct that gave rise to the **Covered Action** occurred while he or she was lawfully acting in his or her official capacity;
3. Coverage is specifically excluded for any occurrence outside the effective dates of this endorsement;
4. This coverage shall exclude reimbursement for any fines or penalties against the public officer resulting from a **Covered Action**;
5. We will not reimburse legal fees if the Public Officer is found to have breached the public trust or otherwise is found to have committed the violations alleged in the **Covered Action**;
6. The **Insured** provides documentation as is reasonably required by us to demonstrate the legal fees incurred by the public officer and paid by such **Insured**; and
7. After the appropriate Deductible or Self Insured retention, whichever is applicable, is met.

**II. With respect to this Endorsement only, the following definitions are added to SECTION III - DEFINITIONS:**

**Attorney** means a person admitted by the Supreme Court of Florida to practice law in Florida and who is a member in good standing of The Florida Bar. **Attorney** excludes the member's city attorney or customary chief legal adviser.

**Covered Action** means any administrative proceeding before the Florida Public Employees Relation Commission, the State of Florida Commission on Human Relations or the Federal Equal Employment Opportunity Commission, and any **Ethics Proceeding** before the State of Florida Commission on Ethics or an **Ethics Proceeding** before any local ethics commission created by ordinance which has

jurisdiction over the occurrence. **Covered Action** shall include related appeals arising from any of the underlying proceedings described herein.

**Ethics Proceeding** means any proceeding designed to dispose of an ethics complaint initiated in the State of Florida Commission on Ethics alleging a public officer or group of public officers of a member has committed a breach of public trust, excluding any portion of such proceeding prior to the issuance of a "Determination of Investigative Jurisdiction and Order to Investigate."



**PUBLIC ENTITY  
CYBER LIABILITY ENDORSEMENT**

NAMED INSURED: Meadow Pines Community Development District  
POLICY NO: 100122048

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This Endorsement modifies coverage provided under the following:  
**PUBLIC OFFICIALS' LIABILITY AND EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM, FIA 400  
COMMON POLICY CONDITIONS, FIA 002**

<b>SCHEDULE</b>	
<b>Item 1.</b> Endorsement Period:	October 1, 2022 to October 1, 2023
<b>Item 2.</b> Limits of Liability:	
<b>A.</b> Business Interruption Loss	\$100,000 each Claim and in the aggregate including Claim Expenses
<b>B.</b> Cyber Extortion Loss	\$100,000 each Claim and in the aggregate including Claim Expenses
<b>C.</b> Data Recovery Costs	\$100,000 each Claim and in the aggregate including Claim Expenses
<b>D.</b> Data & Network Liability	\$100,000 each Claim and in the aggregate including Claim Expenses
<b>E.</b> Regulatory Defense & Penalties	\$100,000 each Claim and in the aggregate
<b>F.</b> Payment Card Liabilities & Costs	\$100,000 each Claim and in the aggregate
<b>G.</b> Media Liability	\$100,000 each Claim and in the aggregate including Claim Expenses
<b>H.</b> Fraudulent Instruction	\$25,000 each Claim and in the aggregate
<b>I.</b> Funds Transfer Fraud	\$25,000 each Claim and in the aggregate
<b>J.</b> Telephone Fraud	\$25,000 each Claim and in the aggregate
<b>K.</b> Criminal Reward	\$5,000 each Claim and in the aggregate
<b>L.</b> Breach Response Services	\$25,000 each Claim and in the aggregate including Claim Expenses
<b>Item 3.</b> Total Limit of Liability:	\$100,000
Notwithstanding the aggregate Limit of Liability under each Coverage Agreement as set forth in item 2. above, all payments made under this Endorsement, regardless of the number of Coverage Agreements that apply, will reduce the Total Limit of Liability as set forth above. In no event will we pay more than the Total Limit of Liability as set forth above.	
<b>Item 4.</b> Deductibles:	
<b>A.</b> Business Interruption Loss	\$0 each incident
<b>B.</b> Cyber Extortion Loss	\$0 each incident
<b>C.</b> Data Recovery Costs	\$0 each incident
<b>D.</b> Data & Network Liability	\$0 each incident

<b>E. Regulatory Defense &amp; Penalties</b>	Network Expenditure: \$0 each claim
<b>F. Payment Card Liabilities &amp; Costs</b>	\$0 each Claim
<b>G. Media Liability</b>	\$0 each Claim including Claim Expenses
<b>H. Fraudulent Instruction</b>	\$0 each loss
<b>I. Funds Transfer Fraud</b>	\$0 each loss
<b>J. Telephone Fraud</b>	\$0 each loss
<b>K. Criminal Reward</b>	\$0 each loss
<b>L. Breach Response Services</b>	\$0 each incident
Retroactive Date:	October 1, 2015

**THIS ENDORSEMENT'S LIABILITY INSURING AGREEMENTS PROVIDE COVERAGE ON A CLAIMS MADE AND REPORTED BASIS AND APPLY ONLY TO CLAIMS FIRST MADE AGAINST THE MEMBER DURING THE ENDORSEMENT PERIOD OR THE OPTIONAL EXTENDED REPORTING PERIOD (IF APPLICABLE) AND REPORTED TO US IN ACCORDANCE WITH THE TERMS OF THIS ENDORSEMENT. AMMOUNTS INCURRED AS CLAIMS EXPENSES UNDER THIS ENDORSEMENT WILL REDUCE AND MAY EXHAUST THE LIMIT OF LIABILITY AND ARE SUBJECT TO RETENTIONS. COVERAGE FOR EXPENSES OR LOSS MAY REQUIRE OUR PRIOR CONSENT OR APPROVAL. PLEASE READ THE POLICY CAREFULLY.**

The words **we**, **us** and **our** refer to the Florida Municipal Insurance Trust which is providing this coverage. The term **Agreement** refers to the Coverage Agreement to which this Endorsement is attached. Words and phrases that appear in bold have special meaning.

Refer to **DEFINITIONS**. To the extent any words or phrases used in this Endorsement are defined elsewhere in the Agreement, such definitions provided elsewhere do not apply to give meaning to the words or phrases used in this Endorsement.

This Breach Response & Cyber Liability Endorsement is added to the Agreement and the terms and conditions of this Endorsement govern the scope of coverage and your and our duties. This Endorsement amends the Agreement to provide the below-described coverages.

Various provisions in this Endorsement restrict coverage. Read the entire Endorsement carefully to determine your rights and duties and what is and is not covered. The terms, conditions, exclusions and limits of liability set forth in this Endorsement apply only to the coverage provided by this Endorsement.

The terms and conditions of the Cancellation provision of the Agreement, and any amendment to such terms, are incorporated herein and shall apply to coverage as is afforded by this Endorsement, unless specifically stated otherwise herein.

In consideration of the payment of the premium and reliance upon the statements contained in the information and materials provided to us in connection with the underwriting and issuance of this Endorsement and subject to all the provisions, terms and conditions of this Endorsement, we agree as follows:

**I. The following is added to SECTION I – COVERAGE AGREEMENTS:**

**A. Breach Response**

To provide **Breach Response Services** to the **Member** because of an actual or reasonably suspected **Data Breach** or **Security Breach** that the **Member** first discovers during the **Endorsement Period**.

**B. First Party Loss**

1. To indemnify the **Member** for;
  - a. Business Interruption Loss

(1) **Business Interruption Loss** that the **Member** sustains as a result of a **Security Breach** that the **Member** first discovers during the **Endorsement Period**.

b. Cyber Extortion Loss

(1) **Cyber Extortion Loss** that the **Member** incurs as a result of an **Extortion Threat** first made against the **Member** during the **Endorsement Period**

c. Data Recovery Costs

(1) **Data Recovery Costs** that the **Member** incurs as a direct result of a **Security Breach** that the **Member** first discovers during the **Endorsement Period**.

**C. Liability**

1. Data & Network Liability

a. To pay **Damages** and **Claims Expenses**, which the **Member** is legally obligated to pay because of any **Claim** first made against any **Member** during the **Endorsement Period** for:

(1) A **Data Breach**;

(2) A **Security Breach**;

(3) The **Member's** failure to timely disclose a **Data Breach** or **Security Breach**;

(4) Failure by the **Member** to comply with that part of a **Privacy Policy** that specifically;

(a) Prohibits or restricts the **Member's** disclosure, sharing or selling of **Personally Identifiable Information**;

(b) Requires the **Member** to provide an individual access to **Personally Identifiable Information** or to correct incomplete or inaccurate **Personally Identifiable Information** after a request is made; or

(c) Mandates procedures and requirements to prevent the loss of **Personally Identifiable Information**;

Provided the **Member** has in force, at the time of such failure, a **Privacy Policy** that addresses those subsections above that are relevant to such **Claim**.

2. Regulatory Defense & Penalties

a. To pay **Penalties** and **Claims Expenses**, which the **Member** is legally obligated to pay because of a **Regulatory Proceeding** first made against any **Member** during the **Endorsement Period** for a **Data Breach** or a **Security Breach**.

3. Payment Card Liabilities & Costs

a. To indemnify the **Designated Member** for **PCI Fines, Expenses and Costs** which it is legally obligated to pay because of a **Claim** first made against any **Member** during the **Endorsement Period**.

4. Media Liability

a. To pay **Damages** and **Claims Expenses**, which the **Member** is legally obligated to pay because of any **Claim** first made against any **Member** during the **Endorsement Period** for **Media Liability**.

**D. eCrime**

1. To indemnify the **Member** for any direct financial loss sustained resulting from:

a. **Fraudulent Instruction**;

b. **Funds Transfer Fraud**; or

c. **Telephone Fraud;**

That the **Member** first discovers during the **Endorsement Period** or to indemnify the **Member** for **Criminal Reward Funds**.

II. With respect to the coverage under this Endorsement, **SECTION III – DEFINITIONS** is revised as follows:

A. Definition **F. Claim Expenses** is replaced by the following:

**F. Claim Expenses** means:

1. All reasonable and necessary legal costs and expenses resulting from the investigation, defense and appeal of a **Claim**, if incurred by us, or by the **Member** with our prior written consent.; and
2. The premium cost for appeal bonds for covered judgments or bonds to release property used to secure a legal obligation, if required in any **Claim** against a **Member**; provided we will have no obligation to appeal or to obtain bonds.

**Claims Expenses** will not include any salary, overhead, or other charges by the **Member** for any time spent in cooperating in the defense and investigation of any **Claim** or circumstance which might lead to a **Claim** notified under this Endorsement, or costs to comply with any regulatory orders, settlements or judgments.

B. Definition **G. Claim** is replaced by the following:

**G. Claim** means:

1. A written demand received by any **Member** for money or services;
2. With respect to coverage provided under the Regulatory Defense & Penalties insuring agreement only, institution of a **Regulatory Proceeding** against any **Member**; and
3. With respect to coverage provided under part 1. of the Data & Network Liability insuring agreement only, a demand received by any **Member** to fulfill the **Member's** contractual obligation to provide notice of a **Data Breach** pursuant to a **Breach Notice Law**;

C. Multiple **Claims** arising from the same or a series of related, repeated or continuing acts, errors, omissions or events will be considered a single **Claim** for the purposes of this Endorsement. All such **Claims** will be deemed to have been made at the time of the first such **Claim**. Definition **K. Damages** is replaced by the following:

**K. Damages** means a monetary judgment, award, or settlement, including any award of prejudgment or post-judgment interest; but **Damages** will not include:

1. Future profits, restitution, disgorgement of unjust enrichment or profits by a **Member**, or the costs of complying with orders granting injunctive or equitable relief;
2. Return or offset of fees, charges or commissions charged by or owed to a **Member** for goods or services already provided or contracted to be provided;
3. Taxes or loss of tax benefits;
4. Fines, sanctions or penalties;
5. Punitive or exemplary damages or any damages which are a multiple of compensatory damages, unless insurable by law in any applicable venue that most favors coverage for such punitive, exemplary or multiple damages;
6. Discounts, coupons, prizes, awards or other incentives offered to the **Member's** customers or clients;

7. Liquidated damages, but only to the extent that such damages exceed the amount for which the **Member** would have been liable in the absence of such liquidated damages agreement;
8. Fines, costs or other amounts an **Member** is responsible to pay under a **Merchant Services Agreement**; or
9. any amounts for which the **Member** is not liable, or for which there is no legal recourse against the **Member**.

1.

D. The following Definitions are added:

1. **Breach Notice Law** means any statute or regulation that requires notice to persons whose personal information was accessed or reasonably may have been accessed by an unauthorized person. **Breach Notice Law** also includes any statute or regulation requiring notice of a **Data Breach** to be provided to governmental or regulatory authorities.
2. **Breach Response Services** means the following fees and costs in response to an actual or reasonably suspected **Data Breach** or **Security Breach**:
  - a. For an attorney to provide necessary legal advice to the **Member** to evaluate its obligations pursuant to **Breach Notice Laws** or a **Merchant Services Agreement** and in connection with providing the **Breach Response Services** described below;
  - b. For a computer security expert to determine the existence, cause and scope of an actual or reasonably suspected **Data Breach**, and if such **Data Breach** is actively in progress on the **Member's Computer Systems**, to assist in containing it;
  - c. For a PCI Forensic Investigator to investigate the existence and extent of an actual or reasonably suspected **Data Breach** involving payment card data and for a Qualified Security Assessor to certify and assist in attesting to the **Member's** PCI compliance, as required by a **Merchant Services Agreement**;
  - d. To notify those individuals whose **Personally Identifiable Information** was potentially impacted by a **Data Breach**;
  - e. To provide a call center to respond to inquiries about a **Data Breach**;
  - f. To provide a credit monitoring, identity monitoring or other solution approved by us to individuals whose **Personally Identifiable Information** was potentially impacted by a **Data Breach**; and
  - g. Public relations and crisis management costs directly related to mitigating harm to the **Member** which are approved in advance by us in our discretion.
3. **Breach Response Services** will be provided by providers chosen by us in consultation with the **Member**, will be subject to the terms and conditions of this Endorsement, and will not include any internal salary or overhead expenses of the **Member**.
4. **Business Interruption Loss** means:
  - a. **Income Loss**;
  - b. **Forensic Expenses**; and
  - c. **Extra Expense**;

actually sustained during the **Period of Restoration** as a result of the actual interruption of the **Member's** business operations caused by a **Security Breach**. Coverage for **Business Interruption Loss** will apply only after the **Waiting Period** has elapsed.

5. **Business Interruption Loss** will not include (i) loss arising out of any liability to any third party; (ii) legal costs or legal expenses; (iii) loss incurred as a result of unfavorable business conditions; (iv) loss of market or any other consequential loss; or (v) **Data Recovery Costs**.
6. **Computer Systems** means computers, any software residing on such computers and any associated devices or equipment:
  - a. Operated by and either owned by or leased to the **Member**; or



- b. With respect to coverage under the Breach Response, Business Interruption Loss and Liability insuring agreements, operated by a third party pursuant to written contract with the **Member** and used for the purpose of providing hosted computer application services to the **Member** or for processing, maintaining, hosting or storing the **Member's** electronic data.
- 7. **Control Group** means any principal, partner, officer, director, general counsel (or most senior legal counsel) or risk manager of the **Member** and any individual in a substantially similar position.
- 8. **Criminal Reward Funds** means any amount offered and paid by the **Member** with our prior written consent for information that leads to the arrest and conviction of any individual(s) committing or trying to commit any illegal act related to any coverage under this Endorsement; but will not include any amount based upon information provided by the **Member**, the **Member's** auditors or any individual hired or retained to investigate the illegal acts. All **Criminal Reward Funds** offered pursuant to this Endorsement must expire no later than 6 months following the end of the **Endorsement Period**.
- 9. **Cyber Extortion Loss** means:
  - a. Any **Extortion Payment** that has been made by or on behalf of the **Member** with our prior written consent to prevent or terminate an **Extortion Threat**; and
  - b. Reasonable and necessary expenses incurred by **Member** with our prior written consent to prevent or respond to an **Extortion Threat**.
- 10. **Data** means any software or electronic data that exists in **Computer Systems** and that is subject to regular back-up procedures.
- 11. **Data Breach** means the theft, loss, or **Unauthorized Disclosure** of **Personally Identifiable Information** or **Third Party Information** that is in the care, custody or control of the **Member** or a third party for whose theft, loss or **Unauthorized Disclosure** of **Personally Identifiable Information** or **Third Party Information** the **Member** is liable.
- 12. **Data Recovery Costs** means the reasonable and necessary costs incurred by the **Member** to regain access to, replace, or restore **Data**, or if **Data** cannot reasonably be accessed, replaced, or restored, then the reasonable and necessary costs incurred by the **Member** to reach this determination.
  - a. **Data Recovery Costs** will not include: (i) the monetary value of profits, royalties, or lost market share related to **Data**, including but not limited to trade secrets or other proprietary information or any other amount pertaining to the value of **Data**; (ii) legal costs or legal expenses; (iii) loss arising out of any liability to any third party; (iv) **Cyber Extortion Loss** or (v) any of the **Member's** internal salary or overhead expenses.
- 13. **Designated Member** means the entity or organization listed in the Supplemental Declarations.
- 14. **Digital Currency** means a type of digital currency that:
  - a. Requires cryptographic techniques to regulate the generation of units of currency and verify the transfer thereof;
  - b. Is both stored and transferred electronically; and
  - c. Operates independently of a central bank or other central authority.
- 15. **Endorsement Period** means the period of time between the inception date listed in the Supplemental Declarations and the effective date of termination, expiration or cancellation of this Endorsement and specifically excludes any Optional Extension Period or any prior Endorsement period or renewal period.
- 16. **Extortion Payment** means **Money**, **Digital Currency**, marketable goods or services demanded to prevent or terminate an **Extortion Threat**.
- 17. **Extortion Threat** means a threat to:
  - a. Alter, destroy, damage, delete or corrupt **Data**;
  - b. Perpetrate the **Unauthorized Access** or **Use of Computer Systems**;
  - c. Prevent access to **Computer Systems** or **Data**;

- d. Steal, misuse or publicly disclose **Data, Personally Identifiable Information** or **Third Party Information**;
- e. Introduce malicious code into **Computer Systems** or to third party computer systems from **Computer Systems**; or
- f. Interrupt or suspend **Computer Systems**;

Unless an **Extortion Payment** is received from or on behalf of the **Member**.

- 18. **Extra Expense** means reasonable and necessary expenses incurred by the **Member** during the **Period of Restoration** to minimize, reduce or avoid **Income Loss**, over and above those expenses the **Member** would have incurred had no **Security Breach** occurred.
- 19. **Financial Institution** means a bank, credit union, saving and loan association, trust company or other licensed financial service, securities broker-dealer, mutual fund, or liquid assets fund or similar investment company where the **Member** maintains a bank account.
- 20. **Forensic Expenses** means reasonable and necessary expenses incurred by the **Member** to investigate the source or cause of a **Business Interruption Loss**.
- 21. **Fraudulent Instruction** means the transfer, payment or delivery of **Money** or **Securities** by a **Member** as a result of fraudulent written, electronic, telegraphic, cable, teletype or telephone instructions provided by a third party, that is intended to mislead a **Member** through the misrepresentation of a material fact which is relied upon in good faith by such **Member**.

**Fraudulent Instruction** will not include loss arising out of:

- a. Fraudulent instructions received by the **Member** which are not first authenticated via a method other than the original means of request to verify the authenticity or validity of the request;
  - b. Any actual or alleged use of credit, debit, charge, access, convenience, customer identification or other cards;
  - c. Any transfer involving a third party who is not a natural person **Member**, but had authorized access to the **Member's** authentication mechanism;
  - d. The processing of, or the failure to process, credit, check, debit, personal identification number debit, electronic benefit transfers or mobile payments for merchant accounts;
  - e. Accounting or arithmetical errors or omissions, or the failure, malfunction, inadequacy or illegitimacy of any product or service;
  - f. Any liability to any third party, or any indirect or consequential loss of any kind;
  - g. Any legal costs or legal expenses; or
  - h. Proving or establishing the existence of **Fraudulent Instruction**.
22. **Funds Transfer Fraud** means the loss of **Money** or **Securities** contained in a **Transfer Account** at a **Financial Institution** resulting from fraudulent written, electronic, telegraphic, cable, teletype or telephone instructions by a third party issued to a **Financial Institution** directing such institution to transfer, pay or deliver **Money** or **Securities** from any account maintained by the **Member** at such institution, without the **Member's** knowledge or consent.

**Funds Transfer Fraud** will not include any loss arising out of:

- a. The type or kind covered by the **Member's** financial institution bond or commercial crime policy;
- b. Any actual or alleged fraudulent, dishonest or criminal act or omission by, or involving, any natural person **Member**;
- c. Any indirect or consequential loss of any kind;
- d. Punitive, exemplary or multiplied damages of any kind or any fines, penalties or loss of any tax benefit;
- e. Any liability to any third party, except for direct compensatory damages arising directly from **Funds Transfer Fraud**;
- f. Any legal costs or legal expenses; or proving or establishing the existence of **Funds Transfer Fraud**;

- g. The theft, disappearance, destruction of, unauthorized access to, or unauthorized use of confidential information, including a PIN or security code;
  - h. Any forged, altered or fraudulent negotiable instruments, securities, documents or instructions; or
  - i. Any actual or alleged use of credit, debit, charge, access, convenience or other cards or the information contained on such cards.
23. **Income Loss** means an amount equal to:
- a. Net profit or loss before interest and tax that the **Member** would have earned or incurred; and
  - b. Continuing normal operating expenses incurred by the **Member** (including payroll), but only to the extent that such operating expenses must necessarily continue during the **Period of Restoration**.
24. **Individual Contractor** means any natural person who performs labor or service for the **Member** pursuant to a written contract or agreement with the **Member**. The status of an individual as an **Individual Contractor** will be determined as of the date of an alleged act, error or omission by any such **Individual Contractor**.
25. **Loss** means **Breach Response Services, Business Interruption Loss, Claims Expenses, Criminal Reward Funds, Cyber Extortion Loss, Damages, Data Recovery Costs, PCI Fines, Expenses and Costs, Penalties**, loss covered under the eCrime insuring agreement and any other amounts covered under this Endorsement.
- a. Multiple **Losses** arising from the same or a series of related, repeated or continuing acts, errors, omissions or events will be considered a single **Loss** for the purposes of this Endorsement.
  - b. With respect to the Breach Response and First Party Loss insuring agreements, all acts, errors, omissions or events (or series of related, repeated or continuing acts, errors, omissions or events) giving rise to a **Loss** or multiple **Losses** in connection with such insuring agreements will be deemed to have been discovered at the time the first such act, error, omission or event is discovered.
26. **Media Liability** means one or more of the following acts committed by, or on behalf of, the **Member** in the course of creating, displaying, broadcasting, disseminating or releasing **Media Material** to the public:
- a. Defamation, libel, slander, product disparagement, trade libel, infliction of emotional distress, outrage, outrageous conduct, or other tort related to disparagement or harm to the reputation or character of any person or organization;
  - b. A violation of the rights of privacy of an individual, including false light, intrusion upon seclusion and public disclosure of private facts;
  - c. Invasion or interference with an individual's right of publicity, including commercial appropriation of name, persona, voice or likeness;
  - d. Plagiarism, piracy, or misappropriation of ideas under implied contract;
  - e. Infringement of copyright;
  - f. Infringement of domain name, trademark, trade name, trade dress, logo, title, metatag, or slogan, service mark or service name;
  - g. Improper deep-linking or framing;
  - h. False arrest, detention or imprisonment;
  - i. Invasion of or interference with any right to private occupancy, including trespass, wrongful entry or eviction; or
  - j. Unfair competition, if alleged in conjunction with any of the acts listed in parts 5. or 6. above.
27. **Media Material** means any information, including words, sounds, numbers, images or graphics, but will not include computer software or the actual goods, products or services described, illustrated or displayed in such **Media Material**.
28. **Member** means:

- a. The **Designated Member**;
  - b. Any director or officer of the **Member**, but only with respect to the performance of his or her duties as such on behalf of the **Member**;
  - c. An employee or **Individual Contractor** of the **Member**, but only for work done while acting within the scope of his or her employment and related to the conduct of the **Member's** business;
  - d. While acting within the scope of his or her duties or employment, any officer, volunteer, or employee of the **Designated Member**, including elected and appointed officials, and members of the **Designated Member's** boards or commissions.
29. **Merchant Services Agreement** means any agreement between an **Member** and a financial institution, credit/debit card company, credit/debit card processor or independent service operator enabling an **Member** to accept credit card, debit card, prepaid card or other payment cards for payments or donations.
30. **Money** means a medium of exchange in current use authorized or adopted by a domestic or foreign government as a part of its currency.
31. **PCI Fines, Expenses and Costs** means the monetary amount owed by the **Member** under the terms of a **Merchant Services Agreement** as a direct result of a suspected **Data Breach**. With our prior consent, **PCI Fines, Expenses and Costs** includes reasonable and necessary legal costs and expenses incurred by the **Member** to appeal or negotiate an assessment of such monetary amount. **PCI Fines, Expenses and Costs** will not include any charge backs, interchange fees, discount fees or other fees unrelated to a **Data Breach**.
32. **Penalties** means:

- a. Any monetary civil fine or penalty payable to a governmental entity that was imposed in a **Regulatory Proceeding**; and
- b. Amounts which the **Member** is legally obligated to deposit in a fund as equitable relief for the payment of consumer claims due to an adverse judgment or settlement of a **Regulatory Proceeding** (including such amounts required to be paid into a Consumer Redress Fund);

But will not include: (a) costs to remediate or improve **Computer Systems**; (b) costs to establish, implement, maintain, improve or remediate security or privacy practices, procedures, programs or policies; (c) audit, assessment, compliance or reporting costs; or (d) costs to protect the confidentiality, integrity and/or security of **Personally Identifiable Information** or other information.

The insurability of **Penalties** will be in accordance with the law in the applicable venue that most favors coverage for such **Penalties**.

33. **Period of Restoration** means the 180-day period of time that begins upon the actual and necessary interruption of the **Member's** business operations.
34. **Personally Identifiable Information** means:
- a. Any information concerning an individual that is defined as personal information under any **Breach Notice Law**; and
  - b. An individual's drivers license or state identification number, social security number, unpublished telephone number, and credit, debit or other financial account numbers in combination with associated security codes, access codes, passwords or PINs; if such information allows an individual to be uniquely and reliably identified or contacted or allows access to the individual's financial account or medical record information.

But will not include information that is lawfully made available to the general public.

35. **Privacy Policy** means the **Member's** public declaration of its policy for collection, use, disclosure, sharing, dissemination and correction or supplementation of, and access to **Personally Identifiable Information**.

36. **Regulatory Proceeding** means a request for information, civil investigative demand, or civil proceeding brought by or on behalf of any federal, state, local or foreign governmental entity in such entity's regulatory or official capacity.
37. **Securities** means negotiable and non-negotiable instruments or contracts representing either **Money** or tangible property that has intrinsic value.
38. **Security Breach** means a failure of computer security to prevent:
  - a. **Unauthorized Access** or Use of **Computer Systems**, including **Unauthorized Access** or Use resulting from the theft of a password from a **Computer System** or from any **Member**;
  - b. A denial of service attack affecting **Computer Systems**;
  - c. With respect to coverage under the Liability insuring agreements, a denial of service attack affecting computer systems that are not owned, operated or controlled by an **Member**; or
  - d. Infection of **Computer Systems** by malicious code or transmission of malicious code from **Computer Systems**.
39. **Telephone Fraud** means the act of a third party gaining access to and using the **Member's** telephone system in an unauthorized manner.
40. **Third Party Information** means any trade secret, data, design, interpretation, forecast, formula, method, practice, credit or debit card magnetic strip information, process, record, report or other item of information of a third party not insured under this Endorsement which is not available to the general public.
41. **Transfer Account** means an account maintained by the **Member** at a **Financial Institution** from which the **Member** can initiate the transfer, payment or delivery of **Money** or **Securities**.
42. **Unauthorized Access** or Use means the gaining of access to or use of **Computer Systems** by an unauthorized person(s) or the use of **Computer Systems** in an unauthorized manner.
43. **Unauthorized Disclosure** means the disclosure of (including disclosure resulting from phishing) or access to information in a manner that is not authorized by the **Member** and is without knowledge of, consent or acquiescence of any member of the **Control Group**.
44. **Waiting Period** means the period of time that begins upon the actual interruption of the **Member's** business operations caused by a **Security Breach**, and ends after the elapse of eight (8) hours.

III. With respect to the coverage under this Endorsement, **SECTION IV – EXCLUSIONS** is replaced by the following:

**SECTION IV – EXCLUSIONS**

The coverage under this Endorsement will not apply to any Loss arising out of:

**A. Bodily Injury or Property Damage**

1. Physical injury, sickness, disease or death of any person, including any mental anguish or emotional distress resulting from such physical injury, sickness, disease or death; or
2. Physical injury to or destruction of any tangible property, including the loss of use thereof; but electronic data will not be considered tangible property;

**B. Trade Practices and Antitrust**

1. Any actual or alleged false, deceptive or unfair trade practices, antitrust violation, restraint of trade, unfair competition (except as provided in the Media Liability insuring agreement), or false or deceptive or misleading advertising or violation of the Sherman Antitrust Act, the Clayton Act, or the Robinson-Patman Act; but this exclusion will not apply to:
  - a. The Breach Response insuring agreement; or
  - b. Coverage for a **Data Breach** or **Security Breach**, provided no member of the **Control Group** participated or colluded in such **Data Breach** or **Security Breach**;

**C. Gathering or Distribution of Information**

1. The unlawful collection or retention of **Personally Identifiable Information** or other personal information by or on behalf of the **Member**; but this exclusion will not apply to **Claims Expenses** incurred in defending the **Member** against allegations of unlawful collection of **Personally Identifiable Information**; or
2. The distribution of unsolicited email, text messages, direct mail, facsimiles or other communications, wire tapping, audio or video recording, or telemarketing, if such distribution, wire tapping, recording or telemarketing is done by or on behalf of the **Member**; but this exclusion will not apply to **Claims Expenses** incurred in defending the **Member** against allegations of unlawful audio or video recording;

**D. Prior Known Acts & Prior Noticed Claims**

1. Any act, error, omission, incident or event committed or occurring prior to the inception date of this Endorsement if any member of the **Control Group** on or before the inception date of this Endorsement knew or could have reasonably foreseen that such act, error or omission, incident or event might be expected to be the basis of a **Claim** or **Loss**;
2. Any **Claim, Loss**, incident or circumstance for which notice has been provided under any prior policy or endorsement of which this endorsement is a renewal or replacement;

**E. Racketeering, Benefit Plans, Employment Liability & Discrimination**

1. Any actual or alleged violation of the Organized Crime Control Act of 1970 (commonly known as Racketeer Influenced and Corrupt Organizations Act or RICO), as amended;
2. Any actual or alleged acts, errors or omissions related to any of the **Member's** pension, retirement, healthcare, Welfare, profit sharing, mutual or investment plans, funds or trusts;
3. Any employer-employee relations, policies, practices, alleged or actual wrongful employment practices, acts or omissions, or any actual or alleged refusal to employ any person, or misconduct with respect to employees; or
4. Any actual or alleged discrimination;

But this exclusion will not apply to coverage under the Breach Response insuring agreement or parts 1., 2. or 3. of the Data & Network Liability insuring agreement that results from a **Data Breach**; provided no member of the **Control Group** participated or colluded in such **Data Breach**;

**F. Sale or Ownership of Securities & Violation of Securities Laws**

1. The ownership, sale or purchase of, or the offer to sell or purchase stock or other securities;
2. An actual or alleged violation of a securities law or regulation.

**G. Criminal, Intentional or Fraudulent Acts**

Any criminal, dishonest, fraudulent, or malicious act or omission, or intentional or knowing violation of the law, if committed by an **Member**, or by others if the **Member** colluded or participated in any such conduct or activity; but this exclusion will not apply to:

1. **Claims Expenses** incurred in defending any **Claim** alleging the foregoing until there is a final non-appealable adjudication establishing such conduct; or
2. With respect to a natural person **Member**, if such **Member** did not personally commit, participate in or know about any act, error, omission, incident or event giving rise to such **Claim** or **Loss**.

**H. For purposes of this exclusion, only acts, errors, omissions or knowledge of a member of the **Control Group** will be imputed to the **Member. Patent, Software Copyright, Misappropriation of Information****

1. Infringement, misuse or abuse of patent or patent rights;
2. Infringement of copyright arising from or related to software code or software products other than infringement resulting from a theft or **Unauthorized Access** or Use of software code by a person who is not a past, present or future employee, director, officer, partner or independent contractor of the **Member**; or
3. Use or misappropriation of any ideas, trade secrets or **Third Party Information** (i) by, or on behalf of, the **Member**, or (ii) by any other person or entity if such use or misappropriation is done with the knowledge, consent or acquiescence of a member of the **Control Group**;

**I. Governmental Action**

1. A **Claim** brought by or on behalf of any state, federal, local or foreign governmental entity, in such entity's regulatory or official capacity; but this exclusion will not apply to the Regulatory Defense & Penalties insuring agreement;

**J. Other Members & Related Enterprises**

A **Claim** made by or on behalf of:

1. Any **Member**; but this exclusion will not apply to a **Claim** made by an individual that is not a member of the **Control Group** under the Data & Network Liability insuring agreement; or
2. Any business enterprise in which any **Member** has greater than 15% ownership interest or made by any parent company or other entity which owns more than 15% of the **Designated Member**;

**K. Trading Losses, Loss of Money & Discounts**

1. Any trading losses, trading liabilities or change in value of accounts;
2. Any loss, transfer or theft of monies, securities or tangible property of the **Member** or others in the care, custody or control of the **Member**;
3. The monetary value of any transactions or electronic fund transfers by or on behalf of the **Member** which is lost, diminished, or damaged during transfer from, into or between accounts; or
4. The value of coupons, price discounts, prizes, awards, or any other valuable consideration given in excess of the total contracted or expected amount;

But this exclusion will not apply to coverage under the eCrime insuring agreement.

**L. Media-Related Exposures**

With Respect to the Media Liability insuring agreement:

1. Any contractual liability or obligation; but this exclusion will not apply to a **Claim** for misappropriation of ideas under implied contract;
2. The actual or alleged obligation to make licensing fee or royalty payments;
3. Any costs or expenses incurred or to be incurred by the **Member** or others for the reprinting, reposting, recall, removal or disposal of any **Media Material** or any other information, content or media, including any media or products containing such **Media Material**, information, content or media;
4. Any **Claim** brought by or on behalf of any intellectual property licensing bodies or organizations;
5. The actual or alleged inaccurate, inadequate or incomplete description of the price of goods, products or services, cost guarantees, cost representations, contract price estimates, or the failure of any goods or services to conform with any represented quality or performance;
6. Any actual or alleged gambling, contest, lottery, promotional game or other game of chance; or

Any **Claim** made by or on behalf of any independent contractor, joint venturer or venture partner arising out of or resulting from disputes over ownership of rights in **Media Material** or services provided by such independent contractor, joint venturer or venture partner

#### **M. First Party Loss**

With respect to the First Party Loss insuring agreements:

1. Seizure, nationalization, confiscation, or destruction of property or data by order of any governmental or public authority;
2. Costs or expenses incurred by the **Member** to identify or remediate software program errors or vulnerabilities or update, replace, restore, assemble, reproduce, recollect or enhance data or **Computer Systems** to a level beyond that which existed prior to a **Security Breach** or **Extortion Threat**;
3. Failure or malfunction of satellites or of power, utility, mechanical or telecommunications (including internet) infrastructure or services that are not under the **Member's** direct operational control; or
4. Fire, flood, earthquake, volcanic eruption, explosion, lightning, wind, hail, tidal wave, landslide, act of God or other physical event.

#### **N. War and Civil War**

For, resulting from, directly or indirectly occasioned by, happening through or in consequence of: war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority; provided, that this exclusion will not apply to **Cyber Terrorism**. For purposes of this exclusion, **Cyber Terrorism** means the premeditated use of disruptive activities, or threat to use disruptive activities, against a **Computer System** or network with the intention to cause harm, further social, ideological, religious, political or similar objectives, or to intimidate any person(s) in furtherance of such objectives.

#### **O. Radioactive Limitation**

In relation to liability arising outside the U.S.A., its territories or possessions, Puerto Rico or the Canal Zone, this Endorsement does not cover any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

#### **P. Sanction Limitation**

The Trust shall not cover, nor be liable to pay, any **Claim** or provide any benefit hereunder to the extent that the provision of such cover, payment of such **Claim** or provision of such benefit would expose the Trust to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, law or regulations of the European Union, United Kingdom or United States of America.

#### **Q.**

- IV.** With respect to the coverage under this Endorsement, **SECTION VII – LIMIT OF LIABILITY** is replaced by the following:

#### **SECTION VII - LIMITS OF LIABILITY**

##### **A. Limits of Liability**



The Endorsement Aggregate Limit of Liability listed in the Supplemental Declarations (the **Endorsement Aggregate Limit of Liability**) is our combined total limit of liability for all **Loss**, other than **Breach Response Services**, payable under this Endorsement.

The limit of liability payable under each insuring agreement will be an amount equal to the **Endorsement Aggregate Limit of Liability** unless another amount is listed in the Supplemental Declarations. Such amount is the aggregate amount payable under this Endorsement pursuant to such insuring agreement and is part of, and not in addition to, the **Endorsement Aggregate Limit of Liability**.

We will not be obligated to pay any **Damages, Penalties, PCI Fines, Expenses and Costs** or **Claims Expenses**, or to defend any **Claim**, after the **Endorsement Aggregate Limit of Liability** has been exhausted, or after deposit of the **Endorsement Aggregate Limit of Liability** in a court of competent jurisdiction.

#### **B. Breach Response Limits**

Coverage for **Breach Response Services** under this Endorsement is in addition to the **Endorsement Aggregate Limit of Liability**. The Breach Response Aggregate Limit of Coverage listed in the Supplemental Declarations (the **Breach Response Services Aggregate Limit of Coverage**) is our combined total limit of coverage for all legal, forensic, public relations and crisis management, notification, call center and credit or identity monitoring services payable under this Endorsement.

##### **1.**

- V. With respect to the coverage under this Endorsement, **SECTION VI – EXTENDED REPORTING PERIOD** is replaced by the following:

#### **SECTION VI – EXTENDED REPORTING PERIOD**

- A. Upon non-renewal or cancellation of this Endorsement for any reason except the non-payment of premium, the **Designated Member** will have the right to purchase, for additional premium, an Optional Extension Period of twelve (12) months. Coverage provided by such Optional Extension Period will only apply to **Claims** first made against any **Member** during the Optional Extension Period and reported to us during the Optional Extension Period, and arising out of any act, error or omission committed before the end of the **Endorsement Period**. In order for the **Designated Member** to invoke the Optional Extension Period option, the payment of the additional premium for the Optional Extension Period must be paid to us within 60 days of the termination of this Endorsement.
- B. The purchase of the Optional Extension Period will in no way increase the **Endorsement Aggregate Limit of Liability** or any sublimit of liability. At the commencement of the Optional Extension Period the entire premium will be deemed earned, and in the event the **Designated Member** terminates the Optional Extension Period for any reason prior to its natural expiration, We will not be liable to return any premium paid for the Optional Extension Period.

- VI. With respect to the coverage under this Endorsement, the following are added:

#### **RETENTIONS**

- A. The Retention listed in the Supplemental Declarations applies separately to each incident, event or related incidents or events giving rise to a **Claim** or **Loss**. The Retention will be satisfied by monetary payments by the **Designated Member** of covered **Loss** under each insuring agreement. If any **Loss** arising out of an incident or **Claim** is subject to more than one Retention, the Retention for each applicable insuring agreement will apply to such **Loss**, provided that the sum of such Retention amounts will not exceed the largest applicable Retention amount.

- B. Coverage for **Business Interruption Loss** will apply after the **Waiting Period** has elapsed and we will then indemnify the **Designated Member** for all **Business Interruption Loss** sustained during the **Period of Restoration** in excess of the Retention.
- C. Satisfaction of the applicable Retention is a condition precedent to the payment of any **Loss** under this Endorsement, and we will be liable only for the amounts in excess of such Retention.

#### **GENERAL CONDITIONS**

##### **A. Notice of Claim or Loss**

1. The Member must notify us of any Claim as soon as practicable, but in no event later than: (i) 60 days after the end of the Endorsement Period; or (ii) the end of the Optional Extension Period (if applicable).
2. With respect to **Breach Response Services**, the **Member** must notify us of any actual or reasonably suspected **Data Breach** or **Security Breach** as soon as practicable after discovery by the **Member**, but in no event later than 60 days after the end of the **Endorsement Period**. Notice of an actual or reasonably suspected **Data Breach** or **Security Breach** in conformance with this paragraph will also constitute notice of a circumstance that could reasonably be the basis for a **Claim**.
3. With respect to **Cyber Extortion Loss**, the **Designated Member** must notify us as soon as practicable after discovery of an **Extortion Threat** but no later than 60 days after the end of the **Endorsement Period**. The **Designated Member** must obtain our consent prior to incurring **Cyber Extortion Loss**.
4. With respect to **Data Recovery Costs** and **Business Interruption Loss**, the **Designated Member** must notify us as soon as practicable after discovery of the circumstance, incident or event giving rise to such loss. The **Designated Member** will provide us a proof of **Data Recovery Costs** and **Business Interruption Loss**. All loss described in this paragraph must be reported, and all proofs of loss must be provided, to us no later than 6 months after the end of the **Endorsement Period**.
5. The **Designated Member** must notify us of any loss covered under the eCrime insuring agreement as soon as practicable, but in no event later than 60 days after the end of the **Endorsement Period**.
6. Any **Claim** arising out of a Loss that is covered under the Breach Response, First Party Loss or eCrime insuring agreements and that is reported to us in conformance with the foregoing will be considered to have been made during the **Endorsement Period**.

##### **B. Notice of Circumstance**

1. With respect to any circumstance that could reasonably be the basis for a **Claim** (other than a **Data Breach** or **Security Breach** noticed under the Breach Response insuring agreement) the **Member** may give written notice of such circumstance to us as soon as practicable during the **Endorsement Period**. Such notice must include:
  - a. The specific details of the act, error, omission or event that could reasonably be the basis for a **Claim**;
  - b. The injury or damage which may result or has resulted from the circumstance; and
  - c. The facts by which the **Member** first became aware of the act, error, omission or event.
2. Any subsequent **Claim** made against the **Member** arising out of any circumstance reported to us in conformance with the foregoing will be considered to have been made at the time written notice complying with the above requirements was first given to Us during the **Endorsement Period**.

### C. Defense Claims

1. Except with respect to coverage under the Payment Card Liabilities & Costs insuring agreement, We have the right and duty to defend any covered **Claim** or **Regulatory Proceeding**. Defense counsel will be mutually agreed by the **Designated Member** and us but, in the absence of such agreement, our decision will be final.
2. With respect to the Payment Card Liabilities & Costs insuring agreement, coverage will be provided on an indemnity basis and legal counsel will be mutually agreed by the **Designated Member** and us and will be selected from one of the firms on our panel.

### D. Settlement of Claims

1. If the **Member** refuses to consent to any settlement recommended by us and acceptable to the claimant, our liability for such **Claim** will not exceed:
  - a. The amount for which the **Claim** could have been settled, less the remaining Retention, plus the **Claims Expenses** incurred up to the time of such refusal; plus
  - b. Sixty percent (60%) of any **Claims Expenses** incurred after the date such settlement or compromise was recommended to the **Member** plus sixty percent (60%) of any **Damages, Penalties** and **PCI Fines, Expenses** and **Costs** above the amount for which the **Claim** could have been settled;

And we will have the right to withdraw from the further defense of such **Claim**.

The **Member** may settle any **Claim** where the **Damages, Penalties, PCI Fines, Expenses** and **Costs** and **Claims Expenses** do not exceed the Retention, provided that the entire **Claim** is resolved and the **Member** obtains a full release on behalf of the **Member** from all claimants.

### E. Assistance and Cooperation

1. We will have the right to make any investigation we deem necessary, and the **Member** will cooperate with us in all investigations, including investigations regarding coverage under this Endorsement and the information and materials provided to us in connection with the underwriting and issuance of this Endorsement. The **Member** will execute or cause to be executed all papers and render all assistance as is requested by us. The **Member** agrees not to take any action which in any way increases our exposure under this Endorsement. Expenses incurred by the **Member** in assisting and cooperating with us do not constitute **Claims Expenses** under the Endorsement.
2. The **Member** will not admit liability, make any payment, assume any obligations, incur any expense, enter into any settlement, stipulate to any judgment or award or dispose of any **Claim** without our written consent, except as specifically provided in the Settlement of Claims clause above. Compliance with a **Breach Notice Law** will not be considered an admission of liability.

### F. Subrogation

1. If any payment is made under this Endorsement, we shall be granted the **Member's** rights of recovery against any other party, and we will maintain and pursue all such rights of recovery. The **Member** will do whatever is reasonably necessary to secure such rights and will not do anything after an incident or event giving rise to a **Claim** or **Loss** to prejudice such rights. Subrogation recoveries, if any, shall be pursued and allocated as provided in the Coverage Agreement's Member Obligations and Conditions of Coverage section.

### G. Other Insurance

1. The insurance under this Endorsement will apply in excess of any other valid and collectible insurance available to any **Member** unless such other insurance is written only as specific excess insurance over this Endorsement.

#### **H. Action Against Us**

1. No action will lie against us or our representatives unless and until, as a condition precedent thereto, the **Member** has fully complied with all provisions, terms and conditions of this Endorsement and the amount of the **Member's** obligation to pay has been finally determined either by judgment or award against the **Member** after trial, regulatory proceeding, arbitration or by written agreement of the **Member**, the claimant, and us.
2. No person or organization will have the right under this Endorsement to join us as a party to an action or other proceeding against the **Member** to determine the **Member's** liability, nor will we be impleaded by the **Member** or the **Member's** legal representative.
3. The **Member's** bankruptcy or insolvency of the **Member's** estate will not relieve us of our obligations hereunder.

#### **I. Entire Agreement**

1. By acceptance of the Endorsement, the **Member** agrees that this Endorsement embodies all agreements between us and the **Member** relating to this Endorsement. Notice to any agent, or knowledge possessed by any agent or by any other person, will not affect a waiver or a change in any part of this Endorsement or stop us from asserting any right under the terms of this Endorsement; nor will the terms of this Endorsement be waived or changed, except by endorsement issued to form a part of this Endorsement signed by us.

#### **J. Assignment**

1. The interest hereunder of any **Member** is not assignable. If the **Member** dies or is adjudged incompetent, such insurance will cover the **Member's** legal representative as if such representative were the **Member**, in accordance with the terms and conditions of this Endorsement.

#### **K. Singular Form of a Word**

1. Whenever the singular form of a word is used herein, the same will include the plural when required by context.

#### **L. Headings**

1. The titles of paragraphs, clauses, provisions or endorsements of or to this Endorsement are intended solely for convenience and reference, and are not deemed in any way to limit or expand the provisions to which they relate and are not part of the Endorsement.

#### **M. Representation by the Member**

1. The **Member** agrees that the statements contained in the information and materials provided to us in connection with the underwriting and issuance of this Endorsement are true, accurate and are not misleading, and that we issued this Endorsement, and assume the risks hereunder, in reliance upon the truth thereof.

#### **N. Designated Member as Agent**

1. The **Designated Member** will be considered the agent of all **Members**, and will act on behalf of all **Members** with respect to the giving of or receipt of all notices pertaining to this Endorsement, and the acceptance of any endorsements to this Endorsement. The **Designated Member** is responsible for the payment of all premiums and Retentions and for receiving any return premiums.

#### **O. Territory**

1. The Insurance applies to **Claims** made, acts committed, or **Loss** occurring anywhere in the world.

**P. Antistacking**

1. In consideration of the premium charged for the Endorsement, it is hereby understood and agreed that notwithstanding anything to the contrary contained in this Endorsement, in the event any incident, event or related incidents or events, giving rise to a **Claim** or an obligation to provide **Breach Response Services** triggers coverage under this Endorsement and any other endorsement issued by us, our liability under this Endorsement and such other endorsements combined shall not exceed the amount of the largest **Endorsement Aggregate Limit of Liability** or applicable sublimits of liability.



**PUBLIC ENTITY  
AUTOMOBILE LIABILITY DECLARATIONS**

**ITEM ONE**

NAMED INSURED: Meadow Pines Community Development District  
 POLICY NO: 100122048  
 POLICY PERIOD: October 1, 2022 - October 1, 2023

**ITEM TWO**

**SCHEDULE OF COVERAGES AND LIMITS OF LIABILITY**

This Policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those **autos** shown as covered **autos**. **Autos** are shown as covered **autos** for a particular coverage by the entry of one or more of the symbols from **SECTION I - COVERED AUTOS** of the **PUBLIC ENTITY AUTOMOBILE COVERAGE FORM** next to the name of the coverage.

Coverages	Covered Autos	Limit	Premium
Covered Autos Liability	8,9	\$1,000,000	Included
Personal Injury Protection	N/A		Not Included
Auto Medical Payments	N/A		Not Included
Uninsured Motorists including Underinsured Motorists	N/A		Not Included
Physical Damage Comprehensive Coverage	N/A	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire or Lightning.  See item Four for Hired or Borrowed Autos.	Not Included
Physical Damage Specified Causes of Loss Coverage	N/A	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto For Loss Caused By Mischief Or Vandalism  See item Four for Hired or Borrowed Autos.	Not Included
Physical Damage Collision Coverage	N/A	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto  See item Four for Hired or Borrowed Autos.	Not Included

Physical Damage Towing And Labor	N/A	\$0 For Each Disablement Of A Private Passenger Auto	Not Included
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**ITEM THREE: SCHEDULE OF COVERED AUTOS**

SEE ATTACHED SCHEDULE
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**ITEM FOUR: SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS**

COVERED AUTOS LIABILITY COVERAGE				
State	Estimated Annual Cost Of Hire For Each State	Rate	Factor (If Liability Coverage is Primary)	Premium
FL	IF ANY	FLAT CHARGE		Included

PHYSICAL DAMAGE COVERAGES					
Coverage	State	Limit Of Insurance	Estimated Annual Cost Of Hire (Excluding Autos Hired With A Driver)	Rate Per Each \$100 Annual Cost of Hire	Premium
Comprehensive	FL	Actual Cash Value Or Cost Of Repair Or \$35,000, Whichever Is Less, Minus  For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire Or Lightning	\$ IF ANY	\$	Not Included
Specified Causes Of Loss	FL	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus  For Each Covered Auto For Loss Caused By Mischief Or Vandalism	\$	\$	N/A
Collision	FL	Actual Cash Value Or Cost Of Repair or \$35,000, Whichever Is Less, Minus  For Each Covered Auto	\$ IF ANY	\$	Not Included
				Premium	Not Included

**ITEM FIVE: SCHEDULE FOR NON-OWNERSHIP COVERED AUTOS LIABILITY**

Named Insured's Business	Rating Basis	Premium
Districts	IF ANY	Included

**FORMS APPLICABLE TO ALL COVERAGE PARTS: See Policy Forms List – FIA 003.**

Premium For Endorsements	Included
Estimated Total Premium*	Included
*This policy may be subject to final audit.	



**PUBLIC ENTITY  
AUTOMOBILE COVERAGE FORM  
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## PUBLIC ENTITY AUTOMOBILE COVERAGE FORM

Various provisions in this Coverage Form restrict coverage. Read the entire Coverage Form carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Form the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we," "us" and "our" refer to Florida Insurance Alliance which is the Insurer providing this coverage.

"Insured" shall mean any person or organization qualifying as an Insured in the Who Is An Insured provision.

Other words and phrases that appear in **bold-faced type** have special meaning. Refer to **SECTION V - DEFINITIONS**.

### **SECTION I - COVERED AUTOS**

ITEM TWO of the Declarations shows the **auto** that are covered **auto** for each of your coverages. The following numerical symbols describe the **autos** that may be covered **autos**. The symbols entered next to a coverage on the Declarations designate the only **auto** that are covered **autos**.

#### **A. Description of Covered Auto Designation Symbols**

SYMBOL	DESCRIPTION
1.	=ANY <b>AUTO</b> .
2.	=ALL OWNED <b>AUTOS</b> ONLY. Only those <b>autos</b> you own and or lease (and for Liability Coverage any <b>trailers</b> you don't own while attached to power units you own). This also includes all those <b>autos</b> you acquire ownership of after the coverage agreement begins.
3.	=OWNED PRIVATE PASSENGER <b>AUTO</b> ONLY. Only the private passenger <b>autos</b> you own. This includes those private passenger <b>autos</b> you acquire ownership of after the Policy begins.
4.	=OWNED <b>AUTOS</b> OTHER THAN PRIVATE PASSENGER <b>AUTOS</b> ONLY. Only those <b>autos</b> you own that are not of the private passenger type (and for Liability Coverage any <b>trailers</b> you don't own while attached to power units you own). This includes those <b>autos</b> not of the private passenger type you acquire ownership of after the Policy begins.
5.	=OWNED <b>AUTOS</b> SUBJECT TO NO-FAULT. Only those <b>autos</b> you own and or lease that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those <b>autos</b> you acquire ownership of after the Policy begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged.
6.	=OWNED <b>AUTO</b> SUBJECT TO A COMPULSORY UNINSURED MOTORISTS LAW. Only those <b>autos</b> you own and or lease that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists

Coverage. This includes those **autos** you acquire ownership of after the Policy begins provided they are subject to the same state uninsured motorist's requirement.

7. =SPECIFICALLY DESCRIBED **AUTOS**. Only those **autos** described in ITEM THREE of the Declarations for which a premium charge is shown (and for Liability Coverage any **trailers** you don't own while attached to any power unit described in ITEM THREE).
8. =HIRED **AUTOS ONLY**. Only those **autos** you hire, rent or borrow. This does not include any **auto** you hire, rent, or borrow from any of your **employees** or members of their households.
9. =NONOWNED **AUTOS ONLY**. Only those **autos** you do not own, hire, rent or borrow that are used in connection with your business. This includes **autos** owned by your **employees** members of their households but only while used in your business or your personal affairs.
19. =MOBILE EQUIPMENT SUBJECT TO COMPULSORY OR FINANCIAL RESPONSIBILITY OR OTHER MOTOR VEHICLE INSURANCE LAW ONLY. Only those **autos** that are land vehicles and that would qualify under the definition of **mobile equipment** under this Policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.

#### **B. Owned Autos You Acquire After The Policy Begins**

1. If symbols **1, 2, 3, 4, 5, 6** or **19** are entered next to a coverage in ITEM TWO of the Declarations, then you have coverage for **autos** that you acquire of the type described for the remainder of the Policy Period. No additional or return premium during remainder of annual coverage term.
2. But, if symbol **7** is entered next to a coverage in ITEM TWO of the Declarations, an **auto** you acquire will be a covered **auto** for that coverage only if:
  - a. We already cover all **auto** that you own for that coverage or it replaces an **auto** you previously owned that had that coverage; and
  - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.
  - c. Additional and return premium will be subject to pro-rata adjustment.

#### **C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos**

If this Coverage Form provides Liability Coverage, the following types of vehicles are also covered **autos** for Liability Coverage:

1. **Trailers** with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. **Mobile equipment** while being carried or towed by a covered **auto**.
3. Any **auto** you do not own while used with the permission of its owner as a temporary substitute for a covered **auto** you own that is out of service because of its:
  - a. Breakdown;
  - b. Repair;
  - c. Servicing;
  - d. **Loss**; or
  - e. Destruction.

## **SECTION II- COVERED AUTOS LIABILITY COVERAGE**

### **A. Coverage**

We will pay all sums an Insured legally must pay as damages because of **bodily injury** or **property damage** to which this coverage applies, caused by an **accident** and resulting from the ownership, maintenance or use of a covered **auto**.

We will also pay all sums an Insured legally must pay as a **covered pollution cost or expense** to which this coverage applies, caused by an **accident** and resulting from the ownership, maintenance or use of covered **autos**. However, we will only pay for the **covered pollution cost or expense** if there is either **bodily injury** or **property damage** to which this coverage applies that is caused by the same **accident**.

We have the right and duty to defend any Insured against a **suit** asking for such damages or a **covered pollution cost or expense**. However, we have no duty to defend any Insured against a **suit** seeking damages for **bodily injury** or **property damage** or a **covered pollution cost or expense** not covered by this Coverage Form. We may investigate and settle any claim or **suit** as we consider appropriate. Our duty to defend or settle ends when the Covered Autos Liability Coverage Limit has been exhausted by payment of judgments or settlements.

Any **leased auto** designated or described in the Schedule will be considered a covered **auto** you own and not a covered **auto** you hire or borrow. For a covered **auto** that is a **leased auto** Who Is an Insured is changed to include the lessor as an Insured. The coverages provided under this Coverage Form apply to any **leased auto** until the expiration date in the **COMMON POLICY DECLARATIONS**, or when the lessor or his or her agent takes possession of the **leased auto**, whichever occurs first.

#### **1. Who Is an Insured**

The following are Insureds:

- a. You for any covered **auto**.
- b. Anyone else while using with your permission a covered **auto** you own, hire or borrow except:
  - (1) The owner or anyone else from whom you hire or borrow a covered **auto**. This exception does not apply if the covered **auto** is a **trailer** connected to a covered **auto** you own.
  - (2) Your employee if the covered **auto** is owned by that employee or a member of his or her household.
  - (3) Someone using a covered **auto** while he or she is working in a business of selling, servicing, repairing, parking or storing **auto** unless that business is yours.
  - (4) Anyone other than your **employees**, a lessee or borrower or any of their **employees**, while moving property to or from a covered **auto**.
- c. Anyone liable for the conduct of an Insured described above but only to the extent of that liability.

Except with respect to the Limit of Liability, the coverage afforded applies separately to each Insured who is seeking coverage or against whom a claim or **suit** is brought.

#### **2. Coverage Extensions**

- a. Supplementary Payments. In addition to the Limit of Liability, we will pay for the Insured:
  - (1) All expenses we incur.
  - (2) Up to \$1,000 for cost of bail bonds (including bonds for related traffic law violations)

required because of an **accident** we cover. We do not have to furnish these bonds.

- (3) The cost of bonds to release attachments in any **suit** against the Insured we defend, but only for bond amounts within our Limit of Liability.
- (4) All reasonable expenses incurred by the Insured at our request, including actual loss of earning up to \$250 a day because of time off from work.
- (5) All costs taxed against the Insured in any **suit** against the Insured we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the Insured.
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any **suit** against the Insured we defend; but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Liability.

**b. Out-of-State Coverage Extensions.**

While a covered **auto** is away from the state where it is licensed we will:

- (1) Increase the Limit of Coverage for Covered Autos Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered **auto** is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered **auto** is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

**B. Exclusions**

This coverage does not apply to any of the following:

**1. Expected Or Intended Injury**

**Bodily injury** or **property damage** expected or intended from the standpoint of the Insured.

**2. Contractual**

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an **insured contract** provided the **bodily injury** or **property damage** occurs subsequent to the execution of the contract or agreement; or
- b. That the Insured would have in the absence of the contract or agreement.

**3. Workers' Compensation**

Any obligation for which the Insured or the Insured's coverage provider may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

**4. Employee Indemnification And Employer's Liability**

**Bodily injury** to:

- a. An **employee** of the Insured arising out of and in the course of:
  - (1) Employment by the Insured; or

- (2) Performing the duties related to the conduct of the Insured's business.
- b. The spouse, child, parent, brother or sister of that **employee** as a consequence of paragraph a. above.

This exclusion applies:

- (1) Whether the Insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

#### 5. Fellow Employee

**Bodily injury** to:

- a. Any fellow **employee** of the Insured arising out of and in the course of the fellow **employee's** employment or while performing duties related to the conduct of your business; or
- b. The spouse, child, parent, brother or sister of that fellow **employee** as a consequence of Paragraph a. above.

#### 6. Care, Custody Or Control

**Property damage** to or **covered pollution cost or expense** involving property owned or transported by the Insured or in the Insured's care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

#### 7. Handling Of Property

**Bodily injury** or **property damage** resulting from the handling of property:

- a. Before it is moved from the place where it is accepted by the Insured for movement into or onto the covered **auto**; or
- b. After it is moved from the covered **auto** to the place where it is finally delivered by the Insured.

#### 8. Movement Of Property By Mechanical Device

**Bodily injury** or **property damage** resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered **auto**.

#### 9. Operations

**Bodily injury** or **property damage** arising out of the operation of:

- a. Any equipment listed in paragraphs 6.b. and 6.c. of the definition of **mobile equipment**;
- b. Machinery or equipment that is on, attached to or part of a land vehicle that would qualify under the definition of **mobile equipment** if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

#### 10. Completed Operations

**Bodily injury** or **property damage** arising out of your work after that work has been completed or abandoned. In this exclusion, your work means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in paragraphs a. or b. above.

Your work will be deemed completed at the earliest of the following times:

- (1) When all of the work called for in your contract has been completed;
- (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site; or
- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

## 11. Pollution

**Bodily injury** or **property damage** arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants**:

- a. That are, or that are contained in any property that is:
  - (1) Being transported or towed by, handled, or handled for movement into, onto or from, the covered **auto**;
  - (2) Otherwise in the course of transit by or on behalf of the Insured; or
  - (3) Being stored, disposed of, treated or processed in or upon the covered **auto**;
- b. Before the **pollutants** or any property in which the **pollutants** are contained are moved from the place where they are accepted by the Insured for movement into or onto the covered **auto**; or
- c. After the **pollutants** or any property in which the **pollutants** are contained are moved from the covered **auto** to the place where they are finally delivered, disposed of or abandoned by the Insured.

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar **pollutants** that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered **auto** or its parts, if:

- (1) The **pollutants** escape, seep, migrate, or are discharged, dispersed or released directly from an **auto** part designed by its manufacturer to hold, store, receive or dispose of such **pollutants**; and
- (2) The **bodily injury, property damage or covered pollution cost or expense** does not arise out of the operation of any equipment listed in paragraphs **6.b.** and **6.c.** of the definition of **mobile equipment**.

Paragraphs **b.** and **c.** above of this exclusion do not apply to **accidents** that occur away from premises owned by or rented to an Insured with respect to **pollutants** not in or upon a covered **auto** if:

- (3) The **pollutants** or any property in which the **pollutants** are contained are upset, overturned or damaged as a result of the maintenance or use of a covered **auto**; and
- (4) The discharge, dispersal, seepage, migration, release or escape of the **pollutants** is caused directly by such upset, overturn or damage.

## 12. War

**Bodily injury** or **property damage** arising directly or indirectly out of:

- a. War, including undeclared or civil war;

- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

### 13. Professional Liability

**Bodily injury** resulting from the providing or the failure to provide any medical or other professional services.

### 14. Punitive Damages

Punitive or exemplary damages.

### 15. Racing

Covered **autos** while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered **auto** is being prepared for such a contest or activity.

## C. Limit Of Liability

1. Regardless of the number of covered **autos**, Insureds, premiums paid, claims made or vehicles involved in the **accident**, the most we will pay for the total of all damages and **covered pollution cost or expense** combined, resulting from any one **accident** is the Limit of Liability for Covered Autos Liability Coverage shown in the Declarations.
2. All **bodily injury, property damage** and **covered pollution cost or expense** resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one **accident**.
3. No one will be entitled to receive duplicative payments for the same elements of **loss** under this Coverage Form and any Medical Payments, Uninsured Motorist, or Underinsured Motorists within this Coverage Part.
4. The most we will pay is further limited by limitations set forth in Section 768.28(5), Florida Statutes (2010) or the equivalent limitations of successor law which are applicable at the time of loss.

However, subject to the amount in the Limit of Liability shown in the Declarations, we will pay:

- a. The amount indicated when the Florida Legislature enacts an appropriate claim bill in accordance with Section 768.28 (5), Florida Statutes;
  - b. The amount determined by a court of competent jurisdiction for liable action taken outside the state of Florida; or
  - c. The amount shown in the Limit of Liability shown in the Declarations when Florida Statutes Section 768.28 (5), is inapplicable.
5. Damages will not include:
    - a. Taxes, fines, penalties, or sanctions;
    - b. Punitive or exemplary damages or the multiple portion of any multiplied damages award;
    - c. Matters uninsurable under the laws pursuant to which this Coverage Part is construed; or
    - d. The cost to comply with any injunctive or other non-monetary or declaratory relief, including specific performance, or any agreement to provide such relief.

## **SECTION III - AUTO MEDICAL PAYMENTS COVERAGE**

### **A. Coverage**

We will pay reasonable expenses incurred for necessary medical and funeral services to or for an Insured who sustains **bodily injury** caused by **accident**. We will pay only those expenses incurred, for services rendered within three years from the date of the **accident**.

#### **1. Who Is an Insured**

- a. You while **occupying** or, while a pedestrian, when struck by any **auto**.
- b. If you are an individual, any **family member** while **occupying** or, while a pedestrian, when struck by any **auto**.
- c. Anyone else **occupying** a covered **auto** or a temporary substitute for a covered **auto**. The covered **auto** must be out of service because of its breakdown, repair, servicing, loss or destruction.

### **B. Exclusions**

This coverage does not apply to any of the following:

1. **Bodily injury** sustained by an Insured while **occupying** a vehicle located for use as a premises.
2. **Bodily injury** sustained by you or any **family member** while **occupying** or struck by any vehicle (other than a covered **auto**) owned by you or furnished or available for your regular use.
3. **Bodily injury** sustained by any **family member** while **occupying** or struck by any vehicle (other than a covered **auto**) owned by or furnished or available for the regular use of any **family member**.
4. **Bodily injury** to your **employee** arising out of and in the course of employment by you.
5. **Bodily injury** to an Insured while working in a business of selling, servicing, repairing or parking **autos** unless that business is yours.
6. **Bodily injury** arising directly or indirectly out of:
  - a. War, including undeclared or civil war;
  - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
  - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
7. **Bodily injury** to anyone using a vehicle without a reasonable belief that the person is entitled to do so.
8. **Bodily injury** sustained by an Insured while **occupying** any covered **auto** while used in any professional racing or demolition contest or stunting activity, or while practicing for such contest or activity. This coverage also does not apply to any **bodily injury** sustained by an Insured while the **auto** is being prepared for such a contest or activity.

### **C. Limit of Coverage**

Regardless of the number of covered **autos**, Insureds, premiums paid, claims made or vehicles involved in the **accident**, the most we will pay for **bodily injury** for each Insured injured in any one **accident** is the Limit Of Liability for Auto Medical Payments Coverage shown in the Declarations.

### **D. Change In Other Coverage or Insurance Condition**

The reference in the **Other Coverage or Insurance** condition in the **COMMON POLICY CONDIITONS**



to "other coverage or insurance" applies only to other collectible auto medical payments insurance.

#### **SECTION IV - BUSINESS AUTO CONDITIONS**

The following conditions apply in addition to the **COMMON POLICY CONDITIONS**:

##### **A. Loss Conditions**

###### **1. Duties In The Event Of Accident, Claim, Suit Or Loss**

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- a.** In the event of **accident**, claim, **suit** or **loss**, you must give us or our authorized representative prompt notice of the **accident** or **loss**. Include:
  - (1)** How, when and where the **accident** or **loss** occurred;
  - (2)** The Insured's name and address; and
  - (3)** To the extent possible, the names and addresses of any injured persons and witnesses.
- b.** Additionally, you and any other involved Insured must:
  - (1)** Assume no obligation, make no payment or incur no expense without our consent, except at the Insured's own cost.
  - (2)** Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or **suit**.
  - (3)** Cooperate with us in the investigation, settlement or defense of the claim or **suit**.
  - (4)** Authorize us to obtain medical records or other pertinent information.
  - (5)** Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.
- c.** If there is **loss** to a covered **auto** or its equipment you must also do the following:
  - (1)** Promptly notify the police if the covered **auto** or any of its equipment is stolen.
  - (2)** Take all reasonable steps to protect the covered **auto** from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
  - (3)** Permit us to inspect the covered **auto** and records proving the **loss** before its repair or disposition.
  - (4)** Agree to examinations under oath at our request and give us a signed statement of your answers.

###### **2. Legal Action Against Us**

No one may bring a legal action against us under this Coverage Form until:

- a.** There has been full compliance with all the terms of this Coverage Form; and
- b.** Under Covered Autos Liability Coverage, we agree in writing that the Insured has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this Policy to bring us into an action to determine the Insured's liability.

###### **3. Transfer Of Rights Of Recovery Against Others To Us**

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or

organization must do everything necessary to secure our rights and must do nothing after **accident** or **loss** to impair them.

This condition **3.** does not apply to **SECTION III - AUTO MEDICAL PAYMENTS COVERAGE.**

#### **4. Support and Cooperation in Opposition to Claim Bill Legislation**

If we act to oppose legislation brought forth in accordance with Florida Statute 768.28, arising from a covered occurrence, you shall use your best efforts to provide us with positive support and cooperation in such opposition:

Such positive support and cooperation shall include, but is not limited to:

- a. Formal proclamations or resolutions by your governing board in opposition to such legislation;
- b. Oral or written testimony of your officials and employees at legislative hearings or other legislative proceedings in opposition to such legislation; and
- c. Personal contact by your officials and employees with legislators identified by us.

#### **5. Loss Settlement**

When we have agreed in writing to the settlement of a claim, we shall tender payment according to the terms of the agreement no later than 20 days after such settlement is reached.

However, a judgment or decree for recovery of money entered in any of the courts of Florida against us shall be fully satisfied within 60 days from and after the entry thereof, or in the case of an appeal from such judgment or decree, within 60 days from and after the affirmance of the same by the appellate court.

### **B. General Conditions**

#### **1. Bankruptcy**

Bankruptcy or insolvency of the Insured or the Insured's estate will not relieve us of any obligations under this Coverage Form.

#### **2. Concealment, Misrepresentation Or Fraud**

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other Insured, at any time, intentionally conceal or misrepresent a fact concerning:

- a. This Coverage Form;
- b. The covered **auto**;
- c. Your interest in the covered **auto**; or
- d. A claim under this Coverage Form;

and such concealment or misrepresentation is material to the acceptance of the risk or to the hazard assumed by us; or if the true facts had been known to us pursuant to a requirement under this Coverage Form or other requirement, we, in good faith, would not have issued this coverage, would not have issued it at the same premium rate, would not have issued this coverage in as large an amount, or would not have provided coverage with respect to the hazard resulting in the **loss**.

#### **3. Policy Period, Coverage Territory**

Under this Coverage Form, we cover **accidents** and **losses** occurring:

- a. During the Policy Period shown in the Declarations; and

- b. Within the coverage territory. The coverage territory is:
- (1) The United States of America;
  - (2) The territories and possessions of the United States of America;
  - (3) Puerto Rico;
  - (4) Canada; and
  - (5) Anywhere in the world if a covered **auto** of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less,

provided that the Insured's responsibility to pay damages is determined in a **suit** on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada, or in a settlement we agree to.

We also cover **loss** to, or **accidents** involving, a covered **auto** while being transported between any of these places.

#### 4. Premium Audit

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this Policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.
- b. If this Policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the Policy.

#### 5. Mediation

- a. In any claim filed by an Insured with us for:
  - (1) **Bodily injury** in an amount of \$10,000 or less, arising out of the ownership, operation, use or maintenance of a covered **auto**;
  - (2) **Property damage** in any amount, arising out of the ownership, operation, maintenance or use of a covered **auto**; or
  - (3) **Loss** to a covered **auto** or its equipment, in any amount; either party may make a written demand for mediation of the claim prior to the institution of litigation.
- b. A written request for mediation must be filed with the Florida Department of Financial Services on an approved form, which may be obtained from the Florida Department of Financial Services.
- c. The request must state:
  - (1) Why mediation is being requested.
  - (2) The issues in dispute, which are to be mediated.
- d. The Florida Department of Financial Services will randomly select mediators. Each party may reject one mediator, either before or after the opposing side has rejected a mediator. The mediator will notify the parties of the date, time and place of the mediation conference. The mediation conference will be held within 45 days of the request for mediation. The conference will be held by telephone if feasible. Participants in the mediation conference

must have the authority to make a binding decision, and must mediate in good faith. Each party will bear the expenses of the mediation equally, unless the mediator determines that one party has not mediated in good faith.

- e. Only one mediation may be requested for each claim unless all parties agree to further mediation. A party demanding mediation shall not be entitled to demand or request mediation after a suit is filed relating to the same facts already mediated.
- f. The mediation shall be conducted as an informal process and formal rules of evidence and procedures need not be observed.

## 6. Other Insurance – Rental or Leasing Driver

When this Coverage Form and any other Coverage Form or policy providing liability coverage applies to an **auto** and:

- a. One provides coverage to a lessor of **autos** for rent or lease; and
- b. The other provides coverage to a person not described in paragraph **6.a.** above;

then the Coverage Form or policy issued to the lessor described in paragraph **6.a.** is excess over any insurance available to a person described in **6.b.** if the face of the lease or rental agreement contains, in at least 10 point type, the following language:

The valid and collectible liability insurance and personal injury protection insurance of any authorized rental or leasing driver is primary for the limits of liability and personal injury protection coverage required by FLA. STAT. SECTION 324.021(7) and FLA. STAT. SECTION 627.736.

## SECTION V – DEFINITIONS

**A. Accident** includes continuous or repeated exposure to the same conditions resulting in **bodily injury** or **property damage**.

**B. Auto** means:

1. A land motor vehicle, **trailer** or semitrailer designed for travel on public roads; or
2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, **auto** does not include **mobile equipment**.

**C. Bodily Injury** means bodily injury, sickness or disease sustained by a person including death resulting from any of these.

**D. Covered Pollution Cost or Expense** means any cost or expense arising out of:

1. Any request, demand or order or statutory or regulatory requirement that any Insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, **pollutants**; or
2. Any claim or **suit** by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of **pollutants**.

**Covered pollution cost or expense** does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants**:

- a. That are, or that are contained in any property that is:
  - (1) Being transported or towed by, handled, or handled for movement into, onto or from the covered **auto**;
  - (2) Otherwise in the course of transit by or on behalf of the Insured;
  - (3) Being stored, disposed of, treated or processed in or upon the covered **auto**; or
- b. Before the **pollutants** or any property in which the **pollutants** are contained are moved from the place where they are accepted by the Insured for movement into or onto the covered **auto**; or
- c. After the **pollutants** or any property in which the **pollutants** are contained are moved from the covered **auto** to the place where they are finally delivered, disposed of or abandoned by the Insured.

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar **pollutants** that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered **auto** or its parts, if:

- (1) The **pollutants** escape, seep, migrate, or are discharged, dispersed or released directly from an **auto** part designed by its manufacturer to hold, store, receive or dispose of such **pollutants**; and
  - (2) The **bodily injury, property damage or covered pollution cost or expense** does not arise out of the operation of any equipment listed in paragraphs **6.b.** or **6.c.** of the definition of **mobile equipment**.
- d.** Paragraphs **b.** and **c.** above do not apply to **accidents** that occur away from premises owned by or rented to an Insured with respect to **pollutants** not in or upon a covered **auto** if:
- (1) The **pollutants** or any property in which the **pollutants** are contained are upset, overturned or damaged as a result of the maintenance or use of a covered **auto**; and
  - (2) The discharge, dispersal, seepage, migration, release or escape of the **pollutants** is caused directly by such upset, overturn or damage.
- E. Employee** includes a **leased worker**. **Employee** does not include a **temporary worker**.
- F. Family member** means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.
- G. Insured Contract** means an agreement between two or more cities, counties, special districts, or other governmental bodies regarding:
1. A lease of premises;
  2. A sidetrack agreement;
  3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
  4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
  5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for **bodily injury** or **property damage** to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
  6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your **employees**, of any **auto**. However, such contract or agreement shall not be considered an **insured contract** to the extent that it obligates you or any of your **employees** to pay for **property damage** to any **auto** rented or leased by you or any of your **employees**.

An **insured contract** does not include that part of any contract or agreement:

- a.** That indemnifies any person or organization for **bodily injury** or **property damage** arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing; or
- b.** That pertains to the loan, lease or rental of an **auto** to you or any of your **employees**, if the **auto** is loaned, leased or rented with a driver; or
- c.** That holds a person or organization engaged in the business of transporting property by **auto**

for hire harmless for your use of a covered **auto** over a route or territory that person or organization is authorized to serve by public authority.

- H. **Leased Auto** means an **auto** leased or rented to you, including any substitute, replacement or extra **auto** needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary coverage for the lessor.
- I. **Leased Worker** means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. **Leased worker** does not include a **temporary worker**.
- J. **Loss** means direct and accidental loss or damage.
- K. **Mobile Equipment** means any of the following types of land vehicles, including any attached machinery or equipment:
  - 1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
  - 2. Vehicles maintained for use solely on or next to premises you own or rent;
  - 3. Vehicles that travel on crawler treads;
  - 4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
    - a. Power cranes, shovels, loaders, diggers or drills; or
    - b. Road construction or resurfacing equipment such as graders, scrapers or rollers.
  - 5. Vehicles not described in paragraphs **1.**, **2.**, **3.**, or **4.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
    - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
    - b. Cherry pickers and similar devices used to raise or lower workers; or
  - 6. Vehicles not described in paragraphs **1.**, **2.**, **3.**, or **4.** above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not **mobile equipment** but will be considered **autos**:
    - a. Equipment designed primarily for:
      - (1) Snow removal;
      - (2) Road maintenance, but not construction or resurfacing; or
      - (3) Street cleaning;
    - b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
    - c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well servicing equipment.
  - 7. However, **mobile equipment** does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered **autos**.

- L. Occupying** means in or upon or entering into or alighting from.
- M. Pollutants** means any solid, liquid, mold, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- N. Property Damage** means damage to or loss of use of tangible property.
- O. Suit** means a civil proceeding in which:
1. Damages because of **bodily injury** or **property damage**; or
  2. A **covered pollution cost or expense**;
- to which this coverage applies, are alleged.
- Suit** includes:
- a. An arbitration proceeding in which such damages or **covered pollution costs or expenses** are claimed and to which the Insured must submit or does submit with our consent; or
  - b. Any other alternative dispute resolution proceeding in which such damages or **covered pollution costs or expenses** are claimed and to which the Insured submits with our consent.
- P. Temporary worker** means a person who is furnished to you to substitute for a permanent **employee** on leave or to meet seasonal or short-term workload conditions.
- Q. Trailer** includes semitrailer





**PUBLIC ENTITY  
FLORIDA ENDORSEMENT (AUTOMOBILE)**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This Endorsement modifies coverage provided under the following:  
**AUTOMOBILE COVERAGE FORM, FIA 500:**

With respect to coverage provided by this Endorsement, the provisions of the Coverage Form apply unless modified by the Endorsement.

**A.** The following condition is added to **SECTION IV – BUSINESS AUTO CONDITION**, paragraph **B. General Conditions**:

**Mediation**

1. In any claim filed by an Insured with us for:
  - a. **Bodily injury** in an amount of \$10,000 or less, arising out of the ownership, operation, use or maintenance of a covered **auto**;
  - b. **Property damage** in any amount, arising out of the ownership, operation, maintenance or use of a covered **auto**; or
  - c. **Loss** to a covered **auto** or its equipment, in any amount;either party may make a written demand for mediation of the claim prior to the institution of litigation.
2. A written request for mediation must be filed with the Florida Department of Insurance on an approved form, which may be obtained from the Florida Department of Insurance.
3. The request must state:
  - a. Why mediation is being requested.
  - b. The issues in dispute, which are to be mediated.
4. The Florida Department of Insurance will randomly select mediators. Each party may reject one mediator, either before or after the opposing side has rejected a mediator. The mediator will notify the parties of the date, time and place of the mediation conference. The mediation conference will be held within 45 days of the request for mediation. The conference will be held by telephone if feasible. Participants in the mediation conference must have the authority to make a binding decision, and must mediate in good faith. Each party will bear the expenses of the mediation equally, unless the mediator determines that one party has not mediated in good faith.
5. Only one mediation may be requested for each claim unless all parties agree to further mediation. A party demanding mediation shall not be entitled to demand or request mediation after a **suit** is filed relating to the same facts already mediated.
6. The mediation shall be conducted as an informal process and formal rules of evidence and procedures need not be observed.



**PUBLIC ENTITY  
AUTOMOBILE DEDUCTIBLE LIABILITY COVERAGE**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This Endorsement modifies coverage provided under the following:  
**AUTOMOBILE COVERAGE FORM, FIA 500:**

With respect to coverage provided by this Endorsement, the provisions of the Coverage Form apply unless modified by the Endorsement.

This Endorsement changes the Policy effective on the inception date of the Policy unless another date is indicated below.

**Endorsement Effective Date:**

**SCHEDULE**

<b>Liability Deductible:</b>	<b>\$ 0</b>	<b>Per Accident</b>
<b>Bodily Injury Deductible</b>	<b>\$ 0</b>	<b>Per Person</b>
	<b>\$ 0</b>	<b>Per Accident</b>
<b>Property Damage Deductible:</b>	<b>\$ 0</b>	<b>Per Accident</b>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**SECTION II – COVERED AUTOS LIABILITY COVERAGE** is changed as follows:

**A. LIABILITY COVERAGE DEDUCTIBLE**

The damages caused in any one **accident** that would otherwise be payable under **SECTION II – COVERED AUTOS LIABILITY COVERAGE** will be reduced by the Liability Deductible shown in the Schedule prior to the application of the Limit of Liability provision.

**B. BODILY INJURY LIABILITY COVERAGE DEDUCTIBLES**

**1. Per Person**

The damages that would otherwise be payable under **SECTION II – COVERED AUTOS LIABILITY COVERAGE** for **bodily injury** sustained by any one person, in any one **accident**, will be reduced by the **Bodily injury** Per Person Deductible shown in the Schedule prior to the application of the Limit of Liability provision.

## **2. Per Accident**

The damages that would otherwise be payable under **SECTION II – COVERED AUTOS LIABILITY COVERAGE** for all **bodily injury** caused in any one **accident** will be reduced by the **Bodily Injury Per Accident** Deductible shown in the Schedule prior to the application of the Limit of Liability provision.

### **C. PROPERTY DAMAGE LIABILITY COVERAGE DEDUCTIBLE**

The damages that would otherwise be payable under **SECTION II – COVERED AUTOS LIABILITY COVERAGE** for **property damage** caused in any one **accident** will be reduced by the **Property Damage Per Accident** Deductible shown in the Schedule prior to the application of the Limit of Liability provision.

### **D. OUR RIGHT TO REIMBURSEMENT**

To settle any claim or **suit**, we may pay all or any part of any Deductible shown in the Schedule. If this happens, you must reimburse us for the Deductible or the part of the Deductible we paid.



**PUBLIC ENTITY  
FLORIDA PERSONAL INJURY PROTECTION**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

For a covered **auto** licensed or principally garaged in Florida, this Endorsement modifies coverage provided under the **AUTOMOBILE COVERAGE FORM, FIA 500**:

With respect to coverage provided by this Endorsement, the provisions of the Coverage Form apply unless modified by this Endorsement.

**Endorsement Effective Date: October 1, 2022**

We agree with the Named Insured, subject to all the provisions of this Endorsement and to all of the provisions of the Policy except as modified herein, as follows that:

**SCHEDULE**

Any Personal Injury Protection Deductible shown in the Declarations is applicable to the following Named Insured only:

**Meadow Pines Community Development District**

<u>Benefits</u>	<u>Limit Per Person</u>
Total Aggregate Limit for all Personal Injury Protection Benefits, except Death Benefits	Up to \$10,000 Limit
Death Benefits	\$5,000
Medical Expenses	80% of medical expenses subject to total aggregate limit and the provisions of Paragraphs <b>D.2.a</b> and <b>b.</b> under Limits of Coverage
Work Loss	60% of work loss subject to total aggregate limit
Replacement Services Expenses	Subject to total aggregate limit

**(If no entry appears above, information required to complete this Endorsement will be shown in the Declarations as applicable to this Endorsement.)**

As used in this Endorsement, Named Insured shall mean the person or organization named in the Declarations of this Policy and, if an individual, shall include the spouse if a resident of the same household.

**A. Coverage**

We will pay Personal Injury Protection benefits in accordance with the Florida Motor Vehicle No-Fault Law to or for an Insured who sustains **bodily injury** in an **accident** arising out of the ownership,

maintenance or use of a **motor vehicle**. Subject to the limits shown in the Schedule, these Personal Injury Protection benefits consist of the following:

### 1. Medical Expenses

- a. All reasonable **medically necessary** expenses for medical, surgical, x-ray, dental, ambulance, hospital, professional nursing and rehabilitative services, including prosthetic devices. However, we will pay for these benefits only if the Insured receives initial services and care within 14 days after the **motor vehicle accident** that are:

- (1) Lawfully provided, supervised, ordered or prescribed by a licensed physician, dentist or chiropractic physician;
- (2) Provided in a hospital or in a facility that owns, or is wholly owned by, a hospital; or
- (3) Provided by a person or entity licensed to provide emergency transportation and treatment;

as authorized by the Florida Motor Vehicle No-fault Law.

- b. Upon referral by a licensed health care provider described in Paragraph **A.1.a.(1), (2) or (3)**, follow-up services and care consistent with the underlying medical diagnosis rendered pursuant to Paragraph **A.1.a.**, if provided, supervised, ordered or prescribed only by a licensed:

- (1) Physician, osteopathic physician, chiropractic physician or dentist; or
- (2) Physician assistant or advanced registered nurse practitioner, under the supervision of such physician, osteopathic physician chiropractic physician or dentist;

as authorized by the Florida Motor Vehicle No-fault Law.

Follow-up services and care may also be provided by:

- (3) A licensed hospital or ambulatory surgical center;
- (4) An entity wholly owned by one or more licensed physicians, osteopathic physicians, chiropractic physicians or dentists; or by such practitioners and the spouse, parent, child, or sibling of such practitioners;
- (5) An entity that owns or is wholly owned, directly or indirectly, by a hospital or hospitals;
- (6) A licensed physical therapist, based upon referral by a provider described in Paragraph **A.1.b.**; or
- (7) A health care clinic licensed under the Florida Health Care Clinic Act:
  - (a) Which is accredited by the Joint Commission on Accreditation of Healthcare Organizations, the American Osteopathic Association, the Commission on Accreditation of Rehabilitation Facilities or the Accreditation Association for Ambulatory Health Care, Inc.; or
  - (b) Which:
    - (i) Has a licensed medical director;
    - (ii) Has been continuously licensed for more than three years or is a publicly traded corporation that issues securities traded on an exchange registered with the United States Securities and Exchange Commission as a national securities exchange; and
    - (iii) Provides at least four of the following medical specialties:

- i. General medicine;
- ii. Radiography;
- iii. Orthopedic medicine;
- iv. Physical medicine;
- v. Physical therapy;
- vi. Physical rehabilitation;
- vii. Prescribing or dispensing outpatient prescription medication; or
- viii. Laboratory services; as authorized by the Florida Motor Vehicle No-fault Law.

However, with respect to Paragraph **A.1.**, medical expenses do not include massage or acupuncture, regardless of the person, entity or licensee providing the massage or acupuncture;

## **2. Replacement Services Expenses**

With respect to the period of disability of the injured person all expenses reasonably incurred in obtaining from others ordinary and necessary services in lieu of those that, but for such injury, the injured person would have performed without income for the benefit of his or her household;

## **3. Work Loss**

With respect to the period of disability of the injured person, any loss of income and earning capacity from inability to work proximately caused by the injury sustained by the injured person; and

## **4. Death Benefits.**

## **B. Who Is an Insured**

1. The Named Insured.
2. If the Named Insured is an individual, any **family member**.
3. Any other person while **occupying** a covered **motor vehicle** with the Named Insured's consent.
4. A **pedestrian** if the **accident** involves the covered **motor vehicle**.

## **C. Exclusions**

We will not pay Personal Injury Protection benefits for **bodily injury**:

1. Sustained by the Named Insured or any **family member** while **occupying** any **motor vehicle** owned by the Named Insured that is not a covered **motor vehicle**;
2. Sustained by any person while operating the covered **motor vehicle** without the Named Insured's expressed or implied consent;
3. Sustained by any person, if such person's conduct contributed to his or her **bodily injury** under any of the following circumstances:
  - a. Causing **bodily injury** to himself or herself intentionally; or
  - b. While committing a felony;
4. To the Named Insured or any **family member** for work loss if an entry in the Schedule or Declarations indicates that coverage for work loss does not apply;
5. To any **pedestrian**, other than the Named Insured or any **family member**, not a legal resident of the state of Florida;
6. To any person, other than the Named Insured if that person is the **owner** of a **motor vehicle** for

which security is required under the Florida Motor Vehicle No-Fault Law;

7. To any person, other than the Named Insured, or any **family member**, who is entitled to personal injury protection benefits from the owner of a **motor vehicle** that is not a covered **motor vehicle** under this insurance or from the **owner's** insurer; or
8. To any person who sustains **bodily injury** while **occupying** a **motor vehicle** located for use as a residence or premises.

#### D. Limit Of Coverage

1. Regardless of the number of persons covered, policies or bonds applicable, premiums paid, vehicles involved or claims made, the total aggregate limit of personal injury protection benefits available under the Florida Motor Vehicle No-Fault Law from all sources combined, including this Policy, for or on behalf of any one person who sustains **bodily injury** as the result of any one **accident**, shall be:
  - a. \$10,000, for medical expenses, work loss and replacement services; and
  - b. \$5,000 for death benefits.
2. Subject to Paragraph **D.1.a.**, we will pay:
  - a. Up to \$10,000 for medical expenses, if a licensed physician, dentist, physician assistant or an advanced registered nurse practitioner authorized by the Florida Motor Vehicle No-fault Law has determined that the Insured had an **emergency medical condition**; or
  - b. Up to \$2,500 for medical expenses, if any health care provider described in Paragraph **A.1.a.** or **A.1.b.** has determined that the Insured did not have an **emergency medical condition**.
3. Any amount paid under this coverage will be reduced by the amount of benefits an injured person has been paid or is entitled to be paid for the same elements of **loss** under any workers' compensation law.
4. If personal injury protection benefits, under the Florida Motor Vehicle No-Fault Law, have been received from any insurer for the same elements of loss and expense benefits available under this Policy, we will not make duplicate payments to or for the benefit of the injured person. The insurer paying the benefits shall be entitled to recover from us its pro rata share of the benefits paid and expenses incurred in handling the claim.
5. The Deductible amount shown in the Schedule will be deducted from the total amount of expenses and losses listed in Paragraphs **A.1**, **A.2**, and **A.3** of this Endorsement before the application of any percentage limitation for each Insured to whom the Deductible applies. The Deductible does not apply to the death benefit.
6. Any amount paid under this coverage for medical expenses shall be limited by the medical fee schedule prescribed by the Florida Motor Vehicle No-fault Law.

#### E. Changes In Conditions

The **Conditions** are changed for **Personal Injury Protection** as follows:

1. **Duties In The Event Of Accident, Claim, Suit Or Loss** is replaced by the following:

Compliance with the following duties is a condition precedent to receiving benefits:

In the event of an **accident**, the Named Insured must give us or our authorized representative prompt written notice of the **accident**.

If any injured person or his or her legal representative institutes a legal action to recover damages for **bodily injury** against a third party, a copy of the summons, complaint or other process served in connection with that legal action must be forwarded to us as soon as possible by the injured

person or his or her legal representative.

A person seeking personal injury protection benefits must, as soon as possible, give us written proof of claim, under oath if required, containing full particulars concerning the injuries and treatment received and/or contemplated, and send us any other information that will assist us in determining the amount due and payable.

A person seeking personal injury protection benefits must submit to an examination under oath. The scope of questioning during the examination under oath is limited to relevant information or information that could reasonably be expected to lead to relevant information.

**2. Legal Action Against Us** is replaced by the following:

**Legal Action Against Us**

- a. No legal action may be brought against us until there has been full compliance with all terms of this Policy. In addition, no legal action may be brought against us:
  - (1) Until the claim for benefits is overdue in accordance with Paragraph **F.2.** of this Endorsement; and
  - (2) Until we are provided with a demand letter in accordance with the Florida Motor Vehicle No-fault Law sent to us via U.S. certified or registered mail; and
  - (3) With respect to the overdue claim specified in the demand letter, if, within 30 days of receipt of the demand letter, we:
    - (a) Pay the overdue claim; or
    - (b) Agree to pay for future treatment not yet rendered;in accordance with the requirements of the Florida Motor Vehicle No-fault Law.
- b. If legal action is brought against us, all claims related to the same health care provider or facility shall be brought in a single action, unless good cause can be shown why such claims should be brought separately.

**3. Transfer Of Rights Of Recovery Against Others To Us** is replaced by the following:

**Transfer Of Rights Of Recovery Against Others To Us**

Unless prohibited by the Florida Motor Vehicle No-Fault Law, in the event of payment to or for the benefit of any injured person under this coverage:

- a. We will be reimbursed for those payments, not including reasonable attorneys' fees and other reasonable expenses, from the proceeds of any settlement or judgment resulting from any right of recovery of the injured person against any person or organization legally responsible for the **bodily injury** from which the payment arises. We will also have a lien on those proceeds.
- b. If any person to or for whom we pay benefits has rights to recover benefits from another, those rights are transferred to us. That person must do everything necessary to secure our rights and must do nothing after loss to impair them.
- c. The insurer providing personal injury protection benefits on a private passenger **motor vehicle**, as defined in the Florida Motor Vehicle No-Fault Law, shall be entitled to reimbursement to the extent of the payment of personal injury protection benefits from the **owner** or the insurer of the **owner** of a commercial **motor vehicle**, as defined in the Florida Motor Vehicle No-Fault Law, if such injured person sustained the injury while "occupying," or while a "pedestrian" through being struck by, such commercial "motor vehicle." However, such insurer's right of reimbursement under this Paragraph **c.** does not apply to an **owner** or



registrant of a **motor vehicle** used as a taxicab.

4. **Concealment, Misrepresentation Or Fraud** is replaced by the following:

**Concealment, Misrepresentation Or Fraud**

We do not provide coverage under this Endorsement for an Insured if that Insured has committed, by a material act or omission, insurance fraud relating to personal injury protection coverage under this form, if fraud is admitted to in a sworn statement by the Insured or if the fraud is established in a court of competent jurisdiction. Any insurance fraud shall void all personal injury protection coverage arising from the claim with respect to the Insured who committed the fraud. Any benefits paid prior to the discovery of the fraud shall be recoverable from that Insured.

5. **Policy Period, Coverage Territory** is replaced by the following:

**Policy Period, Coverage Territory**

The insurance under this section applies only to **accidents** which occur during the Policy Period:

- a. In the state of Florida;
- b. As respects the Named Insured" or any **family member**, while **occupying** the covered **motor vehicle** outside the state of Florida but within the United States of America, its territories or possessions or Canada; and
- c. As respects the Named Insured, while **occupying** a **motor vehicle** of which a **family member** is the **owner** and for which security is maintained under the Florida Motor Vehicle No-fault Law outside the state of Florida but within the United States of America, its territories or possessions or Canada.

**F. Additional Conditions**

The following Conditions are added:

**1. Mediation**

- a. In any claim filed by an Insured with us for:
  - (1) **Bodily injury** in an amount of \$10,000 or less, arising out of the ownership, operation, use or maintenance of a covered **auto**;
  - (2) **Property damage** in any amount, arising out of the ownership, operation, maintenance or use of a covered **auto**, or
  - (3) **Loss** to a covered **auto** or its equipment, in any amount,either party may make a written demand for mediation of the claim prior to the institution of litigation.
- b. A written request for mediation must be filed with the Florida Department of Financial Services on an approved form, which may be obtained from the Florida Department of Financial Services.
- c. The request must state:
  - (1) Why mediation is being requested.
  - (2) The issues in dispute, which are to be mediated.
- d. The Florida Department of Financial Services will randomly select mediators. Each party may reject one mediator, either before or after the opposing side has rejected a mediator. The mediator will notify the parties of the date, time and place of the mediation conference. The mediation conference will be held within 45 days of the request for mediation. The

conference will be held by telephone if feasible. Participants in the mediation conference must have the authority to make a binding decision, and must mediate in good faith. Each party will bear the expenses of the mediation equally, unless the mediator determines that one party has not mediated in good faith.

- e. Only one mediation may be requested for each claim unless all parties agree to further mediation. A party demanding mediation shall not be entitled to demand or request mediation after a suit is filed relating to the same facts already mediated.
- f. The mediation shall be conducted as an informal process and formal rules of evidence and procedures need not be observed.

## **2. Payment Of Benefits**

Personal injury protection benefits payable under this Coverage Form, whether the full or partial amount, may be overdue if not paid within 30 days after we are furnished with written notice of the covered loss and the amount of the covered loss in accordance with the Florida Motor Vehicle No-fault Law.

However, if we have a reasonable belief that a fraudulent insurance act has been committed relating to personal injury protection coverage under this Coverage Form, we will notify the Insured in writing, within 30 days after the submission of the claim, that the claim is being investigated for suspected fraud. No later than 90 days after the submission of the claim, we will either deny or pay the claim, in accordance with the Florida Motor Vehicle No-fault Law.

If we pay only a portion of a claim or reject a claim due to an alleged error in the claim, we, at the time of the partial payment or rejection, will provide an itemized specification or explanation of benefits due to the specified error. Upon receiving the specification or explanation, the person making the claim, at the person's option and without waiving any other legal remedy for payment, has 15 days to submit a revised claim, which will be considered a timely submission of written notice of a claim.

## **3. Modification Of Policy Coverages**

Any Automobile Medical Payments Coverage and any Uninsured Motorists Coverage afforded by the Policy shall be excess over any personal injury protection benefits paid or payable.

Regardless of whether the full amount of personal injury protection benefits has been exhausted, any Medical Payments Coverage afforded by the Policy shall pay the portion of any claim for personal injury protection medical expenses which are otherwise covered but not payable due to the limitation of 80% of medical expense benefits but shall not be payable for the amount of the Deductible selected.

## **4. Medical Reports And Examinations; Payment Of Claim Withheld**

As soon as practicable, the person making claim shall submit to mental and physical examinations at our expense when and as often as we may reasonably require and a copy of the medical report shall be forwarded to such person if requested. If the person unreasonably refuses to submit to, or fails to appear at, an examination, we will not be liable for subsequent personal injury protection benefits. Such person's refusal to submit to, or failure to appear at, two examinations, raises a rebuttable presumption that such person's refusal or failure was unreasonable.

Whenever a person making claim as a result of an injury sustained while committing a felony is charged with committing that felony, we shall withhold benefits until, at the trial level, the prosecution makes a formal entry on the record that it will not prosecute the case against the person, the charge is dismissed or the person is acquitted.

## **5. Provisional Premium**

In the event of any change in the rules, rates, rating plan, premiums or minimum premiums applicable to the coverage afforded, because of an adverse judicial finding as to the constitutionality of any provisions of the Florida Motor Vehicle No-Fault Law providing for the exemption of persons from tort liability, the premium stated in the Declarations for any Liability, Medical Payments and Uninsured Motorists coverage shall be deemed provisional and subject to recomputation. If this Policy is a renewal agreement, such recomputation shall also include a determination of the amount of any return premium previously credited or refunded to the Named Insured pursuant to the Florida Motor Vehicle No-Fault Law with respect to insurance afforded under a previous policy.

If the final premium thus recomputed exceeds the premium shown in the Declarations, the Named Insured shall pay to us the excess as well as the amount of any return premium previously credited or refunded.

#### **6. Special Provisions For Rented Or Leased Vehicles**

Notwithstanding any provision of this coverage to the contrary, if a person is injured while **occupying** or through being struck by, a **motor vehicle** rented or leased under a rental or lease agreement, which does not specify otherwise in language required by FLA. STAT. SECTION 627.7263(2) in at least 10-point type on the face of the agreement, the personal injury protection benefits available under the Florida Motor Vehicle No-fault Law and afforded under the lessor's policy shall be primary.

#### **7. Insured's Right To Personal Injury Protection Information**

- a. In a dispute between us and an Insured, or between us and an assignee of the Insured's personal injury protection benefits, we will, upon request, notify such Insured or assignee that the limits for Personal Injury Protection have been reached. We will provide such information within 15 days after the limits for Personal Injury Protection have been reached.
- b. If legal action is commenced, we will, upon request, provide an Insured with a copy of a log of personal injury protection benefits paid by us on behalf of the Insured. We will provide such information within 30 days of receipt of the request for the log from the Insured.

#### **G. Additional Definitions**

As used in this Endorsement:

1. **Emergency Medical Condition** means a medical condition manifesting itself by acute symptoms of sufficient severity, which may include severe pain, such that the absence of immediate medical attention could reasonably be expected to result in any of the following:
  - a. Serious jeopardy to Insured's health;
  - b. Serious impairment to bodily functions; or
  - c. Serious dysfunction of any bodily organ part.
2. **Motor vehicle** means any self-propelled vehicle with four or more wheels which is of a type both designed and required to be licensed for use on the highways of Florida and any trailer or semitrailer designed for use with such vehicle;

However, **motor vehicle** does not include:

- a. A mobile home;
- b. Any **motor vehicle** which is used in mass transit, other than public school transportation, and designed to transport more than five passengers exclusive of the operator of the motor vehicle and which is owned by a municipality, a transit authority, or a political subdivision of the state.

3. **Family Member** means a person related to the Named Insured by blood, marriage or adoption including a ward or foster child who is a resident of the same household as the Named Insured.
4. **Owner** means a person or organization who holds the legal title to a **motor vehicle**, and also includes:
  - a. A debtor having the right to possession, in the event a **motor vehicle** is the subject of a security agreement;
  - b. A lessee having the right to possession, in the event a **motor vehicle** is the subject of a lease with option to purchase and such lease agreement is for a period of six months or more; and
  - c. A lessee having the right to possession, in the event a **motor vehicle** is the subject of a lease without option to purchase, and such lease is for a period of six months or more, and the lease agreement provides that the lessee shall be responsible for securing coverage.
5. **Pedestrian** means a person while not an occupant of any self-propelled vehicle.
6. **Medically necessary** refers to a medical service or supply that a prudent physician would provide for the purpose of preventing, diagnosing or treating an illness, injury, disease, or symptom in a manner that is:
  - a. In accordance with generally accepted standards of medical practice;
  - b. Clinically appropriate in terms of type, frequency, extent, site and duration; and
  - c. Not primarily for the convenience of the patient, physician, or other health care provider.



**PUBLIC ENTITY  
POLLUTION LIABILITY - BROADENED COVERAGE FOR COVERED AUTOS**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This Endorsement modifies coverage provided under the following:  
**AUTOMOBILE COVERAGE FORM, FIA 500:**

With respect to coverage provided by this Endorsement, the provisions of the Coverage Form apply unless modified by the Endorsement.

**A. SECTION II – COVERED AUTOS LIABILITY COVERAGE** is changed as follows:

1. Paragraph **a.** of Exclusion **B.11. Pollution** applies only to liability assumed under a contract or agreement.
2. With respect to the coverage afforded by Paragraph **A.1.** above, Exclusion **B.6. Care, Custody Or Control** does not apply.

**B. Changes In SECTION V – DEFINITIONS**

For the purposes of this Endorsement, Paragraph **D.** of the Definitions Section is replaced by the following:

**D. Covered Pollution Cost or Expense** means any cost or expense arising out of:

1. Any request, demand, order or statutory or regulatory requirement that any Insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, **pollutants**; or
2. Any claim or **suit** by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of **pollutants**.

**Covered Pollution Cost or Expense** does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants**:

- a.** Before the **pollutants** or any property in which the **pollutants** are contained are moved from the place where they are accepted by the Insured for movement into or onto the covered **auto**; or
- b.** After the **pollutants** or any property in which the **pollutants** are contained are moved from the covered **auto** to the place where they are finally delivered, disposed of or abandoned by the Insured.

Paragraphs **a.** and **b.** above do not apply to **accidents** that occur away from premises owned by or rented to an Insured with respect to **pollutants** not in or upon a covered **auto** if:

- (1) The **pollutants** or any property in which the **pollutants** are contained are upset, overturned or damaged as a result of the maintenance or use of a covered **auto** not designed or used for storing or hauling fuel or oil; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the **pollutants** is caused directly by such upset, overturn or damage.



**PUBLIC ENTITY  
NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT**

**THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY.**

This endorsement modifies coverage provided under the **AUTOMOBILE LIABILITY COVERAGE FORM, FIA 500** and the **GENERAL LIABILITY COVERAGE FORM, FIA 300**

**I. The coverage does not apply:**

- A. Under any Liability Coverage, to **bodily injury** or **property damage**:
  - 1. With respect to which a **Covered Party** under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
  - 2. Resulting from the **hazardous properties of nuclear material** and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the **Covered Party** is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- B. Under any Medical Payments coverage, to expenses incurred with respect to **bodily injury** resulting from the **hazardous properties of nuclear material** and arising out of the operation of a **nuclear facility** by any person or organization.
- C. Under any Liability Coverage, to **bodily injury** or **property damage** resulting from the **hazardous properties of nuclear material**, if:
  - 1. The **nuclear material** (a) is at any **nuclear facility** owned by, or operated by or on behalf of, a **Covered Party** or (b) has been discharged or dispersed therefrom;
  - 2. The **nuclear material** is contained in **spent fuel** or **waste** at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of a **Covered Party**; or
  - 3. The **bodily injury** or **property damage** arises out of the furnishing by a **Covered Party** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any **nuclear facility**, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to **property damage** to such **nuclear facility** and any property thereat.
- D. Under any liability, loss, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with the use or release, or threat thereof, of any nuclear weapon or device or chemical or biological agent, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

**II. As used in this endorsement:**

**Hazardous properties** include radioactive, toxic or explosive properties;

**Nuclear material** means **source material, special nuclear material** or **by-product material**;

**Source material, special nuclear material, and by-product material** have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

**Spent fuel** means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a **nuclear reactor**;

**Waste** means any waste material (a) containing **by-product material** other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its **source material** content, and (b) resulting from the operation by any person or organization of any **nuclear facility** included under the first two paragraphs of the definition of **nuclear facility**.

**Nuclear facility** means:

1. Any **nuclear reactor**;
2. Any equipment or device designed or used for: (a) separating the isotopes of uranium or plutonium, (b) processing or utilizing **spent fuel**, or (c) handling, processing or packaging **waste**;
3. Any equipment or device used for the processing, fabricating or alloying of **special nuclear material** if at any time the total amount of such material in the custody of the **Covered Party** at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
4. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of **waste**;

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

**Nuclear reactor** means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

**Property damage** includes all forms of radioactive contamination of property.



**PUBLIC ENTITY  
AUTOMATIC ADDITIONAL COVERED PARTIES**

**THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY.**

This endorsement modifies coverage provided under the **AUTOMOBILE LIABILITY COVERAGE FORM, FIA 500** and the **GENERAL LIABILITY COVERAGE FORM, FIA 300**

Where indicated by (x) below, coverage applies to the person(s) or organization(s) as their interest may appear. The provisions in this endorsement do not supersede Florida Statute 768.28, Article 10 § 13 of the Florida Constitution, or any other Statute or law limiting whom a Public Entity can indemnify.

**ADDITIONAL COVERED PARTY - BY CONTRACT, AGREEMENT OR PERMIT**

**SECTION I - WHO IS A COVERED PARTY** is amended to include any person(s) or organization(s) (hereinafter called **Additional Covered Party**) with whom the **Covered Party** agrees in a written **insured contract** to name as an **Additional Covered Party**, but only with respect to liability arising, in whole or in part, out of the **Covered Party's** operations, **your work** or facilities owned or used by the **Covered Party**.

The coverage afforded to the **Additional Covered Party** does not apply:

- (1) Unless the written **insured contract**, agreement or permit was executed prior to the **bodily injury, property damage, personal injury or advertising injury**;
- (2) To any person(s) or organization(s) included as a **Covered Party** under this coverage agreement or by an endorsement made part of this coverage agreement.

**ADDITIONAL COVERED PARTY - OWNERS OF LEASED EQUIPMENT**

**SECTION II - WHO IS A COVERED PARTY** is amended to include any person(s) or organization(s) (hereinafter called **Additional Covered Party**) with whom the **Covered Party** agrees in a written equipment lease or rental agreement to name as an **Additional Covered Party**, but only with respect to liability arising out of the sole negligence of the **Covered Party**, and only while such equipment is in the care, custody or control of the **Covered Party**, or any employee or agent of the **Covered Party**.

The coverage afforded to the **Additional Covered Party** does not apply to:

- (1) **Bodily injury or property damage** occurring after you cease to lease or rent the equipment;
- (2) **Bodily injury or property damage** arising out of any negligence of the **Additional Covered Party**;
- (3) Structural alterations, new construction or demolition operations performed by or on behalf of the **Additional Covered Party**;
- (4) Liability assumed by the **Additional Covered Party** under any contract or agreement;
- (5) **Property damage** to:
  - (a) Property owned, used, occupied by, or rented to the **Additional Covered Party**;
  - (b) Property in the care, custody or control of the **Additional Covered Party** or its employees or agents, or of which the **Additional Covered Party**, its employees or agents are for any purpose exercising physical control.



**ADDITIONAL COVERED PARTY - MANAGERS OR LESSORS OF PREMISES**

**SECTION II - WHO IS A COVERED PARTY** is amended to include any person(s) or organization(s) (hereinafter called **Additional Covered Party**) with whom the **Covered Party** agrees in a written agreement to name as an **Additional Covered Party**, but only with respect to liability arising, in whole or in part, out of the **premises** leased to the **Covered Party** by such person(s) or organization(s).

The coverage afforded to the **Additional Covered Party** does not apply to:

- (1) **Bodily injury** or **property damage** occurring after the **Covered Party** ceases to be a tenant in that **premises**;
- (2) **Bodily injury** or **property damage** arising out of any negligence of the **Additional Covered Party**;
- (3) Structural alterations, new construction or demolition operations performed by or on behalf of the **Additional Covered Party**;
- (4) Liability assumed by the **Additional Covered Party** under any contract or agreement;
- (5) **Property damage** to:
  - (a) Property owned, used, occupied by, or rented to the **Additional Covered Party**;
  - (b) Property in the care, custody or control of the **Additional Covered Party** or its employees or agents, or of which the **Additional Covered Party**, its employees or agents are for any purpose exercising physical control.

Notwithstanding any other provision of this agreement, nothing in this agreement shall be construed as a waiver of either the **Covered Party's** or the **Additional Covered Party's** sovereign immunity nor shall any provision of this agreement increase the liability of the **Covered Party** or the **Additional Covered Party**, or the sums for which the covered party may be liable, beyond the limits provided in §768.28, Florida Statutes.



**PUBLIC ENTITY  
ADDITIONAL INSURED – DISTRICT MANAGEMENT COMPANY**

NAMED INSURED: Meadow Pines Community Development District  
POLICY NO: 100122048

**THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY.**

This endorsement modifies coverage provided under the **AUTOMOBILE LIABILITY COVERAGE FORM (FIA 500)** and the **GENERAL LIABILITY COVERAGE FORM (FIA 300)**.

**ALL TERMS, LIMITATIONS, EXCLUSIONS AND OTHER CONDITIONS CONTAINED IN SAID COVERAGE FORM(S) REMAIN APPLICABLE TO THIS ENDORSEMENT AND ARE INCORPORATED HEREIN BY REFERENCE.**

The provisions in this endorsement do not supersede Florida Statute 768.28, Article 10 § 13 of the Florida Constitution, or any other Statute or law limiting whom a Public Entity can indemnify.

**ADDITIONAL INSURED – MANAGEMENT COMPANY APPOINTED BY DISTRICT**

**SECTION II- WHO IS AN INSURED/SECTION II – COVERED AUTOS LIABILITY COVERAGE** is amended to include solely that specific person, company, corporation or other organization, including any employee(s) or agent(s) thereof (hereinafter called Additional Insured), which the insured duly employs to serve as its designated district manager, through official action of its governing board, as authorized by Section 190.007(1) Florida Statutes, but only with respect to liability arising, solely and exclusively, out of the performance of those duties which have been authorized by the insured and solely involve the performance of **Your Work**. The term Additional Insured shall not include any other person or entity hired, contracted, or tasked to perform work or provide services to or on behalf of the insured, regardless of the nature of said work or services.

The coverage afforded to the additional insured does not apply to:

- A. **Bodily Injury** or **Property Damage** occurring after the insured ceases to be authorized to serve in the capacity as manager or administrator of the insured's operations or facilities;
- B. **Bodily Injury** or **Property Damage** arising solely out of any negligence of the additional insureds, its agents or employees;
- C. **Bodily Injury** or **Property Damage** intended or expected by additional insured;
- D. Liability assumed by the additional insured under any contract or agreement;
- E. **Property Damage** to:
  - 1. Property owned, used, occupied by, or rented exclusively to the additional insured;
  - 2. Property exclusively in the care, custody or control of the additional insured or its employees or agents, unrelated to the performance of **your work**.

**LIMITS OF COVERAGE FOR ADDITIONAL INSURED**

The limits of coverage available under this endorsement to any additional insured shall not exceed the sum of \$200,000.00 per claimant or \$300,000.00 per occurrence and in the aggregate. Defense costs are outside the limit provided.

**Notwithstanding any other provision of this agreement, nothing in this agreement shall be construed as a waiver of either the Insured's or the Additional Insured's sovereign immunity nor shall any provision of this**

**agreement increase the liability of the Insured or the Additional Insured, or the sums for which the Insured may be liable, beyond the limits provided in §768.28, *Florida Statutes*.**



### Two or More Coverage Forms

This endorsement changes the Policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

- FIA 020 (10 16) - Crime Declarations
- X FIA 030 (10 16) - General Liability Declarations
- X FIA 040 (10 16) - Public Officials' Liability and Employment Practices Declarations
- X FIA 050 (10 16) - Automobile Liability Declarations

The following is added to the **Common Policy Conditions**:

#### **Two or More Coverage Forms:**

If more than one Coverage form listed above applies to the same **Occurrence, Offense, Accident, Wrongful Act, Loss, Claim, or Suit**, the maximum Limit of Insurance under all of the Coverage Forms will not exceed the highest applicable Limit of Insurance under any one Coverage Form.

The **Retained Limit** or deductible applicable to any such **Occurrence, Offense, Accident, Wrongful Act, Loss, Claim, or Suit** will be the **Retained Limit** or deductible applicable to the Coverage Form which has the highest applicable Limit of Insurance, unless the Coverage Form has been endorsed to provide a separate Limit of Insurance and **Retained Limit** or deductible that apply to that specific risk. If the Limit of Insurance is the same for all Coverage Forms, the lowest applicable **Retained Limit** or deductible will apply.

For the purpose of this endorsement, **Wrongful Act** includes any coverage provided on the basis of a wrongful act, including but not limited to **Employment Practices Wrongful Act, Public Officials Wrongful Act, Employee Benefits Wrongful Act, Educators Legal Wrongful Act** and **Sexual Abuse and/or Molestation Wrongful Act**.

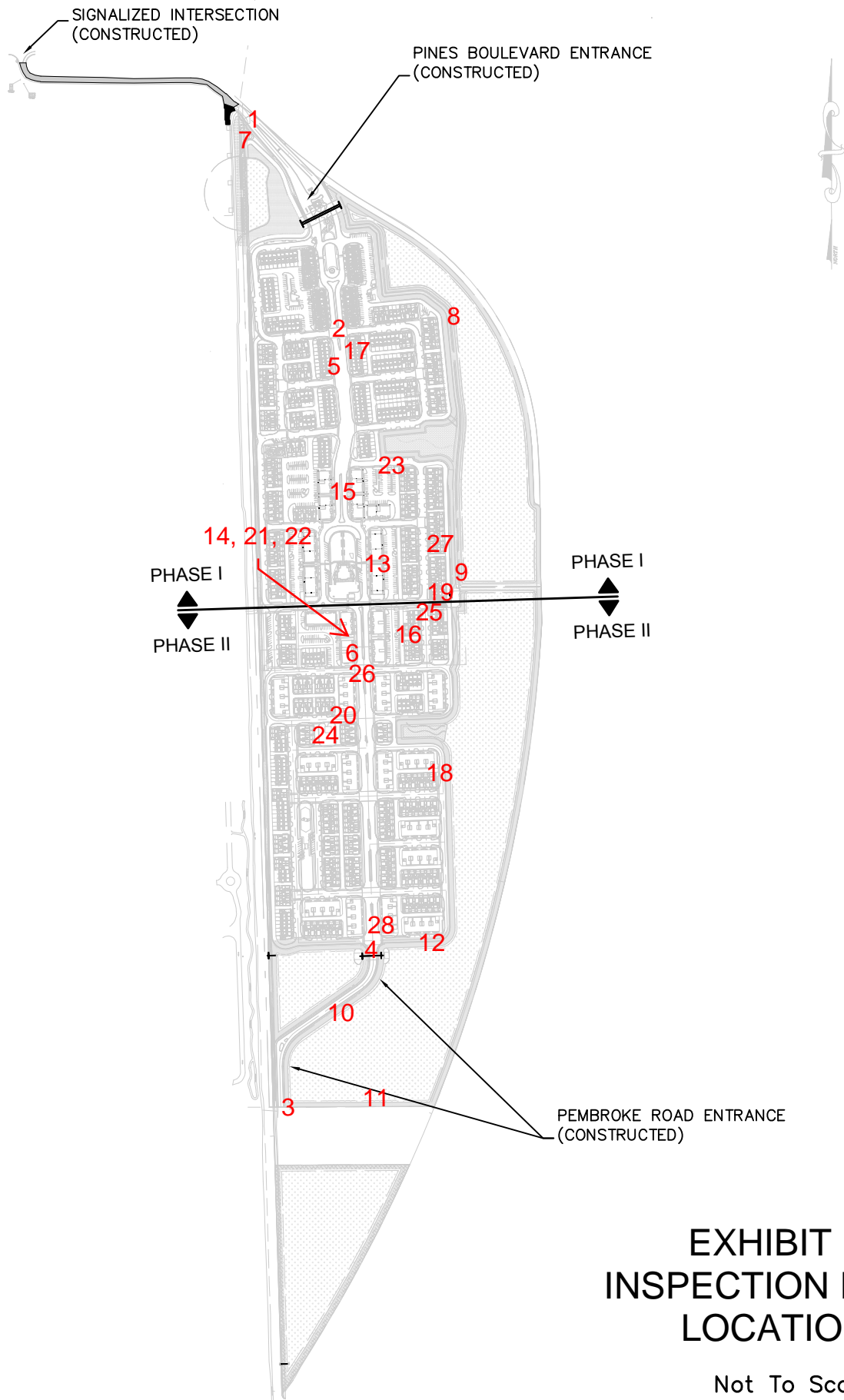


## CLAIMS NOTICE

All claims and service of suit:

EGIS INSURANCE & RISK ADVISORS  
250 International Parkway, Suite 260  
Lake Mary, FL 32746-5022

## Exhibit “J” – Inspection Photo Locations



# EXHIBIT "J" INSPECTION PHOTO LOCATIONS

Not To Scale

**STE Sun-Tech**  
Engineering, Inc.  
Engineers • Planners • Surveyors

4577 Nob Hill Road, Suite 102  
Sunrise, FL 33351  
www.suntecheng.com

Certificate of Auth. #7087/LB 7019  
Phone (954) 777-3123  
Fax (954) 777-3114

MEADOW PINES COMMUNITY DEVELOPMENT  
DISTRICT PEMBROKE PINES, FL

STE PROJECT No. 10-3343      DATE: 06-18-2024

INSP. PHOTO LOC.	
EXHIBIT J	
BY: F.V	REV: C.L