

INTERLOCAL AGREEMENT

THIS AGREEMENT entered into this 27 day of January, 1990 by and between the Board of Supervisors of the Bermont Drainage District, a drainage district organized under and pursuant to the laws of the State of Florida (hereinafter called "BDD"), and the Board of Supervisors of the East Charlotte Drainage District, a drainage district organized under and pursuant to the laws of the State of Florida (hereinafter called "ECDD").

WHEREAS, both the BDD and the ECDD are drainage districts which are located in Township 40 South, Range 26 East in Charlotte County, Florida; and

WHEREAS, all of the Sections of real property described in this Agreement are located within Township 40 South, Range 26 East in Charlotte County, Florida; and

WHEREAS, the boundaries of the BDD and ECDD abut along the Section lines of Section 22/Section 23, the Section line of Section 27/Section 26, and the Section line of Section 34/Section 35; and

WHEREAS, the parties hereto wish to construct and repair culverts within a dike which is located upon the above-described said common boundary line of the Districts; and

WHEREAS, the parties hereto wish to allow surface water to flow in its natural direction from East to West from the lands located within the BDD through the above-described culverts and into the existing canals located within the ECDD and at the present rate of flow.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. Subject to the provisions described below concerning the respective parties' liability for the various costs thereof, the parties agree to do the following in accordance with engineering plans and specifications prepared by the engineer of the BDD as approved by the ECDD Board of Supervisors, and if necessary, by

the Southwest Florida Water Management District (hereinafter called "SWFWMD"):

- a. Repair the existing culvert located at the intersection of the North-South 1/2 sectional line with the section line of Section 34/Section 35.
- b. Close up the existing culvert located approximately at the intersection of the North-South 3/4 section line with the section line of Section 27/Section 26.
- c. The construction of a new culvert located at the intersection of the North-South 1/2 section line with the section line of Section 27/Section 26.
- d. The construction of a new culvert located at the intersection of the section lines of Section 26, Section 35, Section 27, and Section 34.

2. Regarding the construction described in Paragraph 1 above, the BDD shall be solely responsible for the following costs:

- a. Any and all costs incurred with obtaining the necessary governmental permits for construction and repair, including all permitting fees payable to SWFWMD.
- b. Any and all engineering costs incurred with regards to said construction and repair, including the costs of engineering services for procuring the necessary governmental permits, the preparation of elevation surveys and design drawings, and the supervision of the said repairs and construction.
- c. The costs of all of the materials necessary for the said repair and construction described in Paragraph 1 above.

3. ECDD shall provide up to \$3,200.00 to fund labor and construction necessary for the repairs and construction described in Paragraph 1 above, pursuant to the engineering plans and specifications prepared by the BDD's engineer as approved by the ECDD Board of Supervisors.

4. Upon the completion of the repairs and construction described in Paragraph 1 above, the ECDD shall allow the surface water which naturally flows across the land located in the BDD to

pass through the culverts described in Paragraph 1 above, into the ECDD's existing canals which are located adjacent to these culverts. Provided that such flow shall not exceed the rates or volume at which water is presently flowing from the BDD to the ECDD or surface water flows in excess of the natural pre-development discharges of surface water from BDD to the ECDD under prescribed design storm conditions including a twenty-five year, three day storm event, whichever is less.

5. In addition to the above, the parties hereto agree to the following procedure concerning the restriction of the flow of surface water from the BDD to the ECDD, provided such restrictions are consistent with any applicable Southwest Florida Water Management District Rules. In the event of an accumulation of rain six inches or more during any one twenty-four hour period, the BDD will allow the above-described culverts which connect into the ECDD canals to be restricted. The restrictions shall be accomplished in the following manner:

a. The replaced southern culvert described in Paragraph 1(a) above shall have a single flashboard, 12 inches in height installed upon termination of the above rainfall quantities for a single period not to exceed 24 hours.

b. Both of the newly constructed culverts, described in Paragraphs 1(c) and 1(d) above, lying to the North, shall each have a single flashboard, 24 inches in height installed upon termination of above rainfall quantities for a single period not to exceed 24 hours.

c. Each single flashboard shall be assembled with one or more long rods permanently affixed to the flashboard. The top of these rods must extend 2 feet above the top of the wier/riser structure.

d. Insertion and removal of the flashboards shall be at the discretion of the manager of the ECDD. The ECDD shall use every reasonable effort to inform the BDD of the installation and removal of the said flashboards. The ECDD shall maintain a log

book for the purpose of recording the rainfall accumulation, rainfall duration, and the date and time of each installation and removal of said flashboards.

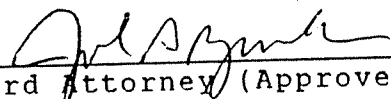
e. The failure of the ECDD to comply with the procedures set forth in this paragraph for the restriction of surface water through said culverts shall render the requirement for the procedure set forth in this paragraph null and void. In other words, upon the failure of the ECDD to comply with the procedures set forth in this paragraph, the restriction of the flow of surface water through said culverts by the use of said flashboards shall no longer be allowed.

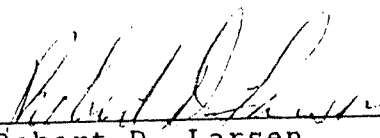
6. In consideration for ECDD's allowance of said surface water to flow into its canals, the BDD shall pay to the ECDD on the first day of July of each year a sum equal to the rate of \$.25 per acre of land located in the BDD. The parties hereto acknowledge that pursuant to the final decree creating and incorporating the drainage district, entered by the Circuit Court in and for Charlotte County on March 12, 1965, there is a total of 2900.24 acres of land located within the BDD. Payment by BDD to ECDD shall be increased 10% for inflation after every four years of this Agreement.

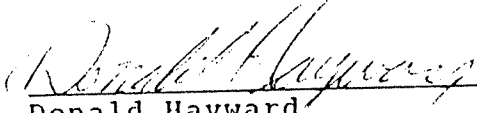
7. With the exception of paragraph 5 of this agreement, the duration of this Agreement shall be in perpetuity but may be modified with the consent of the parties.

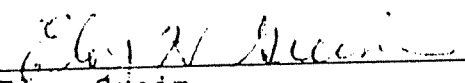
IN WITNESS WHEREOF, the parties have set its seals this 29 day of January, 1990.

THE BOARD OF SUPERVISORS OF THE  
BERMONT DRAINAGE DISTRICT.


  
Board Attorney (Approved as  
to form)

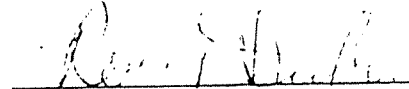
  
Robert D. Larsen

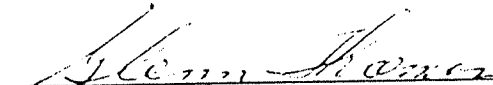
  
Donald Hayward

  
Eloy Greim

THE BOARD OF SUPERVISORS OF THE  
EAST CHARLOTTE DRAINAGE  
DISTRICT.

  
\_\_\_\_\_  
Steve Varner

  
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Rory Dubin

  
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Glenn Thomas

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Board Attorney (Approved as  
to form)