

C O N T R A C T .

THIS CONTRACT by and between the Tamiami Railway, a Corporation organized and existing under and by virtue of the Laws of the State of Florida, parties of the first part and the Napoleon B. Broward Special Drainage District as created by an Act of the Legislature of Florida in the session of 1917, (Chapter 7430 Laws of Florida), and the Southern Special Drainage District as created by an Act of the Legislature of Florida in the session of 1917, (Chapter 7599 Laws of Florida) parties of the second part.

WITNESSETH: That for and in consideration of the sum of One Dollar (\$1.00) and certain other good and valuable considerations to it in hand paid by the parties of the second part, the receipt of which is hereby acknowledged, the parties of the first part hereby covenant and agree to make a certain excavation or drainage canal situated and located on the right-of-way of the Tamiami Railway, as now surveyed, Charter having been given to the said Tamiami Railway under the provisions of Letters Patent granted by the State of Florida on the 1st day of August A.D. 1917 and recorded in the office of the Clerk of the Circuit Court in and for Dade County, Florida.

(1) Said excavation and canal to be located and constructed in conformity with the plan as hereto attached, which is made a part of this contract and to be located within its center line, being the south line of the Napoleon B. Broward Drainage District, which is also the north line of the Southern Drainage District.

(2) The excavation or canal to begin at a point on the West bank of the Miami canal at or about the south-west corner of Section 28, Township 53 South, Range 41 East, Dade County, Florida, and to proceed westward on a joint north and south line of the Napoleon B. Broward and Southern Drainage Districts respectively, to the west boundary of the said drainage districts through Ranges 41 South, 40 South, 39 South, 38 South and 37 South.

METHOD OF CONSTRUCTION.

The excavation to be made with a walking dredge or floating dredge or any method or machinery suitable for and capable of making the excavations in a workmanlike manner.

GENERAL SPECIFICATIONS.

(1) The canal to be uniform and not less than twenty-four (24) feet wide at its narrowest width and eight (8) feet deep, as shown by profile hereto attached.

(2) SPOIL to be thrown on the south side of the excavation a general distance of eight (8) feet (and not less than five (5) feet) from south canal line; Provided that should it become necessary to dump any part of the spoil on the north side of the canal, that said spoil will be staggard in such a manner so as not to interfere with flow of water into canal.

(3) CULVERTS, galvanized iron, concrete or culverts of satisfactory workmanship and material will be laid at distances of one culvert of not less than twenty-four inches to each 660 feet of canal, under the roadbed of the Tamiami Railway; location of culverts to be approved by the engineer of the Southern Drainage District.

(4) BEGINNING OF WORK. Work to begin within ninety days from acceptance and signing of this contract.

(5) TIME AND COMPLETION OF CANAL. All work to be completed in a workmanlike manner within eighteen months from beginning

of work.

(6) ADDITIONAL WORK REQUIRED BY ENGINEERS OF DISTRICTS.

Any additional work such as widening or deepening any part of canal or any laterals constructed by direction of engineers of drainage districts shall be paid for at the same rate as for earth and rock, as herein agreed, except that the Tamiami Railway is to be paid extra for any extra moving of its machinery or equipment to location of said extra work.

(7) ACCEPTANCE OF WORK. On the last working day of each month, the engineers of each, of the Napoleon B. Broward and Southern Drainage Districts, and the engineer for the Tamiami Railway shall check up all excavations made for the preceding month or such excavations as may not have already been paid for and the engineers of their respective districts shall give a receipt for their respective prorata share of the work done for their respective districts; said receipts to be given on forms prepared for that purpose and shall show the number of cubic yards of earth and number of cubic yards of rock which has been removed in each District and payment shall be made in full for such estimates at the first meeting of the Drainage District, at the price and in the manner herein set forth.

(8) EXPENSES. All machinery, material, labor, dynamite to be paid for by the Tamiami Railway.

RATE OF PAY.
METHOD AND TIME OF PAYMENT.

The Tamiami Railway shall receive as pay for the excavation made by them, as herein set forth, from each, the Napoleon B. Broward and Southern Drainage Districts, the prorata from each as shown by the engineers estimate as follows: Twelve (12) cents per cubic yard for earth, Thirty-five (35) cents per cubic yard for rock. The Tamiami Railway accepting as payment, the note or notes of said Districts, each note payable one year after date and drawing interest at the rate of eight percent, as provided for in the Acts of the Legislature of Florida for 1917, creating said Districts, Section 7 Chapter 7430, Section 7 Chapter 7599, Laws of Florida.

It being, however, provided that when either or both of said Drainage Districts have adopted "A Plan of Reclamation" and have issued and sold bonds of their respective Districts that payments in cash will be paid to the Tamiami Railway from the receipts of said bondsales to retire the outstanding notes of the Drainage Districts, held by the Tamiami Railway, or in case no sale of bonds are negotiated, that the Tamiami Railway will accept the six percent bonds of the respective Drainage Districts at 95.

EXCLUSIVE CONTROL AND OWNERSHIP USE FOR DRAINAGE PURPOSES OF CANAL TO BE INVEST IN DRAINAGE DISTRICTS WHEN ACTUAL PAYMENTS ARE MADE. The Tamiami Railway hereby conveys control and ownership use for drainage purposes, including all rights, to direct use, maintenance of water level and all rights and privileges to the Napoleon B. Broward and Southern Drainage Districts, as their interests may appear to all canals and excavations made under and as paid for by and under the provisions of this contract; as such canals are completed, accepted and paid for and hereby binds their heirs, administrators, executors and assigns thereto, such canals then being under the joint ownership, supervision and control of said Napoleon B. Broward and Southern Drainage Districts for drainage purposes.

This contract made and entered into by and between the Tamiami Railway, a Corporation existing under and by virtue of the Laws of the State of Florida and signed by the President thereof and the Napoleon B. Broward and Southern Drainage Districts, signed by their respective Presidents of their Board of Supervisors, on this the _____ day of _____ A.D. 1918,

WITNESSES

TAMIAMI RAILWAY

By _____ (Seal of
President, Corporation)

NAPOLEON B. BROWARD SPECIAL
DRAINAGE DISTRICT.

By _____ (Seal of the
President District.

Board of Supervisors
SOUTHERN SPECIAL DRAINAGE DISTRICT

By _____ (Seal of the
President District)
Board of Supervisors

AMENDMENTS.

AMENDMENT No. 1.

That wherever the word Southern Special Drainage District appears in this contract, that the words Southern Drainage District be substituted therefor.

AMENDMENT No. 2.

Wherever the word Napoleon B. Broward Special Drainage District appears in this contract, that the words ^{Southern} ~~Napoleon B.~~ Broward Drainage District be substituted therefor.

AMENDMENT No. 3.

To be added to General Specifications.

PROVIDED ALWAYS: That the Napoleon B. Broward and Southern Drainage Districts are not to pay or be responsible for in any way for any excavation or excavations made by the Tamiami Railway exceeding twenty-four (24) feet wide and eight (8) feet deep (unless such extra excavations are made by and under the orders and directions of the Drainage Engineers of the Districts). In other words, the essence of this contract is that the amount of excavated drainage canal to be paid for under the terms of this contract is to be uniformly twenty-four (24) feet wide and uniformly eight (8) feet deep and that although the Tamiami Railway may excavate a canal which in places may be much wider than twenty-four (24) feet and in the same or at other places much deeper than is necessary to maintain the correct bottom slope or level of canal, that the excess width and depth are not to be considered by the Engineers of the Districts in making their estimates of excavations made, nor paid for by the Districts and shall be treated as though no such extra excavations had been made, except as herein provided.

R E S O L U T I O N S.

WHEREAS, The Tamiami Railway has submitted a proposal and contract to immediately proceed with the speedy construction and completion of a canal which can be used by the Southern Drainage District, as one of its main canals, which can and will be included in the plan of reclamation of the Southern Drainage District.
And

WHEREAS: The location of, specifications for, contract, terms and method of payment are fair and as it will be to the best interests of the Southern Drainage District and the owners of lands therein, to accept the proposal, submitted:

THEREFORE BE IT RESOLVED: That it is the desire and the best judgment of the Supervisors of the Southern Drainage District that the District enter into the contract as submitted and the President and Secretary of the Southern Drainage District are hereby empowered to sign the contract as submitted and amended, with the Tamiami Railway.

