

From: Owens, Michael
To: Sunderland, Linda
Cc: Stoddard, Daryl
Subject: RE: Sierra ranch DF15-1259
Date: Thursday, September 21, 2023 4:49:29 PM
Attachments: image002.png
image003.png
image004.png
Drainage Flowage and Storage Easement.pdf
Lake Maintenance Easement.pdf

[Please remember, this is an external email]

It looks like there are two CBWCD easements referenced in the cross section, a "Proposed 20' LME" for lake maintenance and a "Proposed CBWCD Drainage, Retention and Flowage Easement." Both are disclosed in the opinion of title submitted for the CE and recordation information provided, so they were not "proposed" by the time the CE was finalized and recorded. Both are attached.

The Drainage, Flowage, and Storage Easement contains:

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

The Lake Maintenance Easement contains:

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

You asked:

Our question is... if removal of vegetation is required by CBWCD to maintain the flowage easement, would it be allowed under the CE and be at their discretion?

Yes, while the requirement in those easements is for the property owner to maintain the lake and lake maintenance easement areas, the CBWCD may do so at its discretion, even within the Conservation Area.

That said, the CE also requires the property owner of the Conservation Area to restore the area if it is impacted under the obligation to retain and maintain the Conservation Easement Area in the "preserved, enhanced, restored, or created condition required by the Permit and License (or any modifications thereto)." Being allowed by a prior encumbrance, such as the CBWCD easements, doesn't restrict the CE requirement to preserve and maintain the Conservation Area to the permitting and licensed condition. This would include restoration, if necessary, related to impacts by the property owner or a third-party, such as the CBWCD.

The standard CE conditions do include some exceptions to prohibited activities and a description of prohibited activities that are detrimental to drainage or flood control. For instance, "[r]emoving, destroying or trimming trees, shrubs, or other vegetation" is generally prohibited and "[a]ctivities 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" are specifically prohibited. The CE includes an exception to removal or destruction of trees, shrubs and vegetation to allow 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."

Overall, certain vegetation removal may be allowed explicitly, and, if needed, maintenance of drainage, flowage, and storage is consistent with relevant CBWCD easements. The reason that such easements are not seen as conflicting with the CE interest granted to the District and County is, in part, because they are consistent enough with property owner's duties under the CE, including the need to restore such areas to the Permit and License conditions where impacts are otherwise required by such easements.

I noted that the license file includes an 8/25/2023 email from Sunil Menon regarding concerns about maintenance of the open water channels and what is described as "nuisance spatterdock." My quick look at spatterdock is that it is native to Florida, but you and Daryl likely know better than I if it is considered a noxious or nuisance species. Should the property owner or the CBWCD undertake open water channel or vegetation maintenance, the District and County can require restoration of impacted areas to the permitted and licensed condition. The owner and the CBWCD should plan for that in follow up to any maintenance activities. A well-written management plan, when produced for permitting and licensing, could also proactively address follow up restorations as may be necessary when these kinds of impacts are anticipated due to the easement needs of water management entities.

Please let me know if you have questions or need further information.

My best,

Michael C. Owens
Senior Assistant County Attorney
mowens@broward.org
[954-357-7600](tel:954-357-7600) (o)
[954-357-7614](tel:954-357-7614) (d)

From: Sunderland, Linda <LSUNDERLAND@broward.org>
Sent: Thursday, September 21, 2023 1:59 PM
To: Owens, Michael <MOWENS@broward.org>
Cc: 'Stoddard, Daryl' <dstoddard@sfwmd.gov>
Subject: Sierra ranch DF15-

Hi Michael,

An issue has been raised by a citizen who lives next to the recently recorded CE area for Sierra Ranch who wants the area behind his house to be maintained as open water. According to the license drawings, there was a proposed CBWCD flowage easement. The Opinion of Title # 11 references the Drainage, Flowage and Storage Easement. There appears to be some confusion as to whether the flowage easement is inside or outside of the CE. The plan view indicates outside, but the cross-section shows it overlapping the CE.

Our question is... if removal of vegetation is required by CBWCD to maintain the flowage easement, would it be allowed under the CE and be at their discretion?

Prepared By and Return To:
Central Broward Water Control District
8020 Stirling Road
Hollywood, FL 33024
954-432-5110

Folio No.:

DRAINAGE, FLOWAGE AND STORAGE EASEMENT

THIS DRAINAGE, FLOWAGE AND STORAGE EASEMENT is granted this 26th day of MAY, 2021, by Lennar Homes, a Florida limited liability Company, whose address is 730 NW 107 AVE, Ste 300 Miami, FL 33172 hereinafter referred to as "Grantor" to **CENTRAL BROWARD WATER CONTROL DISTRICT**, a political subdivision of the State of Florida, located at 8020 Stirling Road (Davie) Hollywood, Florida 33024, hereinafter referred to as "District".

WITNESSETH:

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

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

The portion of Exhibit "A" comprising the easement is described in Exhibit "B", attached,

("Drainage, Flowage and Storage Easement").

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

1. Although the easement granted to the District herein is non-exclusive, should any easements over the Drainage, Flowage and Storage Easement Area be granted, subsequent to the date of this easement, the holder of any such subsequent easement shall be required to obtain approval from the District for the use of the Drainage, Flowage and Storage Easement Area. Such approval by the District shall not be unreasonably withheld or delayed.
2. Grantor acknowledges that the Drainage, Flowage and Storage Easement Area will be used for drainage from Grantor's property and for drainage of property adjacent thereto.
3. No improvements, trees, landscaping or encroachments including utilities shall be placed within the Drainage, Flowage and Storage Easement Area without the approval of and a permit from the District, which approval shall not be unreasonably withheld, denied or delayed.
4. The rights granted herein to the District may be released or modified by a written, recordable release or modification approved by the Grantor and executed by the District.
5. Grantor acknowledges that Grantor and Grantor's successors and assigns shall be responsible for construction, maintenance, and repair of the lake/pond and all drainage facilities constructed within the Drainage, Flowage and Storage Easement Area and that District shall have the right but not the obligation to maintain or repair said lake/pond, drainage facilities within the Drainage, Flowage and Storage Easement Area.
6. Grantor acknowledges and affirms that Grantor shall be responsible for maintaining the lake/pond bank slope located within the limits of the Exhibit "A" property and on the Exhibit "B" property from the Exhibit "B" property to the lake/pond deep cut line, which is defined as the bank slope beginning at three feet below the District's water control elevation. Any erosion or change in grade of the lake/pond bank slope from design grade within the limits of the Exhibit "B" property and lake/pond deep cut line shall be repaired/corrected by the Grantor to the satisfaction of the District.
7. Grantor acknowledges that in the event the District incurs any expenses in maintaining the lake/pond and/or drainage facilities within the Drainage, Flowage and Storage Easement

Area, Grantor and Grantor's successors and assigns shall reimburse District for said expenses including attorney's fees and costs to collect said expenses. However, before incurring any expenses, except in an emergency, District shall provide written notice to Grantor at least five (5) working days prior to performing any work to maintain or repair said drainage facilities. During this period of time, Grantor and Grantor's successors and assigns may perform the work proposed by District or notify District that Grantor will perform said work to District's requirements in a reasonable period of time.

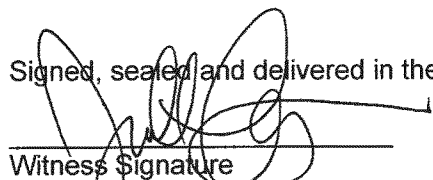
8. This Easement is subject to the Drainage, Flowage and Storage Easement Area remaining in perpetuity as a lake/pond area.

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

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

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

Signed, sealed and delivered in the presence of:



Witness Signature

WALTER CORTES

Witness Printed Name



Witness Signature

MARLON SOTELLO

Witness Printed Name

"Grantor"

By: 

GREG MCPHERSON, VICE PRESIDENT

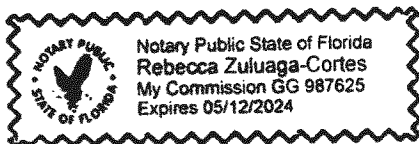
Name and Title

FOR A LIMITED LIABILITY COMPANY:

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this (date) MAY 26, 2021 by (name of member, manager, officer or agent, title of member, manager, officer or agent) _____
GREG McPHERSON, VICE PRESIDENT, of (name of corporation acknowledging) LENNAR HOMES, LLC, a (state or place of formation) FLORIDA limited liability company, on behalf of the company, who is personally known to me or who has produced (type of identification)

_____ as identification.



(Signature of person taking acknowledgment)

REBECCA ZULUAGA-CORTES
(Name typed, printed or stamped)

(Title or rank)

(Serial number, if any)

EXHIBIT A

All of Parcels 'A', 'B' and 'C', Sierra Estates, according to the plat thereof as recorded in Plat Book 173, Page 150, of the public records of Broward County, Florida.

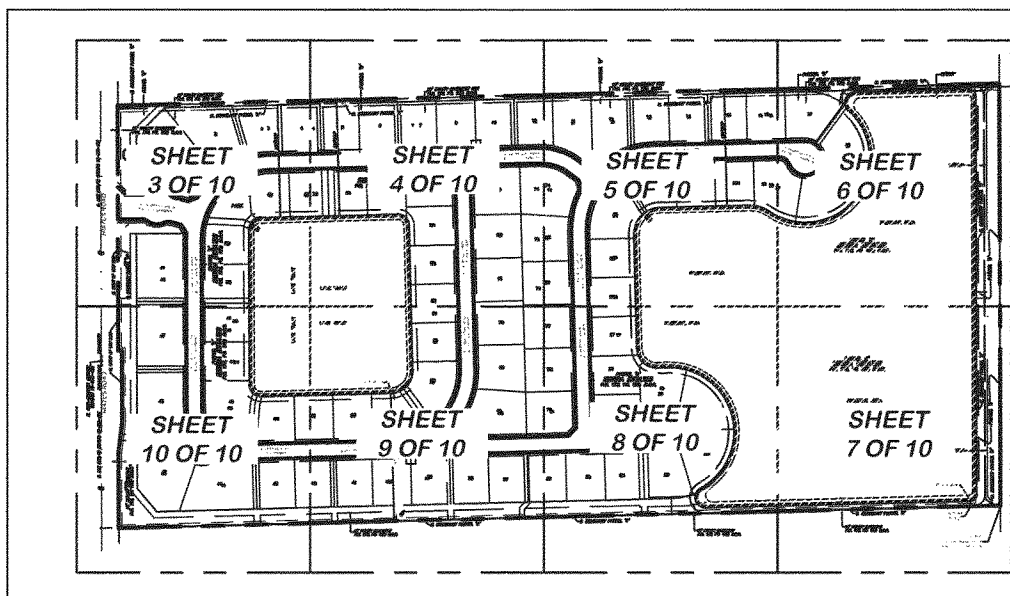
Said lands lying in the Town of Davie, Broward County, Florida.

EXHIBIT B

FOR: LENNAR HOMES, LLC

SKETCH AND DESCRIPTION C.B.W.C.D. DRAINAGE, RETENTION & FLOWAGE EASEMENT

KEY MAP
(NOT TO SCALE)



NOTES:

BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED MERIDIAN, THE CENTERLINE OF HIATUS ROAD IS ASSUMED TO BEAR SOUTH 00°09'23" EAST.

THIS SKETCH AND DESCRIPTION CONSISTS OF 10 SHEETS AND EACH SHEET SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHERS.

CERTIFICATE:

WE HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION AND OTHER PERTINENT DATA SHOWN HEREON, OF THE ABOVE DESCRIBED PROPERTY WAS MADE ON THE GROUND, CONFORMS TO THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA, AS OUTLINED IN CHAPTER 5J-17, (FLORIDA ADMINISTRATIVE CODE) AS ADOPTED BY DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES AND THAT SAID SURVEY IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF.

LEGEND

B.C.R. BROWARD COUNTY RECORDS
C.B.W.C.D. CENTRAL BROWARD WATER
CONTROL DISTRICT
L ARC LENGTH
P.B. PLAT BOOK
PG. PAGE
P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT
P.O.T. POINT OF TERMINUS
R RADIUS
R.P. REFERENCE POINT
Δ CENTRAL ANGLE

CRAVEN THOMPSON & ASSOCIATES, INC.
LICENSED BUSINESS NUMBER #271

RAYMOND YOUNG
PROFESSIONAL SURVEYOR AND MAPPER NO 5799
STATE OF FLORIDA

THE SKETCH OF SURVEY AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

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THIS IS NOT A SKETCH OF SURVEY, but only a graphic depiction of the description shown hereon. There has been no field work, viewing of the subject property, or monuments set in connection with the preparation of the information shown hereon.

The undersigned and CRAVEN-THOMPSON & ASSOCIATES, INC. make no representations or guarantees as to the information reflected hereon pertaining to easements, rights-of-way, set back lines, reservations, agreements and other similar matters, and further, this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and confirmed by others through appropriate title verification. Lands shown hereon were not abstracted for right-of-way and/or easements of record.

UPDATES and/or REVISIONS	DATE	BY	CK'D

CRAVEN • THOMPSON & ASSOCIATES, INC.
ENGINEERS • PLANNERS • SURVEYOR'S
3563 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309 FAX: (954) 739-6409 TEL: (954) 739-6400
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JOB NO.: 12-0093	SHEET 1 OF 10 SHEETS
DRAWN BY: RY	F.B. N/A PG. N/A
CHECKED BY: MB	DATED: 03-15-21

C.B.W.C.D. DRAINAGE, RETENTION & FLOWAGE EASEMENT

LEGAL DESCRIPTION:

PORTIONS OF PARCEL 'A', SIERRA ESTATES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 173, PAGE 150, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:


COMMENCE AT THE SOUTHEAST CORNER OF PARCEL 'B', OF SAID SIERRA ESTATES; THENCE SOUTH 88°32'18" WEST ALONG THE SOUTH BOUNDARY OF SAID PARCEL 'B' AND ALONG A PORTION OF THE SOUTH BOUNDARY OF SAID PARCEL 'A', A DISTANCE OF 96.69 FEET TO A POINT HEREINAFTER KNOWN AS REFERENCE POINT #1; THENCE CONTINUE ALONG SAID SOUTH BOUNDARY OF SAID PARCEL 'A' SOUTH 88°32'18" WEST, A DISTANCE OF 1861.37 FEET; THENCE NORTH 01°27'42" WEST, A DISTANCE OF 416.00 FEET TO THE POINT OF BEGINNING #1; THENCE SOUTH 88°32'18" WEST ALONG A LINE LYING 416.00 FEET NORTH OF AND PARALLEL WITH, WHEN MEASURED AT RIGHT ANGLES TO, SAID SOUTH BOUNDARY, A DISTANCE OF 419.48 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 33.00 FEET, THROUGH A CENTRAL ANGLE OF 91°18'19", FOR AN ARC DISTANCE OF 52.59 FEET TO A POINT OF TANGENCY; THENCE NORTH 00°09'23" WEST, A DISTANCE OF 503.90 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 33.00 FEET, THROUGH A CENTRAL ANGLE OF 88°42'24", FOR AN ARC DISTANCE OF 51.09 FEET TO A POINT OF TANGENCY; THENCE NORTH 88°33'01" EAST ALONG A LINE LYING 366.00 FEET SOUTH OF AND PARALLEL WITH, WHEN MEASURED AT RIGHT ANGLES TO, THE NORTH BOUNDARY OF SAID PARCEL 'A', A DISTANCE OF 444.10 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 33.00 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00", FOR AN ARC DISTANCE OF 51.84 FEET TO A POINT OF TANGENCY; THENCE SOUTH 01°26'59" EAST, A DISTANCE OF 467.68 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 69.00 FEET, THROUGH A CENTRAL ANGLE OF 89°59'17", FOR AN ARC DISTANCE OF 108.37 FEET TO THE POINT OF BEGINNING #1.

TOGETHER WITH:

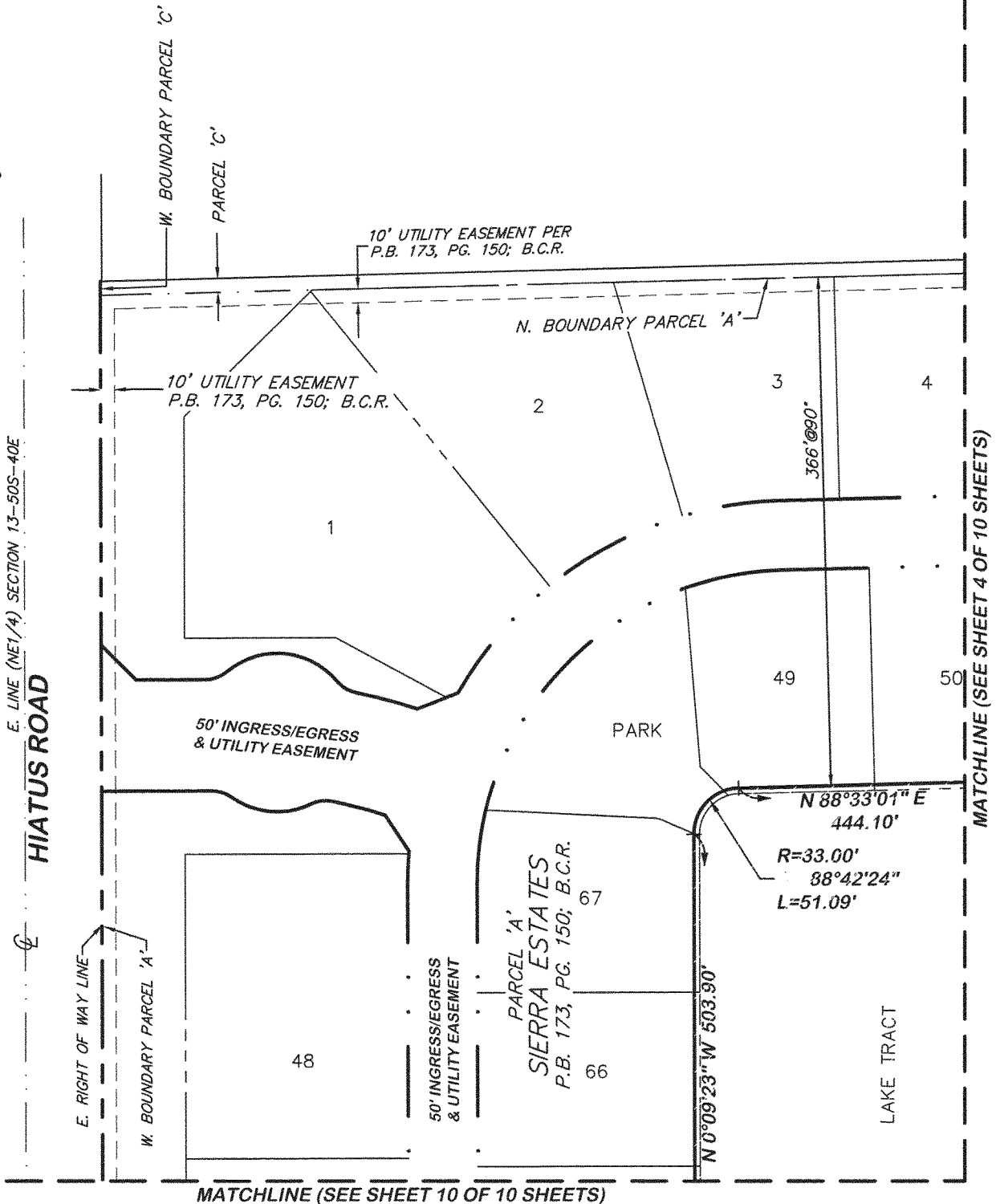
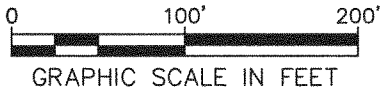
COMMENCE AT SAID REFERENCE POINT #1; THENCE NORTH 01°25'34" WEST, A DISTANCE OF 20.02 FEET TO THE POINT OF BEGINNING #2; THENCE SOUTH 88°34'26" WEST, A DISTANCE OF 854.87 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHWESTERLY, NORTHERLY AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 30.00 FEET, THROUGH CENTRAL ANGLE OF 152°48'51", FOR AN ARC DISTANCE OF 80.01 FEET TO A POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHEASTERLY, NORTHERLY AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 211.00 FEET, THROUGH A CENTRAL ANGLE OF 152°50'16", FOR AN ARC DISTANCE OF 562.85 FEET TO A POINT OF TANGENCY; THENCE SOUTH 88°33'01" WEST, A DISTANCE OF 37.61 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 58.00 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00", FOR AN ARC DISTANCE OF 91.11 FEET TO A POINT OF TANGENCY; THENCE NORTH 01°26'59" WEST, A DISTANCE OF 372.49 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 79.00 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00", FOR AN ARC DISTANCE OF 124.09 FEET TO A POINT OF TANGENCY; THENCE NORTH 88°33'01" EAST ALONG A LINE LYING 366.00 FEET SOUTH OF AND PARALLEL WITH, WHEN MEASURED AT RIGHT ANGLES TO, SAID NORTH BOUNDARY, A DISTANCE OF 291.83 FEET TO A POINT OF CURVATURE OF CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 104.00 FEET, THROUGH A CENTRAL ANGLE OF 35°57'02", FOR AN ARC DISTANCE OF 65.26 FEET TO A POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHEASTERLY, EASTERLY, NORTHEASTERLY, NORTHERLY AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 211.00 FEET, THROUGH A CENTRAL ANGLE OF 172°30'52", FOR AN ARC DISTANCE OF 635.31 FEET TO A POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHWESTERLY, NORTHERLY AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 30.00 FEET, THROUGH CENTRAL ANGLE OF 136°33'50", FOR AN ARC DISTANCE OF 71.50 FEET TO A POINT OF TANGENCY; THENCE NORTH 88°33'01" EAST ALONG A LINE LYING 10.00 FEET SOUTH OF AND PARALLEL WITH, WHEN MEASURED AT RIGHT ANGLES TO, SAID NORTH BOUNDARY, A DISTANCE OF 368.12 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 17.50 FEET, THROUGH CENTRAL ANGLE OF 91°17'44", FOR AN ARC DISTANCE OF 27.88 FEET TO A POINT OF TANGENCY; THENCE SOUTH 00°09'15" EAST ALONG A LINE 10.00 FEET WEST OF AND PARALLEL WITH, WHEN MEASURED AT RIGHT ANGLES TO, THE EAST BOUNDARY OF SAID PARCEL 'A', A DISTANCE OF 1286.60 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 17.50 FEET, THROUGH A CENTRAL ANGLE OF 88°43'41", FOR AN ARC DISTANCE OF 27.10 FEET TO THE POINT OF BEGINNING #2.

SAID LANDS LYING IN THE TOWN OF DAVIE, BROWARD COUNTY, FLORIDA AND CONTAINING 1,340,902 SQUARE FEET OR (30.783 ACRES) MORE OR LESS.

R:\SURVEY\2012\12-0093_SIERRA RANCH\DRAWINGS\SKETCH_AND_DESC\120093_SD_CBWCD DR&F ESMNT

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	DRAWN BY: RY	F.B. N/A PG. N/A
	CHECKED BY: MB	DATED: 03-15-21

C.B.W.C.D. DRAINAGE, RETENTION & FLOWAGE EASEMENT

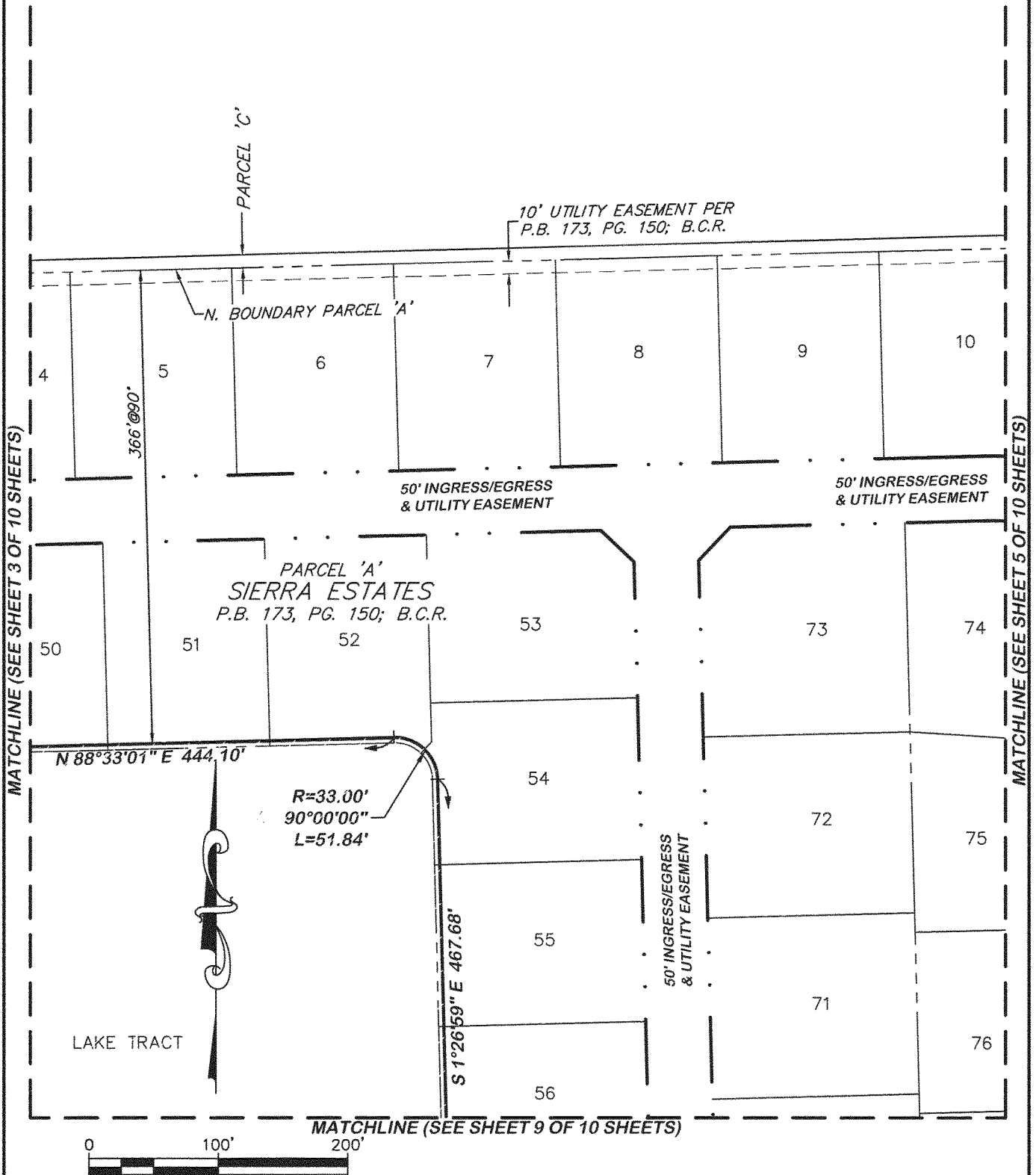


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JOB NO.: 12-0093	SHEET 3 OF 10 SHEETS
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SHEET 4 OF 10 SHEETS

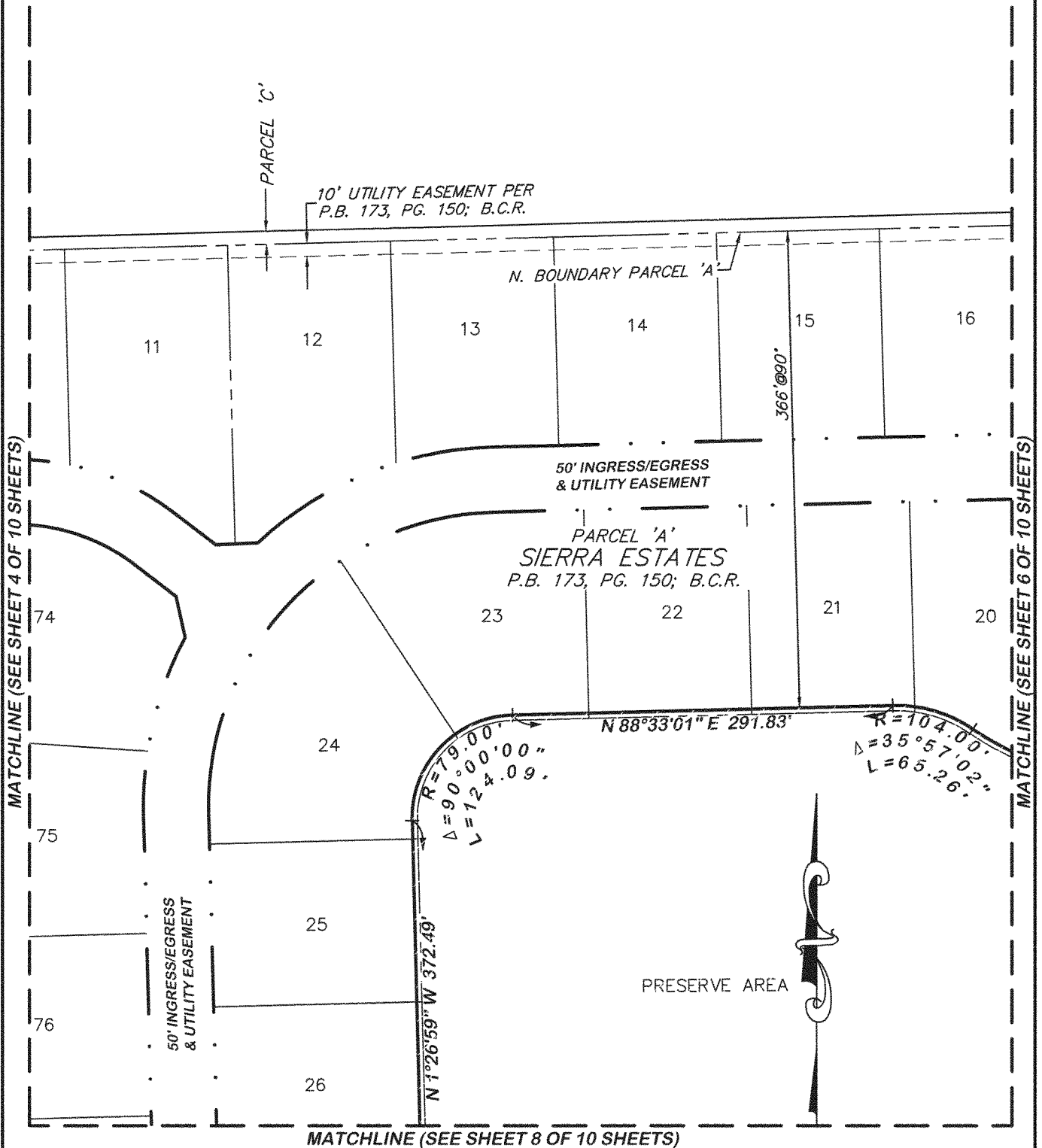
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CHECKED BY: MB

DATED: 03-015-21

C.B.W.C.D. DRAINAGE, RETENTION & FLOWAGE EASEMENT



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SHEET 5 OF 10 SHEETS

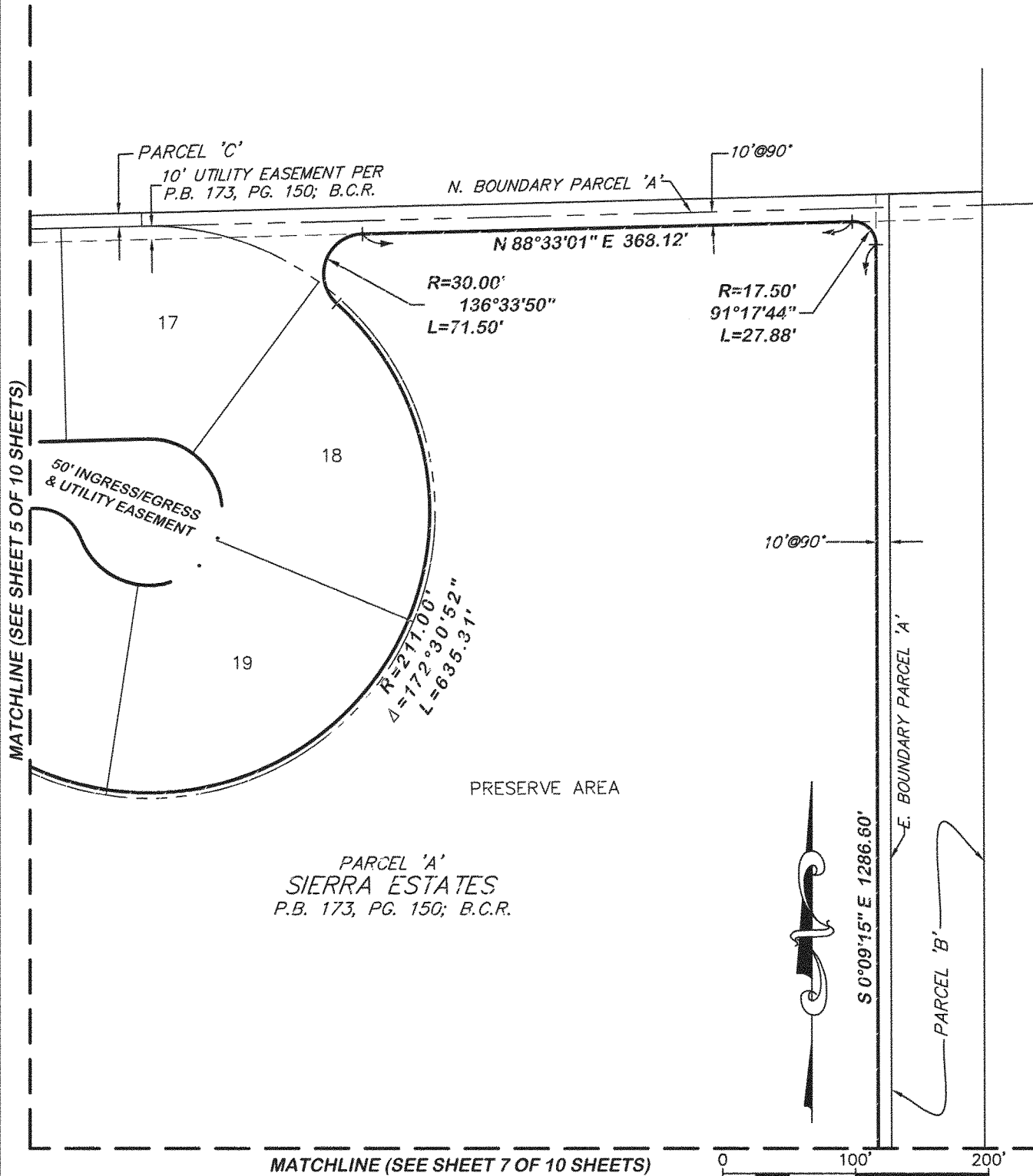
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JOB NO.: 12-0093

SHEET 6 OF 10 SHEETS

DRAWN BY: RY

F.B. N/A PG. N/A

CHECKED BY: MB

DATED: 03-15-21

C.B.W.C.D. DRAINAGE, RETENTION & FLOWAGE EASEMENT

MATCHLINE (SEE SHEET 6 OF 10 SHEETS)

PARCEL 'A'
SIERRA ESTATES
P.B. 173, PG. 150; B.C.R.

PRESERVE AREA

S 0°09'15" E 1286.60'

E. BOUNDARY PARCEL 'A'

PARCEL 'B'

S. BOUNDARY PARCEL 'B'

10'@90°

R=17.50'
88°43'41"
L=27.10'

P.O.B. #2
N 1°25'34" W
20.02'

S 88°34'26" W 854.87'

S 88°32'18" W 1861.37'

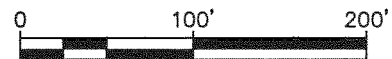
S. BOUNDARY PARCEL 'A'

10' UTILITY EASEMENT
P.B. 173, PG. 150; B.C.R.

R.P. #1
P.O.C.

S 88°32'18" W
96.69'

P.O.C.
S.E. CORNER PARCEL "B"
P.B. 173, PG. 150; B.C.R.



GRAPHIC SCALE IN FEET

R:\SURVEY\2012\12-0093_SIERRA RANCH\DRAWINGS\SKETCH_AND_DESC\120093_SD_CBWCD DR&F ESMNT



CRAVEN • THOMPSON & ASSOCIATES, INC.
ENGINEERS • PLANNERS • SURVEYOR'S
3563 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309 FAX: (954) 739-6409 TEL.: (954) 739-6400
FLORIDA LICENSED ENGINEERING, SURVEYING & MAPPING BUSINESS No. 271
MATERIAL SHOWN HEREON IS THE PROPERTY OF CRAVEN-THOMPSON & ASSOCIATES, INC. AND SHALL
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JOB NO.: 12-0093

SHEET 7 OF 10 SHEETS

DRAWN BY: RY

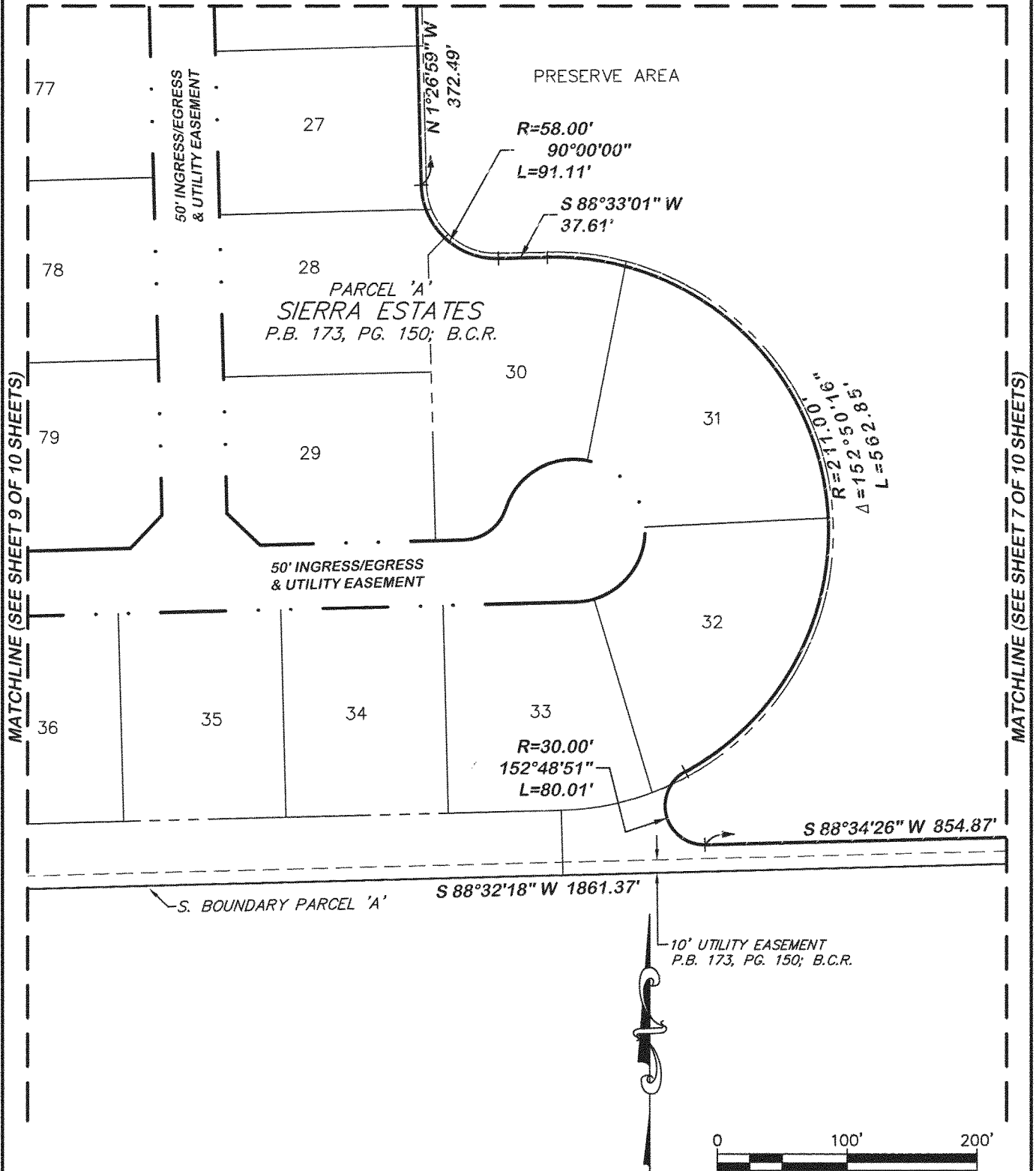
F.B. N/A PG. N/A

CHECKED BY: MB

DATED: 03-15-21

C.B.W.C.D. DRAINAGE, RETENTION & FLOWAGE EASEMENT

MATCHLINE (SEE SHEET 5 OF 10 SHEETS)



R:\SURVEY\2012\12-0093_SIERRA RANCH\DRAWINGS\SKETCH_AND_DESC\120093_SD_CBWCD DR&F ESMNT



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JOB NO.: 12-0093

SHEET 8 OF 10 SHEETS

DRAWN BY: RY

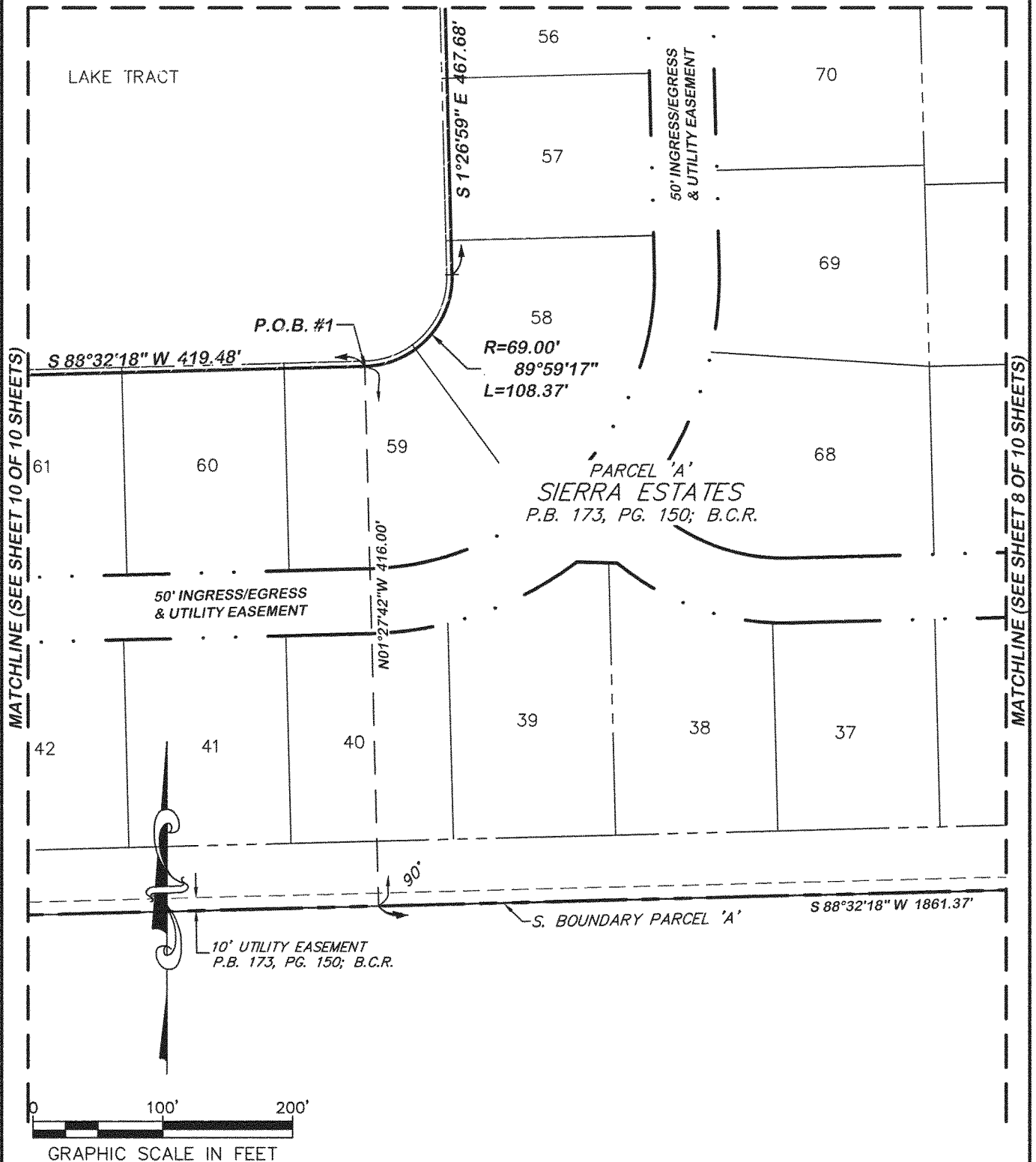
F.B. N/A PG. N/A

CHECKED BY: MB

DATED: 03-15-21

C.B.W.C.D. DRAINAGE, RETENTION & FLOWAGE EASEMENT

MATCHLINE (SEE SHEET 4 OF 10 SHEETS)



R:\SURVEY\2012\12-0093_SIERRA RANCH\DRAWINGS\SKETCH_AND_DESC\120093_SD_CBWCD DR&F ESMNT

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JOB NO.: 12-0093

SHEET 9 OF 10 SHEETS

DRAWN BY: RY

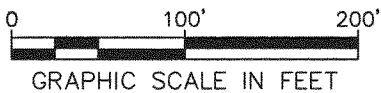
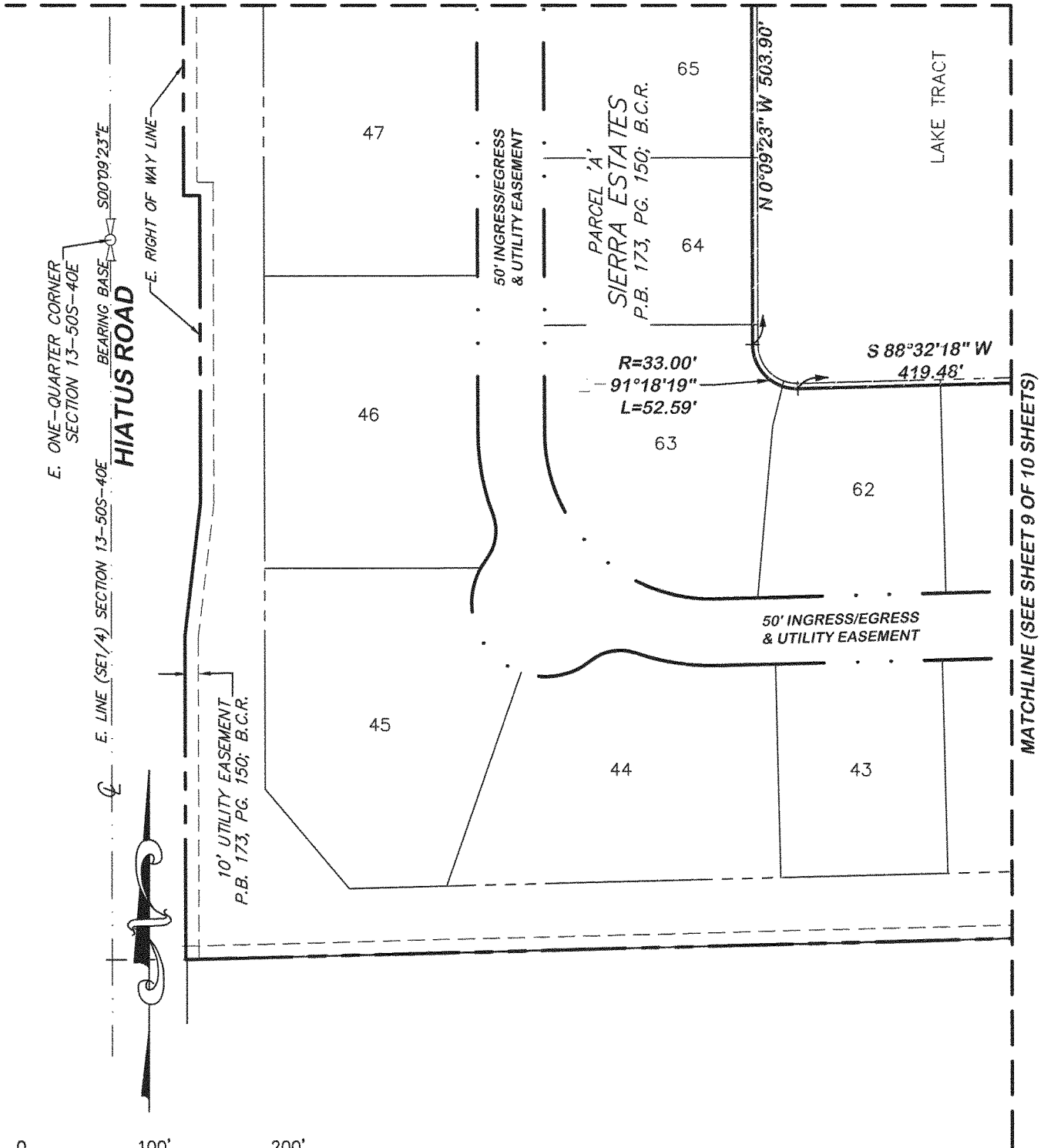
F.B. N/A PG. N/A

CHECKED BY: MB

DATED: 03-15-21

C.B.W.C.D. DRAINAGE, RETENTION & FLOWAGE EASEMENT

MATCHLINE (SEE SHEET 3 OF 10 SHEETS)



R:\SURVEY\2012\12-0093_SIERRA RANCH\DRAWINGS\SKETCH_AND_DESC\120093_SD_CBWCD DR&F ESMNT

CRAVEN • THOMPSON & ASSOCIATES, INC.
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JOB NO.: 12-0093	SHEET 10 OF 10 SHEETS
DRAWN BY: RY	F.B. N/A PG. N/A
CHECKED BY: MB	DATED: 03-15-21

Prepared By and Return To:
Central Broward Water Control District
8020 Stirling Road
Hollywood, FL 33024
954-432-5110

Folio No.:

LAKE MAINTENANCE EASEMENT

THIS LAKE MAINTENANCE EASEMENT is granted this 26th day of MAY,
2021, by LENNAR HOMES, a FLORIDA Limited
liability Company, whose address is 730 NW 107 AVE, Ste 300, Miami, FL
33172, hereinafter referred to as "Grantor" to **CENTRAL BROWARD WATER**
CONTROL DISTRICT, a political subdivision of the State of Florida, located at 8020 Stirling
Road, (Davie) Hollywood, Florida 33024, hereinafter referred to as "District".

WITNESSETH:

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

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

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

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

1. Although the easement granted to the District herein is non-exclusive, should any easement over the Lake Maintenance Easement Area be granted, subsequent to the date of this easement, the holder of any such subsequent easement shall be required to obtain approval from the District for the use of the Lake Maintenance Easement Area. Such approval by the District shall not be unreasonably withheld, denied or delayed.
2. No improvements, trees, landscaping or encroachments including utilities shall be placed within the Lake Maintenance Easement Area without the approval of and a permit from District, which approval will not be unreasonably withheld or delayed.
3. The rights granted herein to the District may be released or modified by a written, recordable release or modification approved by the Grantor and executed by the District.
4. Grantor acknowledges that Grantor and Grantor's successors and assigns shall be responsible for maintenance or repair of the Lake Maintenance Easement Area including the lake/pond bank slope and that District shall have the right but not the obligation to maintain or repair said Lake Maintenance Easement Area.
5. Grantor acknowledges that in the event the District incurs any expenses in maintaining or repairing the Lake Maintenance Easement Area or the adjacent lake/pond area as a result of Grantor's failure to maintain or repair such area, Grantor and Grantor's successors and assigns shall reimburse District for reasonable expenses including attorney's fees and costs to collect said expenses. However, before incurring any expenses, except in an emergency, District shall provide written notice to Grantor at least five (5) working days prior to performing any work to maintain or repair the Lake Maintenance Easement Area or the adjacent lake/pond area. During such period of time, Grantor or Grantor's successors and assigns may perform the work proposed by District or notify District that Grantor will perform said work to District's requirements in a reasonable period of time.
6. At the request of the Grantor, District shall provide an estoppel letter from time to time confirming whether any outstanding amounts are due by Grantor to District under this Easement.

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

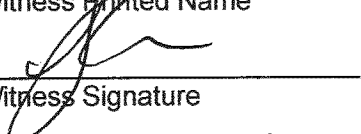
IN WITNESS WHEREOF, the said Grantor has caused these presents to be signed in its name by its proper officer, the day and year above written.

Signed, sealed and delivered in the presence of:



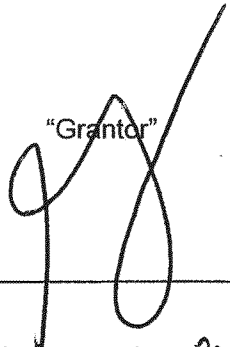
Witness Signature

WALTER CORTES
Witness Printed Name



Witness Signature

MARLON SOHLL
Witness Printed Name


"Grantor"
By: _____
GREG MCPHERSON, VICE PRESIDENT
Name and Title

FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

STATE OF _____

COUNTY OF _____

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

(Signature of person taking acknowledgment)

(Name typed, printed or stamped)

(Title or rank)

(Serial number, if any)

FOR A CORPORATION:

STATE OF _____

COUNTY OF _____

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

(Continued on next page)

(Signature of person taking acknowledgment)

(Name typed, printed or stamped)

(Title or rank)

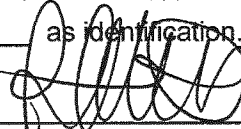
(Serial number, if any)

FOR A LIMITED LIABILITY COMPANY:

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☒ physical presence or
☐ online notarization, this (date) MAY 26th, 2021 by (name of member,
manager, officer or agent, title of member, manager, officer or agent) _____
GREG MCFARSON, VICE PRESIDENT of (name of corporation
acknowledging) LENNAR HOMES, LLC, a (state or
place of formation) FLORIDA limited liability company, on behalf of the
company, who is personally known to me or who has produced (type of identification)

_____ as identification.

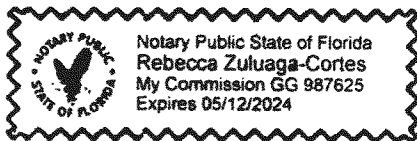


(Signature of person taking acknowledgment)

REBECCA ZULAGA-CORTES
(Name typed, printed or stamped)

(Title or rank)

(Serial number, if any)



FOR A PARTNERSHIP:

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or
☐ online notarization, this (date)_____ by (name of partner or agent)
_____, partner (or agent) on behalf of
(name of partnership)_____ a partnership.
He/She is personally known to me or has produced (type of identification)_____
_____ as identification.

(Signature of person taking acknowledgment)

(Name typed, printed or stamped)

(Title or rank)

(Serial number, if any)

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

1. Although the easement granted to the District herein is non-exclusive, should any easement over the Lake Maintenance Easement Area be granted, subsequent to the date of this easement, the holder of any such subsequent easement shall be required to obtain approval from the District for the use of the Lake Maintenance Easement Area. Such approval by the District shall not be unreasonably withheld, denied or delayed.
2. No improvements, trees, landscaping or encroachments including utilities shall be placed within the Lake Maintenance Easement Area without the approval of and a permit from District, which approval will not be unreasonably withheld or delayed.
3. The rights granted herein to the District may be released or modified by a written, recordable release or modification approved by the Grantor and executed by the District.
4. Grantor acknowledges that Grantor and Grantor's successors and assigns shall be responsible for maintenance or repair of the Lake Maintenance Easement Area including the lake/pond bank slope and that District shall have the right but not the obligation to maintain or repair said Lake Maintenance Easement Area.
5. Grantor acknowledges that in the event the District incurs any expenses in maintaining or repairing the Lake Maintenance Easement Area or the adjacent lake/pond area as a result of Grantor's failure to maintain or repair such area, Grantor and Grantor's successors and assigns shall reimburse District for reasonable expenses including attorney's fees and costs to collect said expenses. However, before incurring any expenses, except in an emergency, District shall provide written notice to Grantor at least five (5) working days prior to performing any work to maintain or repair the Lake Maintenance Easement Area or the adjacent lake/pond area. During such period of time, Grantor or Grantor's successors and assigns may perform the work proposed by District or notify District that Grantor will perform said work to District's requirements in a reasonable period of time.
6. At the request of the Grantor, District shall provide an estoppel letter from time to time confirming whether any outstanding amounts are due by Grantor to District under this Easement.

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

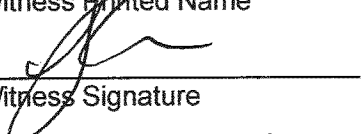
IN WITNESS WHEREOF, the said Grantor has caused these presents to be signed in its name by its proper officer, the day and year above written.

Signed, sealed and delivered in the presence of:



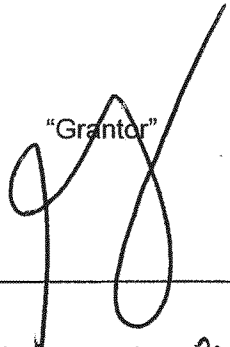
Witness Signature

WALTER CORTES
Witness Printed Name



Witness Signature

MARLON SOHLL
Witness Printed Name

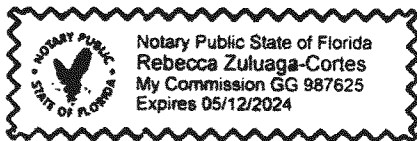

"Grantor"
By: _____
GREG MCPHERSON, VICE PRESIDENT
Name and Title

FOR A LIMITED LIABILITY COMPANY:

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☒ physical presence or
☐ online notarization, this (date) MAY 26th, 2021 by (name of member,
manager, officer or agent, title of member, manager, officer or agent) _____
GREG MCFARSON, VICE PRESIDENT of (name of corporation
acknowledging) LENNAR HOMES, LLC, a (state or
place of formation) FLORIDA limited liability company, on behalf of the
company, who is personally known to me or who has produced (type of identification)

_____ as identification.



(Signature of person taking acknowledgment)

REBECCA ZULAGA-CORTES
(Name typed, printed or stamped)

(Title or rank)

(Serial number, if any)

EXHIBIT A

All of Parcels 'A', 'B' and 'C', Sierra Estates, according to the plat thereof as recorded in Plat Book 173, Page 150, of the public records of Broward County, Florida.

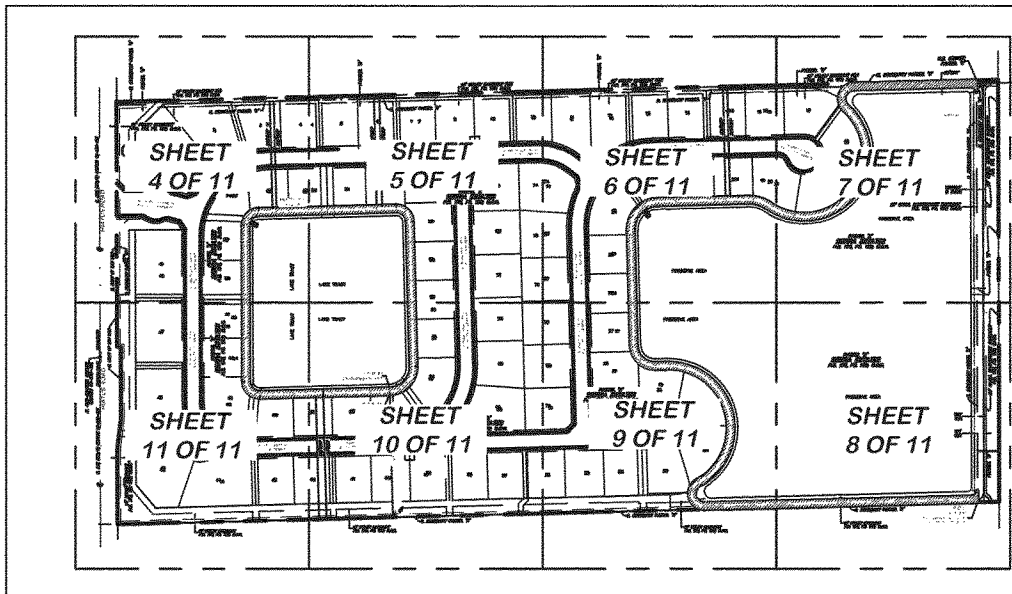
Said lands lying in the Town of Davie, Broward County, Florida.

EXHIBIT B

FOR: LENNAR HOMES, LLC

SKETCH AND DESCRIPTION C.B.W.C.D. 20' LAKE MAINTENANCE EASEMENT

KEY MAP
(NOT TO SCALE)

**NOTES:**

BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED MERIDIAN, THE CENTERLINE OF HIATUS ROAD IS ASSUMED TO BEAR SOUTH 00°09'23" EAST.

THIS SKETCH AND DESCRIPTION CONSISTS OF 10 SHEETS AND EACH SHEET SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHERS.

CERTIFICATE:

WE HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION AND OTHER PERTINENT DATA SHOWN HEREON, OF THE ABOVE DESCRIBED PROPERTY WAS MADE ON THE GROUND, CONFORMS TO THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA, AS OUTLINED IN CHAPTER 5J-17, (FLORIDA ADMINISTRATIVE CODE) AS ADOPTED BY DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES AND THAT SAID SURVEY IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF.

CRAVEN THOMPSON & ASSOCIATES, INC.
LICENSED BUSINESS NUMBER #271

RAYMOND YOUNG
PROFESSIONAL SURVEYOR AND MAPPER NO 5799
STATE OF FLORIDA

THE SKETCH OF SURVEY AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

R:\SURVEY\2012\12-0093_SIERRA RANCH\DRAWINGS\SKETCH_AND_DESC\120093_SD_CBWCD 20' LME

THIS IS NOT A SKETCH OF SURVEY, but only a graphic depiction of the description shown hereon. There has been no field work, viewing of the subject property, or monuments set in connection with the preparation of the information shown hereon.

The undersigned and CRAVEN-THOMPSON & ASSOCIATES, INC. make no representations or guarantees as to the information reflected hereon pertaining to easements, rights-of-way, set back lines, reservations, agreements and other similar matters, and further, this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and confirmed by others through appropriate title verification. Lands shown hereon were not abstracted for right-of-way and/or easements of record.

UPDATES and/or REVISIONS	DATE	BY	CK'D



CRAVEN • THOMPSON & ASSOCIATES, INC.
ENGINEERS • PLANNERS • SURVEYOR'S
3563 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309 FAX: (954) 739-6409 TEL.: (954) 739-6400
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JOB NO.: 12-0093	SHEET 1 OF 11 SHEETS
DRAWN BY: RY	F.B. N/A PG. N/A
CHECKED BY: MB	DATED: 03-24-21

C.B.W.C.D. 20' LAKE MAINTENANCE EASEMENT

LEGAL DESCRIPTION:

PORTIONS OF PARCEL 'A', SIERRA ESTATES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 173, PAGE 150, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID PARCEL 'A'; THENCE SOUTH 88°32'18" WEST ALONG THE SOUTH BOUNDARY OF SAID PARCEL 'A', A DISTANCE OF 1,888.05 FEET; THENCE NORTH 01°27'42" WEST, A DISTANCE OF 396.00 FEET TO THE POINT OF BEGINNING #1; THENCE SOUTH 88°32'18" WEST ALONG A LINE LYING 396.00 FEET NORTH OF AND PARALLEL WITH, WHEN MEASURED AT RIGHT ANGLES TO, SAID SOUTH BOUNDARY, A DISTANCE OF 419.48 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 53.00 FEET, THROUGH A CENTRAL ANGLE OF 91°18'19", FOR AN ARC DISTANCE OF 84.46 FEET TO A POINT OF TANGENCY; THENCE NORTH 00°09'23" WEST, A DISTANCE OF 503.90 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 53.00 FEET, THROUGH A CENTRAL ANGLE OF 88°42'24", FOR AN ARC DISTANCE OF 82.06 FEET TO A POINT OF TANGENCY; THENCE NORTH 88°33'01" EAST ALONG A LINE LYING 346.00 FEET SOUTH OF AND PARALLEL WITH, WHEN MEASURED AT RIGHT ANGLES TO, THE NORTH BOUNDARY OF SAID PARCEL 'A', A DISTANCE OF 444.10 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 53.00 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00", FOR AN ARC DISTANCE OF 83.25 FEET TO A POINT OF TANGENCY; THENCE SOUTH 01°26'59" EAST, A DISTANCE OF 467.68 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 89.00 FEET, THROUGH A CENTRAL ANGLE OF 89°59'17", FOR AN ARC DISTANCE OF 139.78 FEET TO THE POINT OF BEGINNING #1.

LESS AND EXCEPT THEREFROM THE FOLLOWING DESCRIBED PARCEL OF LAND:

COMMENCE AT SAID POINT OF BEGINNING #1; THENCE NORTH 01°27'42" WEST, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING #2; THENCE SOUTH 88°32'18" WEST ALONG A LINE LYING 416.00 FEET NORTH OF AND PARALLEL WITH, WHEN MEASURED AT RIGHT ANGLES TO, SAID SOUTH BOUNDARY, A DISTANCE OF 419.48 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 33.00 FEET, THROUGH A CENTRAL ANGLE OF 91°18'19", FOR AN ARC DISTANCE OF 52.59 FEET TO A POINT OF TANGENCY; THENCE NORTH 00°09'23" WEST, A DISTANCE OF 503.90 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 33.00 FEET, THROUGH A CENTRAL ANGLE OF 88°42'24", FOR AN ARC DISTANCE OF 51.09 FEET TO A POINT OF TANGENCY; THENCE NORTH 88°33'01" EAST ALONG A LINE LYING 366.00 FEET SOUTH OF AND PARALLEL WITH, WHEN MEASURED AT RIGHT ANGLES TO, SAID NORTH BOUNDARY, A DISTANCE OF 444.10 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 33.00 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00", FOR AN ARC DISTANCE OF 51.84 FEET TO A POINT OF TANGENCY; THENCE SOUTH 01°26'59" EAST, A DISTANCE OF 467.68 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 69.00 FEET, THROUGH A CENTRAL ANGLE OF 89°59'17", FOR AN ARC DISTANCE OF 108.37 FEET TO THE POINT OF BEGINNING #2


TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL OF LAND:

A PORTION OF PARCEL 'A' AND A PORTION OF PARCEL 'C', SIERRA ESTATES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 173, PAGE 150, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SAID PARCEL 'A', SAID POINT HEREINAFTER KNOWN AS POINT OF BEGINNING #3; THENCE SOUTH 88°34'26" WEST, A DISTANCE OF 881.54 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHWESTERLY, NORTHERLY AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 50.00 FEET, THROUGH CENTRAL ANGLE OF 152°48'51", FOR AN ARC DISTANCE OF 133.36 FEET TO A POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHEASTERLY, NORTHERLY AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 191.00 FEET, THROUGH A CENTRAL ANGLE OF 152°50'16", FOR AN ARC DISTANCE OF 509.50 FEET TO A POINT OF TANGENCY; THENCE SOUTH 88°33'01" WEST, A DISTANCE OF 37.61 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 78.00 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00", FOR AN ARC DISTANCE OF 122.52 FEET TO A POINT OF TANGENCY; THENCE NORTH 01°26'59" WEST, A DISTANCE OF 372.49 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 99.00 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00", FOR AN ARC DISTANCE OF 155.51 FEET TO A POINT OF TANGENCY; THENCE NORTH 88°33'01" EAST ALONG A LINE LYING 346.00 FEET SOUTH OF AND PARALLEL WITH, WHEN MEASURED AT RIGHT ANGLES TO, SAID NORTH BOUNDARY, A DISTANCE OF 291.83 FEET TO A POINT OF CURVATURE OF CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 124.00 FEET, THROUGH A CENTRAL ANGLE OF 35°57'02", FOR AN ARC DISTANCE OF 77.80 FEET TO A POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHEASTERLY, EASTERLY, NORTHEASTERLY, NORTHERLY AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 191.00 FEET, THROUGH A CENTRAL ANGLE OF 172°30'52", FOR AN ARC DISTANCE OF 575.09 FEET TO A POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHWESTERLY, NORTHERLY AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 50.00 FEET, THROUGH CENTRAL ANGLE OF 136°33'50", FOR AN ARC DISTANCE OF 119.17 FEET TO A POINT OF TANGENCY; THENCE NORTH 88°33'01" EAST ALONG THE NORTH BOUNDARY OF SAID PARCEL 'C', A DISTANCE OF 396.47 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 'C';

(CONTINUED ON SHEET 3 OF 11 SHEETS)

R:\SURVEY\2012\12-0093_SIERRA RANCH\DRAWINGS\SKETCH_AND_DESC\120093_SD_CBWCD 20' LME

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	CHECKED BY: MB	DATED: 03-24-21	

C.B.W.C.D. 20' LAKE MAINTENANCE EASEMENT

LEGAL DESCRIPTION: (CONTINUED FROM SHEET 2 OF 11 SHEETS)

THENCE SOUTH 00°09'15" EAST ALONG THE EAST BOUNDARY OF SAID PARCEL 'C' AND ALONG A PORTION OF THE EAST BOUNDARY FOR SAID PARCEL 'A', A DISTANCE OF 37.91 FEET TO A POINT OF CUSP OF A CIRCULAR CURVE TO THE LEFT, FROM WHICH THE RADIUS POINT BEARS SOUTH 89°50'45" WEST FROM THE LAST DESCRIBED POINT, THE LAST DESCRIBED COURSE LYING ALONG THE WEST BOUNDARY OF THAT CERTAIN 20' CANAL MAINTENANCE EASEMENT AS SHOWN ON SAID PLAT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 17.50 FEET, THROUGH A CENTRAL ANGLE OF 91°17'44", FOR AN ARC DISTANCE OF 27.88 FEET TO A POINT OF TANGENCY; THENCE SOUTH 88°33'01" WEST ALONG A LINE LYING 20.00 FEET SOUTH OF AND PARALLEL WITH, WHEN MEASURED AT RIGHT ANGLE TO, SAID NORTH BOUNDARY OF SAID PARCEL 'C', A DISTANCE OF 378.12 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHWESTERLY, SOUTHERLY AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 30.00 FEET, THROUGH A CENTRAL ANGLE OF 136°33'50", FOR AN ARC DISTANCE OF 71.50 FEET TO A POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHEASTERLY, SOUTHERLY, SOUTHWESTERLY, WESTERLY AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 211.00 FEET, THROUGH A CENTRAL ANGLE OF 172°30'52", FOR AN ARC DISTANCE OF 635.31 FEET TO A POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 104.00 FEET, THROUGH A CENTRAL ANGLE OF 35°57'02", FOR AN ARC DISTANCE OF 65.26 FEET TO A POINT OF TANGENCY; THENCE SOUTH 88°33'01" WEST ALONG A LINE LYING 366 FEET SOUTH OF AND PARALLEL WITH, WHEN MEASURED AT RIGHT ANGLES TO, SAID NORTH BOUNDARY OF SAID PARCEL 'A', A DISTANCE OF 291.83 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 79.00 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00", FOR AN ARC DISTANCE OF 124.09 FEET TO A POINT OF TANGENCY; THENCE SOUTH 01°26'59" EAST, A DISTANCE OF 372.49 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 58.00 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00", FOR AN ARC DISTANCE OF 91.11 FEET TO A POINT OF TANGENCY; THENCE NORTH 88°33'01" EAST, A DISTANCE OF 37.61 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHEASTERLY, SOUTHERLY AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 211.00 FEET, THROUGH A CENTRAL ANGLE OF 152°50'16", FOR AN ARC DISTANCE OF 562.85 FEET TO A POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHWESTERLY, SOUTHERLY AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 30.00 FEET, THROUGH A CENTRAL ANGLE OF 152°48'51", FOR AN ARC DISTANCE OF 80.01 FEET TO A POINT OF TANGENCY; THENCE NORTH 88°34'26" EAST, A DISTANCE OF 864.87 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 17.50 FEET, THROUGH A CENTRAL ANGLE OF 88°43'41", FOR AN ARC DISTANCE OF 27.10 FEET TO A POINT OF CUSP, SAID POINT LYING ALONG THE EAST BOUNDARY OF SAID PARCEL 'A'; THENCE SOUTH 00°09'15" EAST ALONG SAID EAST BOUNDARY, A DISTANCE OF 37.12 FEET TO THE POINT OF BEGINNING #3.

SAID LANDS LYING IN THE TOWN OF DAVIE, BROWARD COUNTY, FLORIDA AND CONTAINING 50,528 SQUARE FEET OR (1.16 ACRES) MORE OR LESS.

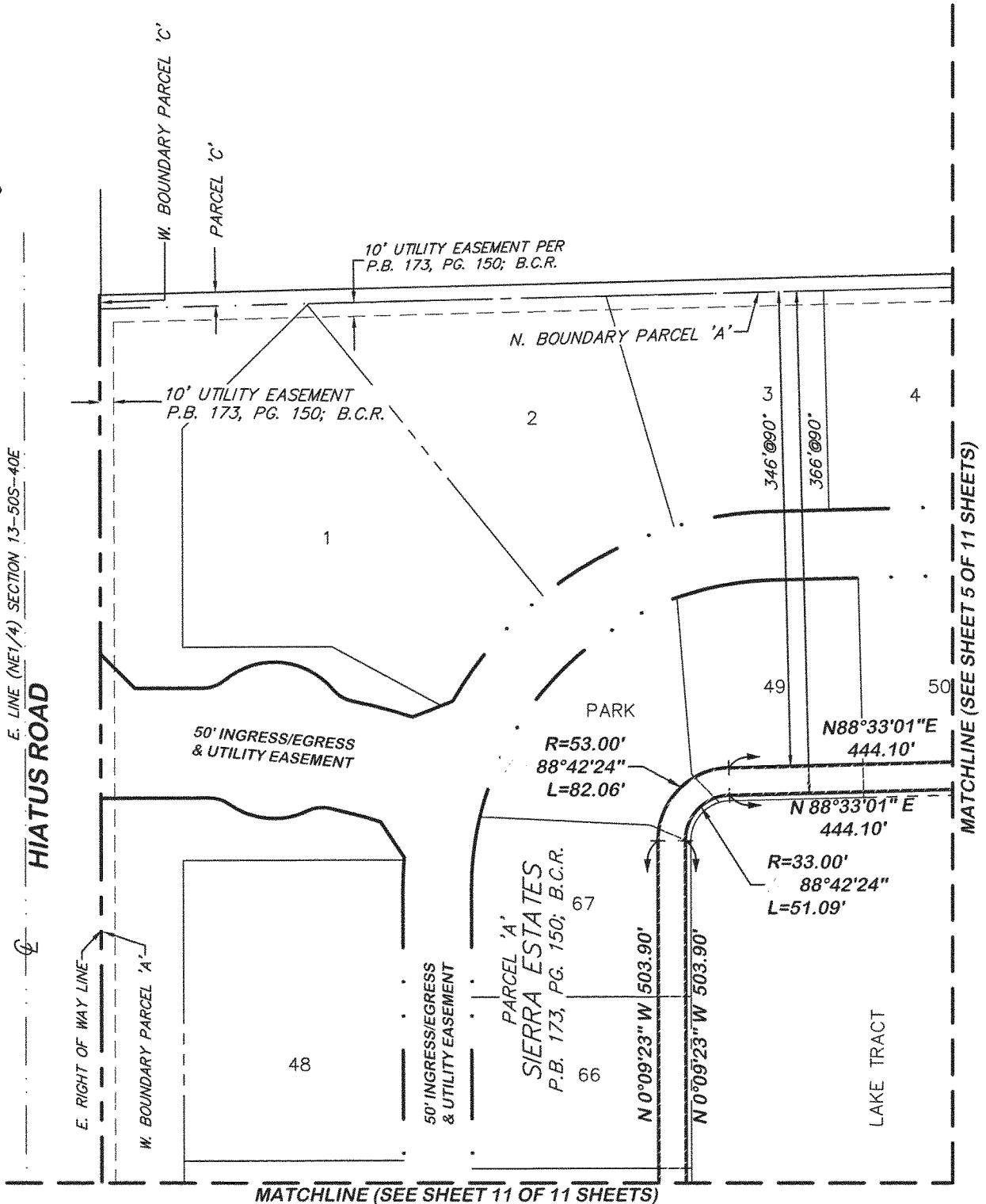
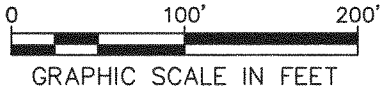
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C.B.W.C.D. 20' LAKE MAINTENANCE EASEMENT



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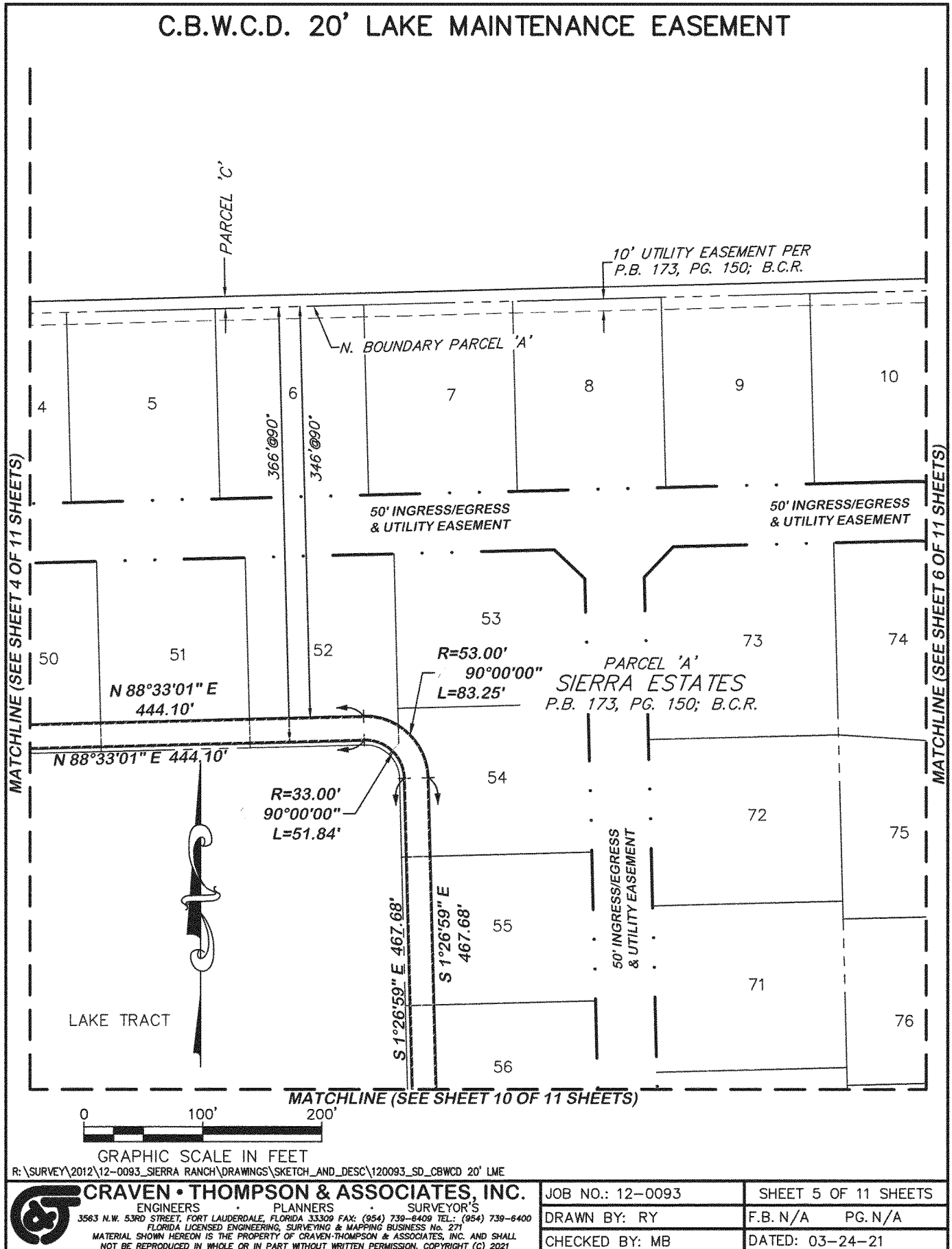
SHEET 4 OF 11 SHEETS

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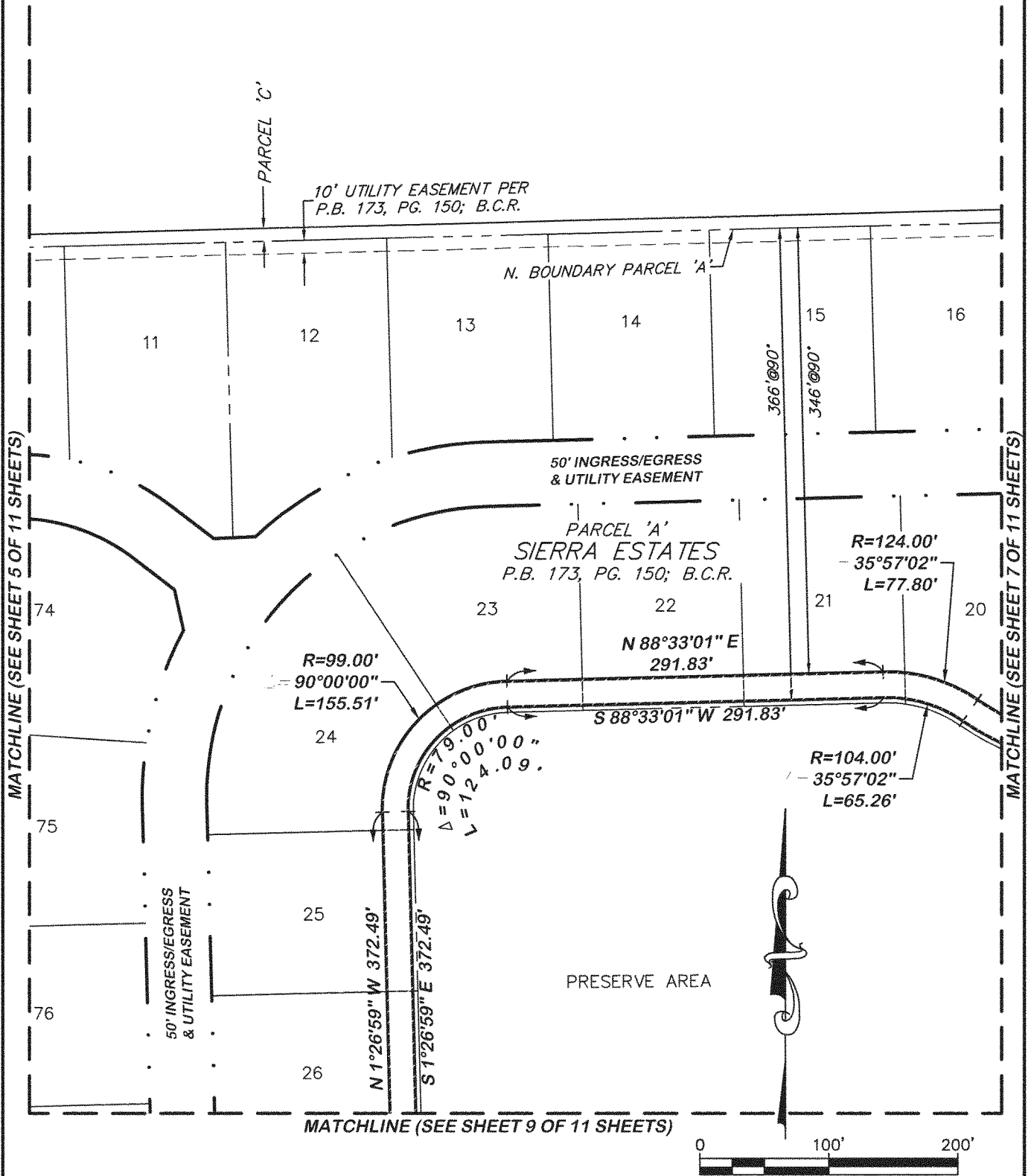
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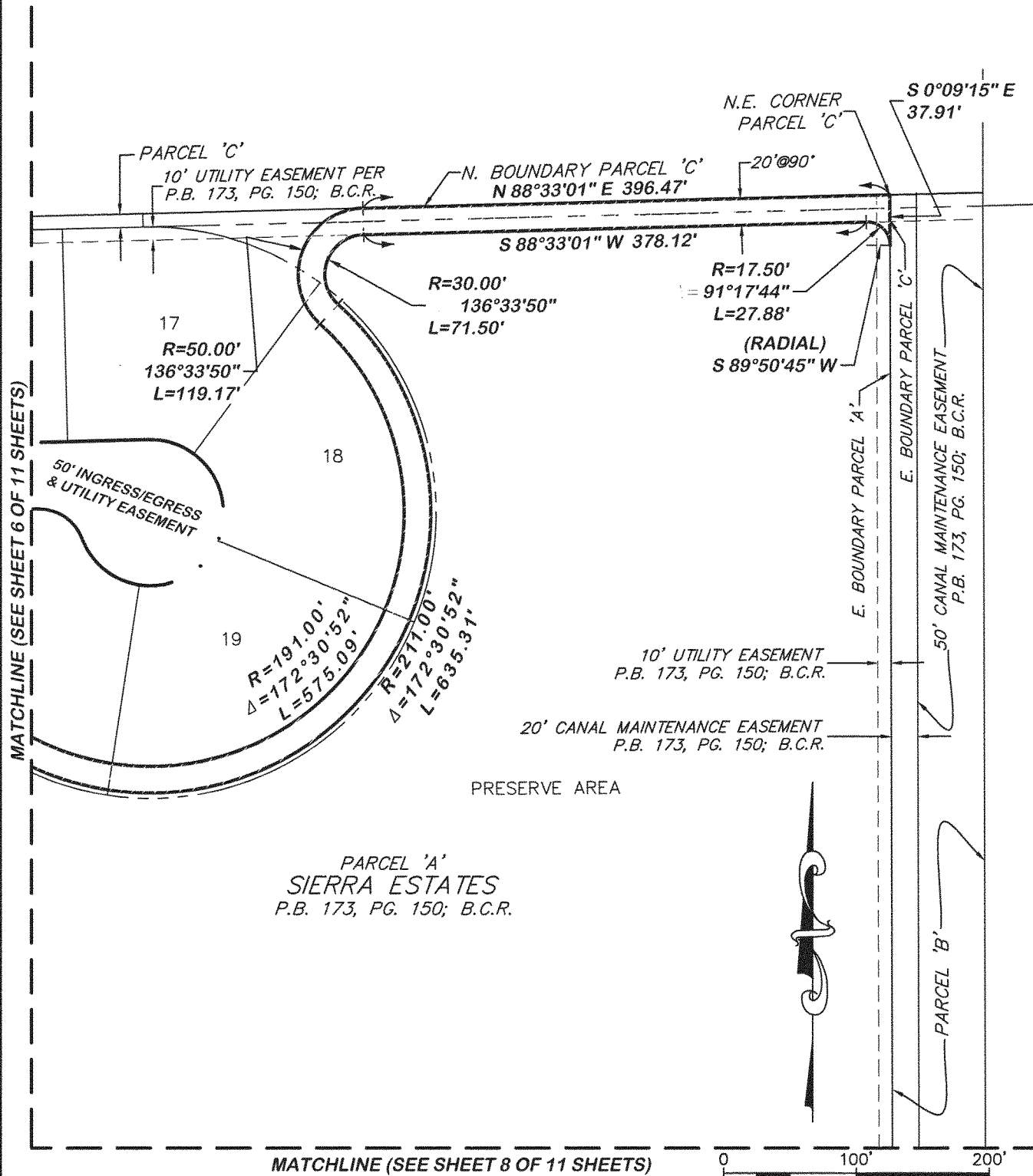
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C.B.W.C.D. 20' LAKE MAINTENANCE EASEMENT

MATCHLINE (SEE SHEET 7 OF 11 SHEETS)

PARCEL 'A'
SIERRA ESTATES
P.B. 173, PG. 150; B.C.R.

PRESERVE AREA

10' UTILITY EASEMENT
P.B. 173, PG. 150; B.C.R.

20' CANAL MAINTENANCE EASEMENT
P.B. 173, PG. 150; B.C.R.

$R=17.50'$
 $88^{\circ}43'41''$
 $L=27.10'$

$N 88^{\circ}34'26'' E 864.87'$

$S 88^{\circ}34'26'' W 881.54'$

$S 88^{\circ}32'18'' W 1888.05'$

S. BOUNDARY PARCEL 'A'

10' UTILITY EASEMENT
P.B. 173, PG. 150; B.C.R.

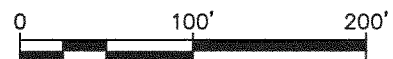
P.O.C.
P.O.B #3
S.E. CORNER PARCEL "A"
P.B. 173, PG. 150; B.C.R.

$S 0^{\circ}09'15'' E$
37.12'

E. BOUNDARY PARCEL 'A'

50' CANAL MAINTENANCE EASEMENT
P.B. 173, PG. 150; B.C.R.

PARCEL 'B'



GRAPHIC SCALE IN FEET

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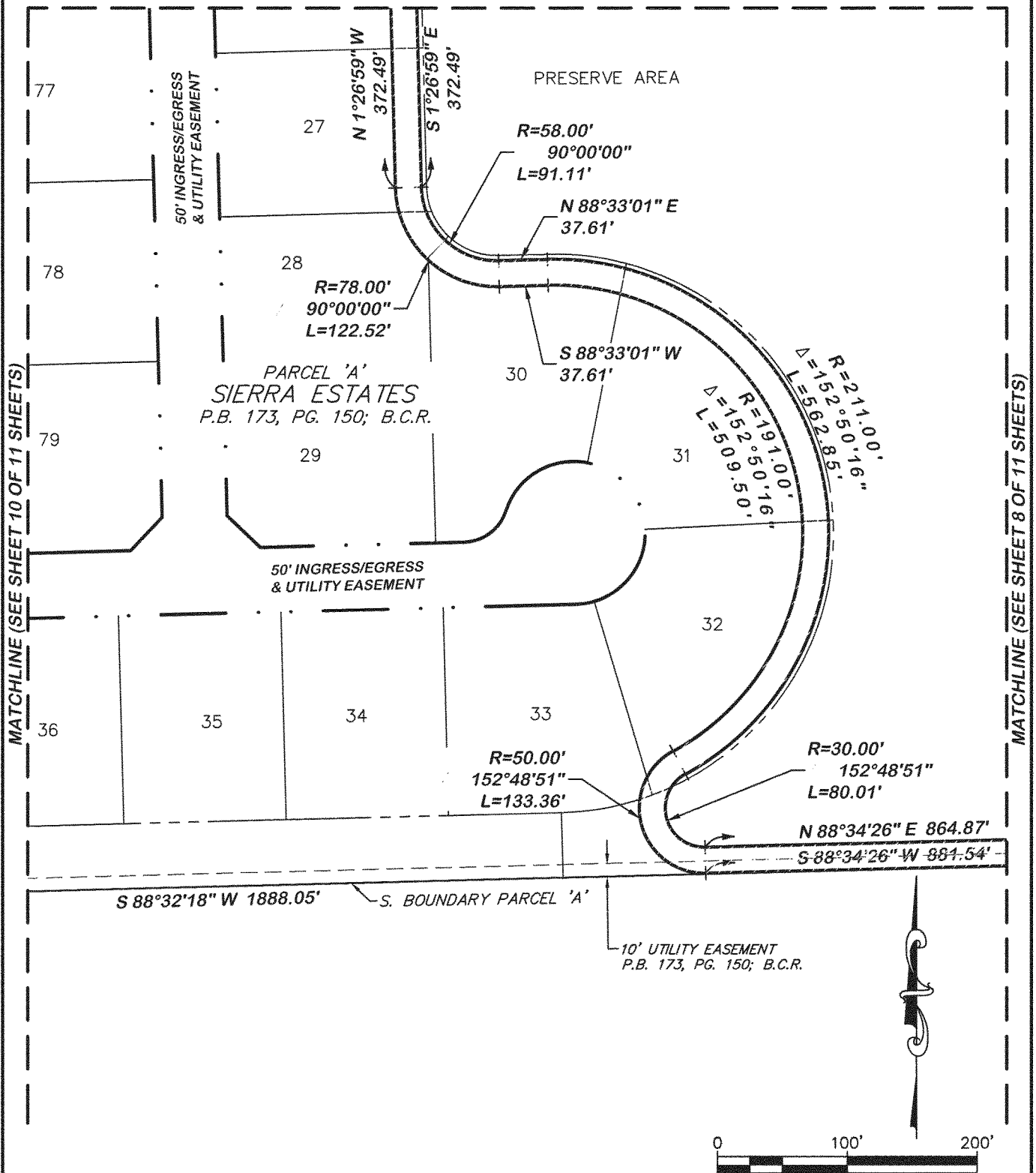
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MATCHLINE (SEE SHEET 6 OF 11 SHEETS)



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GRAPHIC SCALE IN FEET



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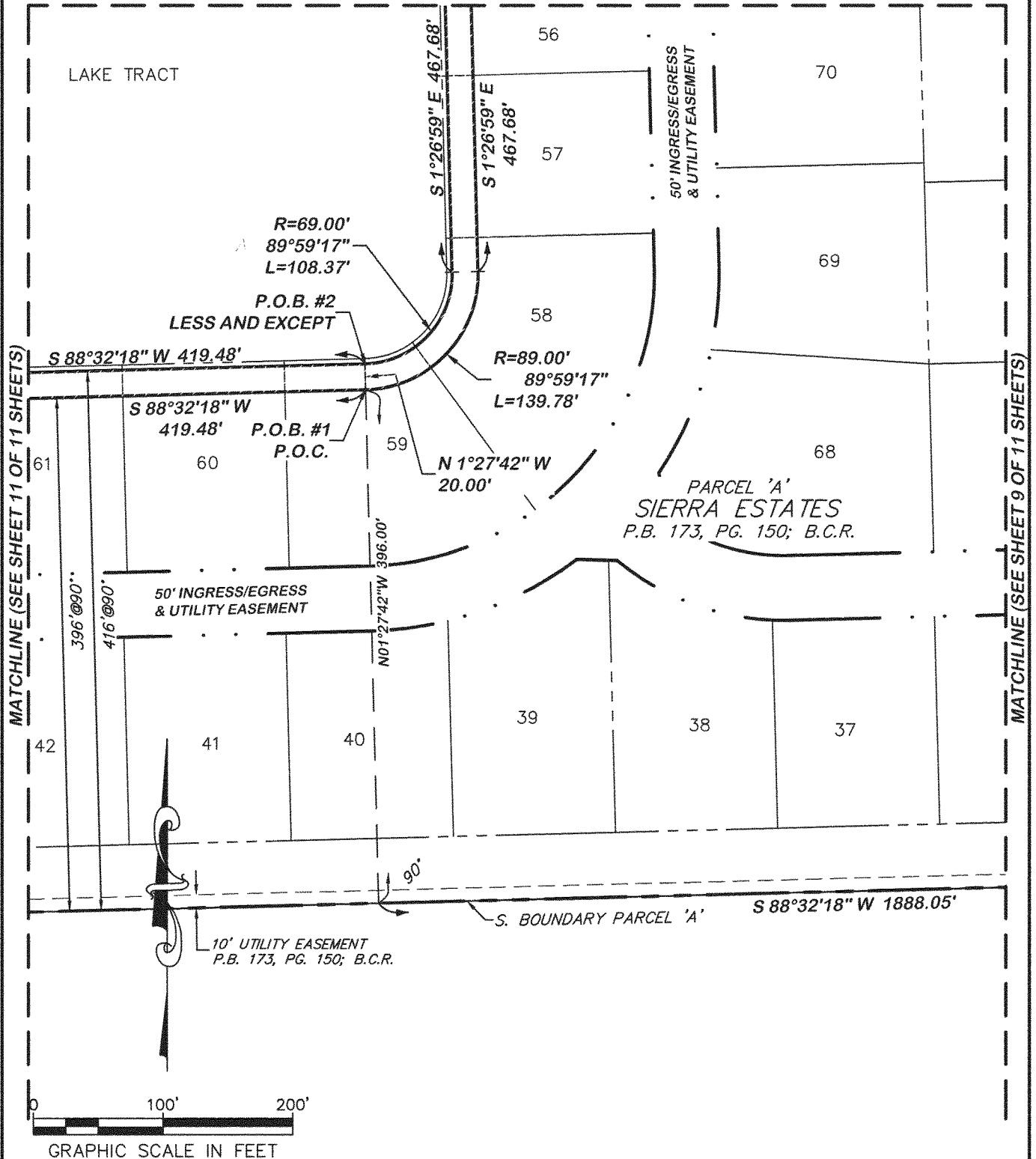
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MATCHLINE (SEE SHEET 5 OF 11 SHEETS)



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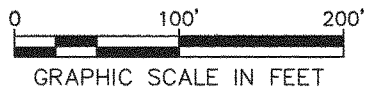
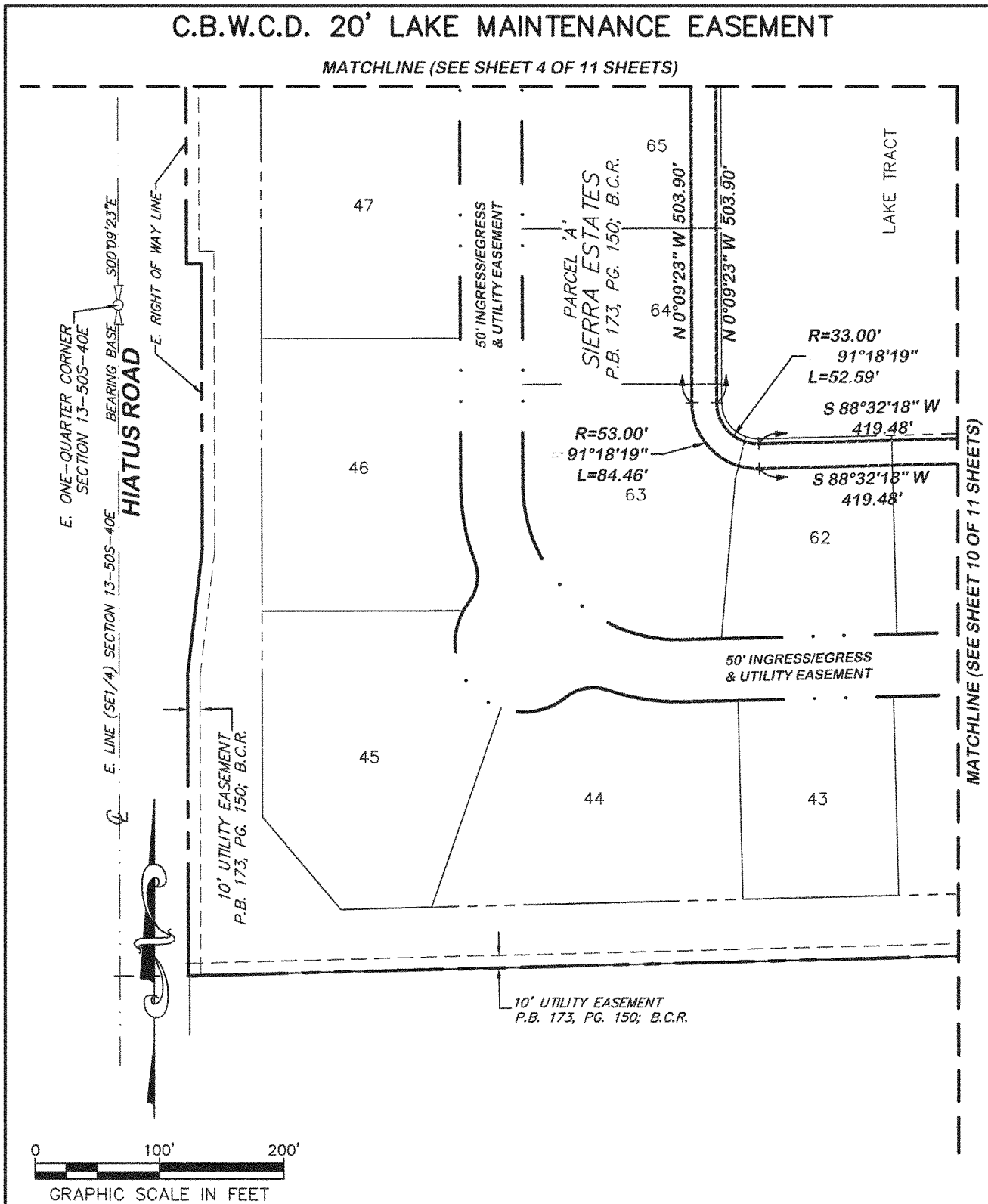
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