Instr# 117303613, Page 1 of 16, Recorded 05/27/2021 at 11:05 AM

Broward County Commission
Deed Doc Stamps: \$0.00

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 STORAG	E EASEMENT is granted this 26 day
of MAY, 2021, by Lennar Homes	, a Florida limited
liability Company, whose address is	130 NW 107 AVE, Stc 300
MIAMI, FL 33172	hereinafter referred to as "Grantor"
to CENTRAL BROWARD WATER CONTROL DISTR	RICT, a political subdivision of the State of
Florida, located at 8020 Stirling Road (Davie) Hollywo	
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,

Exhibit N-3 Updated December 28, 2020

Page 1 of 4

("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

Page 2 of 4

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 GORTES

Witness Printed Name

Witness Signature

Witness Printed Name

By:

GREG MCPHERSON, VICE PRESIDENT

"Grantor"

Name and Title

Instr# 117303613 , Pa	ige 4	of l	.6
-----------------------	-------	------	----

FOR A LIMITED LIABILITY COMPANY:	
STATE OF FLORIDA	
COUNTY OF BROWALD	
The foregoing instrument was acknow	wledged before me by means of 🗹 physical
presence or $\square$ online notarization, this (	(date)MAY 26, 2021 by (name of member,
manager, officer or agent, title of membe	er, manager, officer or agent)
GREG MCPHERSON, VICE PA	<b>ESIDENT</b> , of (name of corporation
acknowledging) LENNAR How	nes, u.c., a (state or
place of formation) FLOP1 DA	_limited liability company, on behalf of the
company, who is <u>personally know</u> n to m	e or who has produced (type of identification)
	as identification.
Notary Public State of Florida	(Signature of person taking acknowledgment)
Rebecca Zuluaga-Cortes My Commission GG 987625	KEBECCA ZULAGA-GORTES
Expires 05/12/2024	(Name typed, printed or stamped)
	(Title or rank)
	(Serial number, if any)
	(Senai number, ii 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.

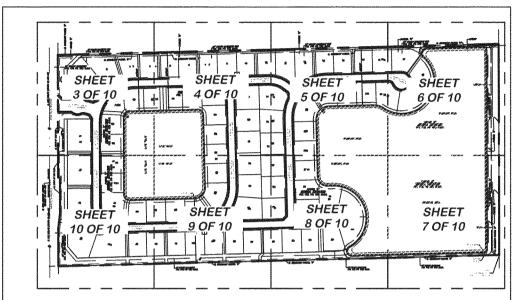
Said lands lying in the Town of Davie, Broward County, Florida.

# **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** 

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

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
$D \cap D$	DOMET OF DECIMARIA

POINT OF BEGINNING POINT OF COMMENCEMENT POINT OF TERMINUS P.O.C. P.O.T.

R R.P. RADIUS REFERENCE POINT CENTRAL ANGLE

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 DR&F ESMNT

THIS IS NOT A SKETCH OF SURVEY, but only a graphic depiction of the description shown hereon. There	UPDATES and/or REVISIONS		DATE	BY	CK'D
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 CRAYEN-THOMPSON & ASSOCIATES, INC. make no representations or guarantees as to the information reflected hereon pertaining to easements, rights—of—way, set back lines, reservations,		Here were the second			
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.					
CRAVEN • THOMPSON & ASSOCIATES, INC.	JOB NO.: 12-0093	SHEET	1 OF 1	0 SHE	ETS

title verification. Lands shown hereon were not abstracted for right-of-way and/or easements of record.		***************************************	<u> </u>
CRAVEN • THOMPSON & ASSOCIATES, INC.  ENGINEERS PLANNERS SURVEYOR'S SIGNATE FORT LAUDERDALE, FLORIDA 33309 FAX: (954) 739-6409 TEL: (954) 739-6400 FLORIDA LICENSED ENGINEERINS, SURVEYNOR MATERIAL SHOWN HEREON IS THE PROPERTY OF CRAVEN THOMPSON & ASSOCIATES, INC. AND SHALL NOT BE REPRODUCED IN WHALE OR IN PARK WITHOUT WITHOUT PRIMISSION. C271 CHECKED BY: MB	SHEET	1 OF 1	0 5
ENGINEERS PLANNERS SURVEYORS  3563 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309 FAX: (954) 739-6409 TD: (954) 739-6400  DRAWN BY: RY  FLORIDA LICENSED ENGINEERING SIN 33309 FAX: (954) 739-6400 DRAWN BY: RY	.B. N/A	. PG	3. N,
MATERIAL SHOWN HEREON IS THE PROPERTY OF CRAVEN THOMPSON & ASSOCIATES, INC. AND SHALL NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT WRITTEN PERMISSION. COPYRIGHT (C) 2021  CHECKED BY: MB  DA	ATED:	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 '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 166.37 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 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 503.90 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 SOUTH 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 SOUTH 01'26'59" EAST, A DISTANCE OF 467.68 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; 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 SOUTH 01'26'59" EAST, A DISTANCE OF 467.68 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTH 01'26'59" EAST, A 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; THENC

#### TOGETHER WITH:

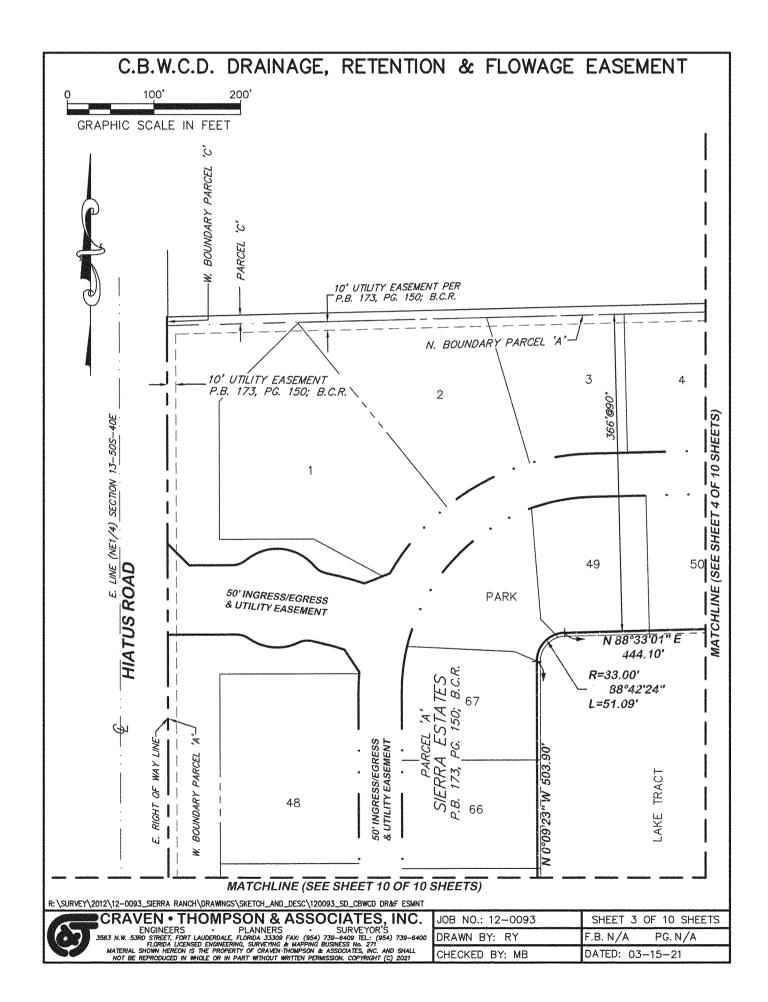
COMMENCE AT SAID REFERENCE POINT #1; THENCE NORTH 01'25'34" WEST, A DISTANCE OF 20.02 FEET TO THE POINT OF BEGINNING #2; THENCE SOUTH 88'34'26" WEST, A DISTANCE OF 854.87 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHWESTERLY, NORTHERLY AND NORTHEASTERLY ALONG THE ARC OF 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 57.61 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 37.61 FEET TO A POINT OF TANGENCY; THENCE NORTHEASTERLY 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 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 NORTHEASTERLY ALONG A CENTRAL ANGLE OF 00'00'00", FOR AN ARC DISTANCE OF 124.09 FEET TO A POINT OF TANGENCY; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 05 AND SAID NORTH BOUNDARY, A DISTANCE OF 291.83 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 104.00 FEET, THROUGH A CENTRAL ANGLE OF 535'31 FEET TO A POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHEASTERLY, NORTHERSTERLY, NORTHERSTERLY,

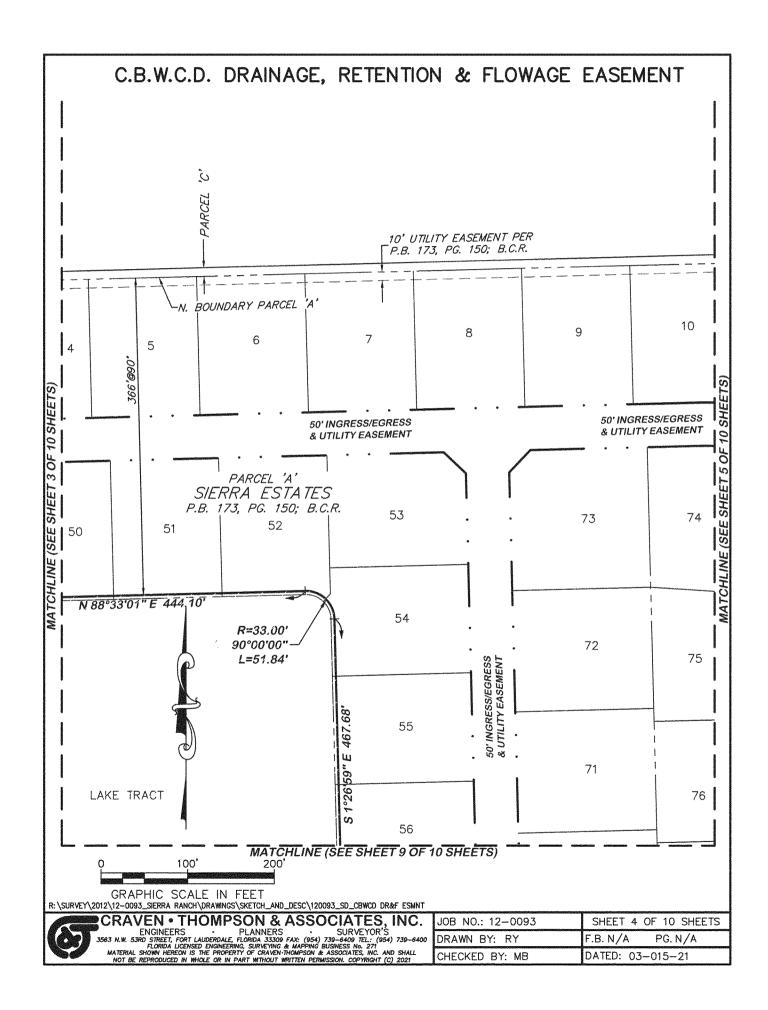
SAID LANDS LYING IN THE TOWN OF DAVIE, BROWARD COUNTY, FLORIDA AND CONTAINING 1,340,902 SQUARE FEET OR (30.783 ACRES) MORE OR LESS.

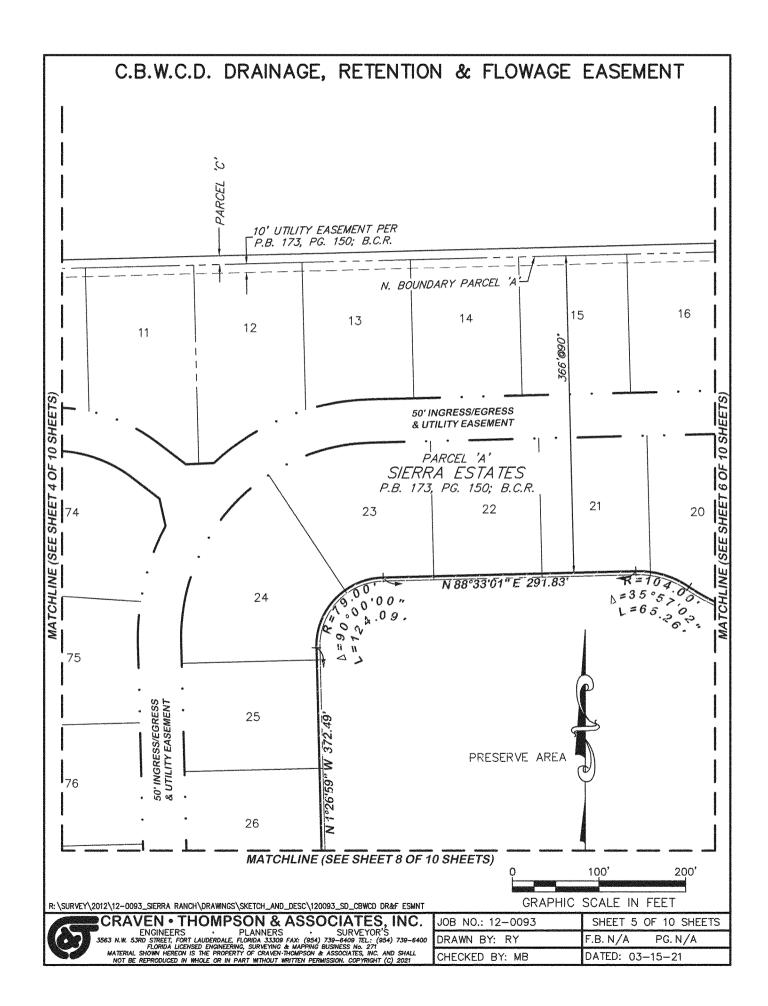
R:\SURVEY\2012\12-0093\_SIERRA RANCH\DRAWINGS\SKETCH\_AND\_DESC\120093\_SD\_CBWCD DR&F ESMNT

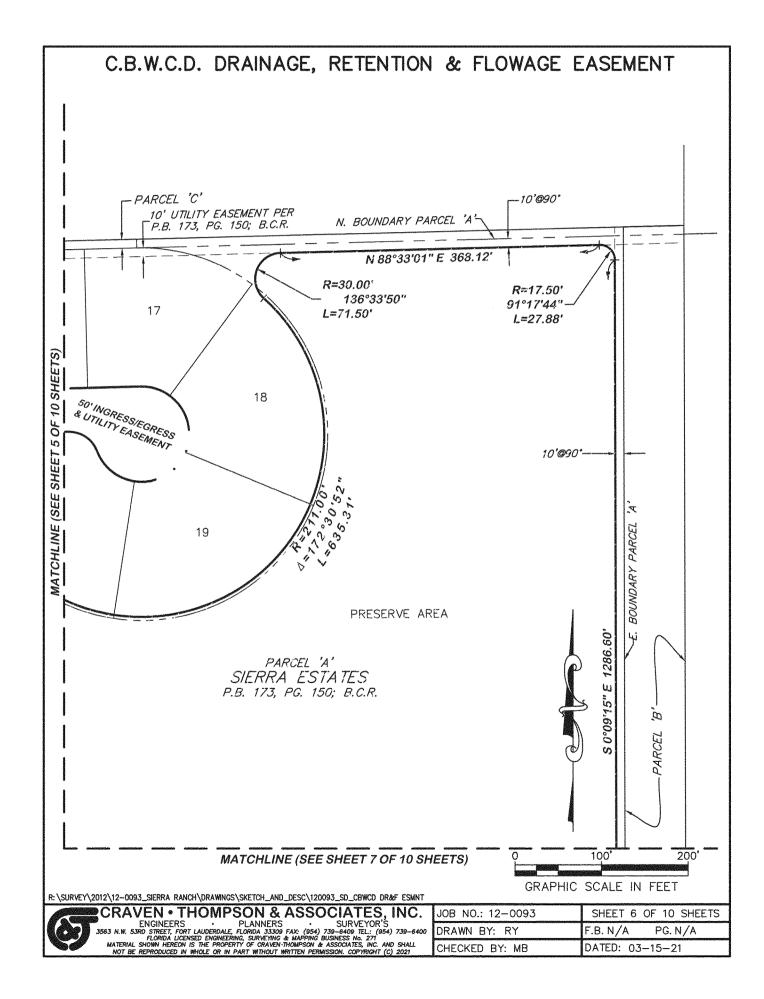


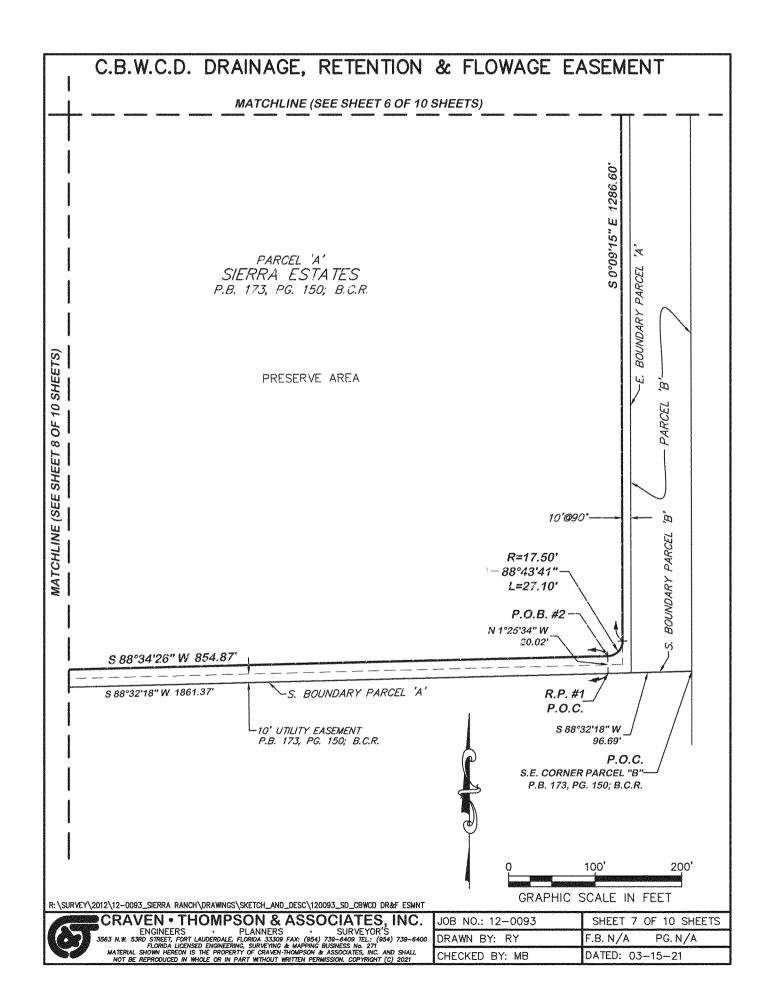
JOB NO.: 12-0093	SHEET 2 OF 10 SHEETS
	F.B. N/A PG. N/A
CHECKED BY: MB	DATED: 03-15-21

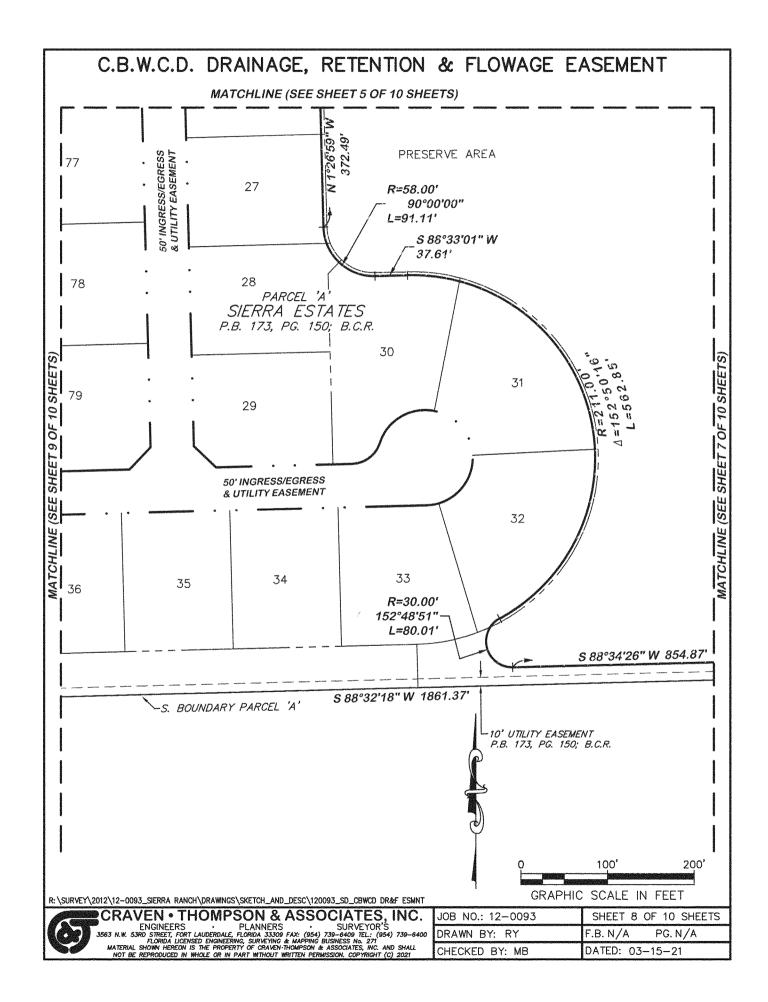


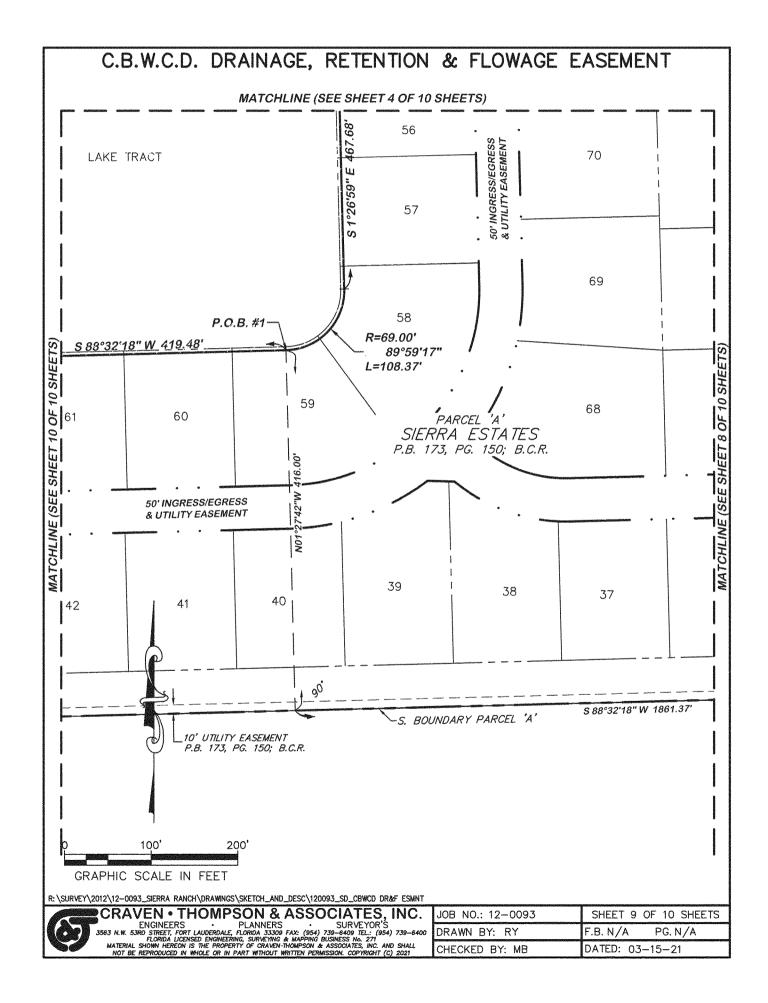


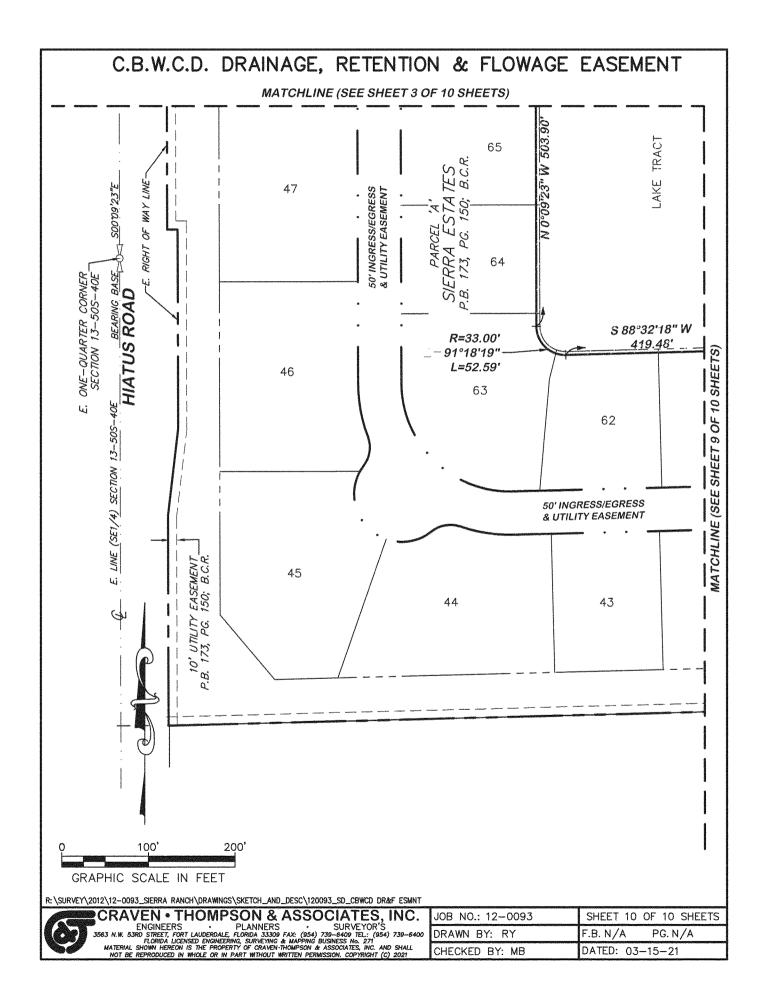












Instr# 117302039, Page 1 of 23, Recorded 05/26/2021 at 04:06 PM

Broward County Commission

Deed Doc Stamps: \$0.00

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

Folio No.:

#### LAKE MAINTENANCE EASEMENT

IENT is granted this 26 <sup>44</sup> day of MAY
, a Floring limited
730 NW 107 AVE, Ste 350, MIAMI, FL
to as "Grantor" to <b>CENTRAL BROWARD WATER</b>
on of the State of Florida, located at 8020 Stirling
reinafter 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

Witness Brinted Name

Witness Signature

Witness Printed Name

By:

GREG MOSHELLSON, VICE PERSIDENT

# FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

STATE OF	
COUNTY OF	
The foregoing instrument was acknowled	dged 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)
	(Signature of person taking acknowledgment)
	(Name typed, printed or stamped)
	(common of positions)
•	(Title or rank)
	(Serial number, if any)

FOR A CORPORATION:	
STATE OF	
COUNTY OF	
The foregoing instrument was acknowledg	ed 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 p	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 BURIDA	
COUNTY OF BROWARD	
	ed before me by means of  physical presence or
□ online notarization, this (date) <u>M</u>	26 <sup>+c</sup> , $202$ <sub>1</sub> by (name of member,
manager, officer or agent, title of member,	manager, officer or agent)
GREG MUPHIRSON, VICE PRE	SIDENT, of (name of corporation
acknowledging) LENNAR HTME	S, UC , a (state or
place of formation) FLORIDA	limited liability company, on behalf of the
company, who is personally known to me o	r who has produced (type of identification)
	as journification.
	(Signature of person taking acknowledgment)
Notary Public State of Florida	REBECCA ZUMGA-COLTES
Rebecca Zuluaga-Cortes My Commission GG 987625	(Name typed, printed or stamped)
> % <sub>0</sub> , of Expires 05/12/2024	
	(Title or rank)
	(Serial number, if any)
NAME OF THE PARTY	

FOR A PARTNERSHIP:				
STATE OF				
COUNTY OF				
The foregoing instrument was acknowledged	d before me by me	eans of l	□ physical į	oresence or
☐ online notarization, this (date)		by (nam	ne of partner	or agent)
	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	partner	(or agent)	on behalf of
(name of partnership)	·····		a partr	nership.
He/She is personally known to me or has pro-		erson tal	king acknow	
	(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

Witness Brinted Name

Witness Signature

Witness Printed Name

By:

GREG MOHELSON, VICE PRESIDENT

FOR A LIMITED LIABILITY COMPANY:	
STATE OF BURIDA	
COUNTY OF BROWARD	
The foregoing instrument was acknowledged before me by means of physical pres	
□ online notarization, this (date) May 26 <sup>th</sup> , 2021 by (name of	of member,
manager, officer or agent, title of member, manager, officer or agent)	
GREG MUPHERSON, VICE PRESIDENT, of (name of	corporation
acknowledging) LENNAR HTMES, LLC,	a (state or
place of formation) FLORIDA limited liability company, on be	ehalf of the
company, who is personally known to me or who has produced (type of identification	1)
as identification.	
(Signature of person taking acknowled	igment)
South Prop. Notary Public State of Florida REBECA JUNAGA - CORT	25
Rebecca Zuluaga-Cortes My Commission GG 987625 Expires 05/12/2024  (Name typed, printed or stamped)	and the second seco
(Title or rank)	nichtle odden der Ethel Streithe der Streit en State verblieven der stelle en der Streit en State verblieven der Streit der Streit en State verblieven der State verblieben der State verblieven der State verblieven der State verblieben der State verblieven der State verblieben der Sta
(Serial number, if any)	dia Priminale angkayan kan kanapagi Madalaja. Madalaja angkayan paka akapan

# **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.

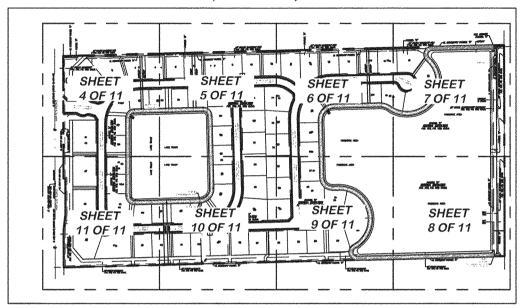
Said lands lying in the Town of Davie, Broward County, Florida.

# **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.

DATED: 03-24-21

CHECKED BY: MB

R:\SURVEY\2012\12-0093\_SIERRA RANCH\DRAWINGS\SKETCH\_AND\_DESC\120093\_SD\_CBWCD 20' LME

NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT WRITTEN PERMISSION, COPYRIGHT (C) 2021

THIS IS <u>NOT</u> 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.	UPDATES and/or REVISIONS		DATE	BY	CK'E
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.					
CRAVEN • THOMPSON & ASSOCIATES, INC.	JOB NO.: 12-0093	SHEET	1 OF 1	1 SHE	ETS
FLORIDA LICENSED ENGINEERING, SURVEYING & MAPPING BUSINESS No. 271	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 RICHT 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 SOUTH-01'26'59" EAST, A DISTANCE OF 83.25 FEET TO A POINT OF TANGENCY; THENCE SOUTH 01'26'59" EAST, AD DISTANCE OF SAID CURVE HAVING A RADIUS OF 53.00 FEET, THROUGH A CENTRAL ANGLE OF SAID CURVE HAVING A RADIUS OF 89.00 FEET, THROUGH A CENTRAL ANGLE OF SAID CURVE HAVING A RADIUS OF 89.00 FEET, THROUGH A CENTRAL ANGLE OF SAID CURVE HAVING A RADIUS OF 89.00 FEET, THROUGH A CENTRAL ANGLE OF SAID CURVE HAVING A RADIUS OF 89.00 FEET, THROUGH A CENTRAL ANGLE OF SOUTH-01'26'59" EAST, AD DISTANCE 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 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 5AID 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 A 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, LONG THE ARC OF SAID CURVE HAVING A RADIUS OF 19.00 FEET, THROUGH CENTRAL ANGLE OF 172'30'52", FOR AN ARC DISTANCE OF 57'5.09 FEET TO A POINT OF TANGENCY; THENCE NORTH BETATAL ANGLE OF 119.17 FEET TO A POINT OF TANGENCY; THEN

(CONTINUED ON SHEET 3 OF 11 SHEETS)

 $R: \SURVEY \Label{eq:result} $$R: \SURVEY \Label{eq:result} $$RANCH \Label{eq:result} $$RANCH$ 

CRAVEN • THOMPSON & ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYOR'S
3563 N.W. SARD STREET, FORT LAUDERDALE, FLORIDA 33309 FAX: (954) 739-6409 TEL: (954) 739-6400
MATERIAL SHOWN HEREON IS THE PROPERTY OF CRAVEN-THOMPSON & ASSOCIATES, INC. AND SHALL
NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT WRITTEN PERMISSION. COPYRIGHT (C) 2021

JOB NO.: 12-0093	SHEET 2 OF 11 SHEETS
	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: (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 9117'44", FOR AN ARC DISTANCE OF 27.88 FEET TO A POINT OF TANCENCY; 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, SOUTHEASTERLY, 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 59.18 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 90'00'00'00', FOR AN ARC DISTANCE OF 58.00 FEET, THROUGH A CENTRAL ANGLE OF 90'00'00'00', FOR AND ARC DISTANCE OF 58.00 FEET, THROUGH A CENTRAL ANGLE OF 90

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

R: \SURVEY\2012\12-0093\_SIERRA RANCH\DRAWINGS\SKETCH\_AND\_DESC\120093\_SD\_CBWCD 20' LME



JOB NO.: 12-0093	SHEET 3 OF 11 SHEETS
	F.B. N/A PG. N/A
CHECKED BY: MB	DATED: 03-24-21

