

**SOUTH BROWARD DRAINAGE DISTRICT
BOARD OF COMMISSIONERS MEETING**

*****AGENDA*****

THURSDAY, OCTOBER 29, 2015 AT 8:00 A.M.

NOTE: BOARD MEMBERS, PLEASE TURN YOUR MICROPHONES ON

01. CALL TO ORDER/PLEDGE OF ALLEGIANCE
02. PUBLIC COMMENT
03. APPROVAL OF SEPTEMBER 14, 2015 SOUTH BROWARD DRAINAGE DISTRICT (SBDD) BOARD OF COMMISSIONERS MEETING MINUTES
04. DIRECTOR'S REPORT
 - A. RELEASE & VACATION OF DRAINAGE EASEMENTS IN TOWNHOMES AT RAINTREE DEVELOPMENT ("PEMBROKE LAKES SOUTH" PLAT, PB 119, PG 1)
 - B. REQUEST TO TRANSFER FUNDS FROM CIP COMMITTED ACCOUN TO GENERAL OPERATING ACCOUNT FOR COMPLETED CIP PROJECTS
 - C. OTHER
05. ATTORNEY'S REPORT:
06. APPROVAL OF LEGAL BILLS
07. BOARD MEMBERS QUESTIONS/COMMENTS
08. OTHER
09. MEETINGS:
 - A. NEXT REGULAR BOARD MEETING WILL BE HELD ON **THURSDAY, NOVEMBER 19TH AT 8:00 A.M.**
10. ADJOURNMENT

ANYONE WISHING TO APPEAL ANY DECISION MADE BY THE BOARD WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH HEARING/MEETING MAY NEED A RECORD OF THE PROCEEDINGS AND FOR SUCH PURPOSE MAY WISH TO INSURE THAT A VERBATIM RECORD IS MADE, WHICH RECORD IS TO BE USED FOR TESTIMONY AND EVIDENCE UPON WHICH AN APPEAL WOULD BE BASED.

IN ACCORDANCE W/THE AMERICANS W/DISABILITIES ACT AND FLORIDA STATUTE 286.26, PERSONS W/DISABILITIES NEEDING SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHOULD CONTACT THE DISTRICT AT (954) 680-3337 AT LEAST 48 HOURS PRIOR TO THE PROCEEDINGS FOR ASSISTANCE.

**SOUTH BROWARD DRAINAGE DISTRICT
GOVERNING BOARD MEETING MINUTES**

OCTOBER 29, 2015

Present:

Scott Hodges, Chairperson
James Ryan, Vice Chairperson
Vicki Minnaugh, Treasurer
Robert E. Goggin, IV, Secretary
Alanna Mersinger, Commissioner
Thomas Good, Commissioner
Mercedes Santana-Woodall, Commissioner

Kevin M. Hart, District Director
Douglas R. Bell, Legal Counsel
Reina Muniz, Recording Secretary
General Public: See Attached List

Absent:

01. CALL TO ORDER/ROLL CALL/PLEDGE OF ALLEGIANCE

Chair Hodges called the SBDD Board Meeting to order at 8:01 A.M., with Vice Chair Ryan, Commissioner Minnaugh, Commissioner Mersinger, Commissioner Good, and Commissioner Goggin present; followed by the Pledge of Allegiance.

02. PUBLIC COMMENT

None.

03. APPROVAL OF MINUTES

Commissioner Goggin moved for approval of the minutes of the September 14th, 2015, South Broward Drainage District Board meeting. Motion was seconded by Commissioner Minnaugh and carried unanimously by those present.

04. DIRECTOR'S REPORT

A. RELEASE & VACATION OF DRAINAGE EASEMENTS IN TOWNHOMES AT RAIN TREE DEVELOPMENT ("PEMBROKE LAKES SOUTH" PLAT, PB 119, PG 1)

Commissioner Santana-Woodall joined the meeting at approximately 8:04 A.M.

District Director Hart stated that South Broward Drainage District (SBDD) received a request to release and vacate its interests in five (5) separate easements ("Easements") located within the Raintree Redevelopment properties of the "Pembroke Falls – Phase 1" plat and the in the City of Pembroke Pines. The Easements were previously dedicated by separate instruments and are being replaced by new easements as needed.

The request was submitted by representatives for the developer of the Raintree Redevelopment properties, which includes three phases of residential developments.

The applicant is requesting the release and vacation of the following easements:

1. Release and Vacation of Drainage Easement previously recorded under OR Book 49573, Page 587, BCR.
2. Partial Release and Vacation of Drainage easement previously recorded under OR Book 50793, Page 791, BCR.
3. Release and Vacation of Lake Maintenance Easement previously recorded under OR Book 50793, Page 784, BCR.
4. Release and Vacation of Drainage, Flowage and Storage Easement previously recorded under OR Book 50793, Page 773, BCR.
5. Release and Vacation of Boat Ramp/Lake Access Easement previously recorded under OR Book 50793, Page 779, BCR.

The easements in question are all located within (or adjacent to) the Townhomes at Raintree development and are depicted on the "Abandoned Easement Exhibit". With the exception of the Boat Ramp/Lake Access Easement, all of the easements to be vacated are being replaced with new easements as depicted on the "New Easement Exhibit". The Boat Ramp/Lake Access Easement is no longer needed and is not being replaced. The final development plan for the Townhomes at Raintree development is slightly different from when the easements were originally recorded, which necessitates this action.

SBDD staff has reviewed the request and has no objections. There are no financial impacts to this Agenda Item, other than SBDD administrative costs; all other costs will be incurred by the property owner.

The above-mentioned vacations and releases are subject to the dedication of new easements across the Raintree Redevelopment properties as indicated on the New Easement Exhibit and any additional easements as required by SBDD; and reimbursement of all legal and recording costs associated with the redevelopment of the Raintree Redevelopment properties.

Commissioner Minnaugh moved for approval for the Release & Vacation of Drainage Easements at the Raintree Development. Motion was seconded by Commissioner Mersinger.

Discussion ensued.

Commissioner Good asked District Director Hart if there were concerns regarding the maintenance of the lake, how would the District address those if there were impacts to the flowage of the lake. District Director Hart replied that on this property, the property owner will be entering into a Maintenance Agreement with the District where they will be responsible for the maintenance of the entire water management system; and that will include the lakes and the pipes, and if they do not provide the maintenance that is required, the District has the right to go in and perform the maintenance work, and be reimbursed for its cost. The first recourse would be to contact the HOA, and if they do not perform the work, the District will perform it, and invoice the HOA for the District's costs.

Commissioner Good asked District Director Hart, if the District already has a Maintenance

Agreement in place. District Director Hart said that he believes the District does have one in place, but he would need to verify it. He said that there are a number of different parcels within Raintree, and he does believe that there is one in place for the first development, which is “Estates of Mayfair”; and that agreement will be extended to include the entire Raintree development. Chair Hodges added that the District does not release the Certificates of Occupancy (CO’s) for the homes until they have an agreement in place.

Commissioner Good asked if the requirement to enter into a Maintenance Agreement was stated in the easement release documents. District Director Hart replied that it is stated in the permit conditions for the property. Commissioner Good asked if the permit conditions are related to the vacation of the easements. District Director Hart explained that they are tied together in that the paving and drainage plans reflect the new alignment and the new configuration of the lakes and pipes; and the applicant was made aware that they need to clean up the easements; and the District needs to get the easements corrected; and as a condition of the site plan approval and permit issuance, that the property owners are required to enter into the agreement. Typically, the agreement gets done prior to final acceptance; that is the sequence that the District follows on all development projects. Before the District signs off and accepts any of the work, or any CO’s are issued, the District requires that the agreement be executed and recorded. Commissioner Good noted that process is for giving a permit and accepting the work, but this request is for giving up certain rights in order to gain other rights.

Commissioner Good commented that the District can do the release and then have something go wrong with the permit and never execute the agreement; but by then the District may have already released the easements. He said he likes the concept that the release does not happen until the agreements are in place as well, not contingent on the permit. District Director Hart said he has no problem, if in addition to the condition that the new easements are dedicated, that the agreement also be executed. He said he doesn’t think the applicant would have any problem with that as well, because they are already aware that it needs to be done. Commissioner Good suggested that the District modify it to say that the easements will not be released until SBDD gets the agreement. District Director Hart agreed. Attorney Bell added that the release will not be recorded or finalized until such time as the agreement has been entered into, and it should all be recorded simultaneously.

Commissioner Good made an Amendment to the motion, for the approval for the Release & Vacation of Drainage Easements at the Raintree Development contingent upon the acceptance of the Maintenance Agreement”. Vice Chair Ryan seconded the Amendment to the motion.

Commissioner Goggin asked District Director Hart if the boat ramp exists somewhere else. District Director Hart replied yes; that boat ramp is provided in another location on that lake and that he reviewed this with the District’s Operations Manager.

Commissioner Good established that the District does not own the water body, and there is an easement, and that there are new rules on water quality. He asked District Director Hart if there was an impairment on this body of water, how does that impact the District, and who is responsible for the water quality remediation. District Director Hart replied that if there was an impairment, and the water body was declared to be impaired by the state, the way the state enforces the provisions for remediation, as far as Best Management Practices and the clean-up, is through the city’s NPDES permit. He said that this is the mechanism that the state uses on any impaired waterbody right now. He said that he believes that it would be the same process for a private water body within the city, if it were declared to be impaired. Whether the HOA would be responsible,

or because it is privately owned, how that would factor into that process, he is not sure because that situation has never come up. He does know that the agency that makes those declarations is the state (FDEP), and they use the MS4 Permit as their mechanism for implementing an action plan and TMDLs to try to lower the impairment.

Commissioner Good queried that if this lake discharges into a SBDD owned asset, which this lake does, and it begins to impair the SBDD owned asset, would the District be responsible to mitigate the impaired water that is entering its asset. District Director Hart stated that this has not been the case to date, that he has seen; and even under the new rules, he has not seen where the local drainage district, whether ownership or not, has been the responsible party to do the remediation; it has fallen to the cities, under the MS4 Permits. He said that there is a whole process they go through. He commented that the stakeholders look at the whole basin to try to identify the area of concern, and then go out for a site investigation, and try to implement a plan that will reduce the loads in whatever manner possible. He said it could change, but the mechanism that the state uses thus far, is the MS4 Permit.

Commissioner Good said that the reason that he is focused on this is because the MS4 Permit only relates to certain areas that are not under a separate jurisdiction; and this property falls within a separate jurisdiction. He said that as far as the MS4 Permit, he is not certain that it applies here because the Drainage District is exempt from any Broward County rules and regulations. The Drainage District may have to abide by SFWMD rules, and it certainly abides by the State rules. He said he wants to vet this out a bit more, because if the District does become responsible for impaired waters owned by private properties, the simplest thing would be to say that we are going to shut it up and will not let them drain into SBDD's system until it is fixed; but the District does not actually do that. He then asked District Director Hart if the Maintenance Agreement has anything to say about the quality of the water. District Director Hart replied that this is in their permit; that they are required to meet certain water quality standards, but the Maintenance and Indemnification Agreement really just focuses on maintenance and indemnifying the District if it had to go in and do any work.

Commissioner Minnaugh asked if the HOA documents were completed and recorded. Mr. Jeff Schnars from Schnars Engineering Corp., replied that he believed they were completed and recorded. Commissioner Minnaugh said that if the District is concerned about who is responsible for water impairment or quality, the District could require them to place language into their HOA documents that they are definitely responsible for it, since the HOA will ultimately own the lake and that should be part of their recorded documents; stating that the buyers have read it and understand what their financial responsibility is.

District Director Hart commented that this lake system is an important conveyance system for the District and the surrounding areas, because there are a number of connections from off-site properties. He said that for many years when it was still Raintree, the District did not have the easements that he felt were needed on this property. Pembroke Lakes South all flows through Raintree, all the way north to Pines Boulevard; and all those properties flow south and through Raintree. He said that similar to Commissioner Good's concerns, if there was an impairment upstream of Raintree, that may flow into the Raintree system.

District Director Hart stated that Raintree is not an isolated, stand-alone system that is only taking run-off from Raintree; this property is taking run-off and water from many surrounding properties. He wanted this to be factored in to the questions that Commissioner Good was raising; he said these questions were relevant and it may be something to be discussed further as far as the state's

practice in dealing with impairments, and the District's role in those practices and procedures, as well as the county's and the municipality's. He said that if anything was found to be an issue within the community, whether it be the city, county or District, they would have the ability to go in and pin-point the issue and it could be addressed.

Commissioner Minnaugh asked if it would guarantee reimbursement, if the District had to go in and do the work. District Director Hart said that if it got to that point, it would probably involve the courts. Commissioner Minnaugh commented that she thought that the District could avoid the courts, should it get to that point, if this wording was included in the HOA documents. She asked who owns the waterbodies to the north. District Director Hart said that some are owned by the District. He said that the District is finishing up the mapping of the ownership of the waterbodies that was discussed previously. The District should have all the ownership information completed by the end of this month, and with that, will begin putting together the policy on erosion protection. Beyond that, he had some additional thoughts to expand that to include the District's responsibilities when it comes to aquatic maintenance, and expand that even further, to include water quality.

Commissioner Minnaugh withdrew her motion for approval for the Release & Vacation of Drainage Easements at the Raintree Development until a consensus is agreed upon as to who is responsible for maintenance of the waterbodies; and she would like to see the HOA documents updated. She commented that when Hurricane Wilma hit, the people did not know that Silver Lakes owned the lake and that they were all going to be assessed and pay to rebuild it; and likewise with Nautica and Sunset Lakes. This came as a big shock that they were all assessed. She said that the District has the ability now to request that this wording be included, and that it is totally clarified, so that the District does not have to take it to the courts; because it is a no-win situation; because the rest of the taxpayers end up paying all the money the District spends on legal fees and court costs.

Commissioner Mersinger commented that she understands that the District has a whole separate issue on the maintenance and water quality, but at this moment, all Mr. Schnars is asking for is the vacation of the easements; and although she does understand what the issue is, it's a more systemic issue than this piece of property under the new regulations; and she wants to know what it has to do with vacating the easements, or is the District going to continue holding on to this until the state gets their policy together.

Commissioner Minnaugh commented that her take on this is that once this is vacated there is no guarantee that there are going to be agreements signed and new easements dedicated; and if there are going to be new easements, this is the District's chance to deal with water quality and who will be responsible. Chair Hodges replied that the District is not releasing the permit, not allowing them to get CO's or sign-offs, and that is the leverage the District has. He said that the Maintenance Agreement and all the documents have to come together at the end of the project before the District releases it and allows them to occupy their buildings.

District Director Hart said that, as a condition of approval on the vacations, there would be two conditions: (1) the dedication of replacement easements which are already in hand; and (2) the execution and recordation of a Maintenance and Indemnification Agreement prior to recording the releases; and then the question of water quality could be included as well, and have a requirement to include a clause in the HOA documents. This project has quite a few phases left to complete, so he does believe that the District will have the opportunity to include any future requirements as it relates to water quality or agreements, etc. He said this will not be completed within the next year

and the District can incorporate conditions as well on future permits. He asked the Board for direction on how they want to proceed, he said this is just to vacate and replace easements, but the District can include any conditions and provisions as they see fit under this particular petition.

Chair Hodges suggested that language should be placed in the Maintenance and Indemnification Agreement. Commissioner Mersinger suggested a workshop to discuss this further because what is being discussed is a much bigger issue than the easements. She said the District needs to come up with some sort of policy on how the District will be handling these situations, and it should not be holding up just one petition; when the District really wants coverage on all these bodies of water and it should not be piece mealed. Chair Hodges agreed with Commissioner Mersinger and said that this is certainly a relevant conversation that the Board should continue to have, and he feels that it is a more global issue that probably relates to more general, long term maintenance, rather than just a release of easements. District Director Hart agreed and commented that you can look at it as an expansion of what the Board brought up a few Board meetings ago on erosion, and the District's responsibilities related to that; and homeowner or community responsibilities; or on maintenance issues of the lakes, (i.e. trash). Chair Hodges said that water quality is definitely in our purview now, and he believes that Commissioner Good raises very valid points that definitely warrant a workshop and more research and detailed discussion.

Commissioner Good commented that the goal here is that the Board is trying to protect the District from future incidents that can arise, and there has not been enough history to even try to guess what may happen; and it's not trying to be ownerless either, because there are upstream contributions. The goal here is, if that particular location is generating the impairment, then that particular location needs to be responsible for the impairment. He said that he believes that can be easily resolved. He said there is a need to go beyond the permit; and that there is probably a case law that when you issue a permit and 10 years later when there is a change in rules, he does not know that you can relate back to the permit and get the change implemented. We are subject to change, that is what government does; but once in a permit, it may not allow you to do that. Whereas he believes that you may be able to create language, such that you can hold an owner of an asset responsible for their contribution to other assets. He said that personally, he likes the fact that the District tried to deal with it in the Maintenance Agreement because that is probably the place to go, and as Commissioner Minnaugh mentioned, if there are other documentation, like the HOA Documents, it would be most appropriate to address there as well. He said she is right, when she says that you don't want to take this to court, because the District can wind up with an additional burden. He said yes, this is all about easements, but once you get what you want, what incentive does the property owner have to participate. He said if the District has the agreement, the additional language about water quality, and the language referenced by Commissioner Minnaugh as a condition, then we can move forward, if Commissioner Minnaugh agrees to that. He believes that then we could have a workshop, but he does not believe that just because we could have a workshop, we should let some awareness before the Board just go away. District Director Hart added, that the three conditions he is hearing are: the dedication of the new easements, along with execution of the maintenance agreement, and inclusion in the HOA documents of a provision on water quality requirements within a community.

Mr. Schnars commented on the three conditions. He said that this is a four phase project, and there are permits for two of the phases; and that this easement abandonment is in the second phase of the project. He said that there are houses going up and they will probably be asking for a CO in the next couple of months. He said there are no issues on agreeing to record the new easements and entering into the Maintenance Agreement, but he said it would be difficult for him to agree to a condition of adding something to the HOA document that he does not even know what it is. He

asked, “what if he leaves here with a condition that says something needs to be added, but can’t agree as to what it is”? He agrees that this is a global issue, and the Board needs to decide on what their policy is regarding water quality, and if that is something that will be included in the future on the District’s maintenance agreements. He said they have water quality provisions in their SFWMD permits; but he does not know if that’s included in the SBDD permit. He suggested that perhaps this is something that may be added to the SBDD permit also as a global policy; but that they are well on their way on this particular project, and would like to continue forward. He said this is clean-up work of documents, and the Board should be able to move forward with whatever the current rules and regulations are. He doesn’t believe there should be conditions added to this project at this time, unless there is something new that is ready to go right now.

Chair Hodges stated that these are current rules and regulations. He said that they are just having a discussion and making sure that everyone complies; and that he hears what Mr. Schnars is saying, and there is some relevance to that, but there is also the concern the Board has on protecting the Drainage District and their rights if something happens, moving forward with water quality.

Commissioner Mersinger asked Mr. Schnars if they have an agreement with SFWMD regarding water quality. Mr. Schnars answered yes. Chair Hodges commented that there are all sorts of calculations that need to be performed and that water quality is a portion; and that there are two different permits that are needed. Commissioner Mersinger asked Chair Hodges that if the water was tested would that be it, or if it’s a continual process. Commissioner Good clarified that the answer is yes and no. He said the reason why it is yes and no is because there are two types of permits; a construction permit and an operating permit. He said the relevant question here is, is it a construction permit or an operating permit.

District Director Hart commented that any development project is required to meet certain water quality standards within that property. He said that when construction is finished, the District issues an Operation and Maintenance permit from SBDD. Commissioner Mersinger asked if the petitioner needs to have an Operational permit from SFWMD at the beginning. District Director Hart explained that SFWMD issues a permit, and when the construction is finished, the engineer certifies the system to the District, and they convert the project from construction to operation; but the conditions and requirements under the permit remain in place. What SBDD does is issue a new permit, an Operation and Maintenance permit, and it goes hand-in-hand with the District’s agreement because the agreement is executed, signed, and recorded; and he feels this is a higher level when it comes to requirements. He said that in the Operation permit that SBDD issues, the District could add language on water quality, and that goes to the applicant and to the HOA, etc. He said he likes the idea of adding that language in the Operation permit.

Commissioner Goggin clarified that right now they are at a construction phase and he agrees that at this point the District needs to know where they will be at a final stage, and that these things need to be implemented. District Director Hart agreed with Commissioner Goggin and suggested that language be added regarding water quality in the Operation and Maintenance permit. Chair Hodges agreed and said that all these ideas and discussions would be generated in the workshop and the District will add more details as they move forward.

Commissioner Minnaugh commented that it’s always been this District’s policy that when someone comes in to request something on their property, and they are looking to get a release or a vacation, that this is the opportunity to get everything that the District wants, because there is no better time to do this; and she know that the philosophy is to work with them etc., but she feels that now is the time to get done what the District wants done. She feels strongly that something needs

to be in their HOA documents for the people that will be living there and paying for all this stuff. She said that she is not looking to reinvent the wheel. She said that between Attorney Bell and District Director Hart, they can come up with wording. She said she just wants something that once it's turned over, they become the new owner, if the developer is not in there, they own it and are responsible for it; that there is a 5-year recertification that every HOA goes through, and more importantly that the HOA will be financially responsible for it. District Director Hart replied that he thinks that can be done.

Commissioner Good stated that if there is a barrier along the way, it can always come back to the Board. Commissioner Good made a motion to accept the vacation of the easements contingent upon the acceptance of a maintenance agreement which includes water quality, and contingent upon the acceptance of new dedicated easements, and contingent upon the acceptance of revised HOA language that would address this particular water quality concern or any other maintenance concern. Commissioner Goggin seconded the motion.

Commissioner Mersinger said that when the 5-year certification is performed and deficiencies are found, the HOA has to fix those deficiencies. She asked why is it that important to place language there, if the language is already there in the 5-year certification. Commissioner Good replied that language is not in there yet. Chair Hodges said that it is not so much water quality, it's more the functionality of the flow, broken pipes/manhole, etc. Commissioner Mersinger asked due to the new legislation, shouldn't the certification change. Chair Hodges commented that is where the Board is trying to get to, but that is not in place today. Attorney Bell suggested that as part of the motion, that if for some reason they do not give the District the new easements or do not get the agreement the District is looking for, that the approval of the vacation is rescinded. Chair Hodges clarified that is the motion that Commissioner Good made with conditions.

The question was called and carried unanimously.

B. REQUEST TO TRANSFER FUNDS FROM CIP COMMITTED ACCOUNT TO GENERAL OPERATING ACCOUNT FOR COMPLETED CIP PROJECTS

District Director Hart said that SBDD recently completed work on a number of CIP projects and requested approval to transfer \$142,209.98 from the SBDD Capital Improvement Committed Account to the SBDD General Operating Account as reimbursement for 2014/2015 CIP projects.

Commissioner Goggin moved for approval to transfer funds as requested from the SBDD CIP Committed Account to SBDD General Operating Account. Motion was seconded by Commissioner Mersinger and carried unanimously.

C. OTHER

- **Year End Audit** – District Director Hart said that they have started work on the year end audit with the accountant and should have it to the Board in draft form in January 2016. He credited the staff and Susan Iratzoqui for the good work that they've done throughout the year.
- **Completion of Basin Improvements-** District Director Hart stated that the 48" interconnect pipe along SW 145th Avenue, from Century Village to the Monarch Lakes Canal, has been completed, and now there is a secondary outfall for those areas that the District did not have before. In addition to that, with the funds that the District received for those improvements, the District was able to replace the roof at the S-3 Pump Station; and do some other improvements

there as well; and the District completed the sluice gates at the S-3 Pump Station and have added those to the District's control and telemetry system.

- **Mapping of Water Bodies**- This work should be finished this week.
- **Discussion of Annual Assessment** - District Director Hart stated that during the discussion last month of the annual assessment, and if the information the he and Attorney Bell received from the property appraiser's office is accurate, there was question as to how much it would cost to get a complete audit from a third party. Director Hart indicated that the cost would be \$264,265.00. He said that is because this would be done by a certified planner, and they would need to look at each property, etc. He said that on a better note, creating a map of the sub-basins for the assessments would be less than \$5,000, and maybe even half of that. He said they will be moving forward to complete that. He said even the cost to perform an audit on a basin-by-basin basis from an outside, independent company is expensive, but District Director Hart feels this can be done in-house, if it is the Board's direction.

Commissioner Goggin asked Attorney Bell if he recalls a couple of years ago he spent some time on this situation where he found some information/language, and he was able to redirect some codes and find where there were some problems. Attorney Bell replied yes, they constantly update that because they always find some parcels that for some reason are not being assessed by the District because they are coded wrong, so this is ongoing yearly.

05. ATTORNEY'S REPORT:

Attorney Bell said that Senator Ring proposed Senate Bill 516, and what is being asked only of Special Districts is burdensome, probably unnecessary, unfunded and costly. It's a lot of work to put this together and no one else is being required to do it. Commissioner Mersinger said she looked at this and it was sent to five committees which tells her that it is a road block and she doubts very highly that it will get through all five committees during session, which she says is a good thing. She said most of the things on the list the District already does. Attorney Bell disagreed. He says that we post our budget, but not the graphs and the detail formats that they are asking for. She says she would keep an eye on it, but she believes there is going to be a lot of pushback and that is why it went to five committees. Chair Hodges asked if the District knows if the FASD is looking at this. District Director Hart replied yes; and as Attorney Bell mentioned, it doesn't apply to any other agency, and it's burdensome, etc.; and finally if anyone is interested in getting this information, they can obtain it through a public records request. What the bill requires is that this all be placed on your webpage. FASD is tracking it closely, are opposed to it, and trying to discourage it.

Attorney Bell said that there are two other bills, (Companion Bills) Senate bill 552 and House bill 7005 which looks like they will apply to South Florida Water Management District and DEP. He said that there is a summary analysis that was done which is 30 pages or so, and this is something which he will follow.

06. APPROVAL OF LEGAL FEES

Commissioner Goggin moved for approval of the legal bills. Motion was seconded by Commissioner Mersinger.

Commissioner Minnaugh had concerns regarding the coordination on Monarch Lakes and the 172nd Avenue Tree Removal.

District Director Hart clarified and said that, unfortunately, there is a pending lawsuit involving Monarch Lakes; it's the Property Association and the Engineering firm and some other parties; the District is not involved in the lawsuit. The District has received subpoenas for records, and staff has been subpoenaed for deposition; and because they have subpoenaed staff, he felt that Attorney Bell should be there representing. He said that although the District is not party to this, they will be incurring some expense, because of the subpoenas that they are receiving. He clarified that there is no action taken against the District at this time.

The tree removal is really for the District's benefit. He said the District wanted to remove some trees along 172nd Avenue canal and the trees extend outside of the right-of-way and he wanted to make sure that the District is covered with the property owners to go in and remove them. He said they were in agreement with this and he just wanted to cover all bases on that.

On Lenix, there was an issue where they got fined several hundred thousand dollars for code violations by the City, and they are trying to show that this is unreasonable and get a lower amount. They requested a number of records from the District. Commissioner Minnaugh asked if the District got reimbursed for that. District Director Hart said that he was initially concerned that this might be something that the District was going to be pulled into, so he asked Attorney Bell to guide him on how to prepare the documents, and Attorney Bell significantly reduced the amount of time staff had to spend to put the public records request together, and the District wound up providing much less documentation than what was originally noted. He said he doesn't mind asking for reimbursement, but he does not know if he can justify that this was part of the cost to prepare the records. He said it was really counsel from the attorney to the Director. He said the District did provide the public records and received payment for the copies. Commissioner Minnaugh said that in that case she doesn't have any problem with it. Chair Hodges asked that maybe he should rephrase it a little better on how this was described.

Commissioner Good recommended that the attorney resubmit the bill as to where the charges really go, whether it is to public request or general counsel for staff. Commissioner Minnaugh suggested that it be approved subject to changing the verbiage on the legal bill.

The question was called and it was carried unanimously.

07. BOARD MEMBER'S QUESTIONS/COMMENTS

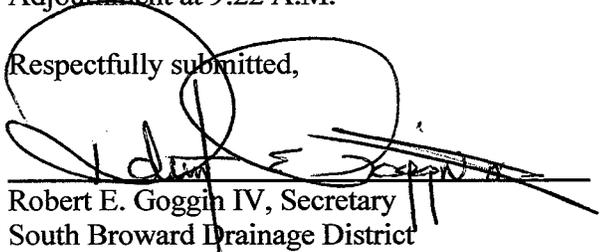
None.

08. MEETING DATE(S)

A. Next Board Meeting will be held on Thursday, November 19th at 8:00 a.m.

Adjournment at 9:22 A.M.

Respectfully submitted,


Robert E. Goggin IV, Secretary
South Broward Drainage District

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MEMORANDUM

DATE: October 22, 2015

TO: South Broward Drainage District Commissioners

FROM: Kevin M. Hart, P.E.
District Director

Subject: Request to Vacate SBDD Easements within the "Pembroke Lakes South" Plat in Pembroke Pines, Florida

Comments:

South Broward Drainage District (SBDD) received a request to release and vacate its interests in five (5) separate easements ("Easements") located within the Raintree Redevelopment properties of the "Pembroke Falls - Phase 1" plat and the in the City of Pembroke Pines. The Easements was previously dedicated by separate instruments and are being replaced by new easements as needed.

The request was submitted by representatives for the developer of the Raintree Redevelopment properties, which includes three phase of residential developments.

The applicant is requesting the release and vacation of the following easements:

1. Release and Vacation of Drainage Easement previously recorded under OR Book 49573, Page 587, BCR.
2. Partial Release and Vacation of Drainage easement previously recorded under OR Book 50793, Page 791, BCR.
3. Release and Vacation of Lake Maintenance Easement previously recorded under OR Book 50793, Page 784, BCR.
4. Release and Vacation of Drainage, Flowage and Storage Easement previously recorded under OR Book 50793, Page 773, BCR.
5. Release and Vacation of Boat Ramp/Lake Access Easement previously recorded under OR Book 50793, Page 779, BCR.

The easements in question are all located within (or adjacent to) the Mayfair Townhomes development and are depicted on the attached "Abandoned Easement Exhibit". With the exception of the Boat Ramp/Lake Access Easement, all of the easements to be vacated are being replaced with new easements as depicted on the "New Easement Exhibit". The Boat Ramp/Lake Access Easement is no longer needed and is not being replaced. The final development plan for the Mayfair Townhomes development is slightly different from when the easements were originally recorded, which necessitates this action.

SBDD staff has reviewed the request and has no objections.

The following documents/sketches are attached to this memo:

- Location Map
- Four (4) Release and Vacation Easement forms.
- One (1) Partial Release and Vacation form.

- Original recorded easement documents (total of 5).
- Color sketch showing easements to be vacated “Abandoned Easement Exhibit”.
- Color sketch showing easements to be dedicated “New Easement Exhibit”.
- Color sketch showing overall drainage patterns for the Raintree Redevelopment properties and illustrating that the proposed vacations will not create any adverse impacts to the drainage of the surrounding properties.

Financial impacts to this Agenda Item: none, other than SBDD administrative costs; all other costs will be incurred by the property owner.

The request is for SBDD to vacate and release its interest in the following easements:

- 1. Release and Vacation of Drainage Easement previously recorded under OR Book 49573, Page 587, BCR.**
- 2. Partial Release and Vacation of Drainage easement previously recorded under OR Book 50793, Page 791, BCR.**
- 3. Release and Vacation of Lake Maintenance Easement previously recorded under OR Book 50793, Page 784, BCR.**
- 4. Release and Vacation of Drainage, Flowage and Storage Easement previously recorded under OR Book 50793, Page 773, BCR.**
- 5. Release and Vacation of Boat Ramp/Lake Access Easement previously recorded under OR Book 50793, Page 779, BCR.**

Said vacations and releases are subject to the dedication of new easements across the Raintree Redevelopment properties as indicated on the attached New Easement Exhibit and any additional easements as required by SBDD; and reimbursement of all legal and recording costs associated with the redevelopment of the Raintree Redevelopment properties.

KH
Attachments

Prepared by
And Return To: South Broward Drainage District
6591 S.W. 160th Avenue
Southwest Ranches, Florida 33331

Folio No.: 514024020051

**RELEASE AND VACATION OF
DRAINAGE EASEMENT
(RAINTREE ACCESS ROAD PIPE INTERCONNECT)**

THIS RELEASE AND VACATION OF THIS DRAINAGE EASEMENT executed this _____ day of _____, 2_____, by SOUTH BROWARD DRAINAGE DISTRICT, a political subdivision of the State of Florida, having its principal place of business at 6591 S.W. 160th Avenue, Southwest Ranches, Florida 33331, first party, to STANDARD PACIFIC OF FLORIDA, a Florida general partnership, whose post office address is 825 Coral Ridge Drive, Coral Springs, Florida 33071, his successors and assigns as their interest may appear of record, second party.

(Wherever used herein, the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, assigns of individuals, the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, that the first party, for and in consideration of the sum of \$10.00, in hand paid by the second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the DRAINAGE EASEMENT as described below:

SEE EXHIBIT "A"

The purpose of this RELEASE AND VACATION OF THIS DRAINAGE EASEMENT is to release and vacate the first party's interest in and to the EASEMENT dated March 7, 2013 and recorded in the Broward County Public Records at O.R. Book 49573 Page 587 and located on second party's property as described above. No other interest of the first party is being released or vacated by this document.

TO HAVE AND TO HOLD, the same together with all singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

IN WITNESS WHEREOF, the said first party has caused these presents to be executed in its name, and its seal to be hereunto affixed, by its proper officers thereunto duly authorized the day and year first above written.

Signed, sealed and delivered
in the presence of:

SOUTH BROWARD DRAINAGE DISTRICT

Witness Signature

SCOTT HODGES, Chairperson

Witness Printed Name

Attest:

Witness Signature

ROBERT GOGGIN IV, Secretary

Witness Printed Name

(DISTRICT SEAL)

STATE OF FLORIDA)
)§
COUNTY OF BROWARD)

The foregoing instrument was executed before me this _____ of _____, 2____, by
SCOTT HODGES and ROBERT GOGGIN IV as President and Secretary, respectively of the
SOUTH BROWARD DRAINAGE DISTRICT, first party, who are personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of
_____, 2_____.

(NOTARY SEAL/STAMP)

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

PERIMETER

SURVEYING & MAPPING
Certificate of Authorization No. LB7264

947 Clint Moore Road
Boca Raton, Florida 33487

Tel: (561) 241-9988
Fax: (561) 241-5182

SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY)

DRAINAGE EASEMENT ABANDONMENT

LEGAL DESCRIPTION

A STRIP OF LAND 30.00 FEET IN WIDTH, AS DESCRIBED AS EXHIBIT "A" IN OFFICIAL RECORDS BOOK 49573, PAGES 587 THROUGH 592 AND OFFICIAL RECORDS BOOK 49573, PAGES 619 THROUGH 624 OF THE PUBLIC RECORDS OF BROWARD COUNTY FLORIDA, BEING A PORTION OF TRACT G-2 OF "PEMBROKE LAKES SOUTH", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 119 AT PAGE 1 OF SAID PUBLIC RECORDS; SHOWN IN THE OFFICIAL RECORD BOOK 46548 PAGE 1987 OF SAID PUBLIC RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST ONE-QUARTER (N.E. $\frac{1}{4}$) OF SECTION 24, TOWNSHIP 51 SOUTH, RANGE 40 EAST, BROWARD COUNTY, FLORIDA; THENCE N88°29'22"W, AS A BASIS OF BEARING, ALONG THE SOUTH LINE OF SAID NORTHEAST ONE-QUARTER, A DISTANCE OF 772.82 FEET; THENCE N01°30'38"E, A DISTANCE OF 55.01 FEET TO THE SOUTHEAST CORNER OF SAID TRACT G-2A; THENCE N88°29'22"W ALONG THE SOUTH LINE OF SAID TRACT G-2 FOR A DISTANCE 584.42 FEET; THENCE N00°00'12"E ALONG THE EAST LINE OF SAID PORTION OF THE TRACT G-2 "PEMBROKE LAKES SOUTH", ACCORDING TO THE PLAT BOOK 119 PAGE 1 OF THE PUBLIC RECORDS OF BROWARD COUNTY, AS SHOWN IN OFFICIAL RECORD BOOK 46548 PAGE 1987 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA FOR A DISTANCE 16.27 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE TO THE LEFT; THENCE 45.57 FEET CONTINUING ALONG SAID EAST LINE OF SAID PORTION OF TRACT G-2, AS RECORDED IN OFFICIAL RECORD BOOK 46548 PAGE 1987, SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 106.00 FEET THROUGH A CENTRAL ANGLE OF 24°38'00" TO THE POINT OF BEGINNING; THENCE S80°55'01"W FOR A DISTANCE OF 110.94 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE RIGHT, CONCAVE TO THE WEST, THE RADIAL LINE TO SAID CURVE BEARS N87°46'49"E FROM THE RADIUS POINT; THENCE 24.07 FEET ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE RIGHT, CONCAVE TO THE WEST, SAID NON-TANGENT CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 32.04 FEET THROUGH A CENTRAL ANGLE OF 43°03'12"; THENCE N37°27'59"W FOR A DISTANCE OF 8.24 FEET; THENCE N80°55'01"E FOR A DISTANCE OF 107.14 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE RIGHT, CONCAVE TO THE SOUTHWEST, SAID POINT BEING AT THE EAST LINE OF SAID PORTION OF TRACT G-2, ACCORDING TO THE PLAT BOOK 119 PAGE 1 OF "PEMBROKE LAKES SOUTH", AS SHOWN IN OFFICIAL RECORD BOOK 46548 PAGE 1987 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, THE RADIAL LINE TO SAID NON-TANGENT CURVE TO THE LEFT, CONCAVE TO THE SOUTHWEST BEARS N47°28'41"E FROM THE RADIUS POINT; THENCE 33.10 FEET ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE RIGHT, CONCAVE TO THE SOUTHWEST, SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 106.00 FEET THROUGH A CENTRAL ANGLE OF 17°53'31", TO THE POINT OF BEGINNING.

SAID STRIP OF LAND LYING IN THE CITY OF PEMBROKE PINES, BROWARD COUNTY, FLORIDA. AND CONTAINING 3,199 SQUARE FEET MORE OR LESS.

CERTIFICATION

I HEREBY CERTIFY THAT THE SKETCH AND DESCRIPTION SHOWN HEREON COMPLIES WITH MINIMUM TECHNICAL STANDARDS AS CONTAINED IN CHAPTER 5J-17.051, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND THAT SAID SKETCH AND DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION.


JEFF S. HODAPP
SURVEYOR AND MAPPER
FLORIDA LICENSE NO. LS5111

Project Name:	RAINTREE	DATE:	11/19/2014
JOB NO.	13193	DWG BY:	JEK
		CK'D BY:	JSH
			SHEET 1 OF 3

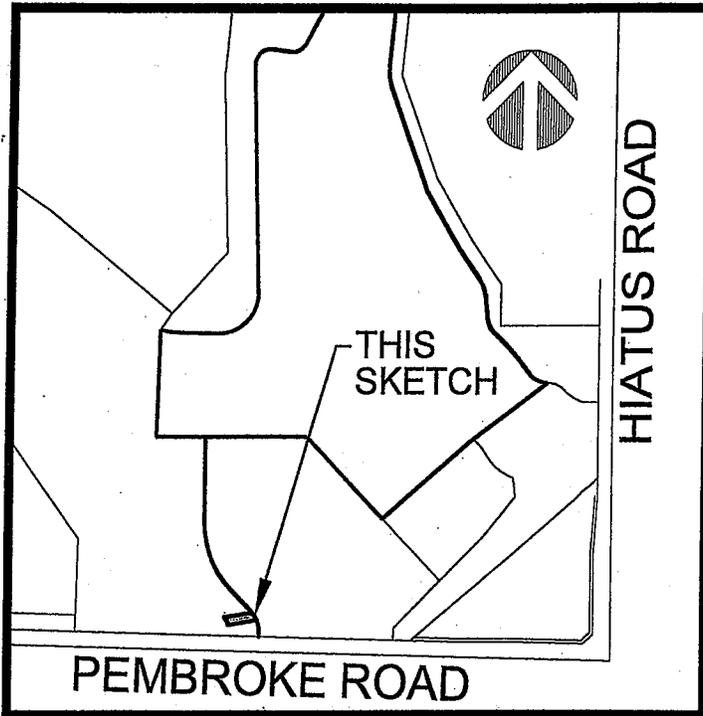
PERIMETER

947 Clint Moore Road
Boca Raton, Florida 33487

SURVEYING & MAPPING
Certificate of Authorization No. LB7264

Tel: (561) 241-9988
Fax: (561) 241-5182

SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY) DRAINAGE EASEMENT ABANDONMENT



LOCATION MAP NOT TO SCALE

ABBREVIATIONS

B.C.R.	=	BROWARD COUNTY RECORDS
D	=	DELTA (CENTRAL ANGLE)
L	=	ARC LENGTH
L.B.	=	LICENSED BUSINESS
L.S.	=	LICENSED SURVEYOR
O.R.B.	=	OFFICIAL RECORDS BOOK
P.B.	=	PLAT BOOK
PG.	=	PAGE
P.O.B.	=	POINT OF BEGINNING
P.O.C.	=	POINT OF COMMENCEMENT
P.S.M.	=	PROFESSIONAL SURVEYOR & MAPPER
R	=	RADIUS

NOTES

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. BEARINGS SHOWN HEREON ARE BASED ON THE RECORD PLAT WITH THE SOUTH LINE OF THE NORTHEAST ONE-QUARTER (NE $\frac{1}{4}$) OF SECTION 24-51-40, HAVING A BEARING OF NORTH $88^{\circ}29'22''$ WEST.
3. THIS IS NOT A BOUNDARY SURVEY.

Project Name:	RAINTREE	DATE:	11/19/2014
JOB NO.	13193	DWG BY:	JEK
		ck'd By:	JSH
			SHEET 2 OF 3

SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY)

DRAINAGE EASEMENT ABANDONMENT



PORTION OF TRACT G-2
"PEMBROKE LAKES SOUTH"
(P.B. 119, PG.1, B.C.R.)

HIATUS ROAD

SE CORNER
TRACT G-2A

P.O.C.
SE COR. NE 1/4
SEC. 24-51-40

N88°29'22"W
772.82'

N01°30'38"E
55.01'

S. LINE TRACT G-2
N88°29'22"W 584.42'

S. LINE, NE 1/4
SEC. 24-51-40

N 88°29'22" W
(BASIS OF BEARING)

PEMBROKE ROAD

R=106.00'
L=33.10'
D=17°53'31"

P.O.B.

R=106.00'
L=45.57'
D=24°38'00"

N00°00'12"E
16.27'

N80°55'01"E 107.14'
(RADIAL)
N47°28'41"E

S80°55'01"W 110.94'

N37°27'59"W 8.24'
R=32.04'
L=24.07'
D=43°03'12"

N87°46'49"E
(RADIAL)

DRAINAGE EASEMENT
(O.R.B. 49573, PG. 619-524, B.C.R.;
O.R.B. 49573, PG. 587-592, B.C.R.)

JOB NO. 13193	Project Name: RAINTREE	DWG BY: JEK	SCALE: 1"=40'
		CK'D By: JSH	DATE: 11/19/2014
			SHEET 3 OF 3

Prepared by
And Return To: South Broward Drainage District
6591 S.W. 160th Avenue
Southwest Ranches, Florida 33331

Folio No.: 514024020052

**PARTIAL RELEASE AND VACATION OF
DRAINAGE EASEMENT
(RAINTREE GOLF COURSE REDEVELOPMENT)**

THIS PARTIAL RELEASE AND VACATION OF THIS DRAINAGE EASEMENT executed this _____ day of _____, 2_____, by SOUTH BROWARD DRAINAGE DISTRICT, a political subdivision of the State of Florida, having its principal place of business at 6591 S.W. 160th Avenue, Southwest Ranches, Florida 33331, first party, to STANDARD PACIFIC OF FLORIDA, a Florida general partnership, whose post office address is 825 Coral Ridge Drive, Coral Springs, Florida 33071, his successors and assigns as their interest may appear of record, second party.

(Wherever used herein, the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, assigns of individuals, the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, that the first party, for and in consideration of the sum of \$10.00, in hand paid by the second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the DRAINAGE EASEMENT as described below:

SEE EXHIBIT "A"

The purpose of this PARTIAL RELEASE AND VACATION OF THIS DRAINAGE EASEMENT is to release and vacate the first party's interest in and to the EASEMENT dated May 20, 2014 and recorded in the Broward County Public Records at O.R. Book 50793 Page 791 and located on second party's property as described above. No other interest of the first party is being released or vacated by this document.

TO HAVE AND TO HOLD, the same together with all singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

IN WITNESS WHEREOF, the said first party has caused these presents to be executed in its name, and its seal to be hereunto affixed, by its proper officers thereunto duly authorized the day and year first above written.

Signed, sealed and delivered
in the presence of:

SOUTH BROWARD DRAINAGE DISTRICT

Witness Signature

SCOTT HODGES, Chairperson

Witness Printed Name

Attest:

Witness Signature

ROBERT GOGGIN IV, Secretary

Witness Printed Name

(DISTRICT SEAL)

STATE OF FLORIDA)
)§
COUNTY OF BROWARD)

The foregoing instrument was executed before me this _____ of _____, 2_____, by SCOTT HODGES and ROBERT GOGGIN IV as President and Secretary, respectively of the SOUTH BROWARD DRAINAGE DISTRICT, first party, who are personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 2_____.

(NOTARY SEAL/STAMP)

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

PERIMETER

947 Clint Moore Road
Boca Raton, Florida 33487

SURVEYING & MAPPING
Certificate of Authorization No. LB7264

Tel: (561) 241-9988
Fax: (561) 241-5182

SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY)

DRAINAGE EASEMENT ABANDONMENT

LEGAL DESCRIPTION

A STRIP OF LAND 30.00 FEET IN WIDTH, AS DESCRIBED AS EXHIBIT "A" IN OFFICIAL RECORDS BOOK 50793, PAGES 791 THROUGH 801 OF THE PUBLIC RECORDS OF BROWARD COUNTY FLORIDA, BEING A PORTION OF TRACT G-2 OF "PEMBROKE LAKES SOUTH", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 119 AT PAGE 1 OF SAID PUBLIC RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST ONE-QUARTER (N.E. ¼) OF SECTION 24, TOWNSHIP 51 SOUTH, RANGE 40 EAST, BROWARD COUNTY, FLORIDA; THENCE N88°29'22"W, AS A BASIS OF BEARING, ALONG THE SOUTH LINE OF SAID NORTHEAST ONE-QUARTER, A DISTANCE OF 772.82 FEET; THENCE N01°30'38"E, A DISTANCE OF 55.01 FEET TO THE SOUTHEAST CORNER OF SAID TRACT G-2A; THENCE N88°29'22"W ALONG THE SOUTH LINE OF SAID TRACT G-2 FOR A DISTANCE 584.42 FEET; THENCE N00°00'12"E ALONG THE EAST LINE OF SAID PORTION OF THE TRACT G-2 "PEMBROKE LAKES SOUTH", ACCORDING TO THE PLAT BOOK 119 PAGE 1 OF THE PUBLIC RECORDS OF BROWARD COUNTY, AS SHOWN IN OFFICIAL RECORD BOOK 46548 PAGE 1987 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA FOR A DISTANCE 16.27 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE TO THE LEFT; THENCE CONTINUING ALONG THE WEST LINE OF SAID PORTION OF TRACT G-2, FOR A DISTANCE OF 17.80 FEET ALONG THE ARC OF SAID TANGENT CURVE TO THE LEFT, SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 106.00 FEET THROUGH A CENTRAL ANGLE OF 09°37'30" TO THE POINT OF BEGINNING; THENCE N89°42'02"E FOR A DISTANCE OF 61.72 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE RIGHT, CONCAVE TO THE NORTHEAST, THE RADIAL LINE TO SAID POINT BEARS S15°50'23"W FROM THE RADIUS POINT; THENCE CONTINUE ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE RIGHT, CONCAVE TO THE NORTHEAST FOR A DISTANCE OF 44.50 FEET, SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 44.71 FEET THROUGH A CENTRAL ANGLE OF 57°01'35"; THENCE S89°42'02"W FOR A DISTANCE OF 41.03 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE RIGHT, CONCAVE TO THE SOUTHWEST, SAID POINT BEING AT THE WEST LINE OF SAID PORTION OF THE TRACT G-2, ACCORDING TO THE PLAT BOOK 119 PAGE 1 OF "PEMBROKE LAKES SOUTH" OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, THE RADIAL LINE TO SAID NON-TANGENT CURVE TO THE RIGHT, CONCAVE TO THE SOUTHWEST BEARS N63°16'17"E FROM THE RADIUS POINT; THENCE 31.64 FEET ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE RIGHT, CONCAVE TO THE SOUTHWEST, SAID NON-TANGENT CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 106.00 FEET THROUGH A CENTRAL ANGLE OF 17°06'17" TO THE POINT OF BEGINNING.

SAID STRIP OF LAND LYING IN THE CITY OF PEMBROKE PINES, BROWARD COUNTY, FLORIDA. AND CONTAINING 1,360 SQUARE FEET MORE OR LESS.

CERTIFICATION

I HEREBY CERTIFY THAT THE SKETCH AND DESCRIPTION SHOWN HEREON COMPLIES WITH MINIMUM TECHNICAL STANDARDS AS CONTAINED IN CHAPTER 5J-17.051, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND THAT SAID SKETCH AND DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION.


JEFF S. MODAPP
SURVEYOR AND MAPPER
FLORIDA LICENSE NO. LS5111

Project Name:	RAINTREE	DATE:	11/19/2014
JOB NO.	13193	DWG BY:	JEK
		CK'D By:	JSH
			SHEET 1 OF 3

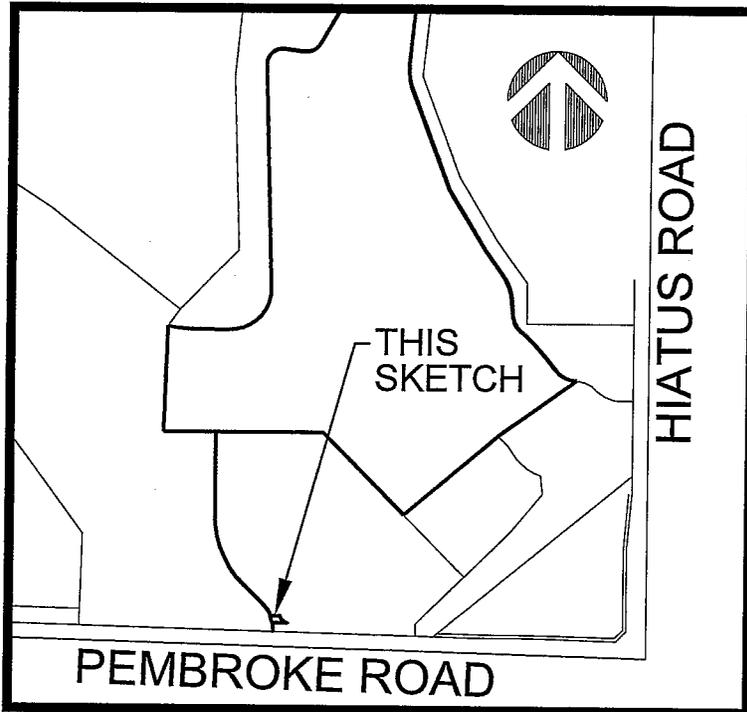
PERIMETER

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Tel: (561) 241-9988
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SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY) DRAINAGE EASEMENT ABANDONMENT



LOCATION MAP NOT TO SCALE

ABBREVIATIONS

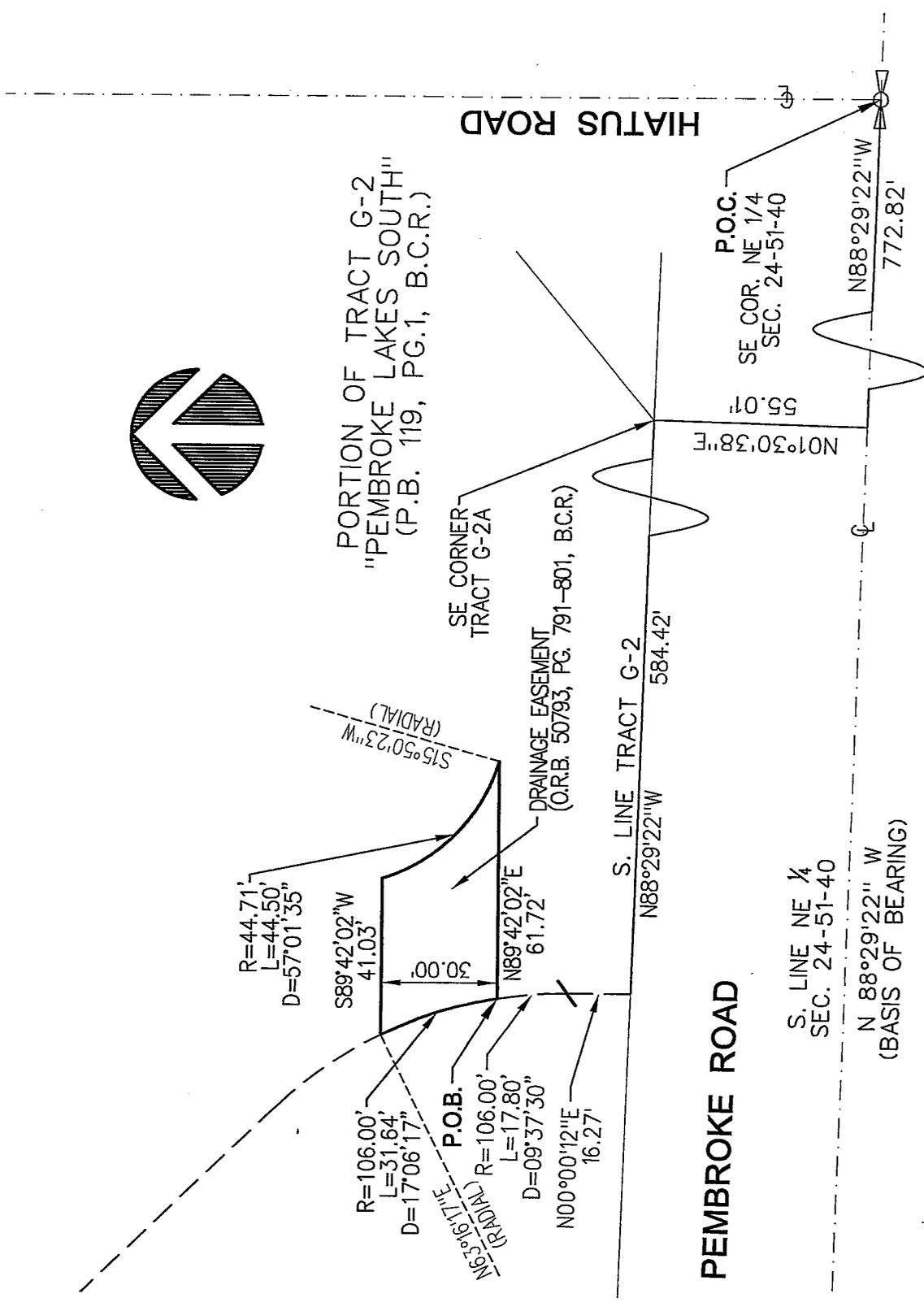
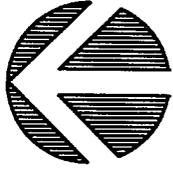
B.C.R.	=	BROWARD COUNTY RECORDS
D	=	DELTA (CENTRAL ANGLE)
L	=	ARC LENGTH
L.B.	=	LICENSED BUSINESS
L.S.	=	LICENSED SURVEYOR
O.R.B.	=	OFFICIAL RECORDS BOOK
P.B.	=	PLAT BOOK
PG.	=	PAGE
P.O.B.	=	POINT OF BEGINNING
P.O.C.	=	POINT OF COMMENCEMENT
P.S.M.	=	PROFESSIONAL SURVEYOR & MAPPER
R	=	RADIUS

NOTES

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. BEARINGS SHOWN HEREON ARE BASED ON THE RECORD PLAT WITH THE SOUTH LINE OF THE NORTHEAST ONE-QUARTER (NE $\frac{1}{4}$) OF SECTION 24-51-40, HAVING A BEARING OF NORTH $88^{\circ}29'22''$ WEST.
3. THIS IS NOT A BOUNDARY SURVEY.

Project Name:	RAINTREE	DATE:	11/19/2014
JOB NO.	13193	DWG BY:	JEK
		CK'D By:	JSH
			SHEET 2 OF 3

**SKETCH AND LEGAL DESCRIPTION
(NOT A SURVEY)
DRAINAGE EASEMENT ABANDONMENT**



JOB NO.	13193	Project Name:	RAINTREE	DWG BY:	JEK	SCALE:	1"=40'	
		CK'D By:	JSH			DATE:	11/19/2014	
							SHEET 3 OF 3	

Prepared by
And Return To: South Broward Drainage District
6591 S.W. 160th Avenue
Southwest Ranches, Florida 33331

Folio No.: 514024020052

**RELEASE AND VACATION OF
LAKE MAINTENANCE EASEMENT
(RAINTREE GOLF COURSE REDEVELOPMENT)**

THIS RELEASE AND VACATION OF THIS LAKE MAINTENANCE EASEMENT executed this _____ day of _____, 2____, by SOUTH BROWARD DRAINAGE DISTRICT, a political subdivision of the State of Florida, having its principal place of business at 6591 S.W. 160th Avenue, Southwest Ranches, Florida 33331, first party, to STANDARD PACIFIC OF FLORIDA, a Florida general partnership, whose post office address is 825 Coral Ridge Drive, Coral Springs, Florida 33071, his successors and assigns as their interest may appear of record, second party.

(Wherever used herein, the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, assigns of individuals, the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, that the first party, for and in consideration of the sum of \$10.00, in hand paid by the second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the LAKE MAINTENANCE EASEMENT as described below:

SEE EXHIBIT "A"

The purpose of this RELEASE AND VACATION OF THIS LAKE MAINTENANCE EASEMENT is to release and vacate the first party's interest in and to the EASEMENT dated May 20, 2014 and recorded in the Broward County Public Records at O.R. Book 50793 Page 784 and located on second party's property as described above. No other interest of the first party is being released or vacated by this document.

TO HAVE AND TO HOLD, the same together with all singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

IN WITNESS WHEREOF, the said first party has caused these presents to be executed in its name, and its seal to be hereunto affixed, by its proper officers thereunto duly authorized the day and year first above written.

Signed, sealed and delivered
in the presence of:

SOUTH BROWARD DRAINAGE DISTRICT

Witness Signature

SCOTT HODGES, Chairperson

Witness Printed Name

Attest:

Witness Signature

ROBERT GOGGIN IV, Secretary

Witness Printed Name

(DISTRICT SEAL)

STATE OF FLORIDA)
)§
COUNTY OF BROWARD)

The foregoing instrument was executed before me this _____ of _____, 2_____, by SCOTT HODGES and ROBERT GOGGIN IV as President and Secretary, respectively of the SOUTH BROWARD DRAINAGE DISTRICT, first party, who are personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 2_____.

(NOTARY SEAL/STAMP)

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

PERIMETER

947 Clint Moore Road
Boca Raton, Florida 33487

SURVEYING & MAPPING
Certificate of Authorization No. LB7264

Tel: (561) 241-9988
Fax: (561) 241-5182

SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY)

LAKE MAINTENANCE EASEMENT ABANDONMENT

LEGAL DESCRIPTION

A LAKE MAINTENANCE EASEMENT IN THE PROPERTY, AS DESCRIBED IN OFFICIAL RECORDS BOOK 50793, PAGES 784 THROUGH 790 OF THE PUBLIC RECORDS OF BROWARD COUNTY FLORIDA, BEING A PORTION OF TRACT G-2 OF "PEMBROKE LAKES SOUTH", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 119 AT PAGE 1 OF THE SAID PUBLIC RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST ONE-QUARTER (N.E. ¼) OF SECTION 24, TOWNSHIP 51 SOUTH, RANGE 40 EAST, BROWARD COUNTY, FLORIDA; THENCE N88°29'22"W, AS A BASIS OF BEARING, ALONG THE SOUTH LINE OF SAID NORTHEAST ONE-QUARTER, A DISTANCE OF 772.82 FEET; THENCE N01°30'38"E, A DISTANCE OF 55.01 FEET TO THE SOUTHEAST CORNER OF SAID TRACT G-2A; THENCE N88°29'22"W ALONG THE SOUTH LINE OF SAID TRACT G-2 FOR A DISTANCE 584.42 FEET; THENCE N00°00'12"E ALONG THE EAST LINE OF SAID PORTION OF THE TRACT G-2 "PEMBROKE LAKES SOUTH", ACCORDING TO THE PLAT BOOK 119 PAGE 1 OF THE PUBLIC RECORDS OF BROWARD COUNTY, AS SHOWN IN OFFICIAL RECORD BOOK 46548 PAGE 1987 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA FOR A DISTANCE 16.27 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE TO THE LEFT; THENCE 21.58 FEET CONTINUING ALONG SAID EAST LINE OF SAID PORTION OF TRACT G-2, AS RECORDED IN OFFICIAL RECORD BOOK 46548 PAGE 1987, SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 106.00 FEET THROUGH A CENTRAL ANGLE OF 11°39'58"; THENCE N78°20'24"E FOR A DISTANCE OF 20.15 FEET TO THE POINT OF BEGINNING; THENCE LEFT ALONG AN ARC CONCAVE SOUTHEAST FOR A DISTANCE OF 85.86 FEET, SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 40.00 FEET THROUGH A CENTRAL ANGLE OF 122°58'55" AND A RADIAL LINE THAT BEARS S53°24'20"W; THENCE N86°23'14"E FOR A DISTANCE OF 36.42 FEET; THENCE S88°29'23"E FOR A DISTANCE OF 105.88 FEET; THENCE S81°38'49"E FOR A DISTANCE OF 25.17 FEET; THENCE S88°30'39"E FOR A DISTANCE OF 154.13 FEET; THENCE LEFT ALONG A TANGENT ARC CONCAVE NORTHWEST FOR A DISTANCE OF 33.06 FEET, SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 30.00 FEET THROUGH A CENTRAL ANGLE OF 63°08'08"; THENCE N28°21'13"E FOR A DISTANCE OF 159.51 FEET; THENCE RIGHT ALONG AN ARC CONCAVE NORTHEAST FOR A DISTANCE OF 103.49 FEET, SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 270.00 FEET THROUGH A CENTRAL ANGLE OF 21°57'38" AND A RADIAL LINE THAT BEARS S67°24'18"W; THENCE LEFT ALONG A REVERSE CURVE CONCAVE SOUTHWEST FOR A DISTANCE OF 3.31 FEET, SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 5.00 FEET THROUGH A CENTRAL ANGLE OF 37°57'23"; THENCE N38°16'37"W FOR A DISTANCE OF 139.88 FEET; THENCE N44°57'18"W FOR A DISTANCE OF 35.60 FEET; THENCE N39°37'37"W FOR A DISTANCE OF 74.38 FEET; THENCE N47°40'31"W FOR A DISTANCE OF 102.42 FEET; THENCE LEFT ALONG A TANGENT ARC CONCAVE SOUTHWEST FOR A DISTANCE OF 3.16 FEET, SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 8.00 FEET THROUGH A CENTRAL ANGLE OF 22°36'57"; THENCE N70°17'28"W FOR A DISTANCE OF 87.41 FEET; THENCE RIGHT ALONG A TANGENT ARC CONCAVE NORTHEAST FOR A DISTANCE OF 48.78 FEET, SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 72.00 FEET THROUGH A CENTRAL ANGLE OF 38°49'15"; THENCE RIGHT ALONG A TANGENT ARC CONCAVE NORTHEAST FOR A DISTANCE OF 48.64 FEET, SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 106.22 FEET THROUGH A CENTRAL ANGLE OF 25°14'15"; THENCE N89°59'46"E FOR A DISTANCE OF 20.10 FEET; THENCE LEFT ALONG AN ARC CONCAVE

CERTIFICATION

I HEREBY CERTIFY THAT THE SKETCH AND DESCRIPTION SHOWN HEREON COMPLIES WITH MINIMUM TECHNICAL STANDARDS AS CONTAINED IN CHAPTER 5J-17.051, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND THAT SAID SKETCH AND DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION.


JEFF S. HOAPP
SURVEYOR AND MAPPER
FLORIDA LICENSE NO. LS5111

Project Name:	RAINTREE	DATE:	11/19/2014
JOB NO.	13193	DWG BY:	JEK
		CK'D BY:	JSH
			SHEET 1 OF 4

PERIMETER

947 Clint Moore Road
Boca Raton, Florida 33487

SURVEYING & MAPPING
Certificate of Authorization No. LB7264

Tel: (561) 241-9988
Fax: (561) 241-5182

SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY)

LAKE MAINTENANCE EASEMENT ABANDONMENT

LEGAL DESCRIPTION (CONTINUED)

NORTHEAST FOR A DISTANCE OF 37.65 FEET, SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 86.22 FEET THROUGH A CENTRAL ANGLE OF 25°01'05" AND A RADIAL LINE THAT BEARS S83°32'52"W; THENCE LEFT ALONG AN ARC CONCAVE NORTHEAST FOR A DISTANCE OF 35.23 FEET, SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 52.00 FEET THROUGH A CENTRAL ANGLE OF 38°49'15"; THENCE S70°17'28"E FOR A DISTANCE OF 87.41 FEET; THENCE RIGHT ALONG A TANGENT ARC CONCAVE SOUTHWEST FOR A DISTANCE OF 11.05 FEET, SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 28.00 FEET THROUGH A CENTRAL ANGLE OF 22°36'57"; THENCE S47°40'31"E FOR A DISTANCE OF 103.83 FEET; THENCE S39°37'37"E FOR A DISTANCE OF 74.86 FEET; THENCE S44°57'18"E FOR A DISTANCE OF 35.83 FEET; THENCE S38°16'37"E FOR A DISTANCE OF 141.04 FEET; THENCE RIGHT ALONG A TANGENT ARC CONCAVE SOUTHWEST FOR A DISTANCE OF 16.56 FEET, SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 25.00 FEET THROUGH A CENTRAL ANGLE OF 39°13'22"; THENCE LEFT ALONG A REVERSE CURVE CONCAVE NORTHEAST FOR A DISTANCE OF 95.82 FEET, SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 250.00 FEET THROUGH A CENTRAL ANGLE OF 21°57'38"; THENCE RIGHT ALONG A REVERSE CURVE CONCAVE SOUTHWEST FOR A DISTANCE OF 17.67 FEET, SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 20.00 FEET THROUGH A CENTRAL ANGLE OF 50°38'06"; THENCE S28°21'13"W FOR A DISTANCE OF 159.51 FEET; THENCE RIGHT ALONG A TANGENT ARC CONCAVE NORTHWEST FOR A DISTANCE OF 55.10 FEET, SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 50.00 FEET THROUGH A CENTRAL ANGLE OF 63°08'08"; THENCE N88°30'39"W FOR A DISTANCE OF 155.33 FEET; THENCE N81°38'49"W FOR A DISTANCE OF 25.18 FEET; THENCE N88°29'23"W FOR A DISTANCE OF 103.79 FEET; THENCE S86°23'14"W FOR A DISTANCE OF 35.53 FEET; THENCE LEFT ALONG A TANGENT ARC CONCAVE SOUTHEAST FOR A DISTANCE OF 42.61 FEET, SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 20.00 FEET THROUGH A CENTRAL ANGLE OF 122°04'45"; THENCE LEFT ALONG A COMPOUND CURVE CONCAVE NORTHEAST FOR A DISTANCE OF 56.19 FEET, SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 65.00 FEET THROUGH A CENTRAL ANGLE OF 49°32'00"; THENCE S88°29'23"E FOR A DISTANCE OF 100.41 FEET; THENCE S81°38'49"E FOR A DISTANCE OF 100.71 FEET; THENCE S88°29'22"E FOR A DISTANCE OF 196.92 FEET; THENCE LEFT ALONG A TANGENT ARC CONCAVE NORTHWEST FOR A DISTANCE OF 30.08 FEET, SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 20.00 FEET THROUGH A CENTRAL ANGLE OF 86°10'33"; THENCE N05°20'05"E FOR A DISTANCE OF 24.31 FEET; THENCE RIGHT ALONG A TANGENT ARC CONCAVE SOUTHEAST FOR A DISTANCE OF 13.98 FEET, SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 20.00 FEET THROUGH A CENTRAL ANGLE OF 40°03'33"; THENCE N45°23'38"E FOR A DISTANCE OF 81.61 FEET; THENCE LEFT ALONG A TANGENT ARC CONCAVE NORTHWEST FOR A DISTANCE OF 10.30 FEET, SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 20.03 FEET THROUGH A CENTRAL ANGLE OF 29°28'04"; THENCE N15°54'13"E FOR A DISTANCE OF 115.64 FEET; THENCE RIGHT ALONG A TANGENT ARC CONCAVE SOUTHEAST FOR A DISTANCE OF 51.46 FEET; SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 27.10 FEET THROUGH A CENTRAL ANGLE OF 108°48'54"; THENCE S45°36'00"E FOR A DISTANCE OF 12.01 FEET; THENCE S72°18'52"W FOR A DISTANCE OF 22.33 FEET; THENCE LEFT ALONG AN ARC CONCAVE SOUTHEAST FOR A DISTANCE OF 12.86 FEET, SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 7.10 FEET THROUGH A CENTRAL ANGLE OF 103°51'07" AND A RADIAL LINE THAT BEARS N39°54'38"E; THENCE S15°54'13"W FOR A DISTANCE OF 114.43 FEET; THENCE RIGHT ALONG A TANGENT ARC CONCAVE NORTHWEST FOR A DISTANCE OF 20.59 FEET, SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 40.03 FEET THROUGH A CENTRAL ANGLE OF 29°28'04"; THENCE S45°23'38"W FOR A DISTANCE OF 81.61 FEET; THENCE S05°20'05"W FOR A DISTANCE OF 24.31 FEET; THENCE RIGHT ALONG A TANGENT ARC CONCAVE NORTHWEST FOR A DISTANCE OF 60.16 FEET, SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 40.00 FEET THROUGH A CENTRAL ANGLE OF 86°10'33"; THENCE N88°29'22"W FOR A DISTANCE OF 198.12 FEET; THENCE N81°38'49"W FOR A DISTANCE OF 100.71 FEET; THENCE N88°29'23"W FOR A DISTANCE OF 99.21 FEET; THENCE RIGHT ALONG A TANGENT ARC CONCAVE NORTHEAST FOR A DISTANCE OF 73.99 FEET, SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 85.00 FEET THROUGH A CENTRAL ANGLE OF 49°52'37", BACK TO THE POINT OF BEGINNING.

SAID LAKE MAINTENANCE EASEMENT HAVING AN AREA OF 40,651 SQUARE FEET AND LYING IN THE CITY OF PEMBROKE PINES, BROWARD COUNTY, FLORIDA.

Project Name:	RAINTREE	DATE:	11/19/2014
JOB NO.	13193	DWG BY:	JEK
		CK'D By:	JSH
			SHEET 2 OF 4

PERIMETER

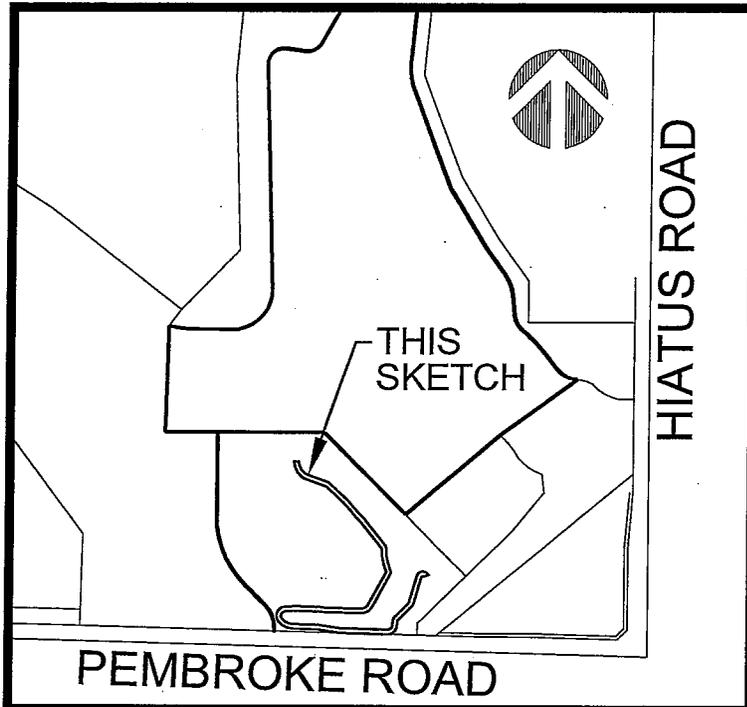
947 Clint Moore Road
Boca Raton, Florida 33487

SURVEYING & MAPPING
Certificate of Authorization No. LB7264

Tel: (561) 241-9988
Fax: (561) 241-5182

SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY)

LAKE MAINTENANCE EASEMENT ABANDONMENT



LOCATION MAP NOT TO SCALE

ABBREVIATIONS

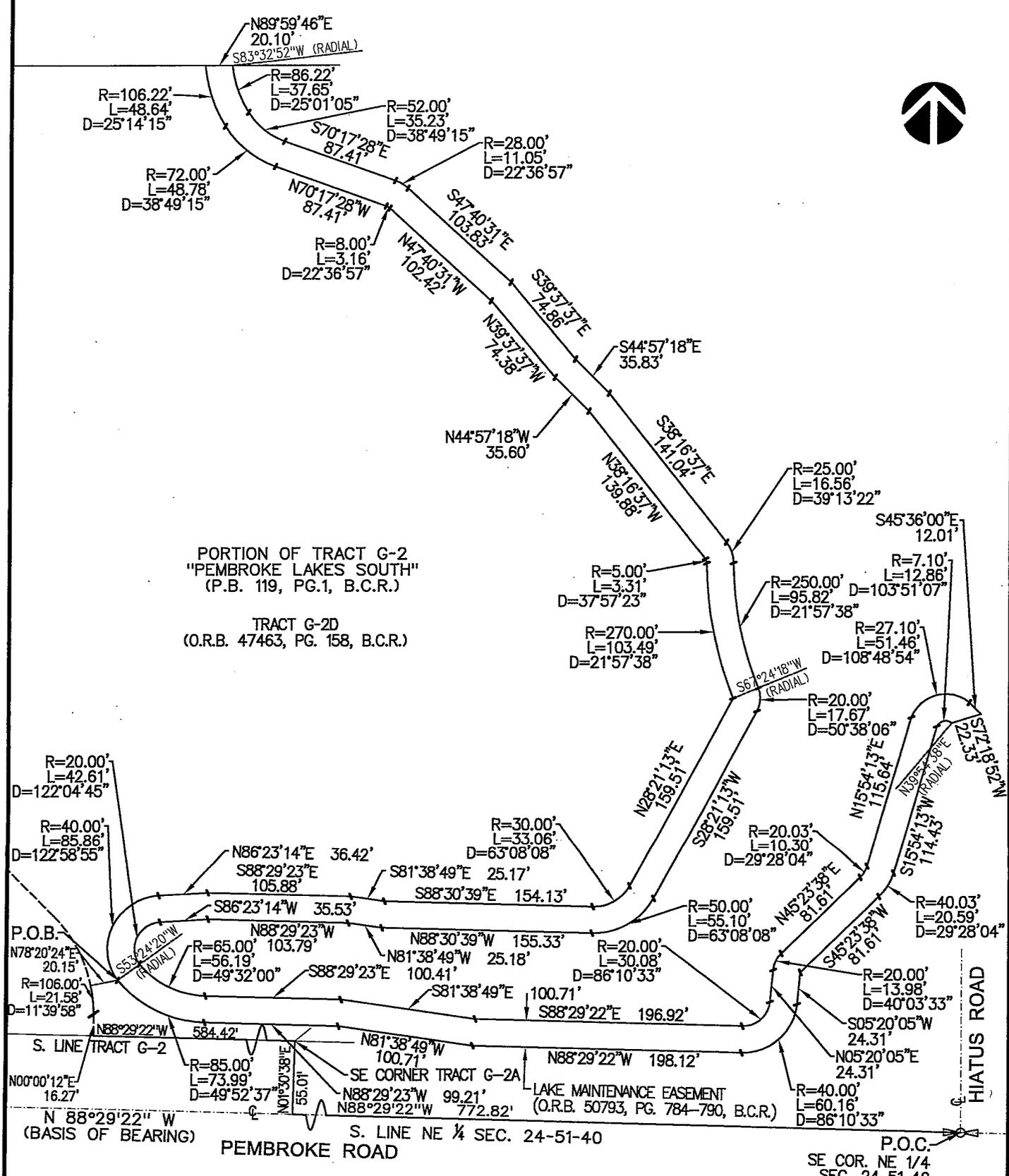
B.C.R.	=	BROWARD COUNTY RECORDS
D	=	DELTA (CENTRAL ANGLE)
L	=	ARC LENGTH
L.B.	=	LICENSED BUSINESS
L.S.	=	LICENSED SURVEYOR
O.R.B.	=	OFFICIAL RECORDS BOOK
P.B.	=	PLAT BOOK
PG.	=	PAGE
P.O.B.	=	POINT OF BEGINNING
P.O.C.	=	POINT OF COMMENCEMENT
P.S.M.	=	PROFESSIONAL SURVEYOR & MAPPER
R	=	RADIUS

NOTES

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. BEARINGS SHOWN HEREON ARE BASED ON THE RECORD PLAT WITH THE SOUTH LINE OF THE NORTHEAST ONE-QUARTER (NE $\frac{1}{4}$) OF SECTION 24-51-40, HAVING A BEARING OF NORTH $88^{\circ}29'22''$ WEST.
3. THIS IS NOT A BOUNDARY SURVEY.

Project Name:	RAINTREE	DATE:	11/19/2014
JOB NO.	13193	DWG BY:	JEK
		CK'D By:	JSH
			SHEET 3 OF 4

SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY) LAKE MAINTENANCE EASEMENT ABANDONMENT



JOB NO. 13193	Project Name: RAIN TREE	DWG BY: JEK	SCALE: 1"=100'	DATE: 11/19/2014
		CK'D By: JSH		SHEET 4 OF 4

Prepared by
And Return To: South Broward Drainage District
6591 S.W. 160th Avenue
Southwest Ranches, Florida 33331

Folio No.: 514024020052

**RELEASE AND VACATION OF
DRAINAGE, FLOWAGE AND STORAGE EASEMENT
(RAINTREE GOLF COURSE REDEVELOPMENT)**

THIS RELEASE AND VACATION OF THIS DRAINAGE, FLOWAGE AND STORAGE EASEMENT executed this _____ day of _____, 2_____, by SOUTH BROWARD DRAINAGE DISTRICT, a political subdivision of the State of Florida, having its principal place of business at 6591 S.W. 160th Avenue, Southwest Ranches, Florida 33331, first party, to STANDARD PACIFIC OF FLORIDA, a Florida general partnership, whose post office address is 825 Coral Ridge Drive, Coral Springs, Florida 33071, his successors and assigns as their interest may appear of record, second party.

(Wherever used herein, the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, assigns of individuals, the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, that the first party, for and in consideration of the sum of \$10.00, in hand paid by the second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the DRAINAGE, FLOWAGE AND STORAGE EASEMENT as described below:

SEE EXHIBIT "A"

The purpose of this RELEASE AND VACATION OF THIS DRAINAGE, FLOWAGE AND STORAGE EASEMENT is to release and vacate the first party's interest in and to the EASEMENT dated May 20, 2014 and recorded in the Broward County Public Records at O.R. Book 50793 Page 773 and located on second party's property as described above. No other interest of the first party is being released or vacated by this document.

TO HAVE AND TO HOLD, the same together with all singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

IN WITNESS WHEREOF, the said first party has caused these presents to be executed in its name, and its seal to be hereunto affixed, by its proper officers thereunto duly authorized the day and year first above written.

Signed, sealed and delivered
in the presence of:

SOUTH BROWARD DRAINAGE DISTRICT

Witness Signature

SCOTT HODGES, Chairperson

Witness Printed Name

Attest:

Witness Signature

ROBERT GOGGIN IV, Secretary

Witness Printed Name

(DISTRICT SEAL)

STATE OF FLORIDA)
)§
COUNTY OF BROWARD)

The foregoing instrument was executed before me this _____ of _____, 2_____, by SCOTT HODGES and ROBERT GOGGIN IV as President and Secretary, respectively of the SOUTH BROWARD DRAINAGE DISTRICT, first party, who are personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2_____.

(NOTARY SEAL/STAMP)

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE



SURVEYING & MAPPING
Certificate of Authorization No. LB7264

947 Clint Moore Road
Boca Raton, Florida 33487

Tel: (561) 241-9988
Fax: (561) 241-5182

SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY)

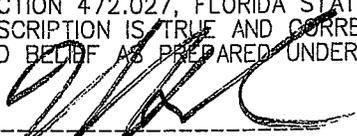
DRAINAGE, FLOWAGE AND STORAGE EASEMENT ABANDONMENT LEGAL DESCRIPTION

A FLOWAGE EASEMENT IN THE PROPERTY, AS DESCRIBED IN OFFICIAL RECORDS BOOK 50793, PAGES 773 THROUGH 778 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING A PORTION OF TRACT G-2 OF "PEMBROKE LAKES SOUTH", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 119 AT PAGE 1 OF THE SAID PUBLIC RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT SOUTHEAST CORNER OF THE NORTHEAST ONE-QUARTER (N.E. ¼) OF SECTION 24, TOWNSHIP 51 SOUTH, RANGE 40 EAST, BROWARD COUNTY, FLORIDA; THENCE N88°29'22"W, AS A BASIS OF BEARING, ALONG THE SOUTH LINE OF SAID NORTHEAST ONE-QUARTER, A DISTANCE OF 772.82 FEET; THENCE N01°30'38"E, A DISTANCE OF 55.01 FEET TO THE SOUTHEAST CORNER OF SAID TRACT G-2A; THENCE N88°29'22"W ALONG THE SOUTH LINE OF SAID TRACT G-2 FOR A DISTANCE 584.42 FEET; THENCE N00°00'12"E ALONG THE EAST LINE OF SAID PORTION OF THE TRACT G-2 "PEMBROKE LAKES SOUTH", ACCORDING TO THE PLAT BOOK 119 PAGE 1 OF THE PUBLIC RECORDS OF BROWARD COUNTY, AS SHOWN IN OFFICIAL RECORD BOOK 46548 PAGE 1987 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA FOR A DISTANCE 16.27 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE TO THE LEFT; THENCE 27.98 FEET CONTINUING ALONG SAID EAST LINE OF SAID PORTION OF TRACT G-2, AS RECORDED IN OFFICIAL RECORD BOOK 46548 PAGE 1987, SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 106.00 FEET THROUGH A CENTRAL ANGLE OF 15°07'36"; THENCE N74°52'37"E FOR A DISTANCE OF 38.41 FEET TO THE POINT OF BEGINNING; THENCE LEFT ALONG A CONVEX ARC, NORTHEAST FOR 42.61 FEET, SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 20.00 FEET THROUGH A CENTRAL ANGLE OF 122°04'45" AND A RADIAL LINE THAT BEARS S54°18'29"W; THENCE N86°23'14"E FOR A DISTANCE OF 35.53 FEET; THENCE S88°29'23"E FOR A DISTANCE OF 103.79 FEET; THENCE S81°38'49"E FOR A DISTANCE OF 25.18 FEET; THENCE S88°30'39"E FOR A DISTANCE OF 155.33 FEET; THENCE LEFT ALONG A TANGENT ARC CONCAVE NORTHWEST FOR 55.10 FEET, SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 50.00 FEET THROUGH A CENTRAL ANGLE OF 63°08'08"; THENCE N28°21'13"E FOR A DISTANCE OF 159.51 FEET; THENCE UPWARDS ALONG A CONCAVE TANGENT ARC, NORTHWEST FOR 17.67 FEET, SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 20.00 FEET THROUGH A CENTRAL ANGLE OF 50°38'06"; THENCE UPWARDS ALONG A REVERSE CONVEX ARC, NORTHWEST FOR 95.82 FEET, SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 250.00 FEET THROUGH A CENTRAL ANGLE OF 21°57'38"; THENCE LEFT ALONG A REVERSE CONCAVE ARC, NORTHWEST FOR 16.56 FEET, SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 25.00 FEET THROUGH A CENTRAL ANGLE OF 37°57'23"; THENCE N38°16'37"W FOR A DISTANCE OF 141.04 FEET; THENCE N44°57'18"W FOR A DISTANCE OF 35.83 FEET; THENCE N39°37'37"W FOR A DISTANCE OF 74.86 FEET; THENCE N47°40'31"W FOR A DISTANCE OF 103.83 FEET; THENCE LEFT ALONG A CONCAVE TANGENT ARC, NORTHWEST FOR 11.05 FEET, SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 28.00 FEET THROUGH A CENTRAL ANGLE OF 22°36'57"; THENCE N70°17'28"W FOR A DISTANCE OF 87.41 FEET; THENCE RIGHT ALONG A CONVEX TANGENT ARC, NORTHWEST FOR 35.23 FEET, SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 52.00 FEET THROUGH A CENTRAL ANGLE OF 38°49'15"; THENCE RIGHT ALONG A CONVEX ARC, NORTHWEST FOR 37.65 FEET, SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 86.22 FEET THROUGH A

CERTIFICATION

I HEREBY CERTIFY THAT THE SKETCH AND DESCRIPTION SHOWN HEREON COMPLIES WITH MINIMUM TECHNICAL STANDARDS AS CONTAINED IN CHAPTER 5J-17.051, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND THAT SAID SKETCH AND DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION.


JEFF S. HODAPP
SURVEYOR AND MAPPER
FLORIDA LICENSE NO. LS5111

Project Name:	RAINTREE	DATE:	11/19/2014
JOB NO.	13193	DWG BY:	JEK
		CK'D By:	JSH
			SHEET 1 OF 4

PERIMETER

947 Clint Moore Road
Boca Raton, Florida 33487

SURVEYING & MAPPING
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SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY)

DRAINAGE, FLOWAGE AND STORAGE EASEMENT ABANDONMENT LEGAL DESCRIPTION (CONTINUED)

CENTRAL ANGLE OF 25°01'05" AND A RADIAL LINE THAT BEARS S58°31'46"W; THENCE S89°59'49"E FOR A DISTANCE OF 78.66 FEET; THENCE S44°36'13"E FOR A DISTANCE OF 667.60 FEET; THENCE RIGHT ALONG A CONCAVE ARC, SOUTHWEST FOR 51.46 FEET, SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 27.10 FEET THROUGH A CENTRAL ANGLE OF 108°48'54" AND A RADIAL THAT BEARS N39°54'38"E; THENCE S15°54'13"W FOR A DISTANCE OF 115.64 FEET; THENCE RIGHT ALONG A TANGENT CONVEX ARC, SOUTHWEST FOR 10.30 FEET, SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 20.03 FEET THROUGH A CENTRAL ANGLE OF 29°28'04"; THENCE S45°23'38"W FOR A DISTANCE OF 81.61 FEET; THENCE DOWNWARDS ALONG A TANGENT ARC CONCAVE SOUTHEAST FOR 13.98 FEET, SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 20.00 FEET THROUGH A CENTRAL ANGLE OF 40°03'33"; THENCE S05°20'05"W FOR A DISTANCE OF 24.31 FEET; THENCE RIGHT ALONG A TANGENT CONVEX ARC, WEST FOR 30.08 FEET, SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 20.00 FEET THROUGH A CENTRAL ANGLE OF 86°10'33"; THENCE N88°29'22"W FOR A DISTANCE OF 196.92 FEET; THENCE N81°38'49"W FOR A DISTANCE OF 100.71 FEET; THENCE N88°29'23"W FOR A DISTANCE OF 100.41 FEET; THENCE RIGHT ALONG A CONVEX TANGENT ARC, NORTHWEST FOR 56.19 FEET, SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 65.00 FEET THROUGH A CENTRAL ANGLE OF 49°32'00" BACK TO THE POINT OF BEGINNING.

SAID FLOWAGE EASEMENT HAVING AN AREA OF 84,011 SQUARE FEET AND LYING IN THE CITY OF PEMBROKE PINES, BROWARD COUNTY, FLORIDA.

Project Name:	RAINTREE	DATE:	11/19/2014
JOB NO.	13193	DWG BY:	JEK
		CK'D By:	JSH
			SHEET 2 OF 4

PERIMETER

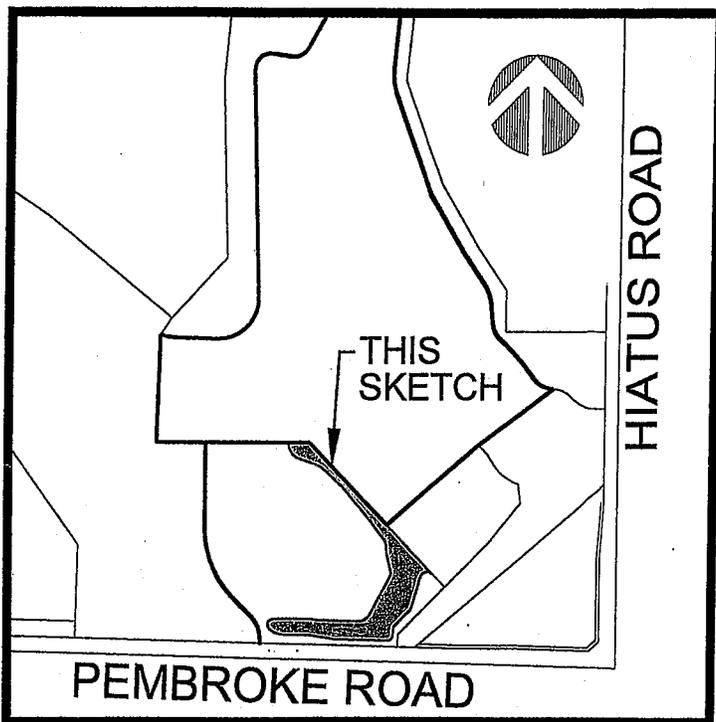
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SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY)

DRAINAGE, FLOWAGE AND STORAGE EASEMENT ABANDONMENT



LOCATION MAP NOT TO SCALE

ABBREVIATIONS

B.C.R.	=	BROWARD COUNTY RECORDS
D	=	DELTA (CENTRAL ANGLE)
L	=	ARC LENGTH
L.B.	=	LICENSED BUSINESS
L.S.	=	LICENSED SURVEYOR
O.R.B.	=	OFFICIAL RECORDS BOOK
P.B.	=	PLAT BOOK
PG.	=	PAGE
P.O.B.	=	POINT OF BEGINNING
P.O.C.	=	POINT OF COMMENCEMENT
P.S.M.	=	PROFESSIONAL SURVEYOR & MAPPER
R	=	RADIUS

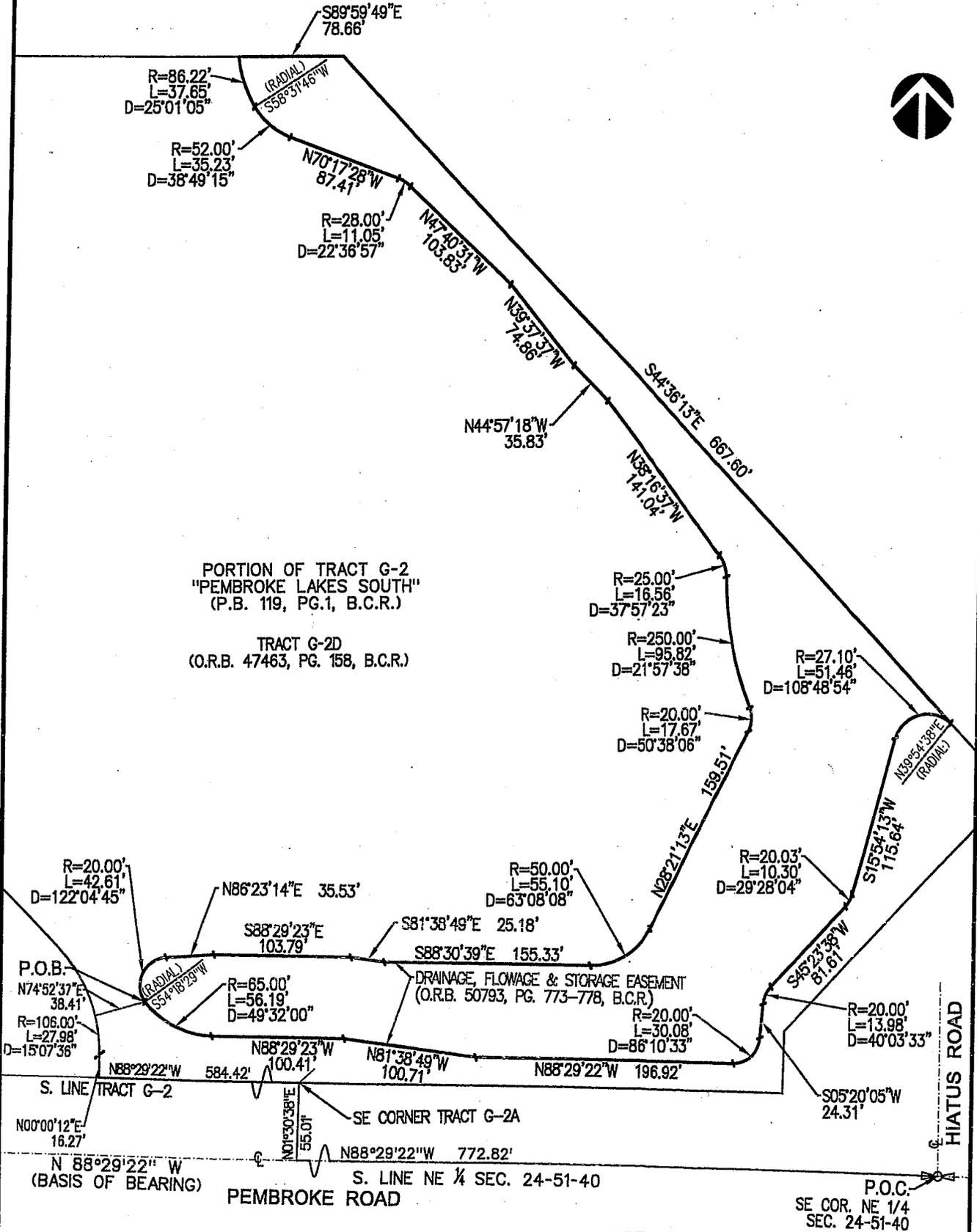
NOTES

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. BEARINGS SHOWN HEREON ARE BASED ON THE RECORD PLAT WITH THE SOUTH LINE OF THE NORTHEAST ONE-QUARTER (NE $\frac{1}{4}$) OF SECTION 24-51-40, HAVING A BEARING OF NORTH $88^{\circ}29'22''$ WEST.
3. THIS IS NOT A BOUNDARY SURVEY.

Project Name:	RAINTREE	DATE:	11/19/2014
JOB NO.	13193	DWG BY:	JEK
		ck'd By:	JSH
			SHEET 3 OF 4

SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY)

LAKE MAINTENANCE EASEMENT ABANDONMENT



JOB NO.	13193	Project Name:	RAINTREE	DWG BY:	JEK	SCALE:	1"=100'
				CK'D BY:	JSH	DATE:	11/19/2014
							SHEET 4 OF 4

Prepared by
And Return To: South Broward Drainage District
6591 S.W. 160th Avenue
Southwest Ranches, Florida 33331

Folio No.: 514024020052

**RELEASE AND VACATION OF BOAT RAMP/LAKE ACCESS EASEMENT
(RAINTREE GOLF COURSE REDEVELOPMENT)**

THIS RELEASE AND VACATION OF THIS BOAT RAMP/LAKE ACCESS EASEMENT executed this _____ day of _____, 2____, by SOUTH BROWARD DRAINAGE DISTRICT, a political subdivision of the State of Florida, having its principal place of business at 6591 S.W. 160th Avenue, Southwest Ranches, Florida 33331, first party, to STANDARD PACIFIC OF FLORIDA, a Florida general partnership, whose post office address is 825 Coral Ridge Drive, Coral Springs, Florida 33071, his successors and assigns as their interest may appear of record, second party.

(Wherever used herein, the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, assigns of individuals, the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, that the first party, for and in consideration of the sum of \$10.00, in hand paid by the second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the BOAT RAMP/LAKE ACCESS EASEMENT as described below:

SEE EXHIBIT "A"

The purpose of this RELEASE AND VACATION OF THIS BOAT RAMP/LAKE ACCESS EASEMENT is to release and vacate the first party's interest in and to the EASEMENT dated May 20, 2014 and recorded in the Broward County Public Records at O.R. Book 50793 Page 779 and located on second party's property as described above. No other interest of the first party is being released or vacated by this document.

TO HAVE AND TO HOLD, the same together with all singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

IN WITNESS WHEREOF, the said first party has caused these presents to be executed in its name, and its seal to be hereunto affixed, by its proper officers thereunto duly authorized the day and year first above written.

Signed, sealed and delivered
in the presence of:

SOUTH BROWARD DRAINAGE DISTRICT

Witness Signature

SCOTT HODGES, Chairperson

Witness Printed Name

Attest:

Witness Signature

ROBERT GOGGIN IV, Secretary

Witness Printed Name

(DISTRICT SEAL)

STATE OF FLORIDA)
)§
COUNTY OF BROWARD)

The foregoing instrument was executed before me this _____ of _____, 2_____, by SCOTT HODGES and ROBERT GOGGIN IV as President and Secretary, respectively of the SOUTH BROWARD DRAINAGE DISTRICT, first party, who are personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 2_____.

(NOTARY SEAL/STAMP)

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

PERIMETER

SURVEYING & MAPPING
Certificate of Authorization No. LB7264

947 Clint Moore Road
Boca Raton, Florida 33487

Tel: (561) 241-9988
Fax: (561) 241-5182

SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY)

BOAT RAMP EASEMENT ABANDONMENT

LEGAL DESCRIPTION

A BOAT RAMP EASEMENT IN THE PROPERTY, AS DESCRIBED IN OFFICIAL RECORDS BOOK 50793, PAGES 779 THROUGH 783 OF THE PUBLIC RECORDS OF BROWARD COUNTY FLORIDA, BEING A PORTION OF TRACT G-2 OF "PEMBROKE LAKES SOUTH", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 119 AT PAGE 1 OF THE SAID PUBLIC RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST ONE-QUARTER (N.E. ¼) OF SECTION 24, TOWNSHIP 51 SOUTH, RANGE 40 EAST, BROWARD COUNTY, FLORIDA; THENCE N88°29'22"W, AS A BASIS OF BEARING, ALONG THE SOUTH LINE OF SAID NORTHEAST ONE-QUARTER, A DISTANCE OF 772.82 FEET; THENCE N01°30'38"E, A DISTANCE OF 55.01 FEET TO THE SOUTHEAST CORNER OF SAID TRACT G-2A; THENCE N88°29'22"W ALONG THE SOUTH LINE OF SAID TRACT G-2 FOR A DISTANCE 584.42 FEET; THENCE N00°00'12"E ALONG THE EAST LINE OF SAID PORTION OF THE TRACT G-2 "PEMBROKE LAKES SOUTH", ACCORDING TO THE PLAT BOOK 119 PAGE 1 OF THE PUBLIC RECORDS OF BROWARD COUNTY, AS SHOWN IN OFFICIAL RECORD BOOK 46548 PAGE 1987 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA FOR A DISTANCE 16.27 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE TO THE LEFT; THENCE 83.03 FEET CONTINUING ALONG SAID EAST LINE OF SAID PORTION OF TRACT G-2, AS RECORDED IN OFFICIAL RECORD BOOK 46548 PAGE 1987, SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 106.00 FEET THROUGH A CENTRAL ANGLE OF 44°52'44"; THENCE N85°11'41"W FOR A DISTANCE OF 5.08 FEET TO THE POINT OF BEGINNING; THENCE RIGHT ALONG A NON-TANGENT ARC CONCAVE SOUTHEAST FOR A DISTANCE OF 38.42 FEET, SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 34.00 FEET THROUGH A CENTRAL ANGLE OF 64°44'45" AND A RADIAL LINE THAT BEARS N63°14'48"W; THENCE S88°30'03"E FOR A DISTANCE OF 8.48 FEET; THENCE RIGHT ALONG A TANGENT ARC CONCAVE SOUTHWEST FOR A DISTANCE OF 27.05 FEET, SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 34.00 FEET THROUGH A CENTRAL ANGLE OF 45°34'55"; THENCE S29°32'57"E FOR A DISTANCE OF 20.08 FEET; THENCE LEFT ALONG A NON-TANGENT ARC CONCAVE SOUTHEAST FOR A DISTANCE OF 11.56 FEET, SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 20.00 FEET THROUGH A CENTRAL ANGLE OF 38°00'12" AND A RADIAL LINE THAT BEARS N36°43'50"W; THENCE N86°23'14"E FOR A DISTANCE OF 9.70 FEET; THENCE N27°21'09"W FOR A DISTANCE OF 21.85 FEET; THENCE LEFT ALONG A TANGENT ARC CONCAVE SOUTHWEST FOR A DISTANCE OF 52.04 FEET, SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 54.00 FEET THROUGH A CENTRAL ANGLE OF 55°13'04"; THENCE N88°30'03"W FOR A DISTANCE OF 8.48 FEET; THENCE LEFT ALONG AN TANGENT ARC CONCAVE SOUTHEAST FOR A DISTANCE OF 46.34 FEET, SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 54.00 FEET THROUGH A CENTRAL ANGLE OF 49°10'23"; THENCE LEFT ALONG A NON-TANGENT ARC CONCAVE SOUTHWEST FOR A DISTANCE OF 23.14 FEET, SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 205.00 FEET THROUGH A CENTRAL ANGLE OF 06°28'01" AND A RADIAL LINE THAT BEARS N62°20'23"E BACK TO THE POINT OF BEGINNING.

SAID BOAT RAMP EASEMENT HAVING AN AREA OF 2,208 SQUARE FEET AND LYING IN THE CITY OF PEMBROKE PINES, BROWARD COUNTY, FLORIDA.

CERTIFICATION

I HEREBY CERTIFY THAT THE SKETCH AND DESCRIPTION SHOWN HEREON COMPLIES WITH MINIMUM TECHNICAL STANDARDS AS CONTAINED IN CHAPTER 5J-17.051, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND THAT SAID SKETCH AND DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION.


JEFF S. HOTOPP
SURVEYOR AND MAPPER
FLORIDA LICENSE NO. LS5111

Project Name:	RAINTREE	DATE:	11/19/2014
JOB NO.	13193	DWG BY:	JEK
		CK'D BY:	JSH
			SHEET 1 OF 3

PERIMETER

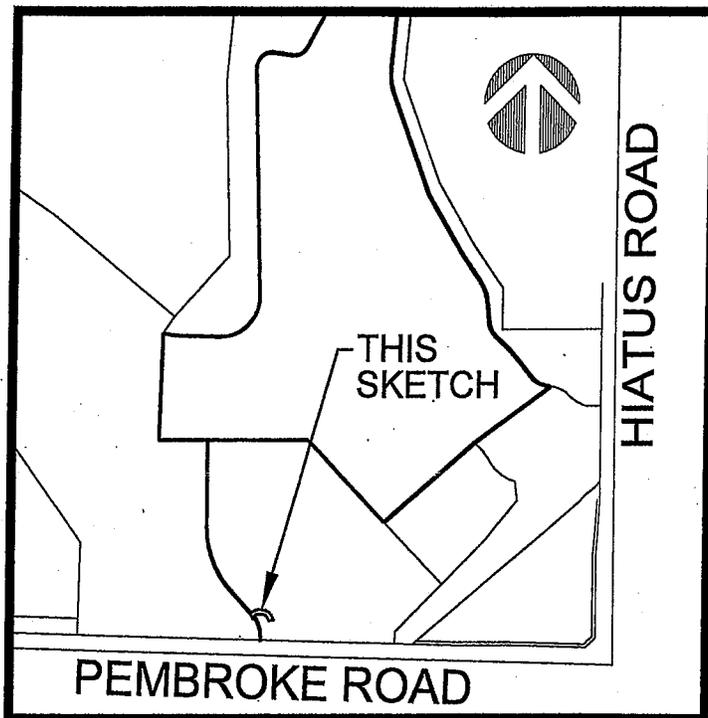
947 Clint Moore Road
Boca Raton, Florida 33487

SURVEYING & MAPPING
Certificate of Authorization No. LB7264

Tel: (561) 241-9988
Fax: (561) 241-5182

SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY)

BOAT RAMP EASEMENT ABANDONMENT



LOCATION MAP NOT TO SCALE

ABBREVIATIONS

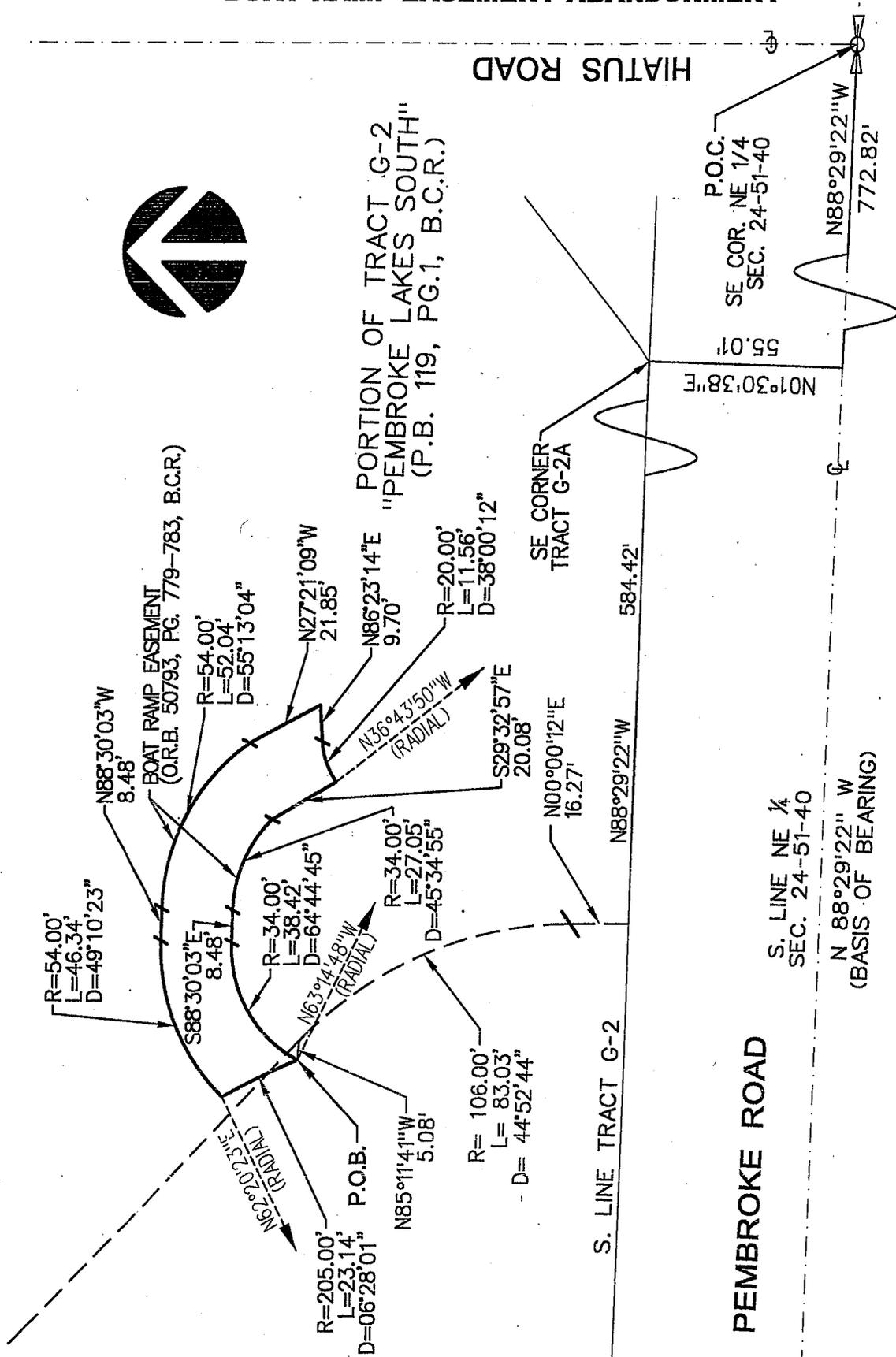
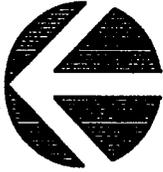
B.C.R.	=	BROWARD COUNTY RECORDS
D	=	DELTA (CENTRAL ANGLE)
L	=	ARC LENGTH
L.B.	=	LICENSED BUSINESS
L.S.	=	LICENSED SURVEYOR
O.R.B.	=	OFFICIAL RECORDS BOOK
P.B.	=	PLAT BOOK
PG.	=	PAGE
P.O.B.	=	POINT OF BEGINNING
P.O.C.	=	POINT OF COMMENCEMENT
P.S.M.	=	PROFESSIONAL SURVEYOR & MAPPER
R	=	RADIUS

NOTES

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. BEARINGS SHOWN HEREON ARE BASED ON THE RECORD PLAT WITH THE SOUTH LINE OF THE NORTHEAST ONE-QUARTER (NE $\frac{1}{4}$) OF SECTION 24-51-40, HAVING A BEARING OF NORTH $88^{\circ}29'22''$ WEST.
3. THIS IS NOT A BOUNDARY SURVEY.

Project Name:	RAINTREE	DATE:	11/19/2014
JOB NO.	13193	DWG BY:	JEK
		CK'D By:	JSH
			SHEET 2 OF 3

**SKETCH AND LEGAL DESCRIPTION
(NOT A SURVEY)
BOAT RAMP EASEMENT ABANDONMENT**



BOAT RAMP EASEMENT
(O.R.B. 50793, PG. 779-783, B.C.R.)

PORTION OF TRACT G-2
"PEMBROKE LAKES SOUTH"
(P.B. 119, PG.1, B.C.R.)

SE CORNER
TRACT G-2A

P.O.C.
SE COR. NE 1/4
SEC. 24-51-40

57.01'

N01°30'38"E

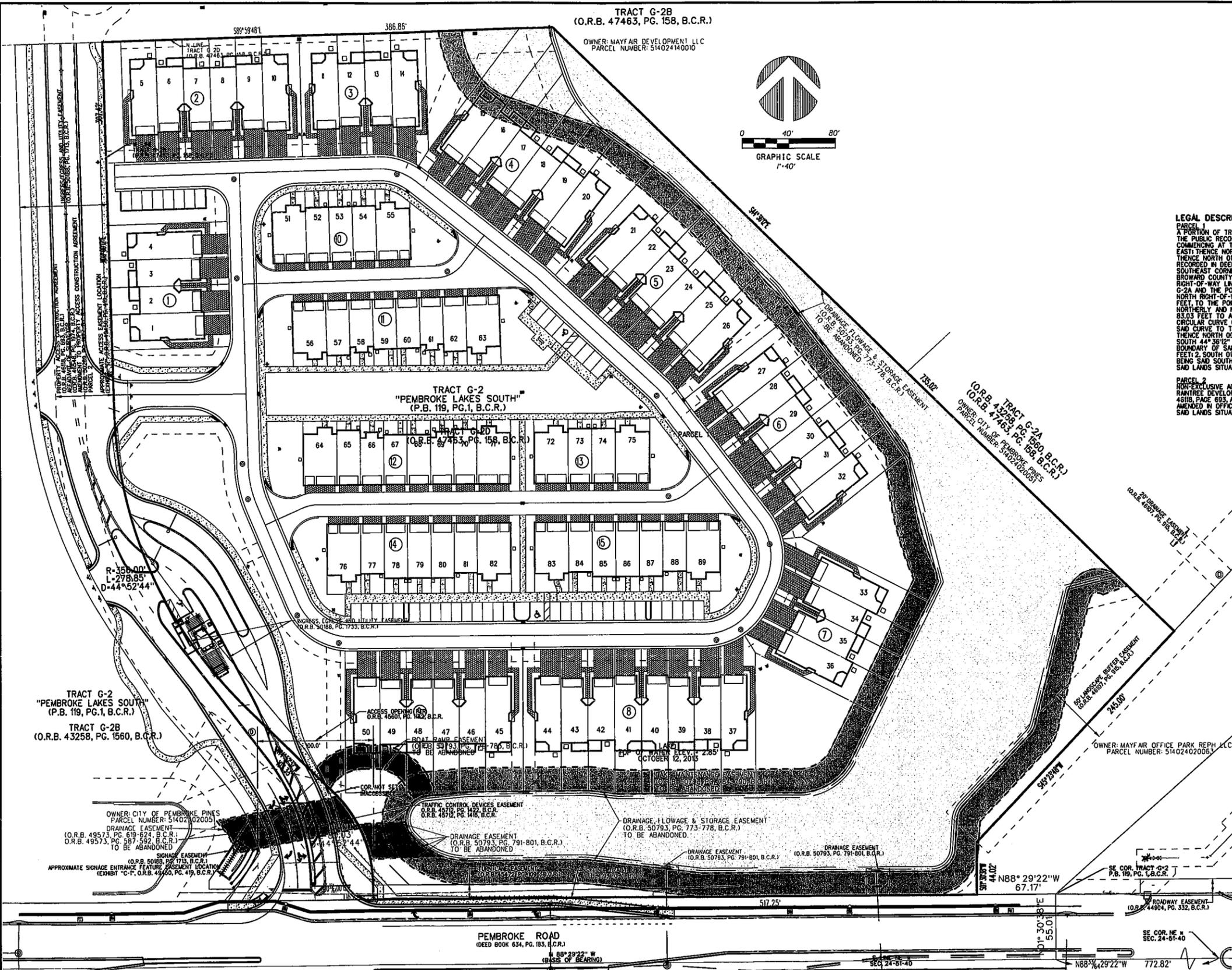
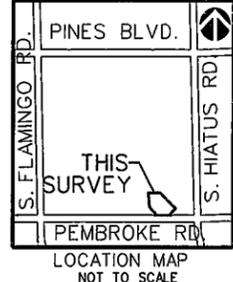
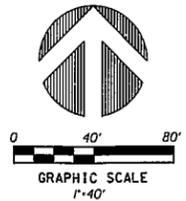
N88°29'22"W
772.82'

S. LINE NE 1/4
SEC. 24-51-40

N 88°29'22" W
(BASIS OF BEARING)

TRACT G-2B
(O.R.B. 47463, PG. 158, B.C.R.)

OWNER: MAYFAIR DEVELOPMENT LLC
PARCEL NUMBER: 51402410010



LEGAL DESCRIPTION
PARCEL 1
 A PORTION OF TRACT G-2 OF PEMBROKE LAKES SOUTH ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 16, PAGE 1, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST ONE-QUARTER SECTION 24, TOWNSHIP 51 SOUTH, RANGE 40 EAST; THENCE NORTH 88°29'22" WEST, ON THE SOUTH LINE OF SAID NORTHWEST SECTION 24, A DISTANCE OF 772.82 FEET; THENCE NORTH 0°00'00" EAST, A DISTANCE OF 25.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF PEMBROKE ROAD AS RECORDED IN DEED BOOK 634, PAGE 183, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, ALSO BEING THE SOUTHERLY MOST SOUTHEAST CORNER OF TRACT G-2A AS RECORDED IN OFFICIAL RECORDS BOOK 43258, PAGE 1560, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE NORTH 88°29'22" WEST, ALONG THE SOUTH LINE OF SAID TRACT G-2A AND SAID NORTH RIGHT-OF-WAY LINE OF PEMBROKE ROAD, A DISTANCE OF 67.17 FEET TO THE SOUTHERLY MOST SOUTHWEST CORNER OF SAID TRACT G-2A AND THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°29'22" WEST, ON THE SOUTH LINE OF SAID TRACT G-2A AND SAID NORTH RIGHT-OF-WAY LINE OF PEMBROKE ROAD, A DISTANCE OF 517.25 FEET; THENCE NORTH 0°00'00" EAST, A DISTANCE OF 62.27 FEET, TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 100.00 FEET; THENCE NORTHERLY AND NORTHWESTERLY ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 44°52'44", AN ARC DISTANCE OF 83.03 FEET TO A POINT OF TANGENCY; THENCE NORTH 44°52'32" WEST, A DISTANCE OF 407.33 FEET, TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 356.00 FEET; THENCE NORTHWESTERLY AND NORTHERLY ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 44°52'44", AN ARC DISTANCE OF 278.85 FEET TO A POINT OF TANGENCY; THENCE NORTH 0°00'00" EAST, A DISTANCE OF 307.42 FEET; THENCE SOUTH 88°59'48" EAST, A DISTANCE OF 386.88 FEET; THENCE SOUTH 44°30'12" EAST, A DISTANCE OF 735.02 FEET TO A POINT ON A NORTHWESTERLY LINE OF SAID TRACT G-2A THENCE ON THE BOUNDARY OF SAID TRACT G-2A THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1. SOUTH 45°23'48" WEST, A DISTANCE OF 245.00 FEET; 2. SOUTH 0°00'00" WEST, A DISTANCE OF 44.02 FEET TO A POINT ON SAID NORTH RIGHT-OF-WAY LINE OF PEMBROKE ROAD, ALSO BEING SAID SOUTHERLY MOST SOUTHWEST CORNER OF SAID TRACT G-2A, AND THE POINT OF BEGINNING.
 SAID LANDS SITUATE IN THE CITY OF PEMBROKE PINES, BROWARD COUNTY, FLORIDA, AND CONTAIN 10.702 ACRES, MORE OR LESS.

PARCEL 2
 NON-EXCLUSIVE ACCESS EASEMENT RIGHTS CONTAINED IN THAT PROPERTY ACCESS CONSTRUCTION AGREEMENT BY AND BETWEEN RAIN TREE DEVELOPMENT OF BROWARD, LLC, AND THE CITY OF PEMBROKE PINES, RECORDED APRIL 6, 2009 IN OFFICIAL RECORDS BOOK 4618, PAGE 693, AS AFFECTED BY THAT AFFIDAVIT OF SURVEYOR RECORDED IN OFFICIAL RECORDS BOOK 46548, PAGE 1974, AS AMENDED IN OFFICIAL RECORDS BOOK 50269, PAGE 1677, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
 SAID LANDS SITUATE IN BROWARD COUNTY, FLORIDA.

- ABBREVIATIONS**
- B.C.R. BROWARD COUNTY RECORDS
 - C.B.S. CONCRETE BLOCK STRUCTURE
 - C.L. CHAIN LINK FENCE
 - C.M.P. CORRUGATED METAL PIPE
 - D.I.P. DUCTILE IRON PIPE
 - ELEV. ELEVATION
 - R.V. RIVER
 - R.W. ROAD
 - R.R. IRON ROD AND CAP
 - L.B. LICENSED BUSINESS
 - L.S. LICENSED SURVEYOR
 - NGVD '29 NATIONAL GEODETIC VERTICAL DATUM OF 1929
 - O.R.B. OFFICIAL RECORDS BOOK
 - P.B. PLAT BOOK
 - P.O.B. POINT OF BEGINNING
 - P.O.C. POINT OF COMMENCEMENT
 - P.S.M. PROFESSIONAL SURVEYOR & MAPPER
 - SEC. SECTION
 - U.E. UTILITY EASEMENT

- LEGEND**
- ⊙ SANITARY SEWER MANHOLE
 - ⊕ STORM DRAIN MANHOLE
 - ⊞ CATCH BASIN
 - ⊠ IRRIGATION PUMP
 - ⊡ LIGHT POLE
 - ⊣ CONCRETE UTILITY POLE
 - ⊤ SINGLE POST SIGN
 - ⊥ FIRE HYDRANT
 - ⊦ WATER VALVE
 - ⊧ FIBEROPTIC CABLE HAND HOLE
 - ⊨ ELECTRIC HANDHOLE
 - ⊩ GUY WIRE ANCHOR
 - ⊪ SITE BENCHMARK
 - ⊫ SPOT ELEV. (NGVD '29)
 - ⊬ OVERHEAD WIRE
 - ⊭ NON-VEHICULAR ACCESS LINE

FLOOD INFORMATION
 COMMUNITY NUMBER: 120053
 PANEL NUMBER: 0295, 0315
 SUFFIX: F
 DATE OF FIRM INDEX: AUGUST 18, 1992
 ZONE: AH
 BASE: 7'

- LEGEND**
- ▨ BOAT RAMP EASEMENT
 - ▩ DRAINAGE EASEMENT
 - ▧ LAKE MAINTENANCE EASEMENT
 - ▦ DRAINAGE, FLOWAGE, & STORAGE EASEMENT

PERIMETER SURVEYING & MAPPING
 Certificate of Authorization No. LB7264
 947 Clint Moore Road
 Boca Raton, Florida, 33487
 Tel: (561) 241-9988
 Fax: (561) 241-5182

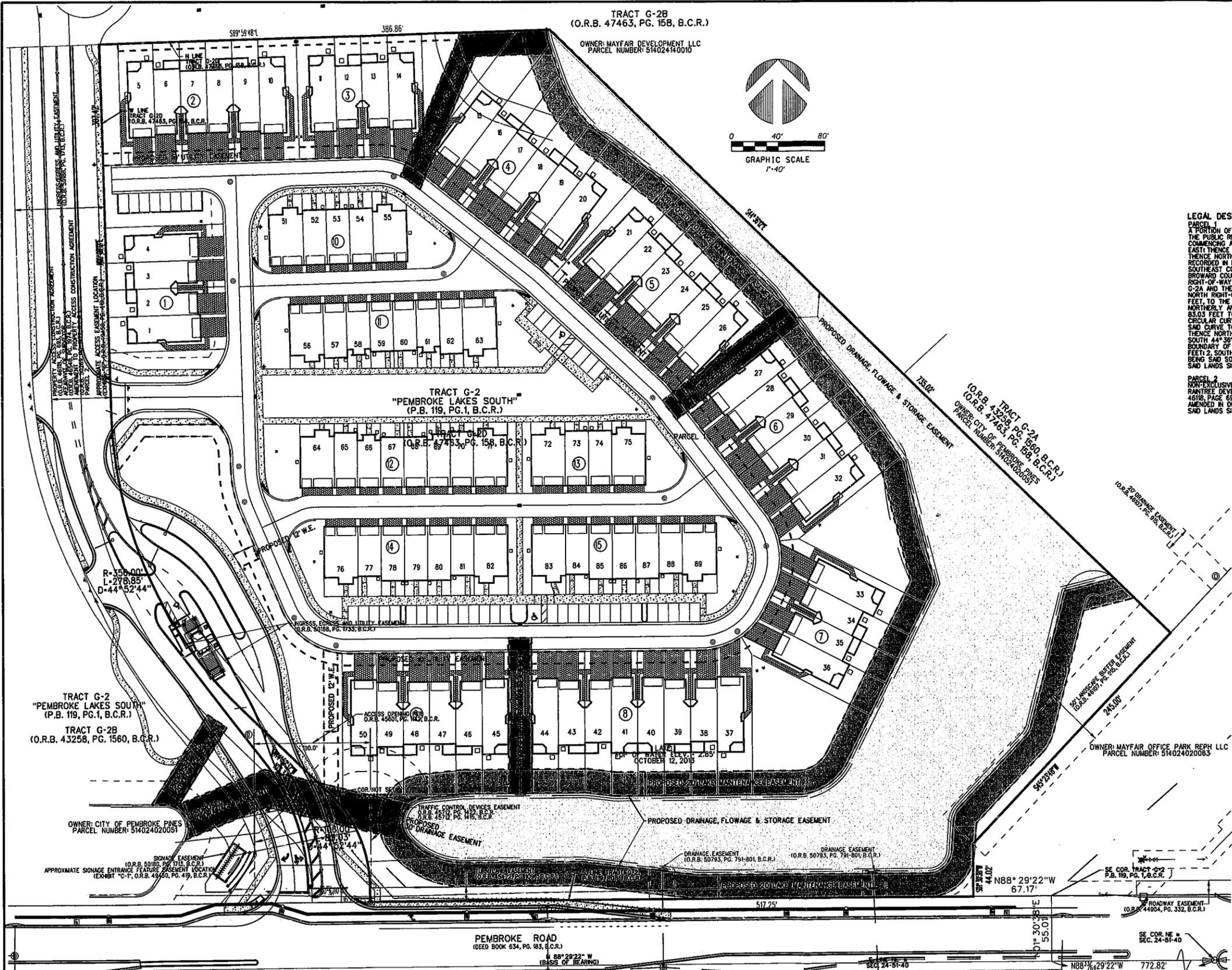
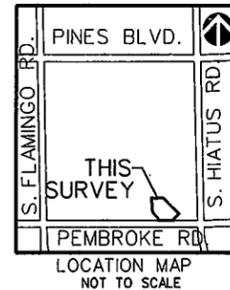
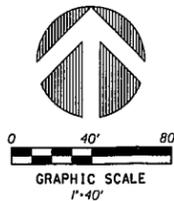
MAYFAIR TOWNHOMES (RAINTREE) ABANDONED EASEMENT EXHIBIT

NO.	DATE	BY	CK'D	REVISIONS:	FB/PG

JOB NO. 13193
 SCALE 1"=40'
 FB/PG
 DRAWN JEK
 CHECKED JSH
 SEAL SHEET 1 OF 1

TRACT G-2B
(O.R.B. 47463, PG. 158, B.C.R.)

OWNER: MAYFAIR DEVELOPMENT, LLC
PARCEL NUMBER: 514024140010



LEGAL DESCRIPTION
PARCEL 1
 A PORTION OF TRACT G-2 OF PEMBROKE LAKES SOUTH, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 119, PAGE 1, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST ONE-QUARTER SECTION 24, TOWNSHIP 51 SOUTH, RANGE 40 EAST, THENCE NORTH 88°29'22" WEST, ON THE SOUTH LINE OF SAID NORTHWEST SECTION 24, A DISTANCE OF 772.82 FEET, THENCE NORTH 01°42'38" EAST, A DISTANCE OF 85.01 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF PEMBROKE ROAD AS RECORDED IN DEED BOOK 634, PAGE 183, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, ALSO BEING THE SOUTHERLY MOST SOUTHEAST CORNER OF TRACT G-2A AS RECORDED IN OFFICIAL RECORDS BOOK 43258, PAGE 156, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, THENCE NORTH 88°29'22" WEST, ALONG THE SOUTH LINE OF SAID TRACT G-2A AND SAID NORTH RIGHT-OF-WAY LINE OF PEMBROKE ROAD, A DISTANCE OF 87.17 FEET TO THE SOUTHERLY MOST SOUTHWEST CORNER OF SAID TRACT G-2A AND THE POINT OF BEGINNING, THENCE CONTINUE NORTH 88°29'22" WEST, ON THE SOUTH LINE OF SAID TRACT G-2, AND SAID NORTH RIGHT-OF-WAY LINE OF PEMBROKE ROAD, A DISTANCE OF 57.25 FEET, THENCE NORTH 01°42'38" EAST, A DISTANCE OF 68.27 FEET, TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 106.00 FEET, THENCE NORTHERLY AND NORTHWESTERLY ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 44°52'44", AN ARC DISTANCE OF 83.03 FEET TO A POINT OF TANGENCY, THENCE NORTH 44°52'37" WEST, A DISTANCE OF 307.33 FEET, TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 356.00 FEET, THENCE NORTHWESTERLY AND NORTHERLY ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 44°52'44", AN ARC DISTANCE OF 278.85 FEET TO A POINT OF TANGENCY, THENCE NORTH 00°00'00" EAST, A DISTANCE OF 807.42 FEET, THENCE SOUTH 89°59'48" EAST, A DISTANCE OF 386.86 FEET, THENCE SOUTH 44°36'12" EAST, A DISTANCE OF 735.02 FEET TO A POINT ON A NORTHWESTERLY LINE OF SAID TRACT G-2A, THENCE ON THE BOUNDARY OF SAID TRACT G-2A THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1. SOUTH 45°23'48" WEST, A DISTANCE OF 245.00 FEET; 2. SOUTH 01°30'38" WEST, A DISTANCE OF 44.02 FEET TO A POINT ON SAID NORTH RIGHT-OF-WAY LINE OF PEMBROKE ROAD, ALSO BEING SAID SOUTHERLY MOST SOUTHWEST CORNER OF SAID TRACT G-2A, AND THE POINT OF BEGINNING. SAID LANDS SITUATE IN THE CITY OF PEMBROKE PINES, BROWARD COUNTY, FLORIDA, AND CONTAIN 10.702 ACRES, MORE OR LESS.

PARCEL 2
 NON-EXCLUSIVE ACCESS EASEMENT RIGHTS CONTAINED IN THAT PROPERTY ACCESS CONSTRUCTION AGREEMENT BY AND BETWEEN RAIN TREE DEVELOPMENT OF BROWARD, LLC, AND THE CITY OF PEMBROKE PINES, RECORDED APRIL 8, 2009 IN OFFICIAL RECORDS BOOK 4618, PAGE 685, AS AFFECTED BY THAT AFFIDAVIT OF SURVEYOR RECORDED IN OFFICIAL RECORDS BOOK 48548, PAGE 1974, AS AMENDED IN OFFICIAL RECORDS BOOK 50269, PAGE 1977, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. SAID LANDS SITUATE IN BROWARD COUNTY, FLORIDA.

ABBREVIATIONS
 B.C. BROWARD COUNTY RECORDS
 B.S. CONCRETE BLOCK STRUCTURE
 C.L.P. CHAIN LINK FENCE
 C.M.P. CORRUGATED METAL PIPE
 D.I.P. DUCTILE IRON PIPE
 ELEV. ELEVATION
 INV. INVERT
 I.R. IRON ROD
 L.I.C. IRON ROD AND CAP
 L.B. LICENSED BUSINESS
 L.S. LICENSED SURVEYOR
 NGVD '29 NATIONAL GEODETIC VERTICAL DATUM OF 1929
 O.R.B. OFFICIAL RECORDS BOOK
 P.B. PLAT BOOK
 P.G. PAGE
 P.O.B. POINT OF BEGINNING
 P.O.C. POINT OF COMMENCEMENT
 P.S.M. PROFESSIONAL SURVEYOR & MAPPER
 SEC. SECTION
 U.E. UTILITY EASEMENT

LEGEND

- ⊙ SANITARY SEWER MANHOLE
- ⊕ STORM DRAIN MANHOLE
- ⊞ CATCH BASIN
- ⊞ IRRIGATION PUMP
- ⊞ LIGHT POLE
- ⊞ CONCRETE UTILITY POLE
- ⊞ SINGLE POST SIGN
- ⊞ FIRE HYDRANT
- ⊞ WATER VALVE
- ⊞ FIBEROPTIC CABLE HAND HOLE
- ⊞ ELECTRIC HANDHOLE
- ⊞ GUY WIRE ANCHOR
- ⊙ SITE BENCHMARK
- ⊞ SPOT ELEV. (NGVD '29)
- ⊞ OVERHEAD WIRE
- ⊞ NON-VEHICULAR ACCESS LINE

FLOOD INFORMATION
 COMMUNITY NUMBER: 120055
 PANEL NUMBER: 0295, 0315
 SURFICIAL: F
 DATE OF FIRM INDEX: AUGUST 18, 1992
 ZONE: AH
 BASE: 7'

LEGEND

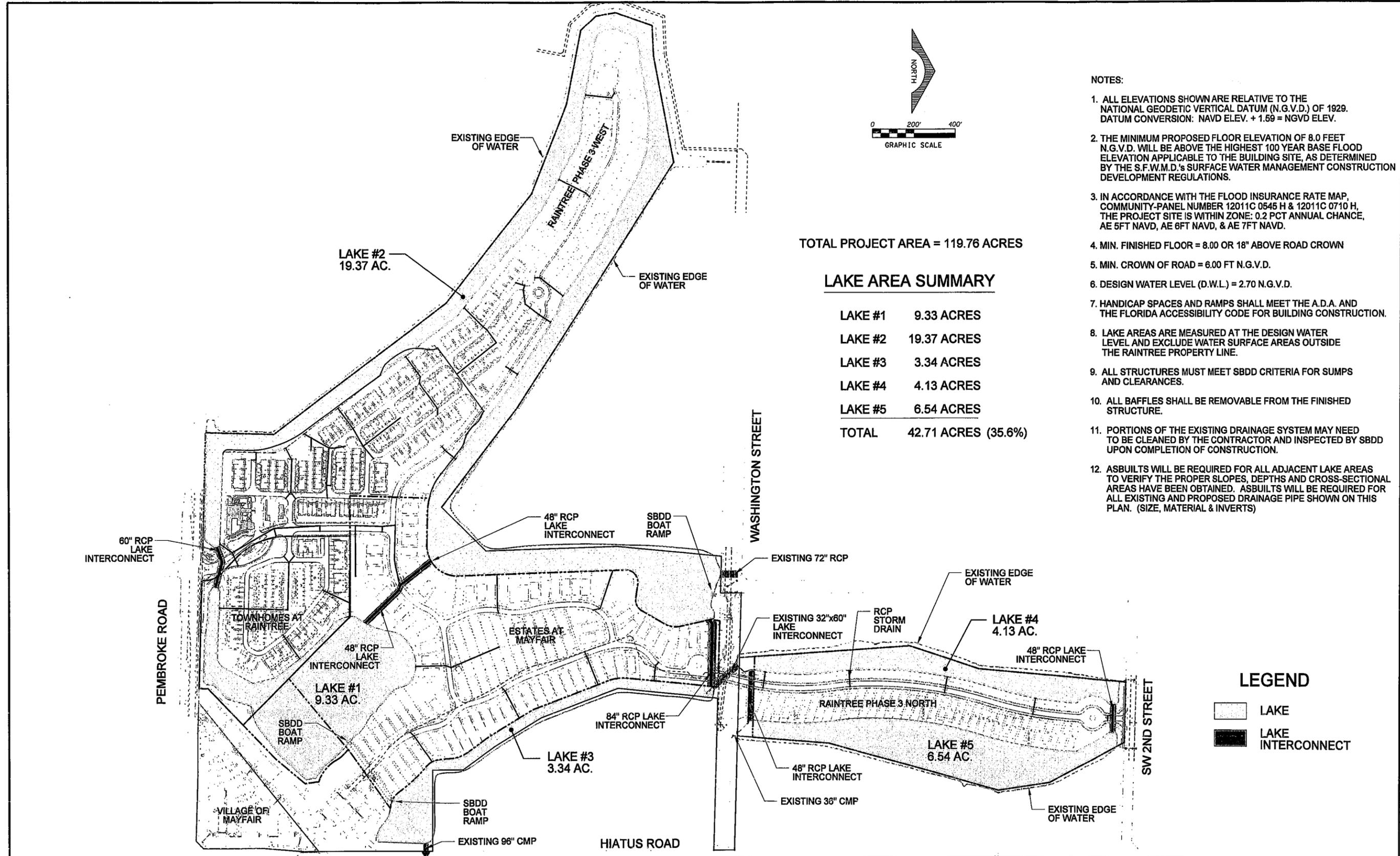
- ▨ DRAINAGE EASEMENT
- ▨ LAKE MAINTENANCE EASEMENT
- ▨ DRAINAGE, FLOWAGE, & STORAGE EASEMENT

PERIMETER SURVEYING & MAPPING
 Certificate of Authorization No. LB7264
 947 Clint Moore Road
 Boca Raton, Florida, 33487
 Tel: (561) 241-9988
 Fax: (561) 241-5182

**MAYFAIR TOWNHOMES
(RAINTREE)
NEW EASEMENT EXHIBIT**

NO.	DATE	BY	CK'D	REVISIONS:	FB/PG

JOB NO. 13193
 SCALE 1"=40'
 FB/PG
 DRAWN J.E.K.
 CHECKED J.S.H.
 SEAL SHEET OF 1



TOTAL PROJECT AREA = 119.76 ACRES

LAKE AREA SUMMARY

LAKE #1	9.33 ACRES
LAKE #2	19.37 ACRES
LAKE #3	3.34 ACRES
LAKE #4	4.13 ACRES
LAKE #5	6.54 ACRES
TOTAL	42.71 ACRES (35.6%)

NOTES:

- ALL ELEVATIONS SHOWN ARE RELATIVE TO THE NATIONAL GEODETIC VERTICAL DATUM (N.G.V.D.) OF 1929. DATUM CONVERSION: NAVD ELEV. + 1.59 = NGVD ELEV.
- THE MINIMUM PROPOSED FLOOR ELEVATION OF 8.0 FEET N.G.V.D. WILL BE ABOVE THE HIGHEST 100 YEAR BASE FLOOD ELEVATION APPLICABLE TO THE BUILDING SITE, AS DETERMINED BY THE S.F.W.M.D.'s SURFACE WATER MANAGEMENT CONSTRUCTION DEVELOPMENT REGULATIONS.
- IN ACCORDANCE WITH THE FLOOD INSURANCE RATE MAP, COMMUNITY-PANEL NUMBER 12011C 0545 H & 12011C 0710 H, THE PROJECT SITE IS WITHIN ZONE: 0.2 PCT ANNUAL CHANCE, AE 5FT NAVD, AE 6FT NAVD, & AE 7FT NAVD.
- MIN. FINISHED FLOOR = 8.00 OR 18" ABOVE ROAD CROWN
- MIN. CROWN OF ROAD = 6.00 FT N.G.V.D.
- DESIGN WATER LEVEL (D.W.L.) = 2.70 N.G.V.D.
- HANDICAP SPACES AND RAMPS SHALL MEET THE A.D.A. AND THE FLORIDA ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION.
- LAKE AREAS ARE MEASURED AT THE DESIGN WATER LEVEL AND EXCLUDE WATER SURFACE AREAS OUTSIDE THE RAINTREE PROPERTY LINE.
- ALL STRUCTURES MUST MEET SBDD CRITERIA FOR SUMPS AND CLEARANCES.
- ALL BAFFLES SHALL BE REMOVABLE FROM THE FINISHED STRUCTURE.
- PORTIONS OF THE EXISTING DRAINAGE SYSTEM MAY NEED TO BE CLEANED BY THE CONTRACTOR AND INSPECTED BY SBDD UPON COMPLETION OF CONSTRUCTION.
- ASBUILTS WILL BE REQUIRED FOR ALL ADJACENT LAKE AREAS TO VERIFY THE PROPER SLOPES, DEPTHS AND CROSS-SECTIONAL AREAS HAVE BEEN OBTAINED. ASBUILTS WILL BE REQUIRED FOR ALL EXISTING AND PROPOSED DRAINAGE PIPE SHOWN ON THIS PLAN. (SIZE, MATERIAL & INVERTS)

LEGEND

- LAKE
- LAKE INTERCONNECT

SCHNARS
ENGINEERING CORPORATION
847 Clint Moore Road
Boca Raton, Florida 33487
Certificate of Authorization #6840

CLIENT:
STANDARD PACIFIC OF FLORIDA GP, INC.
825 CORAL RIDGE DRIVE
CORAL SPRINGS, FLORIDA 33071

PROJECT:
RAINTREE
PEMBROKE PINES
FLORIDA

TASK:
MASTER WATER MANAGEMENT PLAN

ORIGINAL: OCTOBER 2015
REVISIONS:
1 _____
2 _____
3 _____
4 _____
5 _____

6	_____
7	_____
8	_____
9	_____
10	_____
11	_____
12	_____

JERRY T. SCHNARS, P.E.
Professional Engineer
Florida Registration No. 45997
FCO# 126 2860

JOB NO. 13207
DRAWN RAD
DESIGNED JTS
CHECKED JWM
O.C. JTS
SHEET 1 of 1

PREVIOUSLY RECORDED EASEMENTS

Prepared by and Return to:

South Broward Drainage District
6591 Southwest 160 Avenue
Southwest Ranches, Florida 33331

Folio No: 514024020051

**DRAINAGE EASEMENT
(Raintree Access Road Pipe Interconnect)**

THIS DRAINAGE EASEMENT is granted this 29 day of January, 2013, by **THE CITY OF PEMBROKE PINES**, whose address is 10100 Pines, Blvd., Pembroke Pines, Florida 33025, hereinafter referred to as "Grantor" to **SOUTH BROWARD DRAINAGE DISTRICT**, a political subdivision of the State of Florida, located at 6591 S.W. 160th Avenue, Southwest Ranches, Florida 33331, 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:

(1) To District, its successors and assigns, a perpetual and non-exclusive drainage easement for the construction and maintenance of drainage facilities, together with any necessary appurtenances incidental and necessary thereto, over, across and through the real property described in Exhibit AA attached hereto and made a part hereof (ADrainage Easement Area), together with free ingress and egress across said Drainage Easement Area for the purpose of constructing, maintaining and repairing the drainage system and appurtenances contained therein.

(2) Although the easement granted herein is non-exclusive, should any easements over the same property 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 Easement Area. Such approval by the District shall not be unreasonably withheld or denied.

(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) No improvements, trees, landscaping or encroachments including utilities shall be placed within the Drainage Easement Area without the approval of and a permit from the District.

(5) Grantor acknowledges that Grantor and Grantor's successors and assigns shall be responsible for construction and maintenance of all drainage facilities constructed within the Drainage Easement Area and that District shall have the right but not the obligation to maintain said drainage facilities.

(6) Grantor further acknowledges that in the event the District incurs any expenses in maintaining or repairing the drainage facilities within the Drainage Easement

Area, Grantor and Grantors 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 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 WITNESS WHEREOF, the said party of the first part 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:

CITY OF PEMBROKE PINES
Grantor

Julia Rakosky
Witness Signature

By: [Signature]
FRANK C. ORTIS

Julia Rakosky
Witness Printed Name

Patricia Atkinson
Witness Signature

PATRICIA ATKINSON
Witness Printed Name

ATTEST: [Signature] 1/29/13
JUDITH A. NEUGENT, CITY CLERK

APPROVED AS TO FORM:
[Signature]
OFFICE OF THE CITY ATTORNEY
STATE OF FLORIDA
COUNTY OF BROWARD }



The foregoing Drainage Easement was acknowledged before me this 28th day of January, 2013 by FRANK C. ORTIS as MAYOR of THE CITY OF PEMBROKE PINES, as Grantor, who is personally known to me) or has produced _____ as identification).

Witness my hand and official seal in the county and state last aforesaid this 28th day of January, 2013.
[NOTARY SEAL AND STAMP]

[Signature]
NOTARY PUBLIC:

EXHIBIT "A"
DRAINAGE EASEMENT
LEGAL DESCRIPTION
RAINTREE GOLF COURSE REDEVELOPMENT

SURVEYOR'S NOTES:

1. This is not a Boundary Survey.
2. Bearings shown hereon are based on the South line of the NE ¼ Section 24 Township 51 South Range 40 East of Broward County, State of Florida (N88°29'22"W)
3. Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.

LEGEND:

1. SEC. denotes Section.
2. POB denotes Point of Beginning
3. POC denotes Point of Commencement.
4. R/W denotes Right of Way
5. SBDD denotes South Broward Drainage District
6. ESMT. denotes Easement
7. B.C.R denotes Broward County Records
8. PB denotes Plat Book
9. PG denotes Page
10. CA denotes Central Angle

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY: that the LEGAL AND SKETCH of the Property described hereon was made under my supervision and that the LEGAL AND SKETCH meets the Minimum Technical Standards set forth by the Florida Board of Professional Land Surveyors and Mappers in Chapter 5J-17.051, Florida Administrative Code pursuant to Section 472.027, Florida Statutes. And, that the Sketch hereon is true and correct to the best of my knowledge and belief. Subject to notes and notations shown hereon. This Sketch does not represent a Land Survey.

Fernando Fernandez
Professional Surveyor and Mapper
License LS 6765, Florida
1397 W 63th St. Hialeah, FL 33012
(305) 303-9083

PAGE 1 OF 3

PREMIERE DESIGN SOLUTIONS INC.
2900 GLADES CIRCLE, SUITE 700
WESTON, FL 33327
954.237.7850
PDS@PDS-ENG.COM

PROJECT No: 12110013	DRAWN DATE: 11.03.2012	REVISION No: 1 11.07.2012
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DRAINAGE EASEMENT
RAINTREE GOLF COURSE REDEVELOPMENT

(THIS PAGE IS NOT VALID WITHOUT THE OTHER)

EXHIBIT "A"
DRAINAGE EASEMENT
LEGAL DESCRIPTION
RAINTREE GOLF COURSE REDEVELOPMENT

DRAINAGE EASEMENT LEGAL DESCRIPTION:

A strip of land 30.00 feet in width, being a portion of Tract G-2 of "PEMBROKE LAKES SOUTH", according to the plat thereof as recorded in Plat Book 119 at Page 1 of the Public Records of Broward County, Florida; Shown in the Official Record Book 46548 Page 1987 of the Public Records of Broward County, Florida; and being more particularly described as follows:

COMMENCE at Southeast corner of the Northeast $\frac{1}{4}$ of Section 24, Township 51 South, Range 40 East of Broward County, Florida; thence N88°29'22"W, as a basis of bearing, along the south line of said NE $\frac{1}{4}$ Section 24 for a distance of 772.82 feet; thence N01°30'38"E for a distance of 55.01 feet to the southeast corner of said Tract G-2, shown as G-2A in Official Record Book 43258 Page 1560 of the Public Records of Broward County, Florida; thence N88°29'22"W along the south line of said Tract G-2 for a distance 584.42 feet; thence N00°00'12"E along the east line of said portion of the Tract G-2 "PEMBROKE LAKES SOUTH", according to the Plat Book 119 Page 1 of the Public Records of Broward County, as shown in Official Record Book 46548 Page 1987 of the Public Records of Broward County, Florida; for a distance 16.27 feet to the point of curvature of a tangent curve to the left; thence 45.57 feet continuing along said east line of said portion of Tract G-2, as recorded in Official Record Book 46548 Page 1987, said curve having for its elements a radius of 106.0 feet through a central angle of 24°38'00", to the Point of Beginning; thence S80°55'01"W for a distance of 110.94 feet to the point of curvature of a non-tangent curve to the right, concave to the west, the radial line to said curve bears N87°46'49"E from the radius point; thence 24.07 feet along the arc of said non-tangent curve to the right, concave to the west, said non-tangent curve having for its elements a radius of 32.04 feet through a central angle of 43°03'12"; thence N37°27'59"W for a distance of 8.24 feet; thence N80°55'01"E for a distance of 107.14 feet to to the point of curvature of a non-tangent curve to the right, concave to the Southwest, said point being at the east line of said portion of Tract G-2, according to the Plat Book 119 Page 1 of "PEMBROKE LAKES SOUTH", as shown in Official Record Book 46548 Page 1987 of the Public Records of Broward County, Florida, the radial line to said non-tangent curve to the left, concave to the Southwest bears N47°28'41"E from the radius point; thence 33.10' along the arc of said non-tangent curve to the right, concave to the southwest, said curve having for its elements a radius of 106.00 feet through a central angle of 17°53'31," to the Point of Beginning.

Said strip of land lying in the city of Pembroke Pines, Broward County, Florida, and containing 3199 square feet more or less.

PAGE 2 OF 3

PREMIERE DESIGN SOLUTIONS INC.
2900 GLADES CIRCLE, SUITE 700
WESTON, FL 33327
954.237.7850
PDS@PDS-ENG.COM

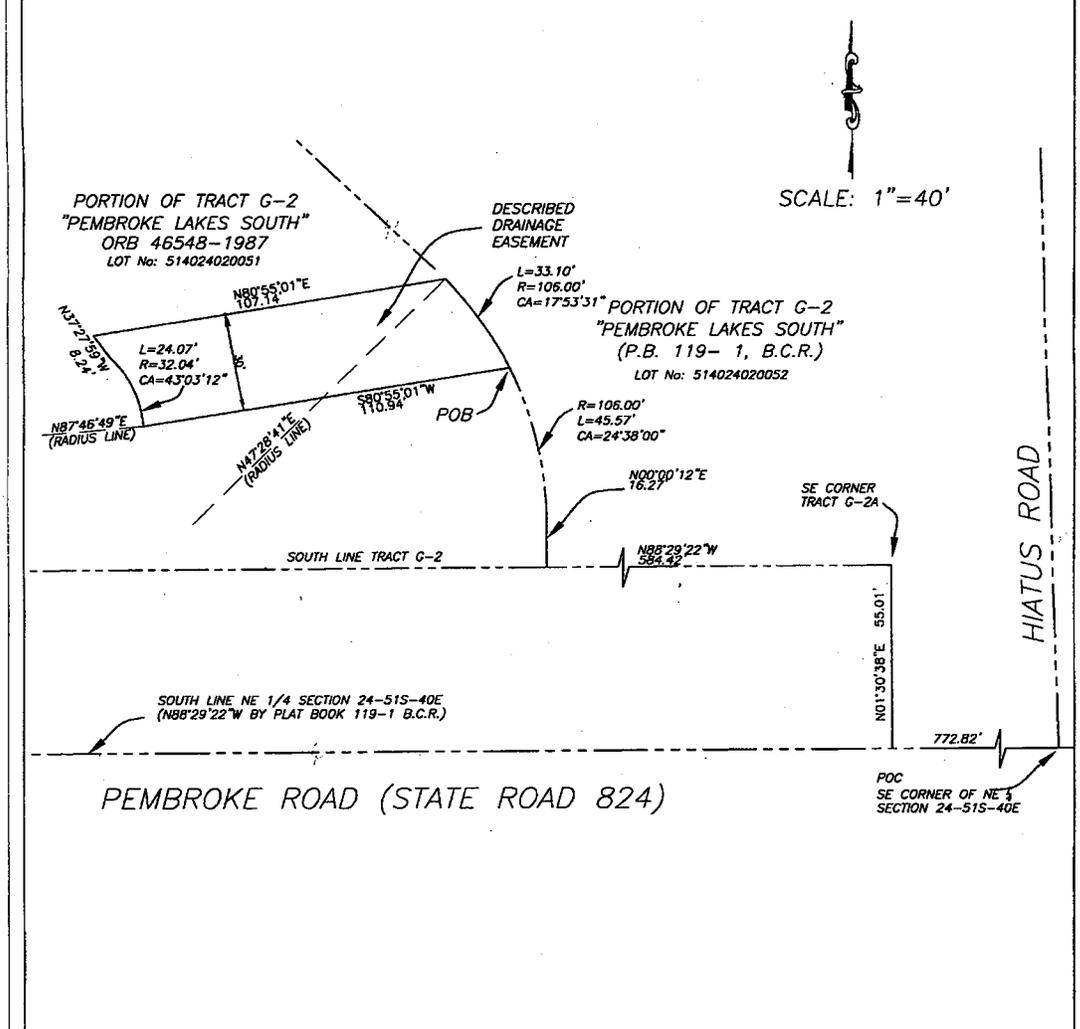
PROJECT No: 12110013	DRAWN DATE: 11.03.2012	REVISION No: 1 11.07.2012
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DRAINAGE EASEMENT
RAINTREE GOLF COURSE REDEVELOPMENT

(THIS PAGE IS NOT VALID WITHOUT THE OTHER)

EXHIBIT "A"
DRAINAGE EASEMENT
RAINTREE GOLF COURSE REDEVELOPMENT
(SKETCH TO ACCOMPANY LEGAL DESCRIPTION)

SECTION 24 TOWNSHIP 51 SOUTH RANGE 40 EAST



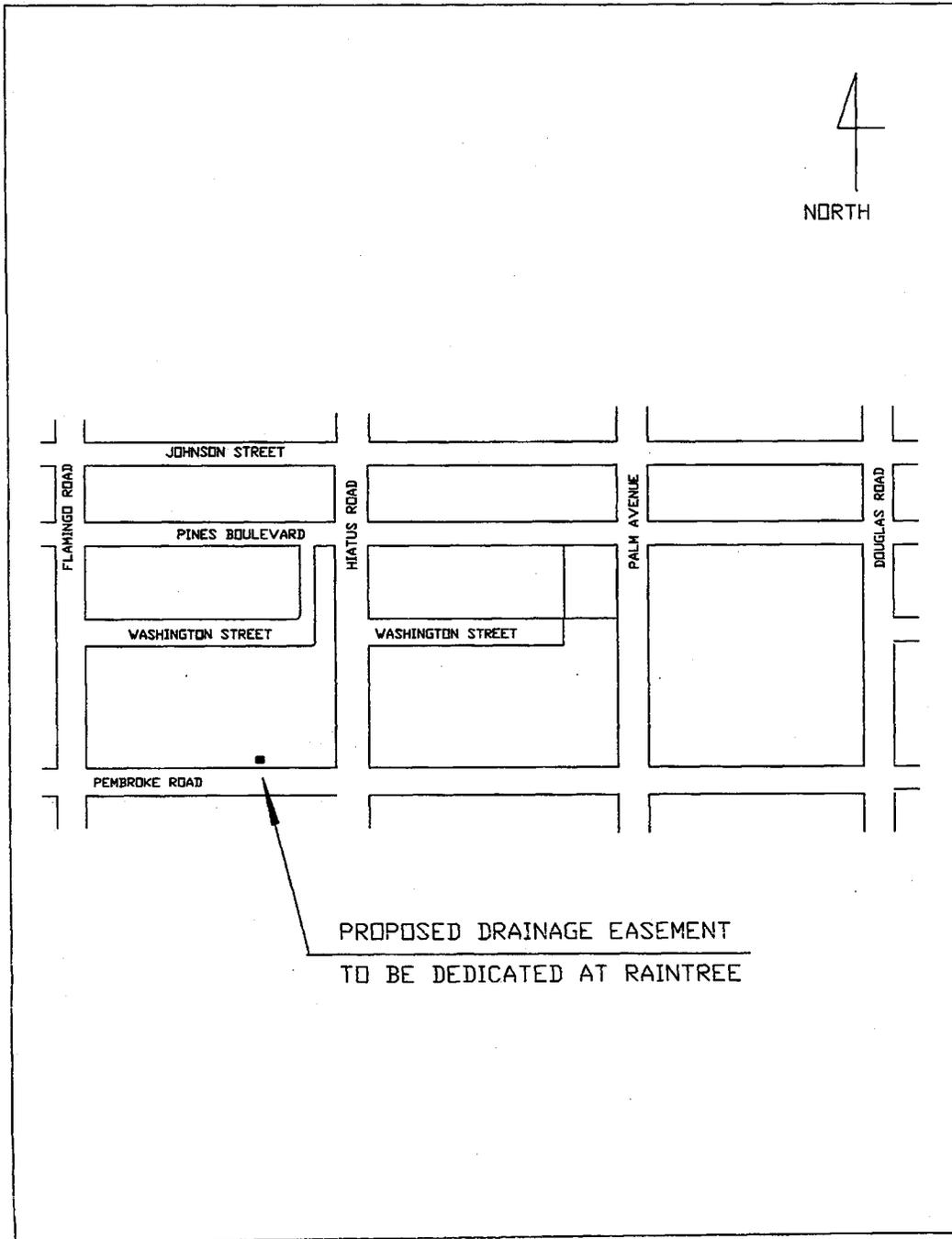
PAGE 3 OF 3

PREMIERE DESIGN SOLUTIONS INC.
2900 GLADES CIRCLE, SUITE 700
WESTON, FL 33327
954.237.7850
PDS@PDS-ENG.COM

PROJECT No: 12110013	DRAWN DATE: 11.03.2012	REVISION No: 1 11.07.2012
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DRAINAGE EASEMENT
RAINTREE GOLF COURSE REDEVELOPMENT

(THIS PAGE IS NOT VALID WITHOUT THE OTHER)



8

Prepared by and Return to:

South Broward Drainage District
6591 Southwest 160 Avenue
Southwest Ranches, Florida 33331

Folio No: 5140 2402 0052

**DRAINAGE EASEMENT
(RAINTREE GOLF COURSE REDEVELOPMENT)**

THIS DRAINAGE EASEMENT is granted this 1st day of MAY, 2014, by **STANDARD PACIFIC OF FLORIDA**, a Florida general partnership whose address is 825 Coral Ridge Drive, Coral Springs, Florida 33071, hereinafter referred to as "Grantor" to **SOUTH BROWARD DRAINAGE DISTRICT**, a political subdivision of the State of Florida, located at 6591 S.W. 160th Avenue, Southwest Ranches, Florida 33331, 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:

(1) To District, its successors and assigns, a perpetual and non-exclusive Drainage Easement for the construction and maintenance of drainage facilities, together with any necessary appurtenances incidental and necessary thereto, over, across and through the real properties described in Exhibits "A", "B" and "C" attached hereto and made a part hereof ("Drainage Easement Areas"), together with free ingress and egress across said Drainage Easement Areas for the purpose of constructing, maintaining and repairing the drainage system and appurtenances contained therein.

(2) Grantor acknowledges that the easement granted herein is non-exclusive, and should any easements over the same property be granted, subsequent to the date of this easement, the holder of any such subsequent easements shall be required to obtain approval from the District for the use of the Drainage Easement Areas.

(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) No other improvements, trees, landscaping or encroachments including utilities shall be placed within the Drainage Easement Areas without the approval of and a permit from the District.

(5) Grantor acknowledges that Grantor and Grantor's successors and assigns shall be responsible for construction and maintenance of all drainage facilities constructed within the Drainage Easement Areas and that District shall have the right but not the obligation to maintain said drainage facilities.

(6) Grantor further acknowledges that in the event the District incurs any expenses in maintaining or repairing the drainage facilities within the Drainage Easement Areas, Grantor and Grantors successors and assigns shall reimburse District

11

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 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.

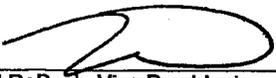
IN WITNESS WHEREOF, said Grantor has caused these presents to be signed in its name by its proper officer(s), the day and year above written.

Signed, sealed and delivered in the presence of:

"Grantor"

STANDARD PACIFIC OF FLORIDA

By: Standard Pacific of Florida GP, Inc., general partner

By: 
Michael DeBock, Vice President Land Development



Witness Signature †
MESHA BENNIE

Witness Printed Name †


Witness Signature †
Vincent Musso

Witness Printed Name †

STATE OF FLORIDA }
COUNTY OF BROWARD }S

The foregoing Drainage Easement is acknowledged before me this 1st day of MAY, 2014 by Michael DeBock, as Vice President of Land Development for Standard Pacific of Florida, who (is personally known to me) or (has produced _____ as identification).

Witness my hand and official seal in the county and state last aforesaid this 1st day of MAY, 2014.

[NOTARY SEAL AND STAMP]



NOTARY PUBLIC SIGNATURE



EXHIBIT "A"
DRAINAGE EASEMENT
LEGAL DESCRIPTION
RAINTREE GOLF COURSE REDEVELOPMENT

SURVEYOR'S NOTES:

1. This is not a Boundary Survey.
2. Bearings shown hereon are based on the South line of the NE $\frac{1}{4}$ Section 24 Township 51 South Range 40 East of Broward County, State of Florida (N88°29'22"W)
3. Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.

LEGEND:

1. SEC. denotes Section.
2. POB denotes Point of Beginning
3. POC denotes Point of Commencement.
4. R/W denotes Right of Way
5. SBDD denotes South Broward Drainage District
6. ESMT. denotes Easement
7. B.C.R denotes Broward County Records
8. PB denotes Plat Book
9. PG denotes Page
10. CA denotes Central Angle

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY: that the LEGAL AND SKETCH of the Property described hereon was made under my supervision and that the LEGAL AND SKETCH meets the Minimum Technical Standards set forth by the Florida Board of Professional Land Surveyors and Mappers in Chapter 5J-17.051, Florida Administrative Code pursuant to Section 472.027, Florida Statutes. And, that the Sketch hereon is true and correct to the best of my knowledge and belief. Subject to notes and notations shown hereon. This Sketch does not represent a Land Survey.

Fernando Fernandez
 Professional Surveyor and Mapper
 License LS 6765, Florida
 1397 W 63th St. Hialeah, FL 33012
 (305) 303-9083

PAGE 1 OF 3

PREMIERE DESIGN SOLUTIONS INC.
 2900 GLADES CIRCLE, SUITE 700
 WESTON, FL 33327
 954.237.7850
 PDS@PDS-ENG.COM

PROJECT No: 12110013	DRAWN DATE: 11.03.2012	REVISION No: 2 5.15.2013	REVISION No: 3 8.30.2013
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DRAINAGE EASEMENT
RAINTREE GOLF COURSE REDEVELOPMENT

(THIS PAGE IS NOT VALID WITHOUT THE OTHER)

EXHIBIT "A"
DRAINAGE EASEMENT
LEGAL DESCRIPTION
RAINTREE GOLF COURSE REDEVELOPMENT

DRAINAGE EASEMENT LEGAL DESCRIPTION:

A strip of land 30.00 feet in width, being a portion of Tract G-2 of "PEMBROKE LAKES SOUTH", according to the plat thereof as recorded in Plat Book 119 at Page 1 of the Public Records of Broward County, Florida and being more particularly described as follows:

COMMENCE at Southeast corner of the Northeast $\frac{1}{4}$ of Section 24, Township 51 South, Range 40 East of Broward County, Florida; thence N88°29'22"W, as a basis of bearing, along the south line of said NE $\frac{1}{4}$ Section 24 for a distance of 772.82 feet; thence N01°30'38"E for a distance of 55.01 feet to the southeast corner of said Tract G-2A; thence N88°29'22"W along the south line of said Tract G-2 for a distance 584.42 feet; thence N00°00'12"E along the west line of said portion of the Tract G-2 "PEMBROKE LAKES SOUTH", according to the Plat Book 119 Page 1 of the Public Records of Broward County, for a distance 16.27 feet to the point of curvature of a tangent curve to the left; thence continuing along the west line of said portion of Tract G-2, for a distance 17.80 feet along the arc of said tangent curve to the left, said curve having for its elements a radius of 106.00 feet through a central angle of 9°37'30" to the Point of Beginning; thence N89°42'02"E for a distance of 61.72 feet to the point of curvature of a non-tangent curve to the right, concave to the Northeast, the radial line to said point bears S15°50'23"W from the radius point; thence continue along the arc of said non-tangent curve to the right, concave to the Northeast; for a distance of 44.50 feet, said curve having for its elements a radius of 44.71 feet through a central angle of 57°01'35"; thence S89°42'02"W for a distance of 41.03 feet to the point of curvature of a non-tangent curve to the right, concave to the Southwest, said point being at the west line of said portion of the Tract G-2, according to the Plat Book 119 Page 1 of "PEMBROKE LAKES SOUTH" of the Public Records of Broward County, Florida, the radial line to said non-tangent curve to the right, concave to the Southwest bears N63°16'17"E from the radius point; thence 31.64 feet along the arc of said non-tangent curve to the right, concave to the Southwest, said non-tangent curve having for its elements a radius of 106.00 feet through a central angle of 17°06'17" to the Point of Beginning.

Said strip of land lying in the city of Pembroke Pines, Broward County, Florida, and containing 1,360 square feet more or less.

PAGE 2 OF 3

PREMIERE DESIGN SOLUTIONS INC.
 2900 GLADES CIRCLE, SUITE 700
 WESTON, FL 33327
 954.237.7850
 PDS@PDS-ENG.COM

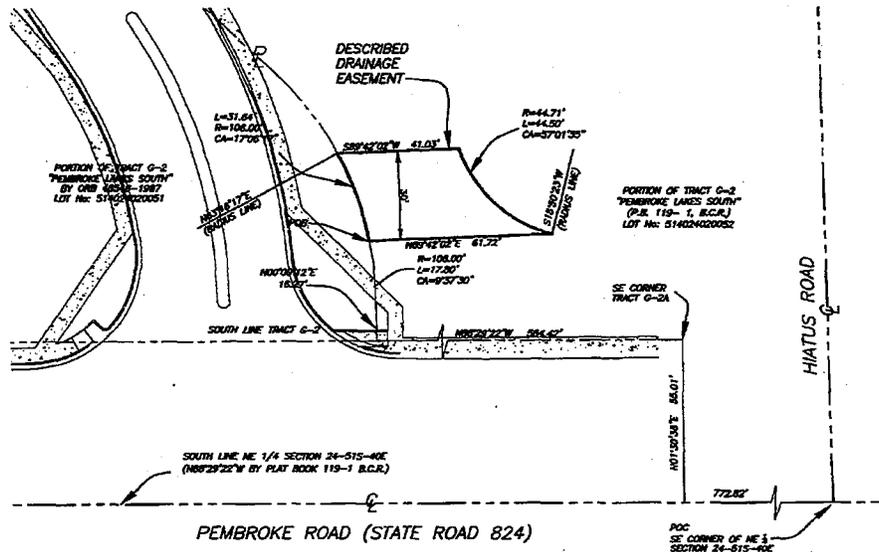
PROJECT No: 12110013	DRAWN DATE: 11.03.2012	REVISION No: 2 5.15.2013	REVISION No: 3 8.30.2013
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DRAINAGE EASEMENT
RAINTREE GOLF COURSE REDEVELOPMENT

(THIS PAGE IS NOT VALID WITHOUT THE OTHER)

EXHIBIT "A"
DRAINAGE EASEMENT
RAINTREE GOLF COURSE REDEVELOPMENT
 (SKETCH TO ACCOMPANY LEGAL DESCRIPTION)

SCALE: 1"=40'



PAGE 3 OF 3

PREMIERE DESIGN SOLUTIONS INC.
 2900 GLADES CIRCLE, SUITE 700
 WESTON, FL 33327
 954.237.7850
 PDS@PDS-ENG.COM

PROJECT No: 12110013	DRAWN DATE: 11.03.2012	REVISION No: 2 5.15.2013	REVISION No: 3 8.30.2013
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DRAINAGE EASEMENT
RAINTREE GOLF COURSE REDEVELOPMENT

(THIS PAGE IS NOT VALID WITHOUT THE OTHER)

EXHIBIT "B"
DRAINAGE EASEMENT
LEGAL DESCRIPTION
RAINTREE GOLF COURSE REDEVELOPMENT

SURVEYOR'S NOTES:

1. This is not a Boundary Survey.
2. Bearings shown hereon are based on the South line of the NE ¼ Section 24 Township 51 South Range 40 East of Broward County, State of Florida (N88°29'22"W)
3. Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.

LEGEND:

1. SEC. denotes Section.
2. POB denotes Point of Beginning
3. POC denotes Point of Commencement.
4. R/W denotes Right of Way
5. SBDD denotes South Broward Drainage District
6. ESMT. denotes Easement
7. B.C.R denotes Broward County Records
8. PB denotes Plat Book
9. PG denotes Page
10. S-T-R denotes Section, Township and Range

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY: that the LEGAL AND SKETCH of the Property described hereon was made under my supervision and that the LEGAL AND SKETCH meets the Minimum Technical Standards set forth by the Florida Board of Professional Land Surveyors and Mappers in Chapter 5J-17.051, Florida Administrative Code pursuant to Section 472.027, Florida Statutes. And, that the Sketch hereon is true and correct to the best of my knowledge and belief. Subject to notes and notations shown hereon. This Sketch does not represent a Land Survey.

Fernando Fernandez
Professional Surveyor and Mapper
License LS 6765, Florida
1397 W 63th St. Hialeah, FL 33012
(305) 303-9083

PAGE 1 OF 3

PREMIERE DESIGN SOLUTIONS INC.
2900 GLADES CIRCLE, SUITE 700
WESTON, FL 33327
954.237.7850
PDS@PDS-ENG.COM

PROJECT No: 13110002	DRAWN DATE: 07.01.2013	REVISION No: 1 8.30.2013
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DRAINAGE EASEMENT
RAINTREE GOLF COURSE REDEVELOPMENT

(THIS PAGE IS NOT VALID WITHOUT THE OTHER)

EXHIBIT "B"
DRAINAGE EASEMENT
LEGAL DESCRIPTION
RAINTREE GOLF COURSE REDEVELOPMENT

DRAINAGE EASEMENT LEGAL DESCRIPTION:

A drainage easement in the property, being a portion of Tract G-2 of "PEMBROKE LAKES SOUTH", according to the plat thereof as recorded in Plat Book 119 at Page 1 of the Public Records of Broward County, Florida and being more particularly described as follows:

COMMENCE at Southeast corner of the Northeast $\frac{1}{4}$ of Section 24, Township 51 South, Range 40 East of Broward County, Florida; thence N88°29'22"W, as a basis of bearing, along the south line of said NE $\frac{1}{4}$ Section 24 for a distance of 772.82 feet; thence N01°30'38"E for a distance of 55.01 feet; thence N88°29'22"W for a distance of 322.99 feet to the Point of Beginning; thence N01°30'11"E for a distance of 25.16 feet; thence N82°11'44"W for a distance of 21.89 feet; thence S01°30'11"W for a distance of 27.56 feet; thence S88°29'22"E for a distance of 21.76 feet back to the Point of Beginning.

Said drainage easement having an area of 527 feet square and lying in the city of Pembroke Pines, Broward County, Florida.

PAGE 2 OF 3

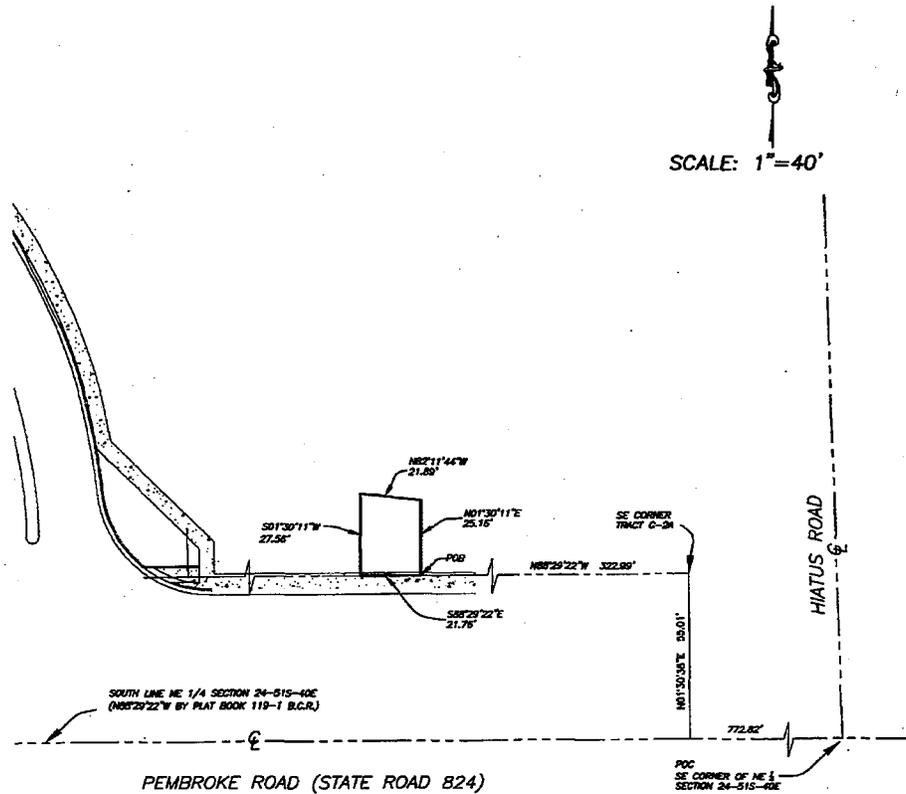
PREMIERE DESIGN SOLUTIONS INC.
 2900 GLADES CIRCLE, SUITE 700
 WESTON, FL 33327
 954.237.7850
 PDS@PDS-ENG.COM

PROJECT No: 13110002	DRAWN DATE: 07.01.2013	REVISION No: 1 8.30.2013
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DRAINAGE EASEMENT
RAINTREE GOLF COURSE REDEVELOPMENT

(THIS PAGE IS NOT VALID WITHOUT THE OTHER)

EXHIBIT "B"
 DRAINAGE EASEMENT
 LEGAL DESCRIPTION
 RAIN TREE GOLF COURSE REDEVELOPMENT
 (SKETCH TO ACCOMPANY LEGAL DESCRIPTION)



PAGE 3 OF 3

PREMIERE DESIGN SOLUTIONS INC.
 2900 GLADES CIRCLE, SUITE 700
 WESTON, FL 33327
 954.237.7850
 PDS@PDS-ENG.COM

PROJECT No: 13110002	DRAWN DATE: 07.01.2013	REVISION No: 1 8.30.2013
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DRAINAGE EASEMENT
 RAIN TREE GOLF COURSE REDEVELOPMENT

(THIS PAGE IS NOT VALID WITHOUT THE OTHER)

EXHIBIT "C"
DRAINAGE EASEMENT
LEGAL DESCRIPTION
RAINTREE GOLF COURSE REDEVELOPMENT

SURVEYOR'S NOTES:

1. This is not a Boundary Survey.
2. Bearings shown hereon are based on the South line of the NE $\frac{1}{4}$ Section 24 Township 51 South Range 40 East of Broward County, State of Florida (N88°29'22"W)
3. Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.

LEGEND:

1. SEC. denotes Section.
2. POB denotes Point of Beginning
3. POC denotes Point of Commencement.
4. R/W denotes Right of Way
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6. ESMT. denotes Easement
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8. PB denotes Plat Book
9. PG denotes Page
10. S-T-R denotes Section, Township and Range

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY: that the LEGAL AND SKETCH of the Property described hereon was made under my supervision and that the LEGAL AND SKETCH meets the Minimum Technical Standards set forth by the Florida Board of Professional Land Surveyors and Mappers in Chapter 5J-17.051, Florida Administrative Code pursuant to Section 472.027, Florida Statutes. And, that the Sketch hereon is true and correct to the best of my knowledge and belief. Subject to notes and notations shown hereon. This Sketch does not represent a Land Survey.

Fernando Fernandez
 Professional Surveyor and Mapper
 License LS 6765, Florida
 1397 W 63th St. Hialeah, FL 33012
 (305) 303-9083

PAGE 1 OF 3

PREMIERE DESIGN SOLUTIONS INC.
 2900 GLADES CIRCLE, SUITE 700
 WESTON, FL 33327
 954.237.7850
 PDS@PDS-ENG.COM

PROJECT No: 13110002	DRAWN DATE: 07.01.2013	REVISION No: 1 8.30.2013
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DRAINAGE EASEMENT
RAINTREE GOLF COURSE REDEVELOPMENT

(THIS PAGE IS NOT VALID WITHOUT THE OTHER)

EXHIBIT "C"
DRAINAGE EASEMENT
LEGAL DESCRIPTION
RAINTREE GOLF COURSE REDEVELOPMENT

DRAINAGE EASEMENT LEGAL DESCRIPTION:

A drainage easement in the property, being a portion of Tract G-2 of "PEMBROKE LAKES SOUTH", according to the plat thereof as recorded in Plat Book 119 at Page 1 of the Public Records of Broward County, Florida and being more particularly described as follows:

COMMENCE at Southeast corner of the Northeast $\frac{1}{4}$ of Section 24, Township 51 South, Range 40 East of Broward County, Florida; thence N88°29'22"W, as a basis of bearing, along the south line of said NE $\frac{1}{4}$ Section 24 for a distance of 772.82 feet; thence N01°30'38"E for a distance of 55.01 feet; thence N88°29'22"W for a distance of 142.03 feet to the Point of Beginning; thence N01°30'38"E for a distance of 22.67 feet; thence N88°29'22"W for a distance of 20.00 feet; thence S01°30'38"W for a distance of 22.67 feet; thence S88°29'22"E for a distance of 20.00 feet back to the Point of Beginning.

Said drainage easement having an area of 453 feet square and lying in the city of Pembroke Pines, Broward County, Florida.

PAGE 2 OF 3

PREMIERE DESIGN SOLUTIONS INC.
 2900 GLADES CIRCLE, SUITE 700
 WESTON, FL 33327
 954.237.7850
 PDS@PDS-ENG.COM

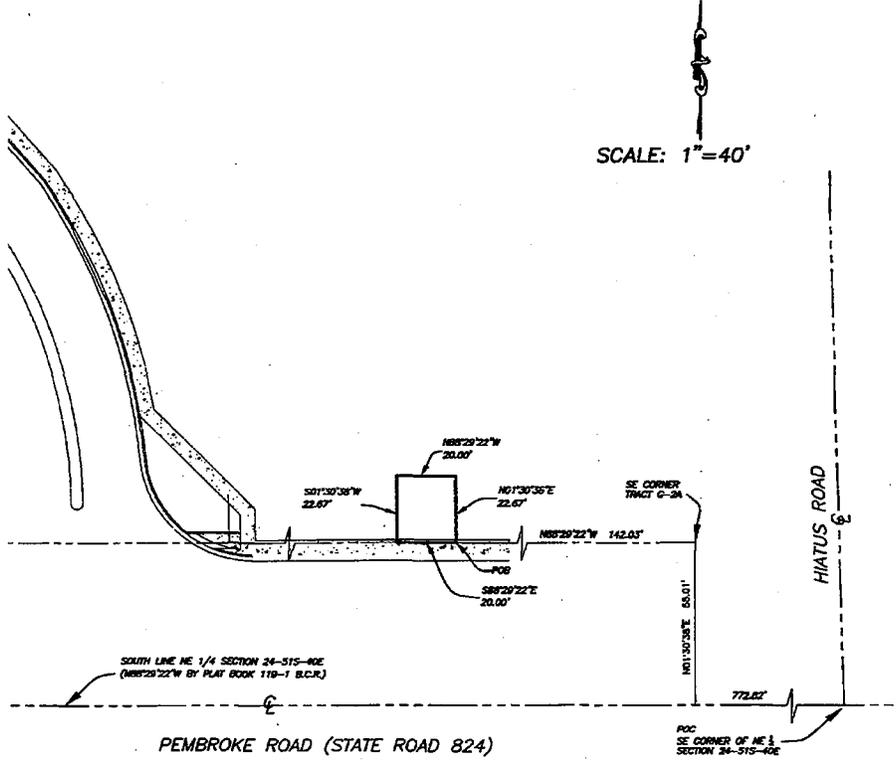
PROJECT No: 13110002	DRAWN DATE: 07.01.2013	REVISION No: 1 8.30.2013
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DRAINAGE EASEMENT
RAINTREE GOLF COURSE REDEVELOPMENT

(THIS PAGE IS NOT VALID WITHOUT THE OTHER)

EXHIBIT ¹/_C
 DRAINAGE EASEMENT
 LEGAL DESCRIPTION
 RAIN TREE GOLF COURSE REDEVELOPMENT
 (SKETCH TO ACCOMPANY LEGAL DESCRIPTION)

SCALE: 1"=40'



PAGE 3 OF 3

PREMIERE DESIGN SOLUTIONS INC.
 2900 GLADES CIRCLE, SUITE 700
 WESTON, FL 33327
 954.237.7850
 PDS@PDS-ENG.COM

PROJECT No: 13110002	DRAWN DATE: 07.01.2013	REVISION No: 1 8.30.2013
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DRAINAGE EASEMENT
 RAIN TREE GOLF COURSE REDEVELOPMENT
 (THIS PAGE IS NOT VALID WITHOUT THE OTHER)

7

Prepared By and Return To:

South Broward Drainage District
6591 S.W. 160th Avenue
Southwest Ranches, Florida 33331
(954) 680-3337

Folio No: **5140 2402 0052**

**LAKE MAINTENANCE EASEMENT
(RAINTREE GOLF COURSE REDEVELOPMENT)**

THIS LAKE MAINTENANCE EASEMENT is granted this 1st day of MAY, 2014, by **STANDARD PACIFIC OF FLORIDA**, a Florida general partnership, whose address is 825 Coral Ridge Drive, Coral Springs, Florida 33071, hereinafter referred to as "Grantor" to **SOUTH BROWARD DRAINAGE DISTRICT**, a political subdivision of the State of Florida, located at 6591 S.W. 160th Avenue, Southwest Ranches, Florida 33331, 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 in hand paid by District, the receipt whereof is hereby acknowledged, does hereby grant and convey

(1) To District, its successors and assigns, a perpetual and non-exclusive Lake Maintenance Easement for access to and maintenance of an adjacent lake or water body, together with any necessary appurtenances incidental and necessary thereto, over, across and through the real properties described in Exhibit "A" attached hereto and made a part hereof ("Lake Maintenance Easement Area"), together with free ingress and egress across said Lake Maintenance Easement Area for the purpose of constructing, maintaining and repairing the adjacent lake or water body and appurtenances contained therein.

(2) Grantor acknowledges that the easement granted to the District herein is non-exclusive, and should any easements over the same property 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.

(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) 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 the District.

(5) Grantor acknowledges that Grantor and Grantor's successors and assigns shall be responsible for construction and maintenance of all drainage facilities constructed within the Lake Maintenance Easement Area and adjacent lake or water body, and that District shall have the right but not the obligation to maintain said drainage facilities.

(6) Grantor further acknowledges that in the event the District incurs any expenses in maintaining or repairing the drainage facilities within the Lake Maintenance

7

Easement Area, Grantor and Grantors 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 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 WITNESS WHEREOF, said Grantor has caused these presents to be signed in its name by its proper officer(s), the day and year above written.

Signed, sealed and delivered in the presence of:

"Grantor"

STANDARD PACIFIC OF FLORIDA

By: Standard Pacific of Florida GP, Inc., general partner

[Signature]
Witness Signature 1
MESHA BENNIE
Witness Printed Name 1
[Signature]
Witness Signature 1
Fredrick Miso
Witness Printed Name 1

By: [Signature]
Michael DeBock, Vice President
Land Development

STATE OF FLORIDA
COUNTY OF BROWARD } S

The foregoing Lake Maintenance Easement is acknowledged before me this 1st day of MAY, 2014 by Michael DeBock, as Vice President of Land Development for Standard Pacific of Florida, who (is personally known to me) or (has produced _____ as identification).

Witness my hand and official seal in the county and state last aforesaid this 1st day of MAY, 2014.

[NOTARY SEAL AND STAMP]

[Signature]
NOTARY PUBLIC SIGNATURE

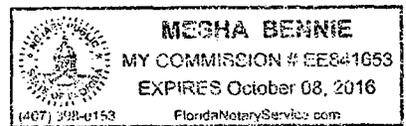


EXHIBIT "A"
LAKE MAINTENANCE EASEMENT
LEGAL DESCRIPTION
RAINTREE GOLF COURSE REDEVELOPMENT

SURVEYOR'S NOTES:

1. This is not a Boundary Survey.
2. Bearings shown hereon are based on the South line of the NE ¼ Section 24 Township 51 South Range 40 East of Broward County, State of Florida (N88°29'22"W)
3. Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.

LEGEND:

1. SEC. denotes Section.
2. POB denotes Point of Beginning
3. POC denotes Point of Commencement.
4. R/W denotes Right of Way
5. SBDD denotes South Broward Drainage District
6. ESMT. denotes Easement
7. B.C.R denotes Broward County Records
8. PB denotes Plat Book
9. PG denotes Page
10. S-T-R denotes Section, Township and Range

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY: that the LEGAL AND SKETCH of the Property described hereon was made under my supervision and that the LEGAL AND SKETCH meets the Minimum Technical Standards set forth by the Florida Board of Professional Land Surveyors and Mappers in Chapter 5J-17.051, Florida Administrative Code pursuant to Section 472.027, Florida Statutes. And, that the Sketch hereon is true and correct to the best of my knowledge and belief. Subject to notes and notations shown hereon. This Sketch does not represent a Land Survey.

Fernando Fernandez
Professional Surveyor and Mapper
License LS 6765, Florida
1397 W 63th St. Hialeah, FL 33012
(305) 303-9083

PAGE 1 OF 5

PROJECT No: 13110002	DRAWN DATE: 07.01.2013	REVISION No: 1 8.30.2013
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PREMIERE DESIGN SOLUTIONS INC.
2900 GLADES CIRCLE, SUITE 700
WESTON, FL 33327
954.237.7850
PDS@PDS-ENG.COM

LAKE MAINTENANCE EASEMENT
RAINTREE GOLF COURSE REDEVELOPMENT

(THIS PAGE IS NOT VALID WITHOUT THE OTHER)

EXHIBIT "A"
LAKE MAINTENANCE EASEMENT
LEGAL DESCRIPTION
RAINTREE GOLF COURSE REDEVELOPMENT

LAKE MAINTENANCE EASEMENT LEGAL DESCRIPTION:

A lake maintenance easement in the property, being a portion of Tract G-2 of "PEMBROKE LAKES SOUTH", according to the plat thereof as recorded in Plat Book 119 at Page 1 of the Public Records of Broward County, Florida and being more particularly described as follows:

COMMENCE at Southeast corner of the Northeast $\frac{1}{4}$ of Section 24, Township 51 South, Range 40 East of Broward County, Florida; thence N88°29'22"W, as a basis of bearing, along the south line of said NE $\frac{1}{4}$ Section 24 for a distance of 772.82 feet; thence N01°30'38"E for a distance of 55.01 feet to the southeast corner of said Tract G-2A; thence N88°29'22"W along the south line of said Tract G-2 for a distance 584.42 feet; thence N00°00'12"E along the east line of said portion of the Tract G-2 "PEMBROKE LAKES SOUTH", according to the Plat Book 119 Page 1 of the Public Records of Broward County, as shown in Official Record Book 46548 Page 1987 of the Public Records of Broward County, Florida for a distance 16.27 feet to the point of curvature of a tangent curve to the left; thence 21.58 feet continuing along said east line of said portion of Tract G-2, as recorded in Official Record Book 46548 Page 1987, said curve having for its elements a radius of 106.00 feet through a central angle of 11°39'58"; thence N78°20'24"E for a distance of 20.15 feet to the Point of Beginning; thence left along an arc concave southeast for a distance of 85.86 feet, said curve having for its elements a radius of 40.00 feet through a central angle of 122°58'55" and a radial line that bears S53°24'20"W; thence N86°23'14"E for a distance of 36.42 feet; thence S88°29'23"E for a distance of 105.88 feet; thence S81°38'49"E for a distance of 25.17 feet; thence S88°30'39"E for a distance of 154.13 feet; thence left along a tangent arc concave northwest for a distance of 33.06 feet, said curve having for its elements a radius of 30.00 feet through a central angle of 63°08'08"; thence N28°21'13"E for a distance of 159.51 feet; thence right along an arc concave northeast for a distance of 103.49 feet, said curve having for its elements a radius of 270.00 feet through a central angle of 21°57'38" and a radial line that bears S67°24'18"W; thence left along a reverse curve concave southwest for a distance of 3.31 feet, said curve having for its elements a radius of 5.00 feet through a central angle of 37°57'23"; thence N38°16'37"W for a distance of 139.88 feet; thence N44°57'18"W for a distance of 35.60 feet; thence N39°37'37"W for a distance of 74.38 feet; thence N47°40'31"W for a distance of 102.42 feet; thence left along a tangent arc concave southwest for a distance of 3.16 feet, said curve having for its elements a radius of 8.00 feet through a central angle of 22°36'57"; thence N70°17'28"W for a distance of 87.41 feet; thence right along a tangent arc concave northeast for a distance of 48.78 feet, said curve having for its elements a radius of 72.00 feet through a central angle of 38°49'15"; thence right along a tangent arc concave northeast for a distance of 48.64 feet, said curve having for its elements a radius of 106.22 feet through a central angle of 26°14'15"; thence N89°59'46"E for a distance of 20.10 feet; thence left along an arc concave northeast for a distance of 37.65 feet, said curve having for its elements a radius of 86.22 feet

continued - page 3 of 5

PAGE 2 OF 5

PREMIERE DESIGN SOLUTIONS INC.
 2900 GLADES CIRCLE, SUITE 700
 WESTON, FL 33327
 954.237.7850
 PDS@PDS-ENG.COM

PROJECT No: 13110002	DRAWN DATE: 07.01.2013	REVISION No: 1 8.30.2013
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LAKE MAINTENANCE EASEMENT
 RAIN TREE GOLF COURSE REDEVELOPMENT

(THIS PAGE IS NOT VALID WITHOUT THE OTHER)

EXHIBIT "A"
LAKE MAINTENANCE EASEMENT
LEGAL DESCRIPTION
RAINTREE GOLF COURSE REDEVELOPMENT

LAKE MAINTENANCE EASEMENT LEGAL DESCRIPTION:

through a central angle of 25°01'05" and a radial line that bears S83°32'52"W; thence left along an arc concave northeast for a distance of 35.23 feet, said curve having for its elements a radius of 52.00 feet through a central angle of 38°49'15"; thence S70°17'28"E for a distance of 87.41 feet; thence right along a tangent arc concave southwest for a distance of 11.05 feet, said curve having for its elements a radius of 28.00 feet through a central angle of 22°36'57"; thence S47°40'31"E for a distance of 103.83 feet; thence S39°37'37"E for a distance of 74.86 feet; thence S44°57'18"E for a distance of 35.83 feet; thence S38°16'37"E for a distance of 141.04 feet; thence right along a tangent arc concave southwest for a distance of 16.56 feet, said curve having for its elements a radius of 25.00 feet through a central angle of 39°13'22"; thence left along a reverse curve concave northeast for a distance of 95.82 feet, said curve having for its elements a radius of 250.00 feet through a central angle of 21°57'38"; thence right along a reverse curve concave southwest for a distance of 17.67 feet, said curve having for its elements a radius of 20.00 feet through a central angle of 50°38'06"; thence S28°21'13"W for a distance of 159.51 feet; thence right along a tangent arc concave northwest for a distance of 55.10 feet, said curve having for its elements a radius of 50.00 feet through a central angle of 63°08'08"; thence N88°30'39"W for a distance of 155.33 feet; thence N81°38'49"W for a distance of 25.18 feet; thence N88°29'23"W for a distance of 103.79 feet; thence S86°23'14"W for a distance of 35.53 feet; thence left along a tangent arc concave southeast for a distance of 42.61 feet, said curve having for its elements a radius of 20.00 feet through a central angle of 122°04'45"; thence left along a compound curve concave northeast for a distance of 56.19 feet, said curve having for its elements a radius of 65.00 feet through a central angle of 49°32'00"; thence S88°28'23"E for a distance of 100.41 feet; thence S81°38'49"E for a distance of 100.71 feet; thence S88°29'22"E for a distance of 196.92 feet; thence left along a tangent arc concave northwest for a distance of 30.08 feet, said curve having for its elements a radius of 20.00 feet through a central angle of 86°10'33"; thence N05°20'05"E for a distance of 24.31 feet; thence right along a tangent arc concave southeast for a distance of 13.98 feet, said curve having for its elements a radius of 20.00 feet through a central angle of 40°03'33"; thence N45°23'38"E for a distance of 81.61 feet; thence left along a tangent arc concave northwest for a distance of 10.30 feet, said curve having for its elements a radius of 20.03 feet through a central angle of 29°28'04"; thence N15°54'13"E for a distance of 115.64 feet; thence right along a tangent arc concave southeast for a distance of 51.46 feet, said curve having for its elements a radius of 27.10 feet through a central angle of 108°48'54"; thence S45°36'00"E for a distance of 12.01 feet; thence S72°18'52"W for a distance of 22.33 feet; thence left along an arc concave southeast for a distance of 12.86 feet, said curve having for its elements a radius of 7.10 feet through a central angle of 103°51'07" and a radial line that bears N39°54'38"E; thence S15°54'13"W for a distance of 114.43 feet; thence right along a tangent arc concave northwest for a distance of 20.59 feet, said curve having for its

continued - page 4 of 5

PAGE 3 OF 5

PREMIERE DESIGN SOLUTIONS INC.
 2900 GLADES CIRCLE, SUITE 700
 WESTON, FL 33327
 854.237.7850
 PDS@PDS-ENG.COM

PROJECT No: 13110002	DRAWN DATE: 07.01.2013	REVISION No: 1 8.30.2013
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LAKE MAINTENANCE EASEMENT
 RRAINTREE GOLF COURSE REDEVELOPMENT

(THIS PAGE IS NOT VALID WITHOUT THE OTHER)

EXHIBIT "A"
LAKE MAINTENANCE EASEMENT
LEGAL DESCRIPTION
RAINTREE GOLF COURSE REDEVELOPMENT

LAKE MAINTENANCE EASEMENT LEGAL DESCRIPTION:

elements a radius of 40.03 feet through a central angle of 29°28'04"; thence S45°23'38"W for a distance of 81.61 feet; thence S05°20'05"W for a distance of 24.31 feet; thence right along a tangent arc concave northwest for a distance of 60.16 feet, said curve having for its elements a radius of 40.00 feet through a central angle of 86°10'33"; thence N88°29'22"W for a distance of 198.12 feet; thence N81°38'49"W for a distance of 100.71 feet; thence N88°29'23"W for a distance of 99.21 feet; thence right along a tangent arc concave northeast for a distance of 73.99 feet, said curve having for its elements a radius of 85.00 feet through a central angle of 49°52'37", back to the Point of Beginning;

Said lake maintenance easement having an area of 40,651 feet square and lying in the city of Pembroke Pines, Broward County, Florida.

PAGE 4 OF 5

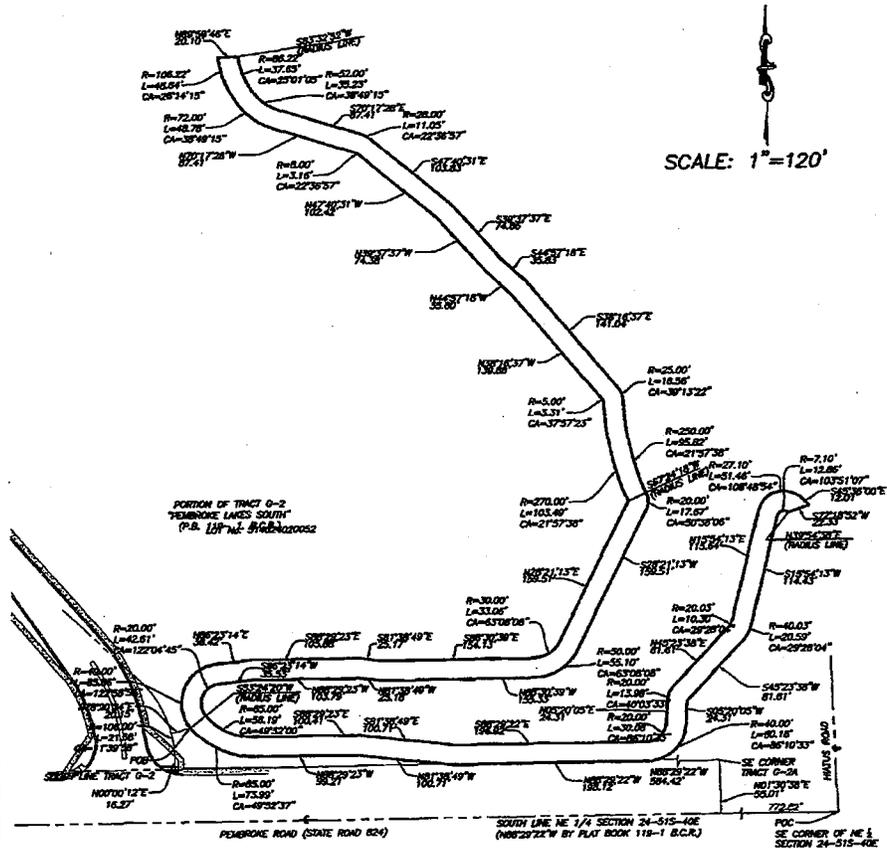
PREMIERE DESIGN SOLUTIONS INC.
 2900 GLADES CIRCLE, SUITE 700
 WESTON, FL 33327
 954.237.7850
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PROJECT No: 13110002	DRAWN DATE: 07.01.2013	REVISION No: 1 8.30.2013
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LAKE MAINTENANCE EASEMENT
RAINTREE GOLF COURSE REDEVELOPMENT

(THIS PAGE IS NOT VALID WITHOUT THE OTHER)

EXHIBIT "A"
 LAKE MAINTENANCE EASEMENT
 LEGAL DESCRIPTION
 RAINTREE GOLF COURSE REDEVELOPMENT
 (SKETCH TO ACCOMPANY LEGAL DESCRIPTION)



SCALE: 1"=120'

PAGE 5 OF 5

PREMIERE DESIGN SOLUTIONS INC.
 2900 GLADES CIRCLE, SUITE 700
 WESTON, FL 33327
 954.237.7850
 PDS@PDS-ENG.COM

PROJECT No: 13110002	DRAWN DATE: 07.01.2013	REVISION No: 1 8.30.2013
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LAKE MAINTENANCE EASEMENT
 RAINTREE GOLF COURSE REDEVELOPMENT

(THIS PAGE IS NOT VALID WITHOUT THE OTHER)

5

Prepared By and Return To:

South Broward Drainage District
6591 S.W. 160th Ave.
Southwest Ranches, FL 33331

Folio N^o 5140 2402 0052

**DRAINAGE, FLOWAGE AND STORAGE EASEMENT
(RAINTREE GOLF COURSE REDEVELOPMENT)**

THIS DRAINAGE, FLOWAGE AND STORAGE EASEMENT is granted this 1st day of MAY, 2014, by **STANDARD PACIFIC OF FLORIDA**, a Florida general partnership, whose address is 825 Coral Ridge Drive, Coral Springs, Florida 33071, hereinafter referred to as "Grantor", to **SOUTH BROWARD DRAINAGE DISTRICT**, a political subdivision of the State of Florida, located at 6591 Southwest 160th Avenue, Southwest Ranches, Florida 33331, 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 in hand paid by District, the receipt whereof is hereby acknowledged, does hereby grant and convey

(1) To District, its successors and assigns, a perpetual and exclusive Drainage, Flowage and Storage Easement ("Easement") for the construction and maintenance of the lake system at the Raintree Golf Course Redevelopment for flowage and storage of stormwater together with any necessary appurtenances incidental and necessary thereto, over, across and through the real property described in Exhibit "A" attached hereto and made a part hereof ("Drainage, Flowage and Storage Easement Area"), together with free ingress, egress and regress across said Drainage, Flowage and Storage Easement Area for the purpose of constructing, maintaining and repairing the drainage system and appurtenances contained therein.

(2) Grantor acknowledges that the Easement granted herein to the District is exclusive, and should any easements over the same property 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.

(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) No improvements shall be placed within the Drainage, Flowage and Storage Easement Area without the approval of and a permit from the District.

(5) Grantor acknowledges that Grantor and Grantor's successors and assigns shall be responsible for construction and maintenance of the lakes constructed within the Drainage, Flowage and Storage Easement Area and that District shall have the right but not the obligation to maintain said area.

(6) Grantor further acknowledges that in the event the District incurs any expenses in maintaining or repairing the lakes 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 and Grantor's successors and assigns at least five (5) working days prior to

6

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

Signed, sealed and delivered in the presence of:

"Grantor"

STANDARD PACIFIC OF FLORIDA

By: Standard Pacific of Florida GP, Inc., general partner

By: Michael DeBock, Vice President Land Development

Witness Signature: [Signature]
Witness Printed Name: John L. ...
Witness Signature: [Signature]
Witness Printed Name: Liza Bido

STATE OF Florida)
COUNTY OF Broward)s

The foregoing Drainage, Flowage and Storage Easement is acknowledged before me this 1st day of May, 2014 by Michael DeBock, as Vice President of Land Development for Standard Pacific of Florida, who (✓) is personally known to me or (□) has produced _____ as identification).

Witness my hand and official seal in the county and state last aforesaid this 1st day of May, 2014.

[NOTARY SEAL AND STAMP]

[Signature]
NOTARY PUBLIC SIGNATURE



EXHIBIT "A"
DRAINAGE, FLOWAGE, AND STORAGE EASEMENT
LEGAL DESCRIPTION
RAINTREE GOLF COURSE REDEVELOPMENT

SURVEYOR'S NOTES:

1. This is not a Boundary Survey.
2. Bearings shown hereon are based on the South line of the NE $\frac{1}{4}$ Section 24 Township 51 South Range 40 East of Broward County, State of Florida (N88°29'22"W)
3. Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.

LEGEND:

1. SEC. denotes Section.
2. POB denotes Point of Beginning
3. POC denotes Point of Commencement.
4. R/W denotes Right of Way
5. SBDD denotes South Broward Drainage District
6. ESMT. denotes Easement
7. B.C.R denotes Broward County Records
8. PB denotes Plat Book
9. PG denotes Page
10. S-T-R denotes Section, Township and Range

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY: that the LEGAL AND SKETCH of the Property described hereon was made under my supervision and that the LEGAL AND SKETCH meets the Minimum Technical Standards set forth by the Florida Board of Professional Land Surveyors and Mappers in Chapter 5J-17.051, Florida Administrative Code pursuant to Section 472.027, Florida Statutes. And, that the Sketch hereon is true and correct to the best of my knowledge and belief. Subject to notes and notations shown hereon. This Sketch does not represent a Land Survey.

Fernando Fernandez
 Professional Surveyor and Mapper
 License LS 6765, Florida
 1397 W 63th St. Hialeah, FL 33012
 (305) 303-9083

PAGE 1 OF 4

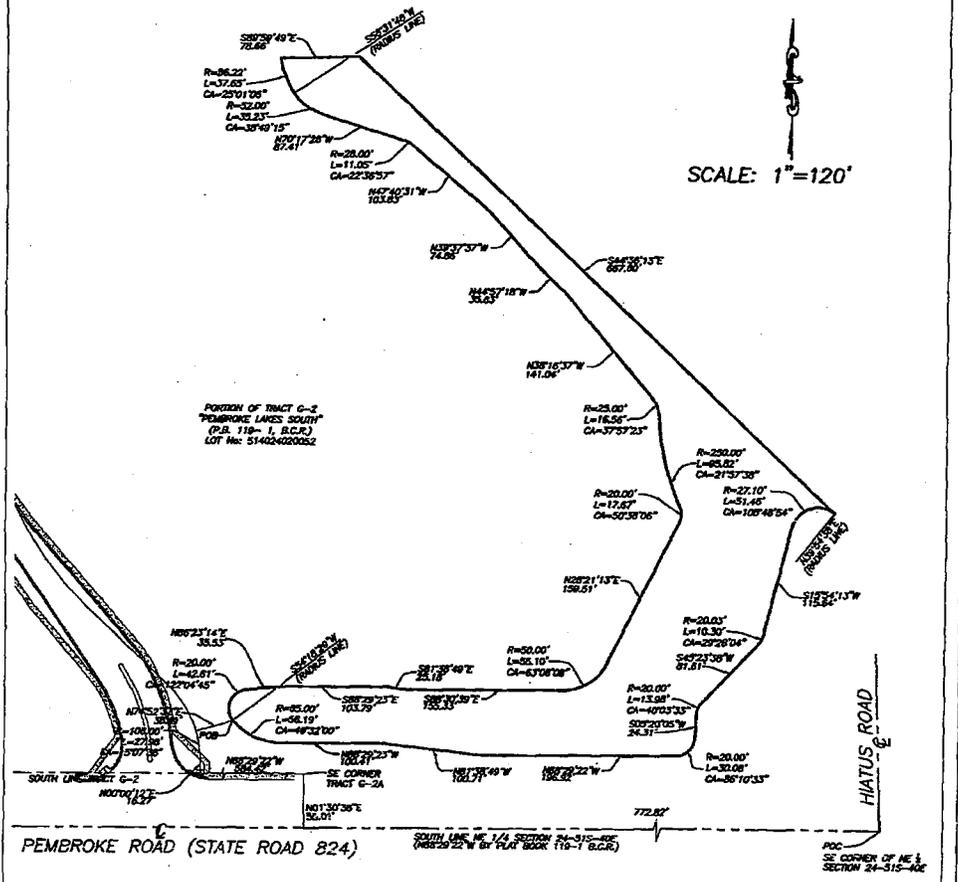
PREMIERE DESIGN SOLUTIONS INC.
 2900 GLADES CIRCLE, SUITE 700
 WESTON, FL 33327
 954.237.7830
 PDS@PDS-ENG.COM

PROJECT No: 13110002	DRAWN DATE: 07.01.2013	REVISION No: 1 8.30.2013
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DRAINAGE, FLOWAGE, AND STORAGE EASEMENT
RAINTREE GOLF COURSE REDEVELOPMENT

(THIS PAGE IS NOT VALID WITHOUT THE OTHER)

EXHIBIT "A"
DRAINAGE, FLOWAGE, AND STORAGE EASEMENT
LEGAL DESCRIPTION
RAINTREE GOLF COURSE REDEVELOPMENT
 (SKETCH TO ACCOMPANY LEGAL DESCRIPTION)



PAGE 4 OF 4

PREMIERE DESIGN SOLUTIONS INC. 2900 GLADES CIRCLE, SUITE 700 WESTON, FL 33327 954.237.7850 PDS@PDS-ENG.COM	PROJECT No: 13110002	DRAWN DATE: 07.01.2013	REVISION No: 1 8.30.2013
	DRAINAGE, FLOWAGE, AND STORAGE EASEMENT RRAINTREE GOLF COURSE REDEVELOPMENT		
	(THIS PAGE IS NOT VALID WITHOUT THE OTHER)		

4

Prepared by and Return to:

South Broward Drainage District
6591 Southwest 160 Avenue
Southwest Ranches, Florida 33331

Folio No: 5140 2402 0052

**BOAT RAMP/LAKE ACCESS EASEMENT
(RAINTREE GOLF COURSE REDEVELOPMENT)**

THIS BOAT RAMP/LAKE ACCESS EASEMENT is granted this 1st day of May, 2014, by **STANDARD PACIFIC OF FLORIDA, a Florida general partnership**, whose address is 825 Coral Ridge Drive, Coral Springs, Florida 33071, hereinafter referred to as "Grantor" to **SOUTH BROWARD DRAINAGE DISTRICT**, a political subdivision of the State of Florida, located at 6591 S.W. 160th Avenue, Southwest Ranches, Florida 33331, 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 in hand paid by District receipt whereof is hereby acknowledged, does hereby grant and convey:

(1) To District, its successors and assigns, a perpetual and exclusive Boat Ramp/Lake Access Easement for the construction and maintenance of a boat ramp and for access to an adjacent lake/water body, together with any necessary appurtenances incidental and necessary thereto, over, across and through the real properties described in Exhibit "A" attached hereto and made part hereof ("Boat Ramp/Lake Access Easement Area"), together with free ingress and egress across said Boat Ramp/Lake Access Easement Area for the purpose of constructing, maintaining and repairing the boat ramp and appurtenances contained therein.

(2) Grantor acknowledges that the easement granted to the District herein is exclusive, and should any easements over the same property 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 Boat Ramp/Lake Access Easement Area.

(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) No improvements, trees, landscaping or encroachments including utilities shall be placed within the Boat Ramp/Lake Access Easement Area without the approval of and a permit from the District.

(5) Grantor acknowledges that Grantor and Grantor's successors and assigns shall be responsible for construction and maintenance of all drainage facilities constructed within the Boat Ramp/Lake Access Easement Area and that District shall have the right but not the obligation to maintain said drainage facilities.

(6) Grantor further acknowledges that in the event the District incurs any expenses in maintaining or repairing the drainage facilities within the Boat Ramp/Lake Access Easement Area, Grantor and Grantors 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

5

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

Signed, sealed and delivered in the presence of:

[Signature]
Witness Signature †
MESHA BENNIE
Witness Printed Name †
[Signature]
Witness Signature †
Vincent Musso
Witness Printed Name †

"Grantor"
STANDARD PACIFIC OF FLORIDA
By: Standard Pacific of Florida GP, Inc.,
general partner
By: [Signature]
Michael DeBock, Vice President
Land Development

STATE OF FLORIDA }
COUNTY OF BROWARD } §

The foregoing Boat Ramp Easement is acknowledged before me this 1st day of MAY, 2014 by Michael DeBock, as Vice President of Land Development for Standard Pacific of Florida, who (is personally known to me) or (has produced _____ as identification).

Witness my hand and official seal in the county and state last aforesaid this 1st day of MAY, 2014.

[NOTARY SEAL AND STAMP]

[Signature]
NOTARY PUBLIC SIGNATURE



EXHIBIT "A"
BOAT RAMP EASEMENT
LEGAL DESCRIPTION
RAINTREE GOLF COURSE REDEVELOPMENT

SURVEYOR'S NOTES:

1. This is not a Boundary Survey.
2. Bearings shown hereon are based on the South line of the NE ¼ Section 24 Township 51 South Range 40 East of Broward County, State of Florida (N88°29'22"W)
3. Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.

LEGEND:

1. SEC. denotes Section.
2. POB denotes Point of Beginning
3. POC denotes Point of Commencement.
4. R/W denotes Right of Way
5. SBDD denotes South Broward Drainage District
6. ESMT. denotes Easement
7. B.C.R denotes Broward County Records
8. PB denotes Plat Book
9. PG denotes Page
10. S-T-R denotes Section, Township and Range

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY: that the LEGAL AND SKETCH of the Property described hereon was made under my supervision and that the LEGAL AND SKETCH meets the Minimum Technical Standards set forth by the Florida Board of Professional Land Surveyors and Mappers in Chapter 5J-17.051, Florida Administrative Code pursuant to Section 472.027, Florida Statutes. And, that the Sketch hereon is true and correct to the best of my knowledge and belief. Subject to notes and notations shown hereon. This Sketch does not represent a Land Survey.

Fernando Fernandez
Professional Surveyor and Mapper
License LS 6765, Florida
1397 W 63th St. Hialeah, FL 33012
(305) 303-9083

PAGE 1 OF 3

PREMIERE DESIGN SOLUTIONS INC.
2900 GLADES CIRCLE, SUITE 700
WESTON, FL 33327
954.237.7850
PDS@PDS-ENG.COM

PROJECT No: 13110002	DRAWN DATE: 07.01.2013	REVISION No: 1 8.30.2013
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BOAT RAMP EASEMENT
RAINTREE GOLF COURSE REDEVELOPMENT

(THIS PAGE IS NOT VALID WITHOUT THE OTHER)

EXHIBIT "A"
BOAT RAMP EASEMENT
LEGAL DESCRIPTION
RAINTREE GOLF COURSE REDEVELOPMENT

BOAT RAMP EASEMENT LEGAL DESCRIPTION:

A boat ramp easement in the property, being a portion of Tract G-2 of "PEMBROKE LAKES SOUTH", according to the plat thereof as recorded in Plat Book 119 at Page 1 of the Public Records of Broward County, Florida and being more particularly described as follows:

COMMENCE at Southeast corner of the Northeast $\frac{1}{4}$ of Section 24, Township 51 South, Range 40 East of Broward County, Florida; thence N88°29'22"W, as a basis of bearing, along the south line of said NE $\frac{1}{4}$ Section 24 for a distance of 772.82 feet; thence N01°30'38"E for a distance of 55.01 feet to the southeast corner of said Tract G-2A; thence N88°29'22"W along the south line of said Tract G-2 for a distance 584.42 feet; thence N00°00'12"E along the east line of said portion of the Tract G-2 "PEMBROKE LAKES SOUTH", according to the Plat Book 119 Page 1 of the Public Records of Broward County, as shown in Official Record Book 46548 Page 1987 of the Public Records of Broward County, Florida for a distance 16.27 feet to the point of curvature of a tangent curve to the left; thence 83.03 feet continuing along said east line of said portion of Tract G-2, as recorded in Official Record Book 46548 Page 1987, said curve having for its elements a radius of 106.00 feet through a central angle of 44°52'44"; thence N85°11'41"E for a distance of 5.08 feet to the Point of Beginning; thence right along a non-tangent arc concave southeast for a distance of 38.42 feet, said curve having for its elements a radius of 34.00 feet through a central angle of 64°44'45" and a radial line that bears N63°14'48"W; thence S88°30'03"E for a distance of 8.48 feet; thence right along a tangent arc concave southwest for a distance of 27.05 feet, said curve having for its elements a radius of 34.00 feet through a central angle of 45°34'55"; thence S29°32'57"E for a distance of 20.08 feet; thence left along a non-tangent arc concave southeast for a distance of 11.56 feet, said curve having for its elements a radius of 20.00 feet through a central angle of 38°00'12" and a radial line that bears N36°43'50"W; thence N86°23'14"E for a distance of 9.70 feet; thence N27°21'09"W for a distance of 21.85 feet; thence left along a tangent arc concave southwest for a distance 52.04 feet, said curve having for its elements a radius of 54.00 feet through a central angle of 55°13'04"; thence N88°30'03"W for a distance of 8.48 feet; thence left along an tangent arc concave southeast for a distance of 46.34 feet, said curve having for its elements a radius of 54.00 feet through a central angle of 49°10'23"; thence left along a non-tangent arc concave southeast for a distance of 23.14 feet, said curve having for its elements a radius of 205.00 feet through a central angle of 06°28'01" and a radial line that bears N62°20'23"E back to the Point of Beginning.

Said boat ramp easement having an area of 2,208 square feet and lying in the city of Pembroke Pines, Broward County, Florida.

PAGE 2 OF 3

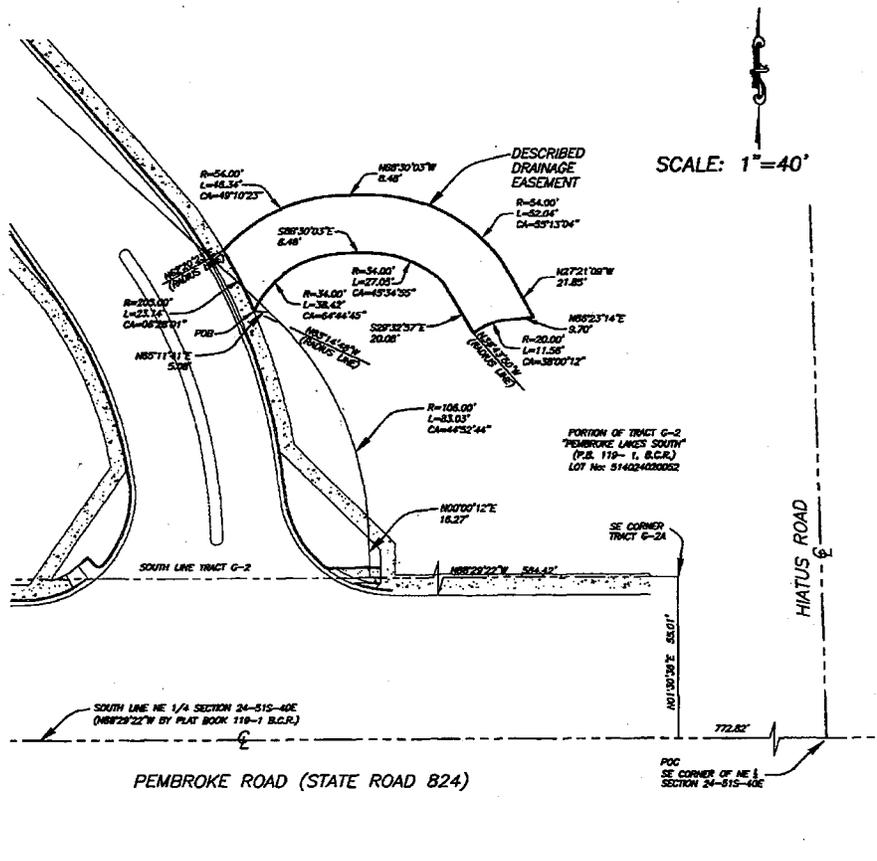
PREMIERE DESIGN SOLUTIONS INC.
 2900 GLADES CIRCLE, SUITE 700
 WESTON, FL 33327
 954.237.7850
 PDS@PDS-ENG.COM

PROJECT No: 13110002	DRAWN DATE: 07.01.2013	REVISION No: 1 8.30.2013
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BOAT RAMP EASEMENT
RAINTREE GOLF COURSE REDEVELOPMENT

(THIS PAGE IS NOT VALID WITHOUT THE OTHER)

EXHIBIT "A"
BOAT RAMP EASEMENT
LEGAL DESCRIPTION
RAINTREE GOLF COURSE REDEVELOPMENT
 (SKETCH TO ACCOMPANY LEGAL DESCRIPTION)



SCALE: 1"=40'

PAGE 3 OF 3

PREMIERE DESIGN SOLUTIONS INC.
 2900 GLADES CIRCLE, SUITE 700
 WESTON, FL 33327
 954.237.7850
 PDS@PDS-ENG.COM

PROJECT No: 13110002	DRAWN DATE: 07.01.2013	REVISION No: 1 8.30.2013
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BOAT RAMP EASEMENT
RAINTREE GOLF COURSE REDEVELOPMENT
 (THIS PAGE IS NOT VALID WITHOUT THE OTHER)

MEMORANDUM

DATE: October 22, 2015

TO: South Broward Drainage District Commissioners

FROM: Kevin M. Hart, P.E.
District Director

Subject: Request to Transfer Funds from SBDD Capital Improvements Committed Account to the SBDD General Operating Account

Comments:

SBDD recently completed the following CIP projects:

- SW 205th Avenue Drainage Improvements in SWR
- Install Telemetry System for Basin Interconnect (Silver Lakes Interconnect)
- Upgrade Two Pumps to Water Cooled
- Excavate Secondary Canals in Basin 8

These projects were previously approved by the Board with funding through the Capital Improvement Committed Account. A final accounting of each project is shown below.

SW 205th Avenue Drainage Improvements

Approved Contract Amount =	\$31,900.00
Change Order # 1 =	\$ 311.00
Additional Project Costs (by SBDD) =	<u>\$ 3,784.34</u>
Final Project Cost =	\$35,995.34

Install Telemetry System for Basin Inter-Connect (Basins S-9/S-10 and S-4/S-5)*

Original CIP Budget Amount =	\$60,000.00
Final Project Cost =	\$47,233.64

Upgrade Two (2) Pumps to Water Cooled

Approved Not-To-Exceed Contract Amount =	\$57,200.00
Final Project Cost =	\$48,700.00

Excavate Secondary Canals in Basin 8*

Original CIP Budget Amount =	\$30,000.00
Final Project Cost =	\$10,281.00

*Work was performed through several different contracts administered by SBDD.

Total Amount to be Transferred = \$142,209.98

Financial impacts to this Agenda Item: None; the costs for these projects were previously approved by the SBDD Board of Commissioners and have been paid through the General Operating Account.

This is to request approval to transfer \$142,209.98 from the SBDD Capital Improvement Committed Account to the SBDD General Operating Account as reimbursement for four recently completed CIP projects.

KH
Attachments

DOUGLAS R. BELL
ATTORNEY AT LAW
CUMBERLAND BUILDING, SUITE 505
800 E BROWARD BOULEVARD
FORT LAUDERDALE, FLORIDA 33301
(954) 524-8526

September 30, 2015

South Broward Drainage District
6591 Southwest 160th Avenue
Southwest Ranches, Florida 33331

A M E N D E D
*** I N V O I C E ***

Legal services rendered on behalf of South Broward Drainage District from September 3, 2015 through September 30, 2015:

1. Coordination regarding 2015/2016 Budget; review Broward County Property Appraiser Records to Revise Sub-Basin Designations and Update Use Code Descriptions and Explanation Memo:
Attorney's Fees: 2 hrs. 5 min. @ \$225.00/hr. = **\$ 468.75**

2. Coordination regarding SubDistrict Designation Audit:
Attorney's Fees: 15 minutes @ \$225.00/hr. = **\$ 56.25**

3. Coordination regarding Property Ownership Designation of Rights-of-Way and Easements by Broward County Property Appraiser's Office:
Attorney's Fees: 2 hrs. 0 min. @ \$225.00/hr. = **\$ 450.00**

4. Legal counsel for District Director on Public Records Request:
Attorney's Fees: 45 minutes @ \$225.00/hr. = **\$ 168.75**

TOTAL DUE THIS INVOICE: \$ 1,143.75

DOUGLAS R. BELL
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800 E BROWARD BOULEVARD
FORT LAUDERDALE, FLORIDA 33301
(954) 524-8526

September 30, 2015

South Broward Drainage District
6591 Southwest 160th Avenue
Southwest Ranches, Florida 33331

*** I N V O I C E ***

LEGAL SERVICES REIMBURSABLE FROM PROPERTY OWNERS:

Legal services rendered on behalf of South Broward Drainage District from September 3, 2015 through September 30, 2015:

1. Coordination regarding Pembroke Falls/Centra Falls Drainage:

Attorney's Fees: 20 minutes @ \$225.00/hr. = **\$ 75.00**

2. Coordination regarding Waldman Plat Amendment:

Attorney's Fees: 1 hr. 25 min. @ \$225.00/hr. = **\$ 318.75**

3. Coordination regarding DOT/I-75/SBDD Canal No. 4 Agreement:

Attorney's Fees: 7 hrs. 25 min. @ \$225.00/hr. = **\$ 1,668.75**

TOTAL DUE THIS INVOICE: \$ 2,062.50

DOUGLAS R. BELL
ATTORNEY AT LAW
CUMBERLAND BUILDING, SUITE 505
800 E BROWARD BOULEVARD
FORT LAUDERDALE, FLORIDA 33301
(954) 524-8526

October 21, 2015

South Broward Drainage District
6591 Southwest 160th Avenue
Southwest Ranches, Florida 33331

A M E N D E D
*** I N V O I C E ***

Legal services rendered on behalf of South Broward Drainage District from October 1, 2015 through October 20, 2015:

1. Coordination regarding SubDistrict Designation Audit:
Attorney's Fees: 1 hr. 5 min. @ \$225.00/hr. = **\$ 243.75**

2. Coordination regarding 166th Avenue Guardrail Replacement:
Attorney's Fees: 30 minutes @ \$225.00/hr. = **\$ 112.50**

3. Legal counsel and representation to District Director regarding Monarch Lakes Legal Proceedings:
Attorney's Fees: 15 minutes @ \$225.00/hr. = **\$ 56.25**

4. Coordination regarding 172nd Avenue Tree Removal:
Attorney's Fees: 10 minutes @ \$225.00/hr. = **\$ 37.50**

5. Legal counsel to District Director on Public Records Request:
Attorney's Fees: 1 hr. 0 min. @ \$225.00/hr. = **\$ 225.00**

TOTAL DUE THIS INVOICE: \$ 675.00

DOUGLAS R. BELL
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800 E BROWARD BOULEVARD
FORT LAUDERDALE, FLORIDA 33301
(954) 524-8526

October 21, 2015

South Broward Drainage District
6591 Southwest 160th Avenue
Southwest Ranches, Florida 33331

*** I N V O I C E ***

LEGAL SERVICES REIMBURSABLE FROM PROPERTY OWNERS:

Legal services rendered on behalf of South Broward Drainage District from October 1, 2015 through October 20, 2015:

1. Coordination regarding Porsche Drainage Easements:
Attorney's Fees: 1 hr. 5 min. @ \$225.00/hr. = **\$ 243.75**

2. Coordination regarding Grove Plat:
Attorney's Fees: 2 hrs. 10 min. @ \$225.00/hr. = **\$ 487.50**

3. Coordination regarding DOT/I-75/SBDD Canal No. 4 Agreement:
Attorney's Fees: 7 hrs. 50 min. @ \$225.00/hr. = \$ 1,762.50
Costs: Photocopies: 18.75
\$ 1,781.25

TOTAL DUE THIS INVOICE: \$ 2,512.50

South Broward Drainage District
Comparative Statement of Revenues and Expenses
General Fund (Budgetary Basis)

Ordinary Income/Expense	<u>Oct '14 - Sep 15</u>	<u>Annual Budget</u>
Income		
1402 · Maintenance	3,089,839.03	3,088,178.50
1404 · Permit Fees	56,928.50	30,000.00
1405 · 5 Year Recertification Program	40,205.00	25,000.00
1406 · Residential and Lot Permit Fees	34,441.00	18,000.00
1407 · Telecommunications Annual Fee	5,662.50	6,000.00
1408 · Appropriation of Fund Balance	0.00	321,894.90
1410 · Interest Income	22,795.63	12,000.00
1416 · Miscellaneous Income	59,294.43	1,000.00
Total Income	3,309,166.09	3,502,073.40
Expense		
1412 · South Broward Collection Fee	59,477.79	61,763.57
1414 · Discounts (Early Tax Payments)	108,884.89	111,174.43
1501 · Administrative - Office	322,796.00	322,313.00
1503 · Board of Supervisors	37,800.00	37,800.00
1505 · Field Operations	481,087.42	484,008.00
1506 · Inspectors/Project Coord.	239,395.31	241,417.00
1507 · Payroll Taxes - FICA	83,070.42	83,043.66
1509 · Pension	99,714.67	98,771.09
1513 · Payroll Other	44,522.57	65,000.00
1520 · Accounting Fees	24,500.00	24,500.00
1535 · Engineer/Consult Fees/Spec Proj	11,617.50	25,000.00
1540 · Legal Fees	38,313.75	70,000.00
1543 · Legal Fees Special Proj.	0.00	25,000.00
1544 · Other Expense	75.00	1,000.00
1550 · Commercial Property Package	34,385.00	41,475.00
1555 · General/Hazard Liability	35,441.31	44,835.00
1560 · Group Health, Life & Dental	388,593.16	395,160.00
1570 · Workers Compensation	18,326.00	29,150.00
1575 · Advertising	3,819.45	8,500.00
1585 · Computer Supplies - Upgrades	12,068.71	15,000.00
1590 · Dues & Subscriptions	5,340.00	6,600.00
1600 · FPL - Electric	11,786.52	13,000.00
1603 · Gas (LP) Auxiliary Power	719.60	5,000.00
1605 · Janitorial Service	1,713.50	2,000.00
1610 · Licenses & Fees	474.50	900.00
1615 · Maintenance Contracts	5,804.43	6,400.00
1620 · Uniforms	2,233.74	2,500.00
1625 · Office Supplies - Postage	3,711.93	4,500.00
1630 · Payroll Service	3,392.09	3,600.00
1635 · Printing - Stationary	572.17	1,800.00
1640 · Public Records Storage/Filing	7,823.88	7,000.00
1645 · Telephone - Misc. Communication	13,367.12	15,000.00

South Broward Drainage District
Comparative Statement of Revenues and Expenses
General Fund (Budgetary Basis)

	<u>Oct '14 - Sep 15</u>	<u>Annual Budget</u>
1650 · Water & Sewer	1,840.78	2,000.00
1655 · Buildings & Grounds	34,562.46	35,000.00
1660 · Equipment Rental/Outside Svcs.	812.24	5,000.00
1665 · Equip/Vehic/Boats/Hvy Equip	23,438.33	30,000.00
1670 · Fuel/Oil/Lubric. (Pump Stat)	22,905.90	65,000.00
1675 · Fuel/Oil/Lubric. (Vehic/Equip)	33,842.10	45,000.00
1677 · Hazardous Mat./Spill Cont.	1,871.26	5,000.00
1680 · Janitorial Supplies - Carp. Clg	522.16	1,000.00
1683 · Hurricane Preparedness Supp.	736.69	1,500.00
1685 · Landscaping & Mowing	34,264.06	35,000.00
1690 · Photography - VCR Equip. & Phot	171.20	350.00
1695 · Pump Stations - Flood Gates	56,576.01	70,000.00
1700 · Safety/SCUBA - Inspect Equip.	2,955.08	2,500.00
1705 · Sanitat. - Exterminating Serv.	6,872.62	7,600.00
1710 · Small Tools - Shop Supplies	7,867.92	9,000.00
1715 · Water Recorder/Elev Gge/Telemetry	6,327.34	8,000.00
1720 · Canal/Swale Cleaning/Renovation	25,845.42	30,000.00
1725 · Culvert Cleaning/Inspection	38,061.22	50,000.00
1730 · Culvert Repair - Flapper Gates	40,000.00	40,000.00
1735 · Endwall Repair - Replace./Upgrd	0.00	5,000.00
1740 · Erosion Control	56,563.00	56,563.00
1745 · Gates/Barrier/Fence/Ramp/Sign	3,850.00	5,000.00
1747 · Outfall Structures	0.00	2,000.00
1750 · Trash Rack/Piling/Tank Upgr.	3,670.85	10,000.00
1755 · Tree Removal	28,711.60	30,000.00
1765 · Herbicides	318,441.55	359,837.00
1770 · Triploid Carp./Fsh Guards/Maint	30,000.00	30,000.00
1775 · Water Testing	2,462.50	8,000.00
1780 · Seminars/Meetings/Conferences	4,128.37	10,000.00
1781 · Basin S-3 Drainage Improvements	237,061.48	240,512.65
1785 · Equip./Vehicle Replace./Upgrd	11,057.25	40,000.00
1797 · Contingency/Misc Expense	1,000.00	10,000.00
Total Expense	<u>3,137,247.82</u>	<u>3,502,073.40</u>

SOUTH BROWARD DRAINAGE DISTRICT
SUMMARY OF DISTRICT FUNDS
October 20, 2015
SBDD ASSET ACCOUNTS

Fund	Cash on Hand	Subtotals	Institution	Investment Accounts	Fund Totals
UNASSIGNED					
* General	\$175,965	\$175,965	Suntrust Muni Now	\$39,855 CD-FL Community	\$361,065
				\$145,245 CD-Bank United	
Payroll	\$26,108	\$26,108	Suntrust		\$26,108
COMMITTED					
Capital Improvements	\$1,131,580	\$1,131,580	Suntrust Reserve	\$247,500 CD-Stonegate	\$2,136,407
				\$247,500 CD-Landmark	
				\$184,500 CD-Centennial	
				\$243,758 CD-Regent Bank	
				\$81,569 CD-FL Community	
Emergency	\$3,246,132	\$2,246,092	Suntrust Reserve-Interest		\$3,246,132
		\$1,000,040	Suntrust Reserve-Credit		
Separation	\$160,628	\$160,628	Suntrust Reserve	\$51,048 CD-Bank United	\$274,676
				\$63,000 CD-Centennial	
Totals	\$4,740,413	\$4,740,413		\$1,303,975	\$6,044,388

SBDD LIABILITY ACCOUNT

Fund	Cash on Hand	Subtotals	Institution	Investment Accounts	Fund Totals
As-Built	\$76,285	\$76,285	Suntrust Paying	\$51,213 CD-Bank United	\$501,074
				\$247,500 CD-TD Bank	
				\$126,076 CD-FL Community	
Total	\$76,285	\$76,285		\$424,789	\$501,074
FUND TOTALS				\$1,728,764	\$6,545,462

SBDD INVESTMENT SUMMARY

Investment	Recommendation	Investment Amount	Interest Rate	Issue Date	Maturity Date
Regent Bank CD		\$243,758	0.50%	1/10/2015	1/10/2016
FL Community Bank CD		\$247,500	0.60%	2/25/2015	2/25/2016
Centennial Bank CD		\$247,500	1.05%	6/19/2015	7/19/2016
TD Bank CD		\$247,500	0.30%	8/7/2015	8/7/2016
Stonegate Bank CD		\$247,500	0.40%	8/8/2015	8/8/2016
Landmark Bank CD		\$247,500	0.60%	8/14/2015	8/14/2016
Bank United CD		\$247,506	0.85%	9/30/2015	9/30/2016
TOTAL OF INVESTMENTS		\$1,728,764			

Jan-16	Feb-16	Jul-16	Aug-15	Sep-16
\$243,758	\$247,500	\$247,500	\$742,500	\$247,506

* General Fund includes \$321,895 of Assigned Funds as part of the 2014/2015 Budget (Appropriation of Fund Balance)