

**SOUTH BROWARD DRAINAGE DISTRICT
GOVERNING BOARD MEETING MINUTES
OCTOBER 25, 2012**

Present:

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

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

Absent:

James Ryan, Vice Chairperson

01. CALL TO ORDER/PLEDGE OF ALLEGIANCE

Meeting called to order at 8:09 A.M., 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 27, 2012, South Broward Drainage District Board meeting. Motion was seconded by Commissioner Minnaugh and was carried unanimously.

04. DISTRICT DIRECTOR'S REPORT

A. VARIANCE REQUEST FOR MR. RAFAEL DEL CARPIO, SILVER LAKES, MIRAMAR, FL (TABLED FROM SEPTEMBER 27TH MEETING)

District Director Hart recommended that this item be tabled until such time as Mr. Del Carpio provides additional documentation as requested by the Board.

Commissioner Minnaugh asked if the fence is attached to the deck or is it a separate fence. District Director Hart responded that Mr. Del Carpio is modifying the fence as part of his request. Commissioner Minnaugh suggested that District Director Hart ensure that Mr. Del Carpio gets a modification approval from the Silver Lakes HOA so

that he is not in violation. Chair Hodges added that it would be a waste of Mr. Del Carpio's time to come before the Board without that approval.

Commissioner Goggin moved to table the variance request until Mr. Del Carpio has provided the additional documentation as requested by the Board. Motion was seconded by Commissioner Minnaugh and it was carried unanimously.

B. UPDATE TO 5-YEAR CAPITAL IMPROVEMENT PLAN (CIP)

District Director Hart indicated that the proposed 5-Year Capital Improvement Plan (CIP) includes priorities for capital expenditures for fiscal year 2012/2013 and each subsequent year through 2016/2017. He said that SBDD completed four CIP projects in 2011/2012 and two additional CIP projects are currently under construction. The total cost of these six CIP projects is \$373,598. Two other projects from 2011/2012 are being carried forward to 2012/2013.

The total budget for the proposed 5-year CIP is \$2,938,837, which includes \$312,337 of outstanding payments from last year's CIP. The CIP includes a variety of important and necessary capital improvements, including pump station upgrades, culvert repairs/replacements, telemetry upgrades, canal improvements/dredging, miscellaneous drainage improvements, equipment upgrades, and building upgrades. The current balance in the CIP reserve account is \$1,303,994, which is sufficient to fund the proposed CIP through fiscal year 2013/2014. He said that additional funding will be required beyond fiscal year 2013/2014.

The proposed CIP does not account for any outside funding from grants or other revenue sources. The District will continue to pursue available grants and outside funding opportunities for the CIP.

Chair Hodges asked about the schedule for the pipe extension improvements in the S-3 Drainage Basin. District Director Hart replied that the pipe extension along the GSA property, up to the parcel owned by Broward College, should be completed within the next 30 – 60 days. He said that there is a good chance that the entire run will be completed within 2 years from now, and the District would only be responsible for one short piece, which will allow the District to do other improvements within the basin.

Commissioner Minnaugh motioned to accept the 5-Year Capital Improvement Plan (CIP). Motion was seconded by Commissioner Santana-Woodall and it was carried unanimously.

C. VACATION REQUEST FOR UNITED STATES GENERAL SERVICES ADMINISTRATION (GSA) PROPERTY, MIRAMAR, FL

District Director Hart stated that South Broward Drainage District (SBDD) received a request to vacate a portion of a 50' Drainage Easement (DE) located within the "I-75 Commerce Park" plat, located west of SW 145th Avenue and south of Pembroke Road in the City of Miramar, FL. The 50' DE was dedicated by separate instrument under OR Book 40679, Page 638. The portion of the easement to be vacated is that portion located on the property that is currently owned by General Services Administration (GSA).

The property owner will be dedicating a new 30' DE to replace the vacated 50' DE. The reason for the request is to reduce the easement width to meet SBDD criteria for a 48" RCP. The previously dedicated 50' DE was in anticipation of a larger drainage pipe being installed. SBDD staff has no objection to this vacation request.

District Director Hart stated that there would be no financial impact to this item other than SBDD administrative costs; all other costs will be incurred by the property owner.

Commissioner Minnaugh moved for approval to vacate the 50' easement and to accept and record a new 30' drainage easement in its place as a condition to the vacation approval. Motion was seconded by Commissioner Santana-Woodall and it was carried unanimously.

D. DISTRICT DIRECTOR'S ANNUAL REVIEW

Chair Hodges opened up discussion on the annual performance review of the District Director.

District Director Hart was commended by the Board for how he has handled and mended relationships with the Town of SWR, the type of relationships that have been created, and the compliments he has received from residents, etc. The Board acknowledged the way he handles and follows up on situations that arise from time-to-time; and how he has built upon the District's level of standards. They recognized his leadership skills and the fact that he has the knowledge, skill and experience of an engineer to see what needs to be replaced, fixed, etc. so that things keep running smoothly. There were also comments from Board members on how he is always willing to listen, not only to the Board, but to the audience as well; and that it is very much appreciated. That SBDD continues to stay "under the radar" is a good thing, because that means that things are running smoothly. Chair Hodges stated that the District is very fortunate to have District Director Hart and overall he is doing a fine job and is very much appreciated.

Commissioner Good expressed his opinion that there should be written documentation of the District Director's annual review.

Commissioner Minnaugh agreed with Commissioner Good and said that for the District Director's benefit that there should be something in writing for his file. The Board gave direction to District Director Hart to summarize today's comments and forward it to them for their input. District Director Hart indicated that he would work with Chair Hodges to prepare an evaluation form for the Board's review and input.

E. UPDATE ON GRAND PALMS

District Director Hart reported that the Settlement Agreement has been executed by all parties, and that Attorney Bell has worked very diligently on it. All of the release agreements are being held in escrow. Staff is moving forward with the development of the plans, and since it is being done in-house, the District is getting credit for those costs. It should be out to bid sometime early next year.

F. OTHER

1. Florida Turnpike Enterprise and SBDD – At the previous Board meeting, there was some discussion on the Florida Turnpike Extension and SBDD’s roll in permitting in relationship with the Florida Turnpike Enterprise. District Director Hart indicated that he was able to determine that the Planning, Development & Environmental (PD&E) report, which has already been prepared, indicates that SBDD is a required permitting authority. District Director Hart also mentioned that FDOT is proposing significant improvements to the I-75 corridor. He said that they want to install managed lanes that will extend through the City of Miramar up to the I-595 interchange. He met with their PD&E engineers last week and confirmed that they will be listing SBDD as a permitting authority as well.
2. SBDD Holiday Celebration – The SBDD Holiday Celebration will be held on Friday, December 21st, 2012 from 1:00 p.m. to 2:30 p.m.
3. Broward Days – Kick-off Reception will be held Tuesday, November 13th, 2012 at the Riverside Hotel in Ft. Lauderdale, from 5:30 p.m. to 7:30 p.m.

05. ATTORNEY’S REPORT:

Attorney Bell said that legislative issues related to Special Districts seems to have been placed on the back burner. Commissioner Mersinger confirmed that statement, and said that Charter Schools & Education seem to be the major issues at this time.

06. APPROVAL OF LEGAL FEES

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

Chair Hodges questioned item #4 on the October legal bills. He asked what “Employee Non-Compete Agreement” meant?

District Director Hart replied that the District hired a new mechanic, Mr. Nelson Rodriguez. He indicated that SBDD received a notice from the attorney representing the company that the mechanic worked for previously (Pantropic), notifying the District that the former employee had signed a non-compete clause with them. District Director Hart asked Attorney Bell to research this and verify that the District was not violating any laws, or at risk, for having hired the employee. Attorney Bell confirmed that the District was not violating any laws. District Director Hart said that this is basically an issue between the employee and his former employer.

Commissioner Good asked if the District does business with the prior employer. District Director Hart stated that the District does do business with Pantropic, but does not compete with this company for the repair and maintenance of diesel engines and motors. Over the years the District has rarely used this company to maintain their motors or engines because the District has always had their own in-house mechanic to do that work. Pantropic is an authorized Caterpillar dealer and the District has purchased parts from them in the past, and will continue to purchase parts from them.

As far as the District competing with Pantropic for their business, there is no competition there. District Director Hart stated that the District does not solicit engine repair work. He said that the worst case scenario is that Pantropic may try and file an injunction to prevent Mr. Rodriguez from working for SBDD.

Attorney Bell stated that based on his research on this issue, their chances of prevailing would be slim-to-none. He said that most likely, the employee would get his attorney fees reimbursed at the end.

The question was called and it was carried unanimously.

07. BOARD MEMBER'S QUESTIONS/COMMENTS

None.

08. MEETING DATE

A. The Next Regular Board Meeting will be held on Thursday, November 15th at 8:00 a.m.

Adjournment at 8:55 A.M.

Respectfully submitted,

Robert E. Goggin IV, Secretary
South Broward Drainage District

/rim

MEMORANDUM

DATE: November 8, 2012
TO: South Broward Drainage District Commissioners
FROM: Kevin M. Hart, P.E.
District Director
Subject: Request to Vacate an Easement in the "Country Lakes West Plat" – S.W. 160th Avenue, LLC Property

Comments:

South Broward Drainage District (SBDD) received a request to vacate a portion of a 40' Drainage Easement (DE) located within the "Country Lakes West Plat", located east of Dykes road and north of Bass Creek Road in the City of Miramar, FL. The 40' DE was dedicated by separate instrument under OR Book 28322, Page 201, BCR. The property is owned by the S.W. 160th Avenue, LLC.

Attached to this memo are the sketch & legal description of the 40' Drainage Easement area to be vacated and the original easement dedication.

The reason for the request is that the 40' DE is no longer needed. The original easement area was dedicated as a temporary easement until a permanent drainage system and easements were in place for Dykes Road, which is completed. No additional easements are needed at this time.

SBDD staff has no objection to this vacation request.

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 properties:

Properties described in the attached Exhibit "A" of the Release and Vacation of a Portion of Drainage Easement No. 10 (Country Lakes West), said property being a portion of Parcel 'G', "Country Lakes West Plat", according to the Plat thereof as recorded in Plat Book 165, Pages 10, B.C.R.

KH
Attachments

Prepared by

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

Folio No.:

**RELEASE AND VACATION OF A PORTION OF
DRAINAGE EASEMENT No. 10 (COUNTRY LAKES WEST)**

THIS RELEASE AND VACATION OF A PORTION OF THE TEMPORARY DRAINAGE EASEMENT NO. 10 (COUNTRY LAKES WEST) is 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 S.W. 160TH AVE., LLC whose post office address is 2071 FLATBUSH AVE. SUITE 22, BROOKLYN, N.Y. 11234, 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 50' DRAINAGE EASEMENT as described in the attached "EXHIBIT A":

The purpose of this RELEASE AND VACATION is to release and vacate the first party's interest in and to the EASEMENT 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

LEGAL DESCRIPTION

A CERTAIN PARCEL OF LAND LYING IN PARCEL "G", COUNTRY LAKES WEST PLAT, AS RECORDED IN PLAT BOOK 165, PAGE 10, BROWARD COUNTY PUBLIC RECORDS, SAID PARCEL ALSO BEING A PORTION OF THAT CERTAIN DRAINAGE EASEMENT AS RECORDED IN O.R.B. 28322, PAGE 201, BROWARD COUNTY PUBLIC RECORDS, SAID PARCEL IS MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF THE AFORESAID PARCEL "G", THENCE N 88°09'25" E, ALONG THE NORTH LIMIT OF AFORESAID PARCEL "G", A DISTANCE OF 202.01' TO THE POINT OF BEGINNING OF THE CENTERLINE OF A 40' WIDE STRIP, SAID STRIP BEING A PORTION OF A 40' WIDE EASEMENT AS GRANTED TO SOUTH BROWARD DRAINAGE DISTRICT AS RECORDED IN SAID O.R.B. 28322, PAGE 201, BROWARD COUNTY PUBLIC RECORDS, THENCE S 00°29'57" E, THROUGH SAID PARCEL "G", A DISTANCE OF 390.62', MORE OR LESS, TO A POINT ON THE SOUTH LINE OF THE AFORESAID PARCEL "G", SAID POINT ALSO BEING THE POINT OF TERMINUS OF THE 40' WIDE STRIP.

CONTAINS 15,624.8 SQ. FT. (0.359 ACRES), MORE OR LESS

SURVEYORS NOTES

- 1.) THIS IS NOT A BOUNDARY SURVEY.
- 2.) BEARINGS BASED ON THE PLATTED NORTH LINE OF PARCEL "G" COUNTRY LAKES WEST PLAT, AS PER PLAT BOOK 165, PAGE 10, PLATTED BEARING BEING N 89°09'25"E, ALL BEARINGS ARE RELATIVE THERETO.



JONATHAN T. GILBERT
FLORIDA P.S.M. #5604

SIGNATURE DATED: 10.26.12

NOT VALID WITHOUT THE RAISED SEAL AND SIGNATURE OF THE SURVEYOR HEREON.

LEGEND

P.O.B.	=	POINT OF BEGINNING
P.O.C.	=	POINT OF COMMENCEMENT
P.O.T.	=	POINT TO TERMINUS
P.B.	=	PLAT BOOK
PG.	=	PAGE
D.E.	=	DRAINAGE EASEMENT
C/L	=	CENTERLINE
R/W	=	RIGHT OF WAY
U.E.	=	UTILITY EASEMENT
O.R.B.	=	OFFICIAL RECORD BOOK
PG.	=	PAGE


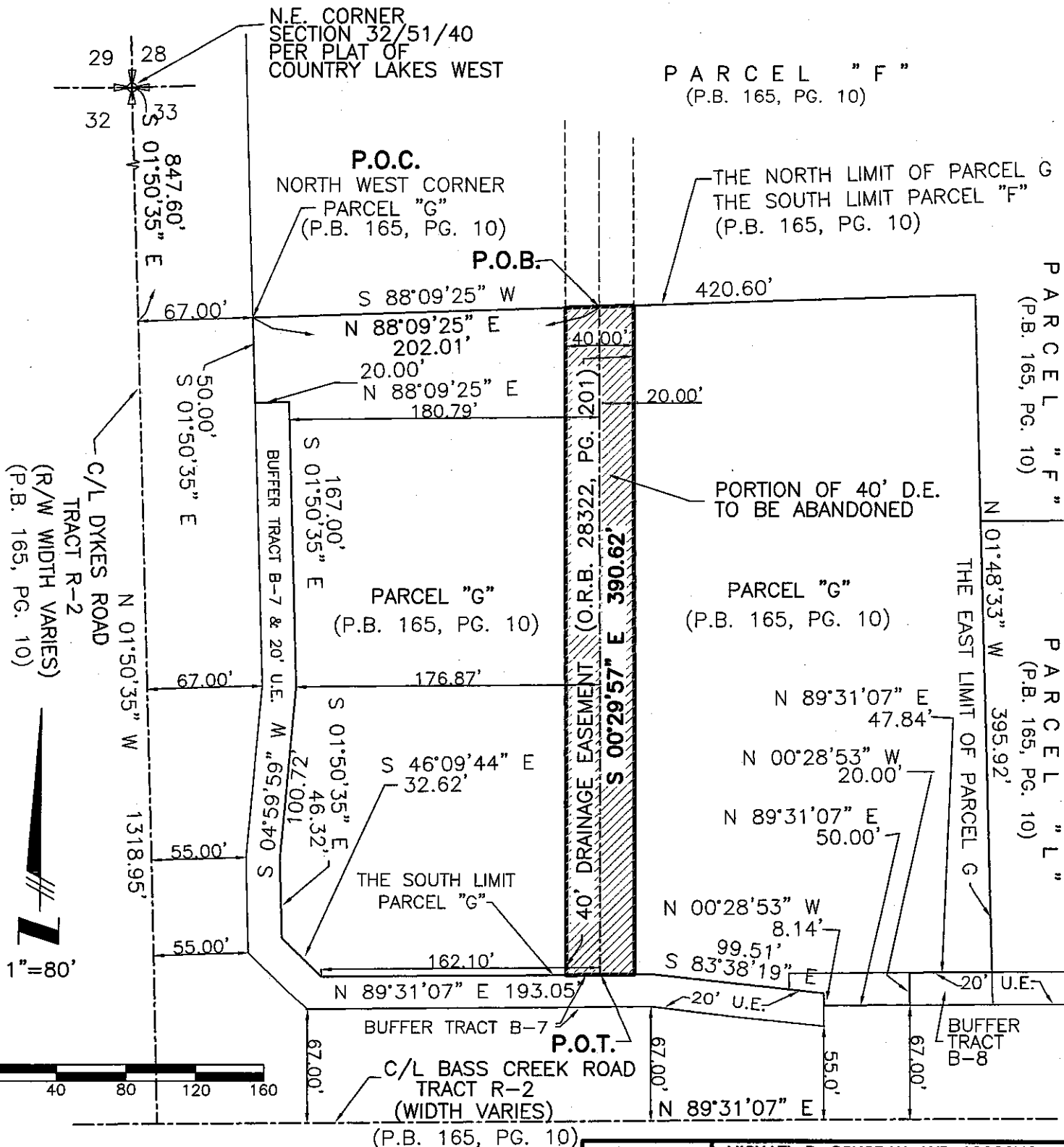
	MICHAEL B. SCHORAH AND ASSOCIATES		
	1850 FOREST HILL BOULEVARD, SUITE 201 WEST PALM BEACH, FL 33406 PHONE : (561) 968-0080		
	LB# 2438		
	FIELD: NA	DRAWN: JTG	SCALE: 1"=80'
BOOK: NA	DATE: 10.26.12	PROJ FILE 1444_DE_ABANDONMENT CADDFLE	
PAGE: NA	CHECKED: JTG		
PARCEL "G"			
SKETCH OF PORTION OF D.E. COUNTRY LAKES WEST, BROWARD CO. MIRAMAR REHABILITATION CENTER			
JOB NO. 1444	SHEET NO. 1 OF 2		

EXHIBIT "A"




(R/W WIDTH VARIES)
 C/L DYKES ROAD
 TRACT R-2
 (P.B. 165, PG. 10)



LEGEND

- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- P.O.T. = POINT TO TERMINUS
- P.B. = PLAT BOOK
- PG. = PAGE
- D.E. = DRAINAGE EASEMENT
- C/L = CENTERLINE
- R/W = RIGHT OF WAY
- U.E. = UTILITY EASEMENT

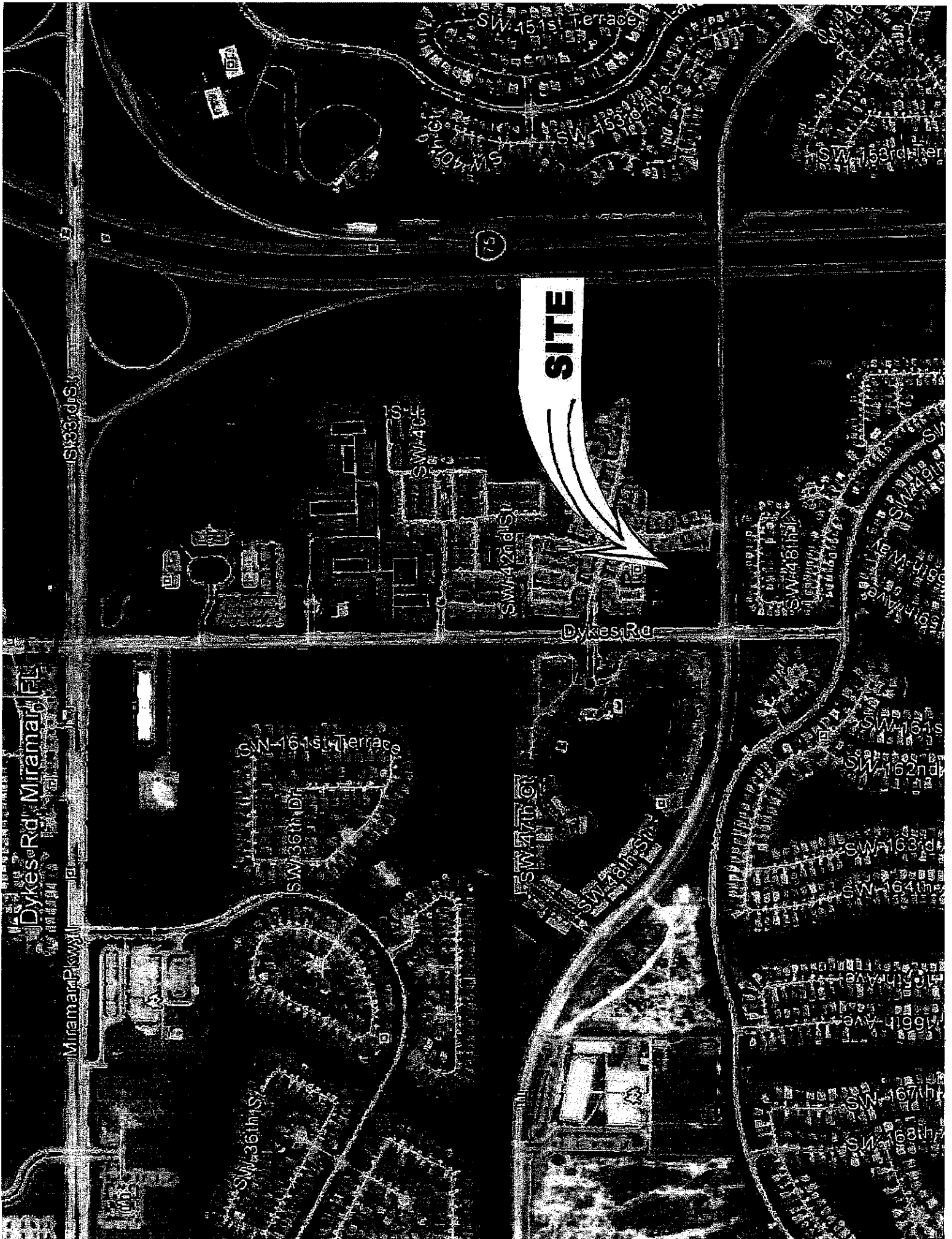


MICHAEL B. SCHORAH AND ASSOCIATES
 1850 FOREST HILL BOULEVARD, SUITE 201
 WEST PALM BEACH, FL 33406
 LB# 2438 PHONE : (561) 968-0080

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PARCEL "G"
SKETCH OF PORTION OF D.E.
COUNTRY LAKES WEST, BROWARD CO.
MIRAMAR REHABILITATION CENTER

JOB NO. 1444
SHEET NO. 2 OF 2



SITE

Dykes Rd, Miramar, FL

SW 33rd St

79

Dykes Rd

SW 161st Terrace

SW 36th Dr

SW 36th St

SW 42nd St

SW 42nd St

SW 47th St

SW 48th St

SW 153rd Ter

SW 46th St

SW 161st

SW 162nd

SW 163rd

SW 164th

SW 167th

SW 168th

LEGAL DESCRIPTION

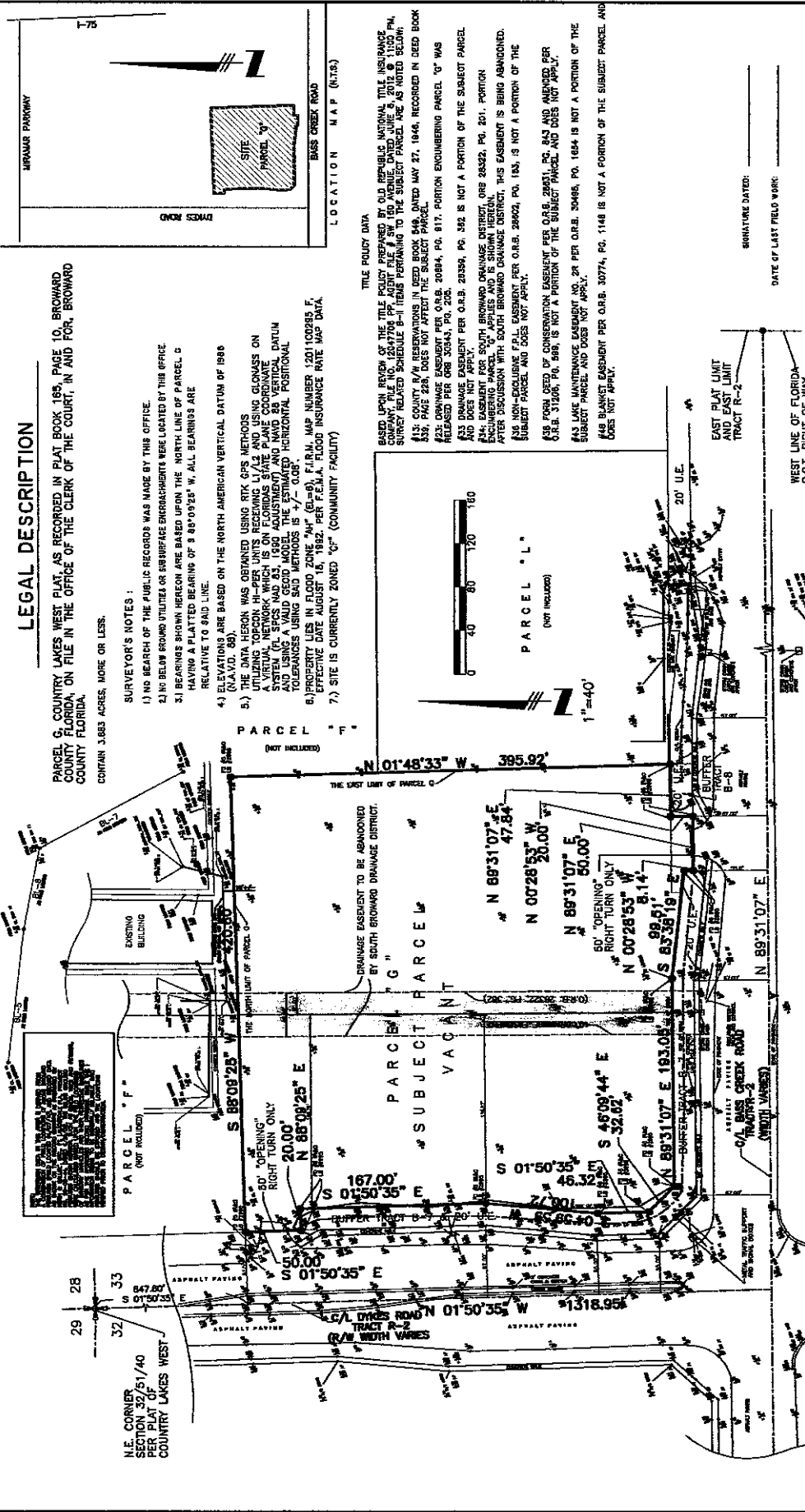
PARCEL G, COUNTRY LAKES WEST PLAT, AS RECORDED IN PLAT BOOK 185, PAGE 10, BROWARD COUNTY FLORIDA, ON FILE IN THE OFFICE OF THE CLERK OF THE COURT, IN AND FOR, BROWARD COUNTY FLORIDA, CONTAIN 3.883 ACRES, MORE OR LESS.

SURVEYOR'S NOTES:

- 1) NO SEARCH OF THE PUBLIC RECORDS WAS MADE BY THIS OFFICE.
- 2) NO BELOW GRADE UTILITIES OR SURFACE ENCROACHMENTS WERE LOCATED BY THIS OFFICE.
- 3) BEARINGS SHOWN HEREON ARE BASED UPON THE NORTH LINE OF PARCEL G HAVING A PLATTED BEARING OF 8 48°09'25" W, ALL BEARINGS ARE RELATIVE TO SAID LINE.
- 4) ELEVATIONS ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 880 (N.A.V.D., 88).
- 5) THE DATA HEREON WAS OBTAINED USING RTK GPS METHODS UTILIZING TOPCON HI-PER UNITS RECEIVING L1/L2 AND USING GLONASS ON A VERTICAL NETWORK WHICH IS ON FLORIDA'S STATE PLANE COORDINATE SYSTEM (FL STATE MARS), LENS ADJUSTMENT AND HIND 88 VERTICAL DATUM TOLERANCES USING SAID METHODS IS ± 7.5" G.C.P.
- 6) PROPERTY LIES IN FLOOD ZONE "A1" (G1-9), F.I.R.M., MAP NUMBER 1201100285 F, EFFECTIVE DATE AUGUST 18, 1992, PER F.E.M.A. FLOOD INSURANCE RATE MAP DATA.
- 7) SITE IS CURRENTLY ZONED "C" (COMMUNITY FACILITY).

TITLE POLICY DATA:

BASED UPON REVIEW OF THE TITLE POLICY PREPARED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, REFERENCE TO THE POLICY IS MADE TO THE SUBJECT PARCEL AS NOTED BELOW:
#13 COUNTY R/W RESERVATIONS IN DEED BOOK 549, DATED MAY 27, 1948, RECORDED IN DEED BOOK 539, PAGE 228, DOES NOT AFFECT THE SUBJECT PARCEL.
#23 DRAINAGE EASEMENT PER O.R.B. 20884, PG. 817, PORTION ENCUMBERING PARCEL "G" WAS RELEASED PER O.R.B. 30844, PG. 208.
#33 DRAINAGE EASEMENT PER O.R.B. 28394, PG. 582, IS NOT A PORTION OF THE SUBJECT PARCEL.
#44 EASEMENT FOR SOUTH BROWARD DRAINAGE DISTRICT, O.R.B. 28822, PG. 201, PORTION ENCUMBERING PARCEL "G" APPLIES AND IS SHOWN HEREON.
AFTER DISCUSSION WITH SOUTH BROWARD DRAINAGE DISTRICT, THIS EASEMENT IS BEING ABANDONED.
#53 NON-EXCLUSIVE F.F.L. EASEMENT PER O.R.B. 28902, PG. 153, IS NOT A PORTION OF THE SUBJECT PARCEL AND DOES NOT APPLY.
#58 FORM DEED OF CONSERVATION EASEMENT PER O.R.B. 28931, PG. 843 AND AMENDED PER O.R.B. 31098, PG. 869, IS NOT A PORTION OF THE SUBJECT PARCEL AND DOES NOT APPLY.
#63 LAKE MAINTENANCE EASEMENT NO. 2R PER O.R.B. 30488, PG. 1684 IS NOT A PORTION OF THE SUBJECT PARCEL AND DOES NOT APPLY.
#68 BLANKET EASEMENT PER O.R.B. 30774, PG. 1148 IS NOT A PORTION OF THE SUBJECT PARCEL AND DOES NOT APPLY.



WEST LINE OF FLORIDA D.O.T. RIGHT OF WAY FOR BASS CREEK RD.



SIGNATURE DATED: _____
DATE OF LAST FIELD WORK: _____

NOT VALID WITHOUT THE RAISED SEAL AND SIGNATURE OF THE SURVEYOR HEREON.

MICHAEL B. SCHRAM AND ASSOCIATES
1800 FOREST HILL BOULEVARD, SUITE 20
WEST PALM BEACH, FL 33409
PHONE: (561) 961-3322
1094288
REG. NO. 1094288
ISS. DATE 07/11/10
EXPIRES 07/11/15

**ALL T.A. SURVEY OF PARCEL "G"
COUNTRY LAKES WEST, BROWARD CO.
MIRAMAR REHABILITATION CENTER**

JOB NO. 1444 SHEET NO. 1 OF 1

SURVEYOR'S CERTIFICATE

CERTIFIED TO: CHRYSLER BANK, ITS SUCCESSORS AND ASSIGNS
LANDMARK SURVEYING AND ENGINEERING COMPANY
2400 N.W. 70TH AVENUE, SUITE 100
MIAMI, FLORIDA 33157

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2011 MINIMUM STANDARD DETAIL REQUIREMENT FOR ALTA/ASIM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NBSI, AND INCLUDES ALL INFORMATION THAT SHOULD APPEAR ON A STANDARD ALTA/ASIM SURVEY. THIS SURVEY WAS COMPLETED ON JUNE 28, 2012.

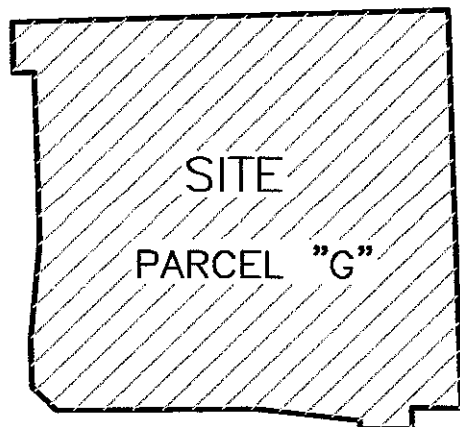
DATE OF PLAT OR MAP: 07/02/2012

AREA	AREA
1. AIR	1. BUILT UP AREA
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89. BENCH MARK	89. DRIVEWAY
90. BENCH MARK	90. DRIVEWAY
91. BENCH MARK	91. DRIVEWAY
92. BENCH MARK	92. DRIVEWAY
93. BENCH MARK	93. DRIVEWAY
94. BENCH MARK	94. DRIVEWAY
95. BENCH MARK	95. DRIVEWAY
96. BENCH MARK	96. DRIVEWAY
97. BENCH MARK	97. DRIVEWAY
98. BENCH MARK	98. DRIVEWAY
99. BENCH MARK	99. DRIVEWAY
100. BENCH MARK	100. DRIVEWAY

MIRAMAR PARKWAY

I-75

DYKES ROAD



SITE
PARCEL "G"



BASS CREEK ROAD

LOCATION MAP (N.T.S.)

COUNTRYLAKES10.DRE.wpd
February 25, 1998
SBDD N° 2013

98-325133 T#005
06-03-98 09:49AM

\$ 0.70
DOCU. STAMPS-DEED

Prepared By and Return To:

RECVD. BROWARD CNTY

Douglas R. Bell, Esquire
Cumberland Building - Suite N° 601
800 East Broward Boulevard
Fort Lauderdale, Florida 33301
(954) 524-8528

COUNTY ADMIN.

D1028-04B

D1033-04C

Folio N° 1028 03 0011 AND 1033 01 001

DRAINAGE EASEMENT N° 10 (COUNTRY LAKES WEST)

THIS DRAINAGE EASEMENT is granted this 1st day of March, 1998,
by COUNTRY LAKES WEST, L.P., a Virginia Limited Partnership, whose address is c/o
Atlantic Gulf Communities Corporation, 2601 South Bayshore Drive, Suite 900, Miami,
Florida 33133, 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, Davie, 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 "A" attached hereto and made a part hereof
("Drainage 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
and prior to the vacation/release 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) Grantor acknowledges that the Drainage Easement Area can be used for
drainage of the Dykes Road Right-of-way and Bass Creek Road Right-of-way until such
time a permanent drainage outfall for the Dykes Road Right-of-way and Bass Creek Road
Right-of-way is completed and a new Drainage Easement or Easements are granted to
District and Public over the new Drainage Easement(s).

(4) The rights granted herein to the District may be released or modified by a
written, recordable release or modification approved by the Grantor and executed by the

BK 28322 PG 0201

2
④

District.

(5) 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.

(6) 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.

(7) Grantor further acknowledges that in the event the District incurs any expenses in maintaining 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.

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:

^{Grantor}
COUNTRY LAKES WEST, L.P.,
a Virginia Limited Partnership

[Signature]
Witness Signature 1

Ilona Matteson
Witness Printed Name 1

[Signature]
Witness Signature 1

[Signature]
Witness Printed Name 1

By: SANDLER AT COUNTRY LAKES, INC.
a Virginia Corporation, its general partner

By: [Signature]
Steven Sandler, President

STATE OF VIRGINIA }
COUNTY OF VIRGINIA BEACH }s

The foregoing Drainage Easement N° 10 (Country Lakes West) was acknowledged before me this 11 day of March, 1998 by Steven Sandler, President of SANDLER AT COUNTRY LAKES, INC., a Virginia Corporation, general partner of COUNTRY LAKES, L.P., a Virginia Limited Partnership, 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 11 day of March, 1998.

[NOTARY SEAL AND STAMP]

My Commission Expires September 30, 2000

[Signature]
NOTARY PUBLIC:

BK 28322 PG 11 202

SKETCH OF THE TEMPORARY DRAINAGE EASEMENTS
 TO SERVE COUNTRY LAKES WEST APARTMENT SITE
 (Description - Sheet 2 of 2)

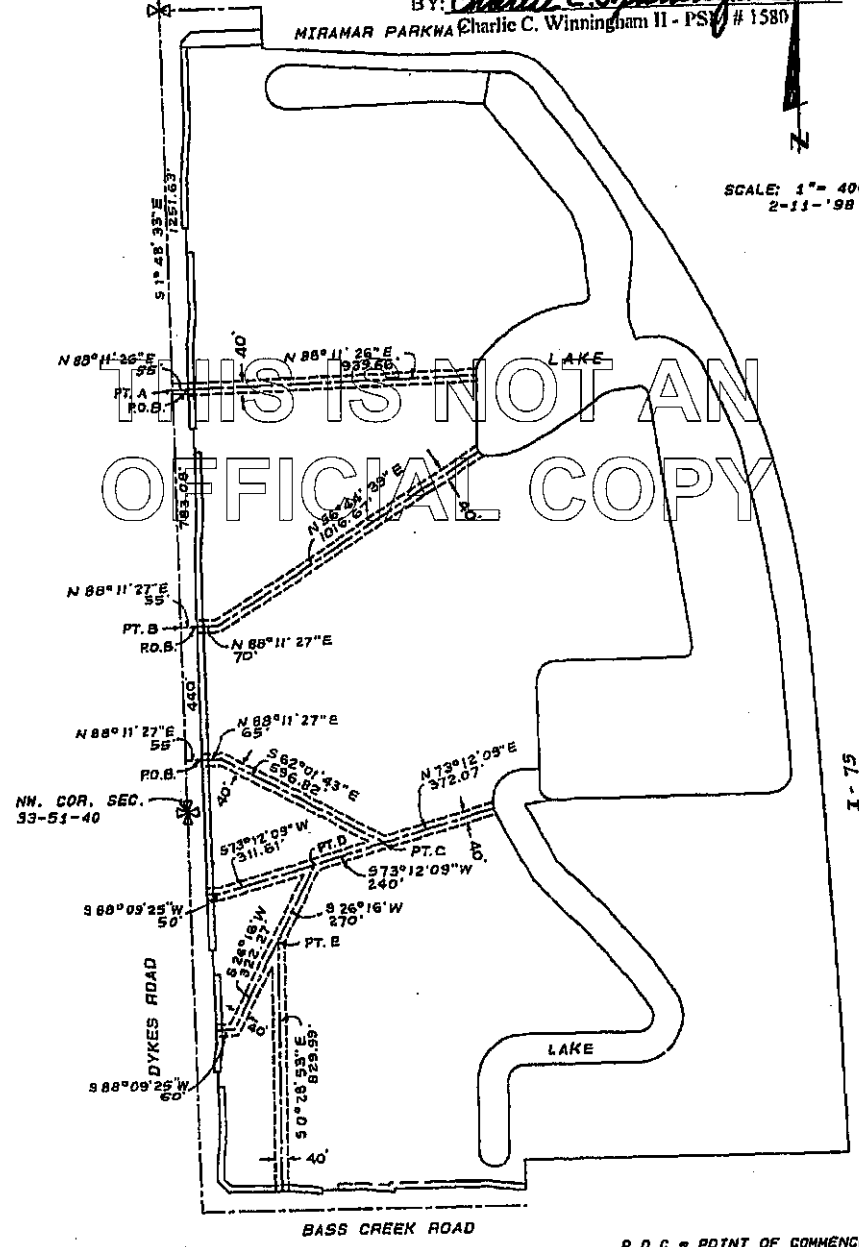
C.C. WINNINGHAM CORPORATION - LB # 46
 1040 NORTH EAST 45TH STREET
 OAKLAND PARK, FLORIDA 33334

BY: *Charlie C. Winningham II*
 Charlie C. Winningham II - PS # 1580

P.O.C. NW CORNER
 SECTION 28-51-40



SCALE: 1" = 400'
 2-11-'98



BK28322PC0203

SL-1

P.O.C. = POINT OF COMMENCEMENT
 P.O.B. = POINT OF BEGINNING

**DESCRIPTION OF THE TEMPORARY DRAINAGE EASEMENTS
TO SERVE COUNTRY LAKES WEST APARTMENT SITE**

Those portions of Sections 28 and 33, Township 51 South, Range 40 East, described as follows:

Commencing at the Northwest corner of said Section 28; thence run South 01°48'33" East (on a grid bearing) 1251.63 feet along the West line of said Section 28 to a point hereinafter referred to as Point A; thence continue South 01°48'33" East 783.08 feet along said West line to a point hereinafter referred to as Point B; thence continue South 01°48'33" East 440 feet along said West line; thence run North 88°11'27" East 55 feet to the Point of Beginning of a strip of land 40 feet in width, lying 20 feet on each side of the following described centerline; thence continue North 88°11'27" East 65 feet; thence run South 62°01'43" East 596.82 feet to a point hereinafter referred to as Point C; thence run North 73°12'09" East 372.07 feet to the terminus of said centerline; and

Commencing at aforesaid Point A; thence run North 88°11'26" East 55 feet to the Point of Beginning of a strip of land 40 feet in width, lying 20 feet on each side of the following described centerline; thence continue North 88°11'26" East 939.66 feet to the terminus of said centerline; and

Commencing at aforesaid Point B; thence run North 88°11'27" East 55 feet to the Point of Beginning of a strip of land 40 feet in width, lying 20 feet on each side of the following described centerline; thence continue North 88°11'27" East 70 feet; thence run North 56°44'39" East 1016.67 feet to the terminus of said centerline; and

Beginning at aforesaid Point C being the Point of Beginning of a strip of land 40 feet in width, lying 20 feet on each side of the following described centerline; thence run South 73°12'09" West 240 feet to a point hereinafter referred to as Point D; thence run South 26°16'00" West 270 feet to a point hereinafter referred to as Point E; thence continue South 26°16'00" West 322.27 feet; thence run South 88°09'25" West 60 feet to the terminus of said centerline; and

Beginning at aforesaid Point D being the Point of Beginning of a strip of land 40 feet in width, lying 20 feet on each side of the following described centerline; thence run South 73°12'09" West 311.61 feet; thence run South 88°09'25" West 50 feet to the terminus of said centerline; and

Beginning at aforesaid Point E being the Point of Beginning of a strip of land 40 feet in width lying 20 feet on each side of the following described centerline; thence run South 00°28'53" East 829.99 feet to the terminus of said centerline.

Said lands situate in the City of Miramar, Broward County, Florida.

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
COUNTY ADMINISTRATOR

BK 28322PG0204

MEMORANDUM

DATE: November 8, 2012
TO: South Broward Drainage District Commissioners
FROM: Kevin M. Hart, P.E.
District Director
Subject: Request to Vacate an Easement in the "Pembroke Pines City Center" Plat – City of Pembroke Pines Property

Comments:

South Broward Drainage District (SBDD) received a request to vacate a portion of a Drainage/Flowage/Storage Easement located within the "Pembroke Pines City Center" plat, located west of Palm Avenue and south of Pines Boulevard in the City of Pembroke Pines, FL. The Drainage/Flowage/Storage Easement was dedicated by separate instrument under OR Book 30598, Page 388, BCR. The property is owned by the City of Pembroke Pines.

Attached to this memo are the sketch & legal description of the Drainage/Flowage/Storage Easement area to be vacated and the original easement dedication.

The reason for the request is that the Drainage/Flowage/Storage Easement is no longer needed in the area requested to be vacated. This easement area is located outside of the existing lake which is serving the City's property. It appears that this easement area was originally intended to serve as a temporary easement until the construction and completion of the lake.

The City will be dedicating a new 20' Lake Maintenance Easement (LME) along the perimeter of the lake within the City's property.

SBDD staff has no objection to this vacation request, subject to the dedication of the new LME.

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 properties:

Properties described in the attached Exhibit "A" of the Release and Vacation of a Portion of Drainage/Flowage/Storage Easement @ Pines Lake Center, said property being a portion of Parcel 'A', "Pembroke Pines City Center", according to the Plat thereof as recorded in Plat Book 176, Pages 86 through 91, B.C.R.

KH
Attachments

Prepared by

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

Folio No.:

**RELEASE AND VACATION OF A PORTION OF
DRAINAGE/FLOWAGE/STORAGE EASEMENT @ PINES LAKE CENTER**

THIS RELEASE AND VACATION OF A PORTION OF THE DRAINAGE/FLOWAGE/STORAGE EASEMENT @ PINES LAKE CENTER is 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 CITY OF PEMBROKE PINES whose post office address is 10100 PINES BOULEVARD, PEMBROKE PINES, FL 33025, 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/STORAGE EASEMENT as described in the attached "EXHIBIT A"

The purpose of this RELEASE AND VACATION is to release and vacate the first party's interest in and to the EASEMENT 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

EXHIBIT "A"

**LAND DESCRIPTION
VACATION OF A PORTION OF
DRAINAGE/FLOWAGE/STORAGE EASEMENT
CITY OF PEMBROKE PINES, BROWARD COUNTY, FLORIDA**

That portion of a Drainage/Flowage/Storage Easement described in the Official Records Book 30598, Page 388 of the Public Records of Broward County, Florida, lying in Parcel A, PEMBROKE PINES CITY CENTER, according to the plat thereof as recorded in Plat Book 176, Pages 86 through 91 of said Public Records of Broward County, Florida being more particularly described as follows:

COMMENCING at the Northwest corner of said Parcel A;

THENCE South 02°10'12" East on the West line of said Parcel A, PEMBROKE PINES CITY CENTER and on the East line of Parcel A, PINES LAKE COMMERCIAL CENTER, according to the plat thereof as recorded in Plat Book 161, Page 31, of said Public Records of Broward County, a distance of 1,068.04 feet to the intersection with the Northerly boundary line of said Drainage/Flowage/Storage Easement, said point being the POINT OF BEGINNING;

THENCE on said Northerly boundary line of said Drainage/Flowage/Storage Easement the following five (5) courses and distances;

1. North 87°49'48" East on said Northerly boundary line, a distance of 5.41 feet;
2. South 02°10'12" East, a distance of 20.53 feet;
3. North 87°49'48" East, a distance of 547.20 feet;
4. South 02°10'12" East, a distance of 28.76 feet;
5. North 87°52'43" East, a distance of 1,112.82 feet to the intersection with a line 100.00 feet West of and parallel with the Westerly line of a 120.00 foot wide Florida Power and Light Company Easement as described in Official Records Book 2222, Page 704 of the Public Records of Broward County, Florida;

THENCE South 32°14'01" West on said parallel line, a distance of 110.23 feet to the intersection with the South boundary line of said Drainage/Flowage/Storage Easement;

THENCE on said South boundary line of said Drainage/Flowage/Storage Easement the following two (2) courses and distances;

1. South 87°52'43" West, a distance of 1,050.56 feet;

EXHIBIT "A"

2. South 02°10'12" East, a distance of 36.93 feet to the intersection with the Westerly most South line of said Parcel A, PEMBROKE PINES CITY CENTER;

THENCE South 87°49'48" West on said Southwesterly line, a distance of 552.60 feet to the intersection with Southerly projection of the West line of said Parcel A;

THENCE North 02°10'12" West on said projection line, a distance of 177.22 feet to the POINT OF BEGINNING;

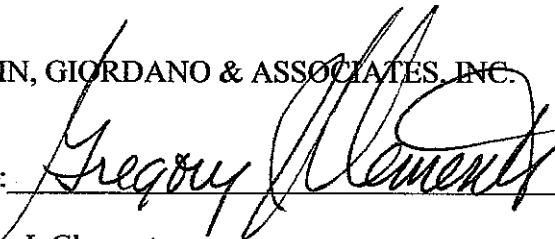
Said lands lying in the City of Pembroke Pines, Broward County, Florida, and containing 185,134 square feet (4.25 acres), more or less.

NOTES:

1. Not Valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper.
2. Lands shown hereon were not abstracted, by the Surveyor, for Rights-of-Way, Easements, Ownership, or other matters that may appear in the Public Records of Broward County.
3. Bearings shown hereon are relative to the plat of PEMBROKE PINES CITY CENTER, recorded in Plat Book 176, Pages 86 thru 91, Broward County Records with the most Westerly line of said plat having a bearing of South 02°10'12" East.
4. Information shown hereon does not represent a Boundary Survey.

CALVIN, GIORDANO & ASSOCIATES, INC.

Signed:



DATE:

10-30-2012

Gregory J. Clements
Professional Surveyor and Mapper
Florida Registration Number 4479

Prepared By:

CALVIN, GIORDANO AND ASSOCIATES, INC.

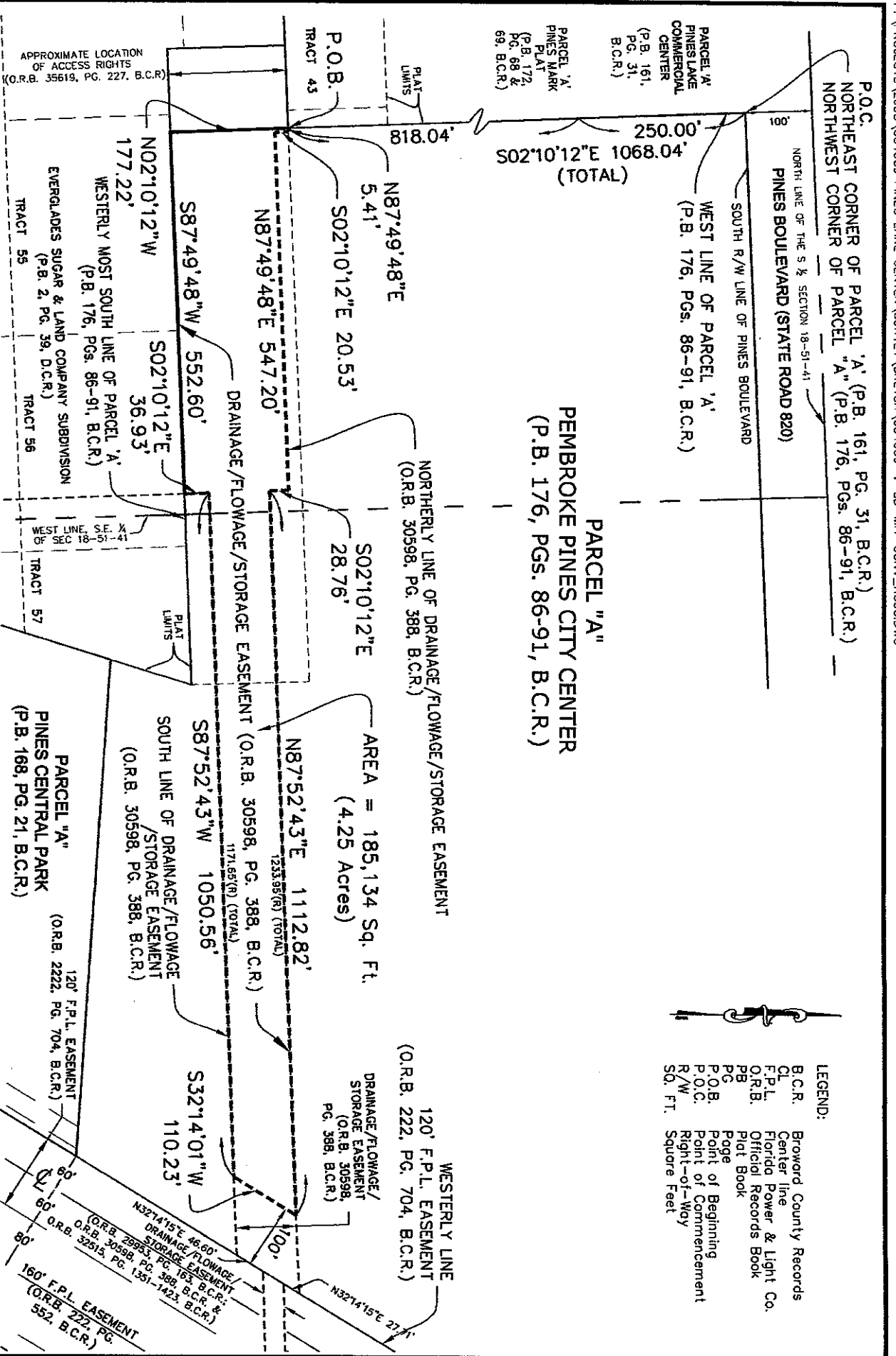
1800 Eller Drive, Suite 600

Fort Lauderdale, Florida 33316

October 30, 2012

P:\Projects\2012\125459 Pines City Center Flowage & Drainage Easement\Survey\Legal Descriptions\12-5459-V-SD-VACT-ESMT.docx

EXHIBIT "A"

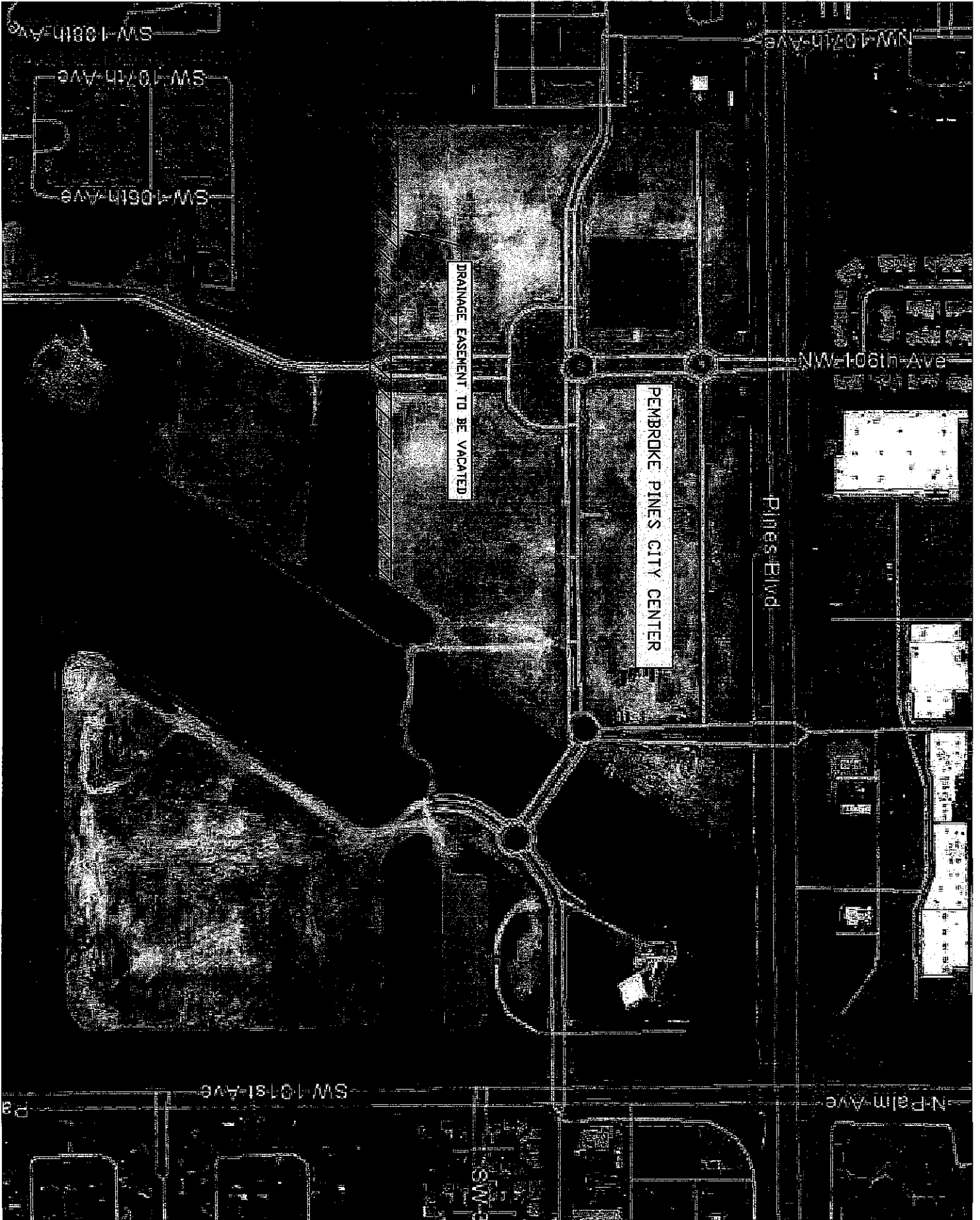


- LEGEND:
- B.C.R. Broward County Records
 - CL Center line
 - F.P.L. Florida Power & Light Co.
 - O.R.B. Official Records Book
 - PB Plat Book
 - PG Page
 - P.O.B. Point of Beginning
 - P.O.C. Point of Commencement
 - R/W Right-of-Way
 - Sq. Ft. Square Feet

Calvin, Giordano & Associates, Inc.
 EXCEPTIONAL SOLUTIONS
 1800 Eder Drive, Suite 600, Fort Lauderdale, Florida 33316
 Phone: 954.921.7781 Fax: 954.921.8807
 Certificate of Authorization 6791

SKETCH OF DESCRIPTION
 VACATION OF A PORTION OF EASEMENT
 PEMBROKE PINES, BROWARD COUNTY, FLORIDA

SCALE	PROJECT NO.	SHEET
1" = 200'	12-5459	3
DATE	CAD FILE	
10-25-12	SEE TOP	





DRAINAGE EASEMENT TO BE VACATED



ANSIN.DFS.wpd
May 31, 2000
SBD N° 1593

INSTR # 100345043
OR BK 30598 PG 0388
RECORDED 06/19/2000 02:57 PM
COMMISSION
BROWARD COUNTY
DOC STMP-D 6.70
DEPUTY CLERK 1058

Prepared By and Return To:

Douglas R. Bell, Esquire
Cumberland Building - Suite N° 601
800 East Broward Boulevard
Fort Lauderdale, Florida 33301 D1118-04
(954) 524-8526

Folio N° 1118 22 001; 1118 01 008

**DRAINAGE/FLOWAGE/STORAGE EASEMENT
(PINES LAKE CENTER)**

THIS DRAINAGE/FLOWAGE/STORAGE EASEMENT is granted this 14 day of JUNE, 2000, by ANSIN GROUP, LTD., a Florida Limited Partnership, whose address is Post Office Box 610727, North Miami, Florida 33261, 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, Davie, 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/flowage/storage 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 "A" attached hereto and made a part hereof ("Drainage 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 to the District 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 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 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

5

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

IN 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:

"Grantor"
ANSIN GROUP, LTD., a Florida Limited Partnership

[Signature]
Witness Signature 1

James G. Gace, III
Witness Printed Name 1

By: AN-KEN ENTERPRISES, INC.,
a Florida Corporation, General Partner

[Signature]
Witness Signature 1

By: *[Signature]*
EDMUND N. ANSIN, PRESIDENT

CYNTHIA PIVON
Witness Printed Name 1

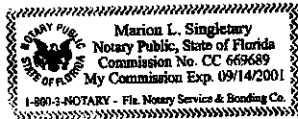
STATE OF FLORIDA
COUNTY OF

THIS IS NOT AN OFFICIAL COPY

The foregoing Drainage/Flowage/Storage Easement was acknowledged before me this 13 day of JUNE, 2000 by EDMUND N. ANSIN, as President of AN-KEN ENTERPRISES, INC., a Florida Corporation as General Partner of ANSIN GROUP, LTD., a Florida Limited Partnership, 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 13 day of JUNE, 2000.
[NOTARY SEAL AND STAMP]

[Signature]
NOTARY PUBLIC:



OR BK 30598 PG 0309

Description: (COMMON AREA)

A portion of Tracts 33 through 56 in Section 18, Township 51 South, Range 41 East of "THE EVERGLADES SUGAR AND LAND COMPANY SUBDIVISION", according to the plat thereof, recorded in Plat Book 2, Page 39 of the Public Records of Dade County, Florida, said portion described as follows:

BEGIN at the Southwest corner of "PINES LAKE COMMERCIAL CENTER", according to the plat thereof, recorded in Plat Book 161, Page 31 of the Public Records of Broward County, Florida; thence along the southerly boundary of said "PINES LAKE COMMERCIAL CENTER", North 88°13'21" East (Plat Bearing) 1100.00 feet to an angle point in said boundary; thence continue along the boundary of said plat and its southerly prolongation, South 01°46'39" East 187.64 feet to a point on a 216.00 foot radius non-tangent curve concave to the Northeast, whose radius point bears North 56°04'54" East; thence Southeasterly along said curve through a central angle of 27°42'15" an arc distance of 104.44 feet to a point of non-tangency; thence along a line parallel with and 150 feet southerly of said southerly boundary, North 87°49'48" East 879.63 feet; thence South 02°10'12" East 20.53 feet; thence North 87°49'48" East 547.20 feet; thence South 02°10'12" East 28.76 feet; thence North 87°52'43" East 1233.95 feet to the westerly boundary of a 120 foot wide Florida Power and Light Company easement as described in Official Record Book 2222, Page 704 of the Public Records of Broward County, Florida; thence along said westerly boundary, South 32°14'16" West 27.71 feet; thence North 88°52'14" East 371.19 feet to the easterly boundary of a 30 foot wide Everglades Pipeline easement as described in Official Record Book 1192, Page 114 of said Public Records of Broward County, Florida; thence along said easterly boundary, North 32°14'16" East 35.49 feet; thence North 87°52'43" East 1010.94 feet to a line parallel with and 100 feet westerly of the East line of said Section 18; thence along said parallel line, South 02°07'17" East 91.00 feet; thence South 87°52'43" West 1073.15 feet to said easterly boundary of the aforesaid 30 foot wide Everglades Pipeline easement; thence along said easterly boundary, North 32°14'16" East 38.82 feet; thence South 88°52'14" West 371.19 feet to said westerly boundary of the aforesaid 120 foot wide Florida Power and Light Company easement; thence along said westerly boundary, South 32°14'16" West 46.60 feet; thence South 87°52'43" West 1171.65 feet; thence South 02°10'12" East 381.94 feet to the northerly boundary of SUMMIT PEMBROKE, according to the plat thereof, as recorded in Plat Book 167, Page 14 of the Public Records of Broward County, Florida; thence along said northerly boundary, South 87°49'48" West 1304.46 feet; thence continue along said northerly boundary, North 47°10'12" West 375.27 feet; thence continue along said northerly boundary, South 87°49'48" West 420.32 feet to a point on a 110.00 foot radius non-tangent curve concave to the Southeast whose radius point bears South 26°46'23" East; thence Southwesterly along said curve through a central angle of 67°08'51" an arc distance of 128.91 feet to a point of tangency; thence South 03°55'14" East 85.27 feet to a point of curvature of a 75.00 foot radius curve concave to the Northwest; thence Southwesterly along said curve through a central angle of 89°03'44" an arc distance of 116.58 feet to a point of reverse curvature of a 178.00 foot radius curve concave to the South; thence Westerly along said curve through a central angle of 12°24'29" an arc distance of 38.55 feet to a point of reverse curvature of a 86.00 foot radius curve concave to the North; thence Westerly along said curve through a central angle of 60°59'31" an arc distance of 91.55 feet to a point of tangency; thence North 46°16'28" West 23.51 feet to a point of curvature of a 66.00 foot radius curve concave to the Northeast; thence Northwesterly along said curve through a central angle of 41°18'18" an arc distance of 47.58 feet to a point of reverse curvature of a 150.00 foot radius curve concave to the West; thence Northerly along said curve through a central angle of 29°55'31" an arc distance of 78.34 feet to a point of tangency; thence North 34°53'41" West 111.11 feet to a point of curvature of a 64.00 foot radius curve concave to the Northeast; thence Northwesterly along said curve through a central angle of 21°07'54" an arc distance of 23.60 feet to a point of non-tangency on the northerly boundary of said SUMMIT PEMBROKE plat; thence along said northerly boundary, towards the radius point of the next described curve, South 87°49'48" West 14.51 feet to a point on a 200.00 foot radius curve concave to the Southwest; thence Northwesterly along said curve and said northerly boundary through a central angle of 90°00'00" an arc distance of 314.16 feet to a point of tangency; thence along said northerly boundary, South 87°49'48" West 50.00 feet to the Northwest corner of said SUMMIT PEMBROKE plat; thence along a line parallel with and 55 feet east of the West line of said Section 18, North 01°46'39" West 359.77 feet to the POINT OF BEGINNING.

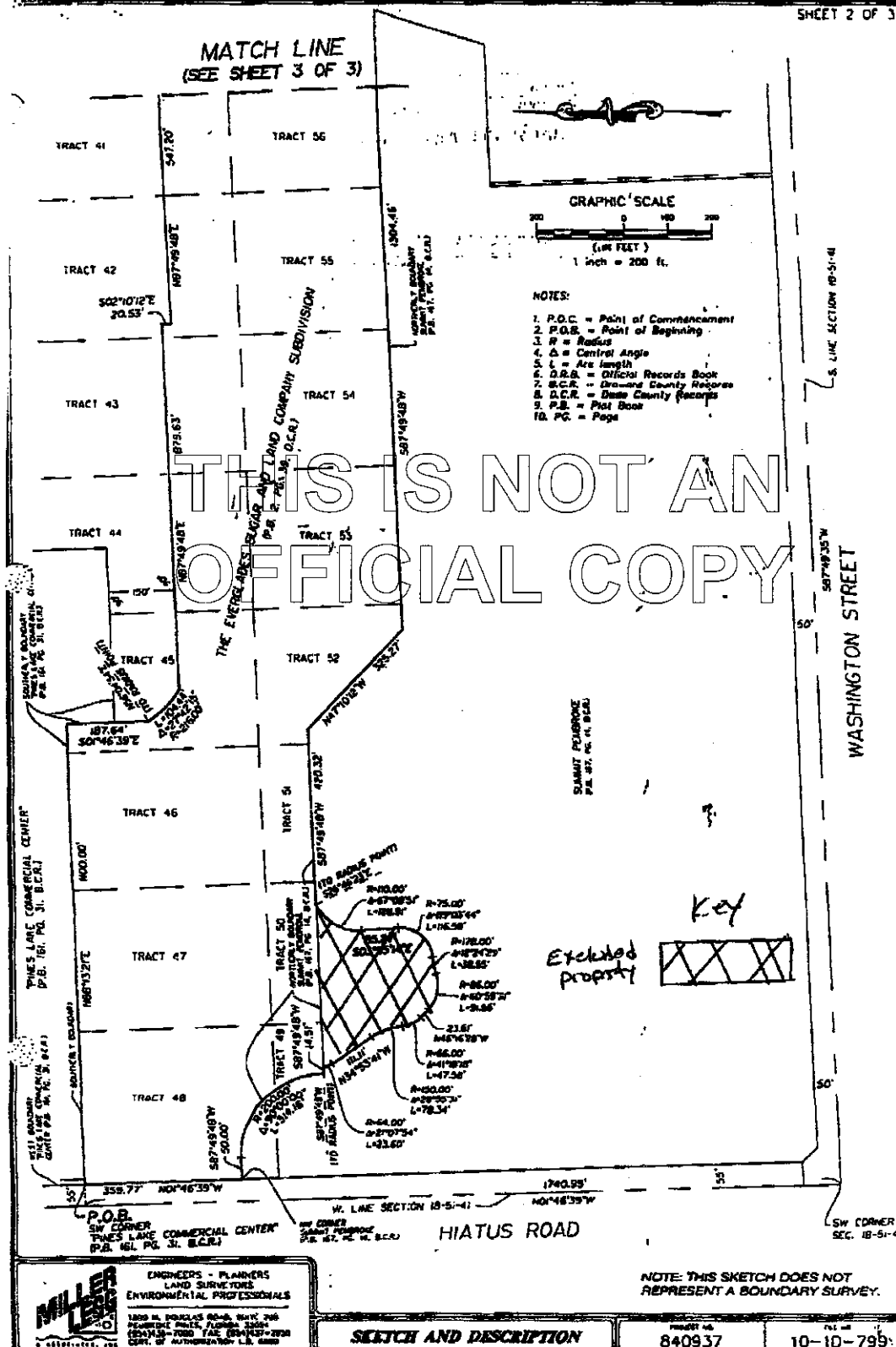
LESS

All Lands lying within the SUMMIT PEMBROKE PLAT, as recorded in Plat Book 167 at Page 14, of the Public Records of Broward County, Florida.

Said lands situate, lying, and being in the City of Pembroke Pines, Broward County, Florida,

EXHIBIT "A"
SHEET 1 OF 3

MATCH LINE
(SEE SHEET 3 OF 3)



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OR BK 28598 PG 6391

MILLEDGE & IDEN
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 STATE OF AUTHORIZATION L.S. 6888

SKETCH AND DESCRIPTION

NOTE: THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY.

PROJECT NO. 840937 FILE NO. 10-10-799

PALM AVENUE

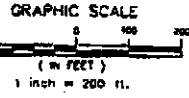
SHEET 3 OF 3

EAST LINE SECTION 18-51-41

31.00' 502'01"72
TRACT 64

TRACT 63

TRACT 62



NOTES:

- 1. P.C.C. = Point of Commencement
- 2. E.O.B. = Point of Beginning
- 3. R = Radius
- 4. Δ = Central Angle
- 5. L = Arc Length
- 6. O.R.B. = Official Records Book
- 7. B.C.R. = Broward County Records
- 8. D.C.R. = Dade County Records
- 9. R.B. = Map Book
- 10. PG. = Page

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TRACT 61

TRACT 60

TRACT 59

TRACT 58

TRACT 57

(SEE SHEET 2 OF 3)
MATCH LINE

THE FRENCH & SULLIVAN LAND COMPANY SUBDIVISION
P.B. & P.C. 38, B.C.R.

150' E.P.B.L. EASEMENT
PER OFFICIAL RECORDS 15214 B.C.R.)

150' E.P.B.L. EASEMENT
PER OFFICIAL RECORDS 228-34 B.C.R.)

150' E.P.B.L. EASEMENT
PER OFFICIAL RECORDS 222-704 B.C.R.)

NOTE: THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY.

MILLER LEGG
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ENGINEERING PROFESSIONALS
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PHONE: 781-461-1234 FAX: 781-461-1234
CERT. OF REGISTRATION LB. 6980

SKETCH AND DESCRIPTION		PROJECT NO.	DIST. NO.
		840937	10-10-799

OR BK 382598 PG 0392