

# TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT

**TO:** Mayor and Councilmembers

**FROM/PHONE:** Mark Kutney, AICP, Development Services Director / (954) 797-1101  
Prepared by Dwight H. Moore, Engineer II

**SUBJECT:** Resolution to accept drainage easements from Mr & Mrs Gibbs and Mr & Mrs Guilmette / Located on the southern side of #2751 SW141st. and the northern side of #2801 SW141st. Terrace, respectively.

**AFFECTED DISTRICT:** District 4

**TITLE OF AGENDA ITEM:**

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, TO ACCEPT DRAINAGE EASEMENTS.

**REPORT IN BRIEF:** The granting of drainage easements, approximately 2424 square feet (12' x 202) at Sequoia Estates to the Town of Davie, for the purpose of installing a drainage system, to help alleviate the flooding problems, now experience by the residents.

**PREVIOUS ACTIONS:** None

**CONCURRENCES:** None

**FISCAL IMPACT:** None

**RECOMMENDATION:** Staff finds the subject application complete and suitable for transmittal to Town Council for further consideration.

**Attachments:** Resolution, Subject Site and Aerial Map

RESOLUTION \_\_\_\_\_

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, TO ACCEPT DRAINAGE EASEMENTS.

WHEREAS, the area known as Sequoia Estates has experienced flooding/drainage problems, and

WHEREAS, the Town of Davie wishes to address and improve said flooding/drainage conditions, and

WHEREAS, The Owners of #2751 and #2801 SW141 Terrace, agree to grant the Town of Davie a 12' x 202' easement for the installation of a drainage system.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. The Town Council of the Town of Davie does hereby agree to accept the drainage easements. The easements being specifically described on the legal description attached hereto as Exhibit "A".

SECTION 2. This resolution shall take effect immediately upon its passage and adoption.

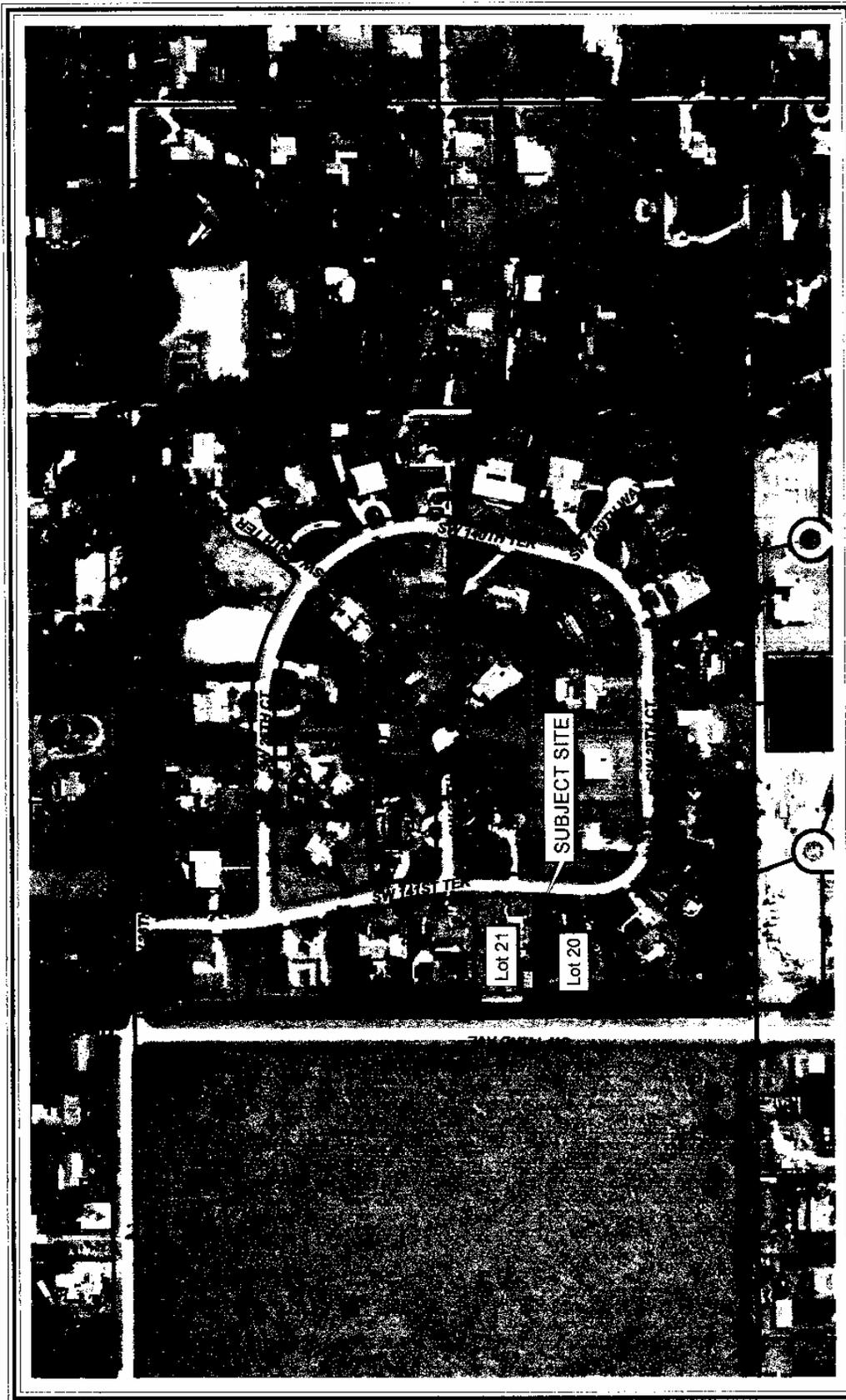
PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2003.

\_\_\_\_\_  
MAYOR/COUNCILMEMBER

ATTEST:

\_\_\_\_\_  
TOWN CLERK

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2003.



**PROPOSED 15 FOOT DRAINAGE EASEMENT  
FOR LOTS 20 & 21 OF SEQUOIA ESTATES**

Aerial Date Flown: January, 2001  
Scale: 1"=300'  
Planning & Zoning Division - GIS  
Prepared 10/16/02



**This document prepared by:**  
Town of Davie Engineering Div.  
6591 Orange Drive  
Davie, Florida 33314-3399

**Return to:**  
Town of Davie Administrative Services  
6591 Orange Drive  
Davie, FL 33314-3399

## **Drainage Easement**

This drainage easement executed this 14th day of Jan. [date], 2007

by **Dennis R. Guilmette & Nancy M. Guilmette**, (Grantor(s)) whose address is(are) **2801 SW 141 Terrace, DAVIE, FL 33330** in which Grantor(s) convey(s) to the Town of Davie, Florida, municipal corporation, located in Broward County, Florida [Grantee] a drainage easement.

Grantor(s) warrant(s) that Grantor(s) is(are) the fee owner(s) of certain real estate situated in the Town of Davie, County of Broward, State of Florida, which is legally described in Exhibit A attached hereto and incorporated herein by reference, referred to hereinafter as the "easement premises"; and

Grantor(s) hereto has (have) determined that it is in Grantor(s) best interest(s) for the grantor(s) to grant the Town of Davie an easement in and along the easement premises for drainage purposes;

Therefore, in consideration of the foregoing:

1. The grantor hereby grants and conveys to the Town of Davie a perpetual drainage easement (which can be over, under and across the easement premises), including the right to ingress and egress to the easement, for construction, reconstruction, alteration, maintenance and repair (to the extent the Town of Davie considers desirable) of pipes, manholes, catch basins, and other necessary or desirable appurtenances to and/or for a drainage system and/or drainage facilities, the easement premises being described as follows which are located in Broward County, Florida:

### **Exhibit A - easement premises legal description**

2. All rights, title and privileges to the easement herein granted shall run with the land and shall be binding upon Grantor(s) and all persons claiming by through or under Grantor(s) and inure to the benefit of the Town of Davie, Florida, its successors and assigns. Grantor will defend the title to said easement against all persons claiming by, through or under Grantor.

IN WITNESS WHEREOF, the Grantor(s) has (have) hereunto set their hands and seals to this Drainage Easement this 14<sup>th</sup> day of, ~~2002~~ January, 2003.

Elizabeth Roberts  
Grantor's Witness Name:  
ELIZABETH A. ROBERTS

Dandra Sauble  
Grantor's Witness Name:

Dennis R. Guilmette  
Grantor: Dennis R. Guilmette

Nancy M. Guilmette  
Grantor: Nancy M. Guilmette

Grantee's Witness Name: \_\_\_\_\_

\_\_\_\_\_  
Grantee  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Grantee's Witness Name:

STATE OF FLORIDA :  
SS :  
COUNTY OF BROWARD :

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of Jan., 2003,  
by Dennis R. Guilmette & Nancy M. Guilmette who are personally known to me or have  
produced FL. License as identification and who did/did not take an oath.

Maria G. Hall  
Notary Public

Maria G. Hall  
Printed Name of Notary

My Commission expires:

DRIVER LICENSE  
CLASS E  
Florida



*Nancy M. Guilmette*

ORGAN DONOR  
R09011022246

The Sunshine State

LICENSE NUMBER  
**G453-633-54-846-0**

NANCY M GUILMETTE  
2901 SW 141 TR  
DAVIE, FL 33330-1184

BIRTH DATE	SEX	HGT.	REB.	ENDORSE
09-26-64	F	5-06		
ISSUED	EXPIRES	DUPLICATE		
08-18-99	08-26-06	10-03-01		



SAFE DRIVER  
MOTORCYCLE ALSO

Operation of a motor vehicle constitutes consent to any sobriety test required by law

RECEIVED  
12/20/02

020205



PORTFOLIO ADMINISTRATION

Bank of America, N.A.  
VA2-410-02-01  
1400 Best Plaza Drive  
Richmond, VA 23227

1.800.953-5321

December 17, 2002

Town Attorney's Office  
Town of Davie, Florida  
6191 SW 6151A  
Suite 6151A  
Davie, Florida 33314  
Attn: Monroe D. Kiar, Esquire

Re. Escrow #: \_\_\_\_\_  
Borrower: Dennis R. and Nancy M. Guilmette  
Loan #: 68219000534499

Enclosed is the following document(s):

- CONSENT BY MORTGAGEE TO DRAINAGE EASEMENT

You are authorized and instructed to record the enclosed document(s) when you can assure us that we will receive the following:

- Certified copies of the recorded document(s).

In the event the enclosed document(s) have not recorded within 30 days of the date of this letter, it is to be returned to us or you are to notify us of the reason for the delay.

Sincerely,

  
Wayne Jones  
Partial Release Department

Prepared by:  
Town of Davie Engineering Dept.  
6591 Orange Drive  
Davie, Florida 33314

Record and Return to:  
Town of Davie Administrative Services  
6591 Orange Drive  
Davie, Florida 33315

**CONSENT (BY MORTGAGEE) TO DRAINAGE EASEMENT**

**BANK OF AMERICA**, whose address is 1400 Best Plaza Dr. , Richmond, VA 23227 the owner and holder of a mortgage dated June 13, 1994, and recorded in Official Records Book 30323 at Page 1319, of the Public Records of Broward County, Florida, encumbering lands more particularly described therein, consents to the grant of that certain Drainage Easement by **Dennis R. Guilmette and Nancy M. Guilmette**, whose address is 2801 SW 141<sup>st</sup> Terrace, Davie, Florida 33330, in favor of the Town of Davie, dated \_\_\_\_\_ and recorded on \_\_\_\_\_, in Official Records Book \_\_\_\_\_ at Page \_\_\_\_\_, of the Public Records of Broward County, Florida, but such consent is without recourse or warranty by **BANK OF AMERICA**, and without **BANK OF AMERICA** assuming any of the obligations of the Grantors of said Easement. This consent shall not, in any way, affect the lien and operation of the Mortgage, and **BANK OF AMERICA** reserves all rights and remedies granted to it under the Mortgage.

WITNESSES:

Kenneth W Stone  
Print Name: KENNETH W STONE, AVP

Gracie F. Hansen  
Print Name: GRACIE F. HANSEN

**BANK OF AMERICA**  
a Florida Banking Corporation

BY: David W. Dawson  
David W. Dawson, its Vice President

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I HEREBY CERTIFY that on this day before me, an officer duly authorized to take acknowledgments, personally appeared David W. Dawson as Vice President of **BANK OF AMERICA**, well known to be the person named in the foregoing instrument, that he/she acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily and that he/she \_\_\_\_\_ is personally known to me or has produced \_\_\_\_\_ as identification, and he/she did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 19<sup>th</sup> day of December, 2002.

Notary Public Wayne C. Jones  
Print Name: Wayne C. Jones

My Commission Expires: 10/31/06

## EXHIBIT "A"

A PORTION OF THE NORTHWEST ONE-QUARTER (NW1/4) OF THE NORTHEAST ONE-QUARTER (NE1/4) OF SECTION 22, TOWNSHIP 50 SOUTH RANGE 40 EAST MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID NORTHWEST ONE-QUARTER (NW1/4) OF THE NORTHEAST ONE-QUARTER (NE1/4) OF SAID SECTION 22; THENCE ALONG THE WEST LINE OF SAID NORTHWEST ONE-QUARTER (NW1/4) OF THE NORTHEAST ONE-QUARTER (NE1/4) OF SECTION 22, NORTH 01 DEG. 37' 31" EAST (BEARING BASIS) 451.61 FEET TO A WESTERLY PROLONGATION OF THE SOUTH LINE OF A 12.00 FOOT DRAINAGE EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 7782, PAGE 379 BROWARD COUNTY RECORDS; THENCE ALONG SAID WESTERLY PROLONGATION, SOUTH 88 DEG 22' 29" EAST 50.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE SOUTH LINE OF SAID 12.00 DRAINAGE EASEMENT SOUTH 88 DEG. 22' 29" EAST 202.28 FEET; THENCE SOUTH 05 DEG. 38' 13" WEST 1.50 FEET; THENCE NORTH 88 DEG. 22' 29" WEST 202.17 FEET TO THE EAST LINE OF A 50.00 FOOT CANAL RESERVATION AS DESCRIBED IN OFFICIAL RECORDS BOOK 7782, PAGE 379 BROWARD COUNTY RECORDS; THENCE ALONG SAID EAST LINE, NORTH 01 DEG. 37' 31" EAST TO THE POINT OF BEGINNING.

SAID LANDS SITUATE LYING, AND BEING IN THE TOWN OF DAVIE, BROWARD COUNTY, FLORIDA AND CONTAINING 303 SQUARE FEET (0.007 ACRES) MORE OR LESS.

A.K.A; THE SOUTH 1.50 FEET OF THE NORTH 7.50 FEET OF LOT 20, BLOCK 1 OF THE UNRECORDED MAP OF SEQUOLA ESTATES, LESS THE WEST 50.00 FEET THEREOF.

EASEMENT

WELLS FARGO BANK  
A. F. CROWLEY  
1004 B248 (F&L) C&L  
FORT LAUDERDALE, FLA. 33310

This instrument prepared by

78-271111

LEONARD PETERS

RWO/SCE/EP/MS 2483  
ER No. 1-710  
Pete No.

s/o Florida Power & Light Co.  
P.O. Box 8248  
Fort Lauderdale, Florida 33310

Section 22  
Township 50-S  
Range 40-E

Sept. 19 1978

FLORIDA POWER & LIGHT COMPANY  
Miami, Florida  
FLORIDA POWER & LIGHT COMPANY  
P. O. BOX 013100  
Gentlemen: MIAMI, FLORIDA 33101

The undersigned, owner (s) of the premises described below, in consideration of the payment of \$1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its licensees, agents, successors, and assigns, an easement for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time, with the right to reconstruct, improve, add to, enlarge, change the size of and remove such facilities or any of them, on the property described as follows:

Easements on portions of the Northwest one-quarter (NW<sup>1</sup>/<sub>4</sub>) of the Northeast one-quarter (NE<sup>1</sup>/<sub>4</sub>) of Section 22, Township 50 South, Range 40 East; said lands situate in Town of Davie, being in Broward County, Florida; said easement more particularly shown and described on Florida Power & Light Company drawing dated September 5, 1978, marked Exhibit "A", attached hereto and made a part hereof.

and, to the fullest extent the undersigned has the power to grant, if at all, over, along and under the roads, streets or highways adjoining or through said property.

The following rights are also granted to allow any other person, firm or corporation to attach wires to any facilities hereunder and lay cable and conduit within the right of way and to operate the same for communications purposes; to ingress and egress to said premises at all times; to clear the land and keep it cleared of all trees, undergrowth or other obstructions within the easement area; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the lines or systems of communications or power transmission or distribution.

IN WITNESS WHEREOF, the undersigned have signed and sealed this agreement on September 19, 1978.

Signed, sealed and delivered in the presence of:

*Handwritten signatures of Theodore S. Keehn and C. Fred Schenk*

SEQUOIA ESTATES, INC.  
By: *Theodore S. Keehn* PRESIDENT  
Attest: *C. Fred Schenk* SECRETARY  
C. FRED SCHENK

STATE OF FLORIDA AND COUNTY OF BROWARD

HEREBY CERTIFY that before me, personally appeared THEODORE S. KEEHN and C. FRED SCHENK, respectively, President and Secretary of SEQUOIA ESTATES, INC.

a Corporation organized under the Laws of the State of Florida, to me known to be the persons described in and who executed the foregoing instrument, and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation and that said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in said County and State this 19 day of Sept. 19 78

My commission expires APR. 20 1982  
BOND THRU GENERAL INS. UNDERWRITERS

*Notary Seal and Signature of Notary Public*  
Notary Public, State of Florida at Large  
FORM 1729A, REV. 2/71

FILE 7825 PAGE 172

10-00

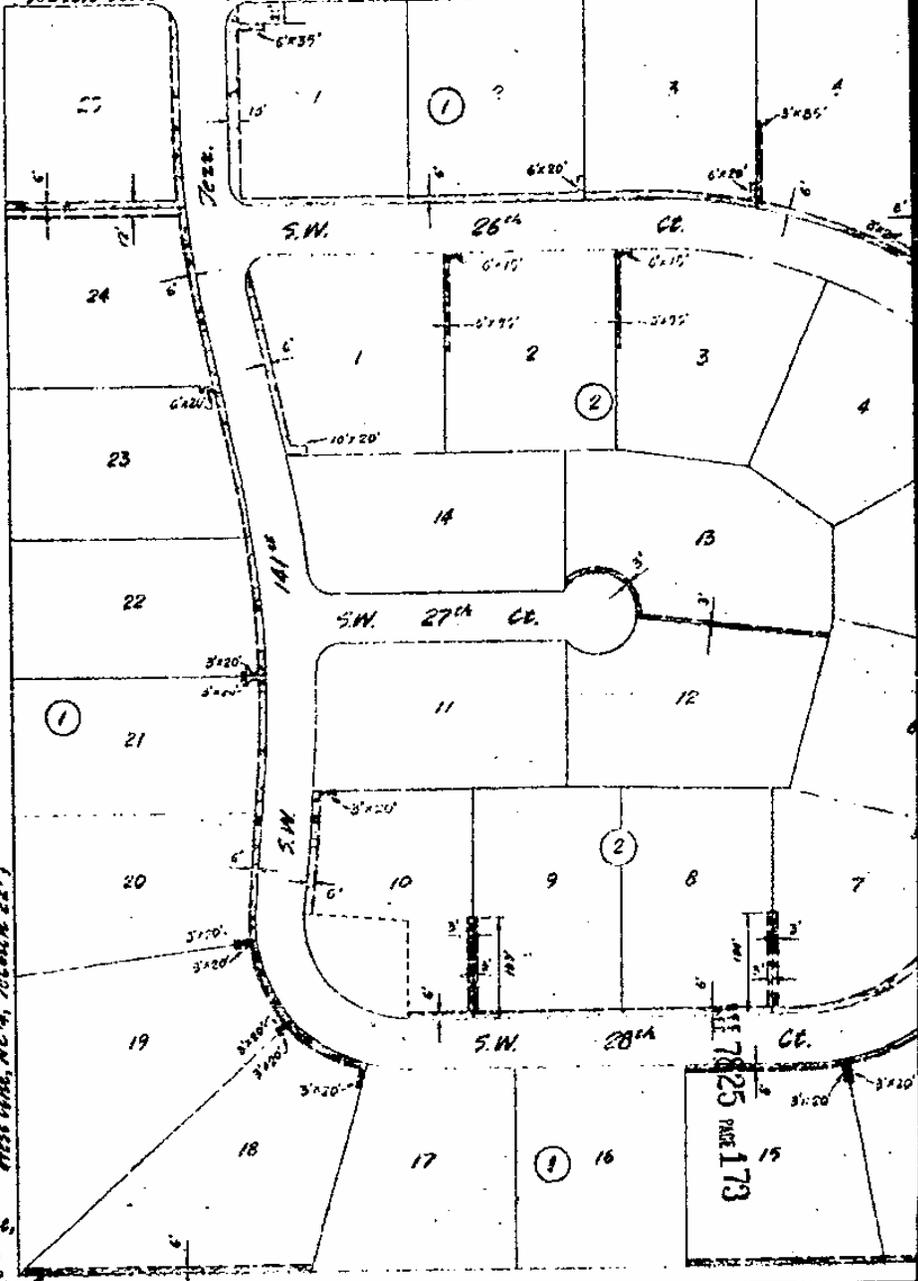
North line Sections 22-50-40

S.W. 26<sup>th</sup> SE.

S.W. 1/2<sup>nd</sup> Sec. (Ray Street Rd.)

West line, NE 1/4, Section 22.

South line, NW 1/4, NE 1/4, Section 22.



7025  
PAGE 173



*Florida Power & Light Company  
Utility Easements  
(Shaded Area)*

REC 7825 PAGE 174

PLEASE RETURN TO  
A. F. CROWLEY  
P. O. BOX 8248 ORLANDO FL  
FL. LAUDERDALE, FLA. 33311

STATE OF FLORIDA  
DOCUMENTARY STAMP TAX  
DEPT. OF REVENUE  
OCT 1978  
\$ 00.30

*Exhibit A*  
*Sequoia Estates*  
*Scale N.T.S. Date 9-5-78*  
*D. Moore*

RECORDED IN THE OFFICIAL RECORDS BOOK  
IN BROWARD COUNTY FL  
R. D. KAWTH  
COUNTY ADMINISTRATOR

EASEMENT

40 80-343263

This instrument prepared by:

LEONARD (PETE) PETERS FL-U

921.1-710  
RWO/2483  
ER No. 1-710  
Pole No.

c/o Florida Power & Light Co.  
P.O. Box 8248  
Fort Lauderdale, Florida 33310

Section 22  
Township 50-S  
Range 40-E

OCT 21 1980

FLORIDA POWER & LIGHT COMPANY  
Miami, Florida

Gentlemen:

ROWLEY  
NOTARY PUBLIC  
STATE OF FLORIDA

The undersigned, owner (s) of the premises described below, in consideration of the payment of \$1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its licensees, agents, successors, and assigns, an easement for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the size of and remove such facilities or any of them, on the property described as follows:

A utility easement in the Northeast one-quarter (NE¼) of Section 22, Township 50 South, Range 40 East, being more particularly described as follows: Commencing at the Northeast corner of the Northwest one-quarter (NW¼) of the Northeast one-quarter (NE¼) of Section 22, Township 50 South, Range 40 East; thence South 1° 36' 18" West, along the East line of the said Northwest one-quarter (NW¼) of the Northeast one-quarter (NE¼) of said Section 22, a distance of 302.64 feet; thence South 61° 57' 13" West a distance of 368.54 feet to the "Point of Beginning"; thence continuing South 61° 57' 13" West a distance of 24 feet, thence Northwesterly with an included angle of 90° for a distance of 3 feet, and thence North 61° 57' 13" East a distance of 8 feet plus or minus; thence Northwesterly with an included angle of 90° for a distance of 93 feet plus or minus, to a point

NOV 20 2:54 PM '80

and, to the fullest extent the undersigned has the power to grant, if at all, over, along and under the roads, streets or highways adjoining or through said property.

The following rights are also granted to allow any other person, firm or corporation to attach wires to any facilities hereunder and lay cable and conduit within the right of way and to operate the same for communications purposes; to ingress and egress to said premises at all times; to clear the land and keep it cleared of all trees, undergrowth or other obstructions within the easement area; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the lines or systems of communications or power transmission or distribution.

IN WITNESS WHEREOF, the undersigned ha S signed and sealed this agreement on OCT 21, 1980.

Signed, sealed and delivered in the presence of:

*[Signature]*  
*[Signature]*

*[Signature]* (SEAL)  
WILLIAM ROBERT HEMPHILL, A SINGLE MAN (SEAL)

REF 9256 REC 400

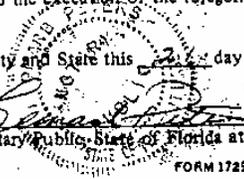
STATE OF FLORIDA DOCUMENTARY STAMP TAX DEPT. OF REVENUE NOV 18 1980 00.40

STATE OF FLORIDA AND COUNTY OF Broward

I, a Notary Public in and for the County and State aforesaid, do hereby certify that William Robert Hemphill and [Signature] known to me, personally appeared before me and acknowledged the execution of the foregoing instrument for the uses and purposes therein expressed.

WITNESS my hand and official seal in said County and State this 21 day of October, 1980.

My commission expires: NOTARY PUBLIC STATE OF FLORIDA AT LARGE MY COMMISSION EXPIRES MAY 6 1984 Notary Public, State of Florida at Large BOUND BY GENERAL LNS, UNDERWRITERS FORM 1729 REV. 2/71



*[Handwritten mark]*

7-00

which lies on a curve to the right, and thence along said curve which has a radius of 285 feet and a central angle of  $19^{\circ} 38' 15''$  for an arc distance of 97.68 feet to the aforementioned "Point of Beginning". Said land situate, lying and being in the Town of Davie, Florida.

RECORDED IN THE OFFICIAL RECORDS BOOKS  
OF BROWARD COUNTY, FLORIDA  
**GRAHAM W. WATT**  
COUNTY ADMINISTRATOR

REF 9256 PAGE 401



Administration 797-1030  
Town Clerks Office 797-1020  
Budget & Finance 797-1050  
Parks & Recreation 797-1145  
Development Services 797-1111  
Human Resources 797-1100

Engineering 797-1113  
Fire Department 797-1211  
Police Department 693-8200  
Public Works 797-1240  
Utilities 433-4000  
Planning & Zoning 797-1103

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Town of Davie

6591 Orange Drive Davie, Florida 33314-3399

(954) 797-1000

---

June 3, 2002

Lawrence and Patricia Gibbs  
2751 SW 141 Terrace  
Davie, FL 33330

Re: Drainage and Water Control

Dear Mr. & Mrs Gibb,

The rainy season is approaching, and will bring flooding conditions. The Town of Davie needs your assistance in improving the drainage. An Engineering firm prepared a study for your area and made recommendations for drainage improvements. The Town has budgeted the funds for the installation of these recommended improvements and scheduled Public Works crews to install the improvements prior to this rainy season.

We need your authorization and grant of easement in order to perform and maintain the work. We hired survey firms to describe the necessary easement area. All documents are currently being reviewed by our attorneys and title searches are being performed. Upon completion of these documents, you will be asked to grant the easement. In order to expedite the process, we are sending the final Drainage Easement for your execution. Please note that a "Consent by Mortgagee" is also included. Please fill out the highlighted areas and signed by the Mortgagee.

If you have any questions about the proposed work or wish to review the Drainage Study, please contact me at (954) 797-1113.

Sincerely,

Larry A. Peters, P.E.  
Town Engineer

Development Server/Engineering/Letters/L-  
Enclosures

**This document prepared by:**  
Town of Davie Engineering Div.  
6591 Orange Drive  
Davie, Florida 33314-3399

**Return to:**  
Town of Davie Administrative Services  
6591 Orange Drive  
Davie, FL 33314-3399

## **Drainage Easement**

This drainage easement executed this 20<sup>th</sup> September [date], 2002

by **Lawrence A. Gibbs and Patricia A. Gibbs**, (Grantor(s)) whose address is(are) **2751 SW 141 Terrace, DAVIE, FL 33330** in which Grantor(s) convey(s) to the Town of Davie, Florida, municipal corporation, located in Broward County, Florida [Grantee] a drainage easement.

Grantor(s) warrant(s) that Grantor(s) is(are) the fee owner(s) of certain real estate situated in the Town of Davie, County of Broward, State of Florida, which is legally described in Exhibit A attached hereto and incorporated herein by reference, referred to hereinafter as the "easement premises"; and

Grantor(s) hereto has (have) determined that it is in Grantor(s) best interest(s) for the grantor(s) to grant the Town of Davie an easement in and along the easement premises for drainage purposes;

Therefore, in consideration of the foregoing:

1. The grantor hereby grants and conveys to the Town of Davie a perpetual drainage easement (which can be over, under and across the easement premises), including the right to ingress and egress to the easement, for construction, reconstruction, alteration, maintenance and repair (to the extent the Town of Davie considers desirable) of pipes, manholes, catch basins, and other necessary or desirable appurtenances to and/or for a drainage system and/or drainage facilities, the easement premises being described as follows which are located in Broward County, Florida:

### **Exhibit A - easement premises legal description**

2. All rights, title and privileges to the easement herein granted shall run with the land and shall be binding upon Grantor(s) and all persons claiming by through or under Grantor(s) and inure to the benefit of the Town of Davie, Florida, its successors and assigns. Grantor will defend the title to said easement against all persons claiming by, through or under Grantor.

IN WITNESS WHEREOF, the Grantor(s) has (have) hereunto set their hands and seals to this Drainage Easement this 26<sup>th</sup> day of, 2002. Sept

Dwight Moore (Dwight Moore)  
Grantor's Witness Name:

Maria G. Hall  
Grantor's Witness Name:

Grantee's Witness Name:

Grantee's Witness Name:

Lawrence A. Gibbs  
Grantor: Lawrence A. Gibbs

Patricia A. Gibbs  
Grantor: Patricia A. Gibbs

Grantee  
Print Name: \_\_\_\_\_

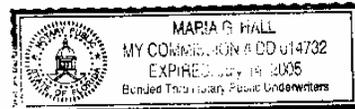
STATE OF FLORIDA :  
SS :  
COUNTY OF BROWARD :

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of Sept, 2002, by Lawrence A. Gibbs and Patricia A. Gibbs who are personally known to me or have produced Florida Drivers License as identification and who did/did not take an oath.

Maria G. Hall  
Notary Public

Maria G. Hall  
Printed Name of Notary

My Commission expires:



DESCRIPTION :

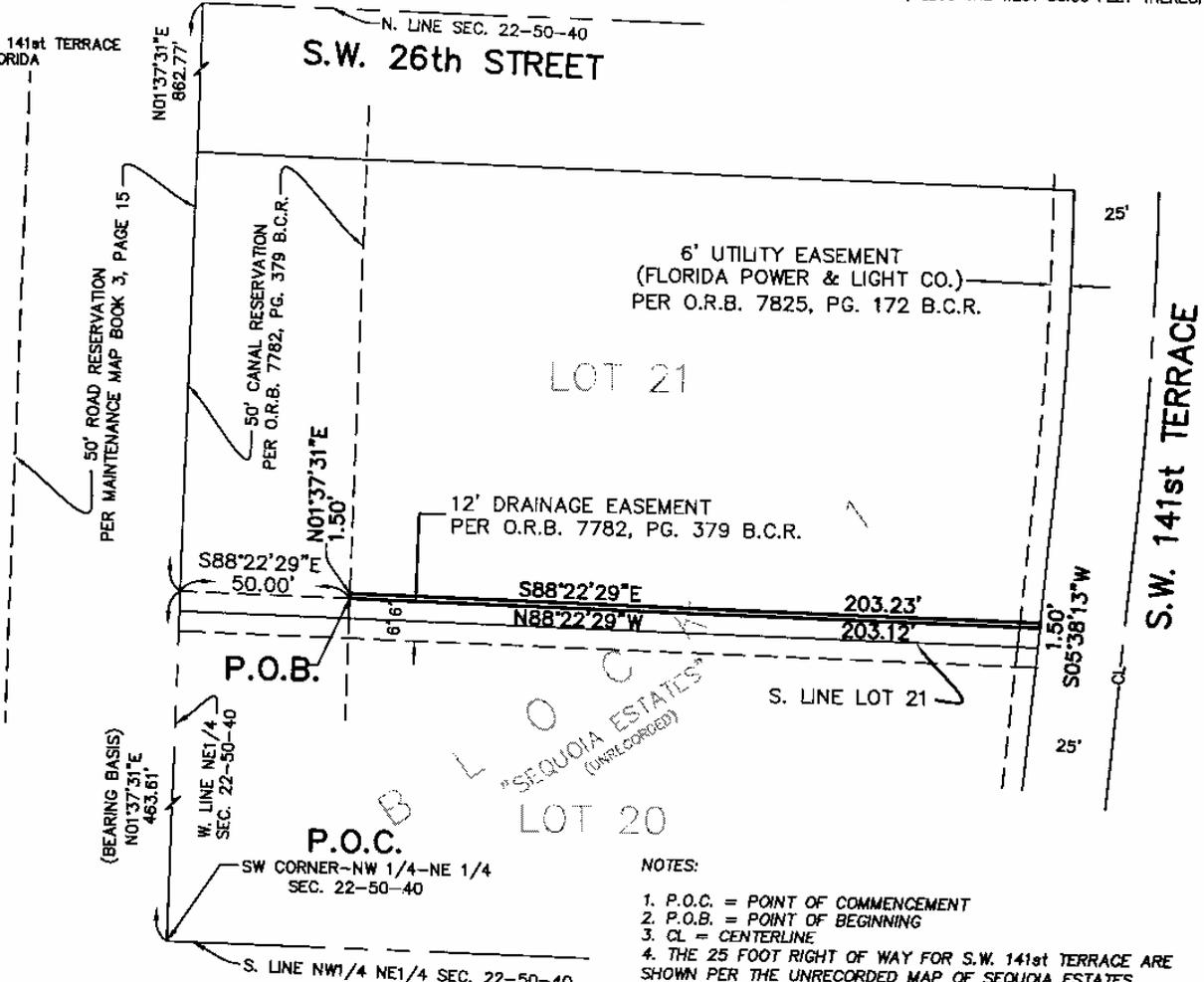
SKETCH AND DESCRIPTION FOR:  
**TOWN OF DAVIE**

A PORTION OF THE NORTHWEST ONE-QUARTER (NW¼) OF THE NORTHWEST ONE-QUARTER (NW¼) OF SECTION 22, TOWNSHIP 50 SOUTH, RANGE 40 EAST, MORE FULLY DESCRIBED AS FOLLOWS:  
COMMENCE AT THE SOUTHWEST CORNER OF SAID NORTHWEST ONE-QUARTER (NW¼) OF THE NORTHWEST ONE-QUARTER (NW¼) OF SAID SECTION 22; THENCE ALONG THE WEST LINE OF SAID NORTHWEST ONE-QUARTER (NW¼) OF THE NORTHWEST ONE-QUARTER (NW¼) OF SAID SECTION 22, NORTH 01°37'31" EAST (BEARING BASIS) 463.61 FEET TO A WESTERLY PROLONGATION OF THE NORTH LINE OF A 12.00 FOOT DRAINAGE EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 7782, PAGE 379, BROWARD COUNTY RECORDS; THENCE ALONG SAID WESTERLY PROLONGATION, SOUTH 88°22'29" EAST 50.00 FEET TO THE POINT OF BEGINNING; THENCE ALONG THE EAST LINE OF A 50.00 FOOT CANAL RESERVATION AS DESCRIBED IN OFFICIAL RECORDS BOOK 7782, PAGE 379 BROWARD COUNTY RECORDS, NORTH 01°37'31" EAST 1.50 FEET; THENCE SOUTH 88°22'29" EAST 203.23 FEET; THENCE SOUTH 05°38'13" WEST 1.50 FEET TO THE NORTH LINE OF SAID 12.00 FOOT DRAINAGE EASEMENT; THENCE ALONG SAID NORTH LINE, NORTH 88°22'29" WEST 203.12 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING, AND BEING IN THE TOWN OF DAVIE, BROWARD COUNTY, FLORIDA AND CONTAINING 305 SQUARE FEET (0.007 ACRES) MORE OR LESS.

A.K.A.: THE NORTH 1.50 FEET OF THE SOUTH 7.50 FEET OF LOT 21, BLOCK 1 OF THE UNRECORDED MAP OF SEQUOIA ESTATES, LESS THE WEST 50.00 FEET THEREOF.

ADDRESS:  
2751 S.W. 141st TERRACE  
DAVE, FLORIDA



**GRAPHIC SCALE**



( IN FEET )  
1 INCH = 50 FEET

**NOTES:**

1. P.O.C. = POINT OF COMMENCEMENT
2. P.O.B. = POINT OF BEGINNING
3. CL = CENTERLINE
4. THE 25 FOOT RIGHT OF WAY FOR S.W. 141st TERRACE ARE SHOWN PER THE UNRECORDED MAP OF SEQUOIA ESTATES.
5. O.R.B. = OFFICIAL RECORDS BOOK
6. PG. = PAGE
8. B.C.R. = BROWARD COUNTY RECORDS

I hereby certify that this sketch meets the Minimum Technical Standards as set forth by the Florida Board of Professional Land Surveyors and Mappers in Chapter 61G17-8 Florida Administrative Code pursuant to Section 472.027, Florida Statutes.

Dated this 5th day of February, 2002 A.D.

*William M. Lynch*  
**WILLIAM M. LYNCH**

Professional Surveyor and Mapper  
State of Florida Registration No. 4068  
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL  
RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER



ENGINEERS • PLANNERS • SURVEYORS  
LANDSCAPE ARCHITECTS  
ENVIRONMENTAL PROFESSIONALS  
1800 N. DOUGLAS ROAD, SUITE 200  
PEMBROKE PINES, FLORIDA 33024  
(954)438-7000 FAX: (954)437-2868  
CERT. OF AUTHORIZATION L.R. 9600

2-28-02	REVISED BOUNDARY AND DESCRIPTION	PSS
DATE	REVISIONS	DATE

DRAWN BY: PSS/ CHECKED BY: BL

PROJECT NO.  
**2094-24.301**

FILE NO.  
**11-1B-270**



Previous | Next

View Map

Assessed values shown are NOT certified values and are subject to change before final certification for ad valorem tax purposes

<b>Site Address</b>	2751 SW 141 TER Davie	100-22-03-04160
<b>Legal Description</b>		
22-50-40 COMM AT SW COR OF NW1/4 OF NE1/4 OF SEC 22,NLY 457.61 TO POB,CONT NLY 139,ELY 258.33 TO PT ON CUR, SLY AN ARC DIST OF 91.79 TO P/T, SLY 47.38,WLY 252.70 TO POB AKA LOT 21 BLK 1 OF SEQUOIA ESTATES UNREC		
<b>Property Owner</b>	GIBBS,LAWRENCE A & PATRICIA A	
<b>Mailing Address</b>	2751 SW 141ST TER DAVIE FL 33330-1169	
		<b>Property ID#</b>
		504022030210
		<b>Millage Code</b>
		2434
		<b>Use Code</b>
		01

Property Assessment Values					
Year	Land	Building	Land Value AG	Total	Tax
Current	124,870	129,150	.	254,020	.
2001	124,870	120,580	.	245,450	4,072.98
2000	107,030	104,650	.	211,680	3,965.43

Save Our Home Value	Exemptions			
	Type	Wid/Vet/Dis	Homestead	Non-Exempt
185,390	.	.	25,000	160,390

Sales History					Land Calculations		
Date	Type	Price	Book	Page	Price	Factor	Type
04/85	W	159,000	12456	4	3.50	35,677	SF
01/79	W	22,000	.	.	.	.	.
.	.	.	.	.	.	.	.
.	.	.	.	.	.	.	.
.	.	.	.	.	Adj. Bldg. S.F.		3,016

SKETCH AND DESCRIPTION FOR:  
**TOWN OF DAVIE**

DESCRIPTION :

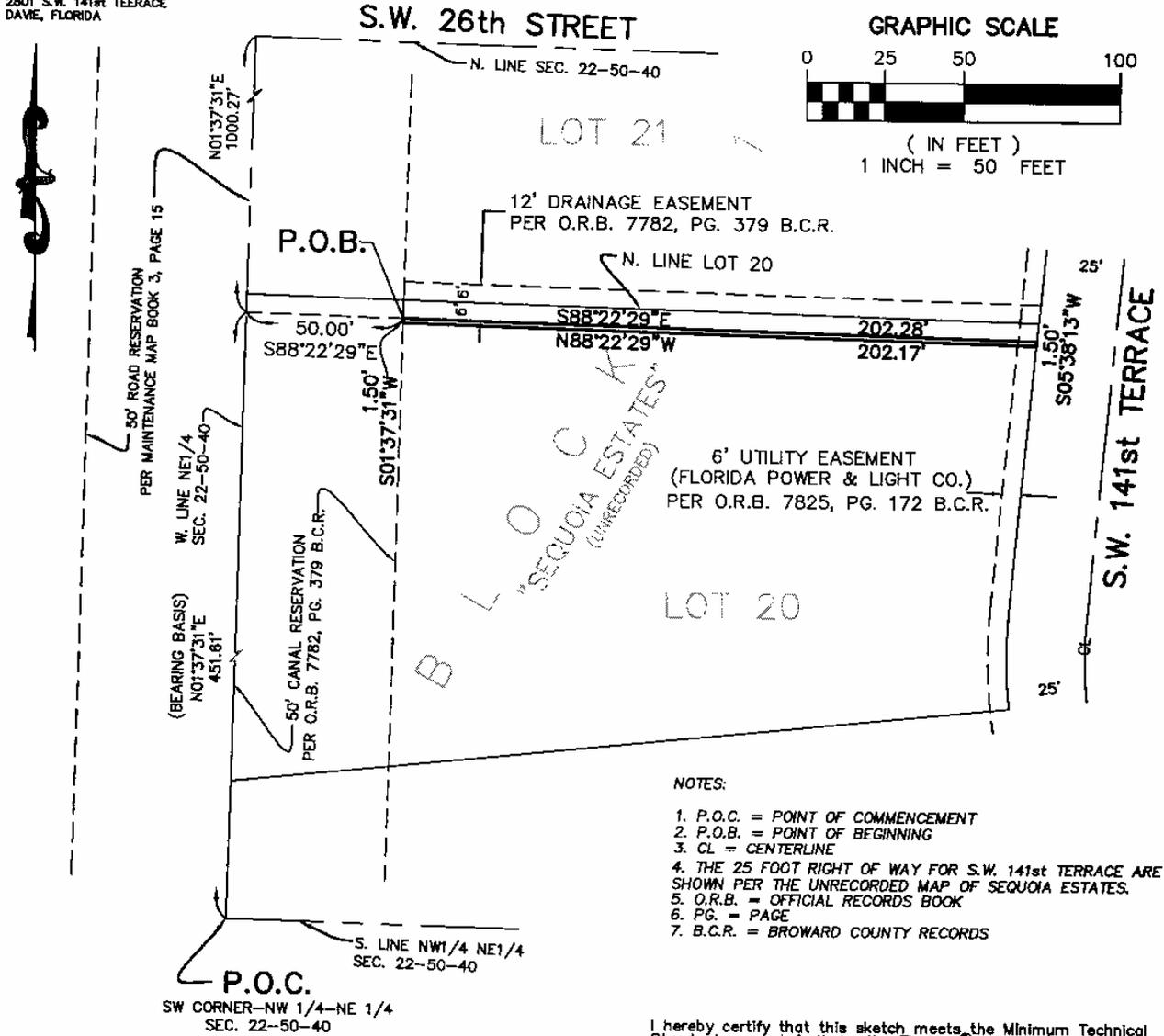
A PORTION OF THE NORTHWEST ONE-QUARTER (NW¼) OF THE NORTHEAST ONE-QUARTER (NE¼) OF SECTION 22, TOWNSHIP 50 SOUTH, RANGE 40 EAST, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID NORTHWEST ONE-QUARTER (NW¼) OF THE NORTHEAST ONE-QUARTER (NE¼) OF SAID SECTION 22; THENCE ALONG THE WEST LINE OF SAID NORTHWEST ONE-QUARTER (NW¼) OF THE NORTHEAST ONE-QUARTER (NE¼) OF SECTION 22, NORTH 01°37'31" EAST (BEARING BASIS) 451.61 FEET TO A WESTERLY PROLONGATION OF THE SOUTH LINE OF A 12.00 FOOT DRAINAGE EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 7782, PAGE 379 BROWARD COUNTY RECORDS; THENCE ALONG SAID WESTERLY PROLONGATION, SOUTH 88°22'29" EAST 50.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE SOUTH LINE OF SAID 12.00 DRAINAGE EASEMENT, SOUTH 88°22'29" EAST 202.28 FEET; THENCE SOUTH 05°38'13" WEST 1.50 FEET; THENCE NORTH 88°22'29" WEST 202.17 FEET TO THE EAST LINE OF A 50.00 FOOT CANAL RESERVATION AS DESCRIBED IN OFFICIAL RECORDS BOOK 7782, PAGE 379 BROWARD COUNTY RECORDS; THENCE ALONG SAID EAST LINE, NORTH 01°37'31" EAST 1.50 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING, AND BEING IN THE TOWN OF DAVIE, BROWARD COUNTY, FLORIDA AND CONTAINING 303 SQUARE FEET (0.007 ACRES) MORE OR LESS.

A.K.A.: THE SOUTH 1.50 FEET OF THE NORTH 7.50 FEET OF LOT 20, BLOCK 1 OF THE UNRECORDED MAP OF SEQUOIA ESTATES, LESS THE WEST 50.00 FEET THEREOF.

ADDRESS:  
 2801 S.W. 141st TERRACE  
 DAVIE, FLORIDA



NOTES:

1. P.O.C. = POINT OF COMMENCEMENT
2. P.O.B. = POINT OF BEGINNING
3. CL = CENTERLINE
4. THE 25 FOOT RIGHT OF WAY FOR S.W. 141st TERRACE ARE SHOWN PER THE UNRECORDED MAP OF SEQUOIA ESTATES.
5. O.R.B. = OFFICIAL RECORDS BOOK
6. PG. = PAGE
7. B.C.R. = BROWARD COUNTY RECORDS

I hereby certify that this sketch meets the Minimum Technical Standards as set forth by the Florida Board of Professional Land Surveyors and Mappers in Chapter 61G17-6 Florida Administrative Code pursuant to Section 472.027, Florida Statutes.

Dated this 5th day of February, 2002 A.D.

*William M. Lynch*  
**WILLIAM M. LYNCH**  
 Professional Surveyor and Mapper  
 State of Florida Registration No. 4068

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER



ENGINEERS • PLANNERS • SURVEYORS  
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 ENVIRONMENTAL PROFESSIONALS

1800 N. DOUGLAS ROAD, SUITE 200  
 FLEMING PARK, FLORIDA 33024  
 (854) 438-7000 FAX (854) 437-2868  
 CERT. OF AUTHORIZATION L.E. 6880

2-28-02	REVISED BOUNDARY AND DESCRIPTION	PSS	
DATE	REVISIONS	BY	CHECK

DRAWN BY: PSS/ CHECKED BY: BL

2094-24.301

FILE NO. 11-1B-266

# BESKIN, LEWIS & KRACOFF, P.A.

Attorneys At Law

8220 STATE ROAD 84 • SUITE 302 • DAVIE, FLORIDA 33324

TELEPHONE (954) 452-9010 FAX (954) 474-1739

E-Mail: [legallewis@aol.com](mailto:legallewis@aol.com)

**Jay R. Beskin •**  
**Alan Jay Lewis ••**  
**Ellen Kracoff**

• Admitted in Florida, Illinois and  
District of Columbia

•• Admitted in Florida and New York

**Naples Office:**  
**866 99th Avenue North**  
**Naples, Florida 34108**  
**(941) 591-3580**

March 12, 2002

Monroe D. Kiar, Esq.  
6191 S.W. 45 St., Suite 6151-A  
Davie, FL 33314

RE: Title Opinion for a Drainage Easement  
Lawrence A. Gibbs and Patricia A. Gibbs

Dear Monroe:

This office has been asked to provide an opinion as to the status of title for the real property described below. This opinion is furnished to you for the purpose of assisting you in your preparation of the Drainage Easement conveyance document.

I hereby certify that I am an attorney in good standing with the Florida Bar, and I base this title opinion upon a title search report prepared by Attorneys' Title Insurance Fund, Inc., which title search includes those documents recorded in the Public Records of Broward County, Florida, through February 19, 2002, at 11 p.m., covering certain property lying and being in Broward County, Florida.

Based upon an examination of the above-referenced title search, I find the following:

1. The legal description is:

See attached Exhibit "A".

2. That the owners of record of the property are:

Lawrence A. Gibbs and Patricia A. Gibbs, his wife

3. That the mortgage holders of record are:

A. Mortgage to Young and Associates recorded in O.R. Book 14272, Page 250; subsequently

assigned to Chase Mortgage Company by instrument recorded in O.R. Book 29224, Page 1688, of the Public Records of Broward County, Florida.

4. Restrictions/Easements and other pertinent documents of record are:

A. Declaration of Restrictions by Sequoia Estates, Inc., recorded March 17, 1978, in O.R. Book 7472, Page 127, together with Amendments recorded in O.R. Book 8664, Page 924, and O.R. Book 11788, Page 61 of the Public Records of Broward County, Florida.

B. Maintenance Agreement by and between Central Broward Drainage District and Sequoia Estates, Inc., recorded in O.R. Book 7782, Page 373, of the Public Records of Broward County, Florida.

C. Easement in favor of Central Broward Drainage District recorded in O.R. Book 7782, Page 379, of the Public Records of Broward County, Florida. (Note: This easement intersects your proposed Drainage Easement.)

D. Easements in favor of Florida Power & Light Co., recorded in O.R. Book 7825, Page 172, and O.R. Book 9256, Page 400. (Note: This easement intersects your proposed Drainage Easement but is not shown on the Survey prepared by Miller Legg & Associates).

5. Taxes:

2001 taxes and assessments were paid on November 1, 2001, in the amount of \$3,946.48.

The Drainage Easement provided for review needs to be corrected. The Grantors' names should appear in the form they acquired title, including marital status; and the legal description should appear as in this opinion. On "A." the word "tract" is misspelled.

Further investigation is suggested to insure that the overlapping of your Drainage Easement with easements in favor of Florida Power & Light Co. and Central Broward Drainage District do not conflict with your proposed usage of the property. It is also suggested that your survey be redrawn to incorporate all easements.

This opinion is provided for the sole purpose of assisting you in connection with the preparation of the Drainage Easement conveyance document of the above-referenced property, and without my prior written consent may not be relied upon by any person or entity.

Should you have any questions regarding this title opinion or require additional information, please do not hesitate to contact me.

Sincerely yours,

A handwritten signature in cursive script that reads "Ellen Kracoff". The signature is written in black ink and is positioned above the typed name.

Ellen Kracoff, Esq.

MCG

Enclosures

EXHIBIT "A"

The South 7.50 feet of

Lot 21 in Block 1 of SEQUOIA ESTATES, an unrecorded Plat, more particularly described as follows:

A portion of the Northwest One-Quarter (NW $\frac{1}{4}$ ) of the Northeast One-Quarter (NE $\frac{1}{4}$ ) of Section 22, Township 50 South, Range 40 East, described as follows:

Commencing at the Southwest corner of the said NW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 22; thence North 1° 37' 31" East along the West line of the said NE $\frac{1}{4}$  of Section 22, a distance of 457.61 feet to the Point of beginning; thence continuing North 1° 37' 31" East along the said West line, a distance of 139 feet; thence South 88° 22' 29" East, a distance of 258.33 feet to a point on a curve; thence Southerly along a curve to the right whose tangent bears South 0° 30' 21" West with a radius of 1025 feet and a central angle of 5° 07' 52", an arc distance of 91.79 feet to a point of tangency; thence South 5° 38' 13" West, a distance of 47.38 feet; thence North 88° 22' 29" West, a distance of 252.70 feet to the Point of Beginning.

DESCRIPTION :

# TOWN OF DAVIE

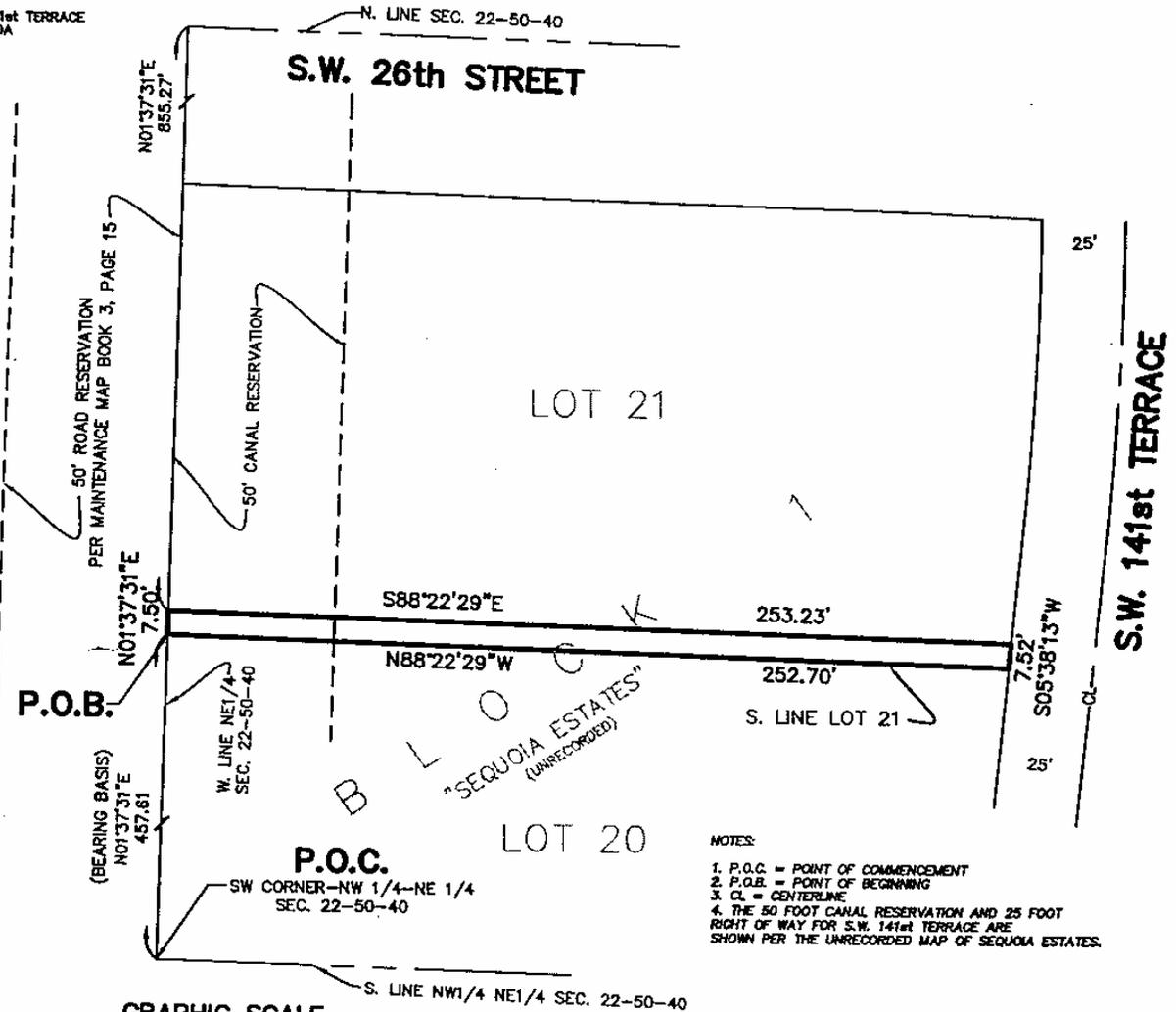
A PORTION OF THE NORTHWEST ONE-QUARTER (NW¼) OF THE NORTHEAST ONE-QUARTER (NE¼) OF SECTION 22, TOWNSHIP 50 SOUTH, RANGE 40 EAST, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID NORTHWEST ONE-QUARTER (NW¼) OF THE NORTHEAST ONE-QUARTER (NE¼) OF SECTION 22; THENCE ALONG THE WEST LINE OF SAID NORTHWEST ONE-QUARTER (NW¼) OF THE NORTHEAST ONE-QUARTER (NE¼) OF SECTION 22 FOR THE FOLLOWING TWO (2) COURSES: (1) NORTH 01°37'31" EAST 457.61 FEET TO THE POINT OF BEGINNING; (2) NORTH 01°37'31" EAST 7.50 FEET; THENCE SOUTH 88°22'29" EAST 253.23 FEET; THENCE SOUTH 05°38'13" WEST 7.52 FEET; THENCE NORTH 88°22'29" WEST 252.70 FEET TO THE POINT OF BEGINNING.

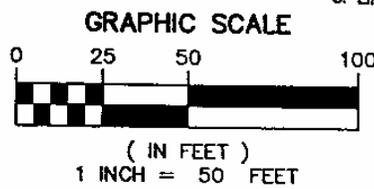
A.K.A.: THE SOUTHERLY 7.50 FEET OF LOT 21, BLOCK 1 OF THE UNRECORDED MAP OF SEQUOIA ESTATES

SAID LANDS SITUATE, LYING, AND BEING IN THE TOWN OF DAVIE, BROWARD COUNTY, FLORIDA, AND CONTAINING 1897 SQUARE FEET (0.044 ACRES) MORE OR LESS.

ADDRESS:  
2751 S.W. 141st TERRACE  
DAVIE, FLORIDA



- NOTES:
1. P.O.C. = POINT OF COMMENCEMENT
  2. P.O.B. = POINT OF BEGINNING
  3. CL = CENTERLINE
  4. THE 50 FOOT CANAL RESERVATION AND 25 FOOT RIGHT OF WAY FOR S.W. 141st TERRACE ARE SHOWN PER THE UNRECORDED MAP OF SEQUOIA ESTATES.



I hereby certify that this sketch meets the Minimum Technical Standards as set forth by the Florida Board of Professional Land Surveyors and Mappers in Chapter 61G17-6 Florida Administrative Code pursuant to Section 472.027, Florida Statutes.

Dated this 5th day of February, 2002, A.D.

*William M. Lynch*  
**WILLIAM M. LYNCH**  
 Professional Surveyor and Mapper  
 State of Florida Registration No. 4068

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

**MILLER LEGG & ASSOCIATES, INC.**  
 ENGINEERS • PLANNERS • SURVEYORS  
 LANDSCAPE ARCHITECTS  
 ENVIRONMENTAL PROFESSIONALS  
 1800 N. DOUGLAS ROAD, SUITE 200  
 PENSACOLA PINES, FLORIDA 32524  
 (904) 438-7000 FAX (904) 437-2998  
 CERT. OF AUTHORIZATION L.E. 6080

DATE	REVISIONS	DRN. CHK.

DRAWN BY: PSS/ CHECKED BY: BL

PROJECT NO. 2094-24.301

FILE NO. 11-1B-270

78-246954

MAINTENANCE AGREEMENT

THIS AGREEMENT made and entered into this 17th day of April, 1978, by and between CENTRAL BROWARD DRAINAGE DISTRICT, a political subdivision of the State of Florida, hereinafter referred to as "the District", and SEQUOIA ESTATES INC. a corporation qualified to do business in the State of Florida hereinafter referred to as "the Developer".

79 SEP 22 PM 2:59

RECITALS:

A. The District is a political subdivision of the State of Florida charged with the responsibility of effecting drainage within its geographical boundaries.

B. The Developer, is a corporation developing that project known as, SEQUOIA ESTATES, which development is situated entirely within the geographical boundaries of the District.

B. As a part of the development of SEQUOIA ESTATES intends to install lakes, canals and other types of water courses for drainage.

D. The District requires that such water courses be properly maintained and The Developer has agreed to effect such maintenance and the parties desire to reduce such agreement to writing.

NOW, THEREFORE, in consideration of the mutual promises each to the other running, and other good and valuable consideration, the parties agree as follows:

1. The Developer shall be responsible for and shall bear the cost of maintaining in good condition, as the same is hereinafter defined, all lakes, canals, swales, retention berms and drainage channels, hereinafter collectively referred to as "water courses", which may be on or about the real property described on Exhibit "A" attached hereto.

2. That "good condition" shall be that standard of care and maintenance as may be established from time to time by the District and shall be deemed to include, but not limited to, the control of weeds and other vegetation and the maintenance of slope and depth.

3. That the District will have the right and authority to enter upon and cross over the property described on Exhibit "A" hereto for the purpose of inspecting the water courses, and in the event that the District determines that the maintenance of said water courses do not meet the standards established by the District, notice will be given by the District to the Developer and the Developer will be given a period of 15 days from and after the mailing of such notice within which to remedy such defect or obtain from the District, in writing, an extension, for good cause shown, of the time within which to remedy such defect, failing either of the foregoing, the District may, at its option, correct such defect for and on behalf of the Developer.

APR 17 1978 PAGE 379

→  
-1-

CENTRAL BROWARD DRAINAGE DISTRICT  
8020 STIRLING ROAD (DAVIE)  
HOLLYWOOD, FLA. 33024

File  
(1600)  
[Signature]

4. That in the event that the District is required to perform such maintenance on behalf of the Developer, then and in such event, the District shall be deemed to have a lien against the Developer's property, which lien will be inferior only to any existing first mortgage then encumbering said property, ad valorem taxes and such other liens, impositions and assessments as may be given priority by applicable statutes, and said liens shall be for all such costs incurred by the District together with interest thereon computed at 10% per annum. In the further event that the District is required to foreclose its lien, then and in such event, the District will be entitled additionally to receive its reasonable attorney fees and costs expended in connection with such foreclosure or collection procedure.

5. Should the Developer subdivide the property described on Exhibit "A" hereto, the Developer's obligation to maintain shall devolve upon the individual purchasers of the subdivided parcels, their heirs, successors and assigns, and shall be a covenant to run with the land. Regardless of whether or not the Developer subdivides such property, their obligation to maintain shall be binding upon its heirs, successors and assigns and shall be a covenant running with the land.

6. This Agreement shall be governed by the laws of the State of Florida.

7. In any action to enforce the terms of this Agreement, whether suit be brought or not, the prevailing parties shall be entitled to a reasonable attorney's fee and costs.

8. This Agreement shall be placed of record among the Public Records of Broward County, Florida, the Developer to bear the cost.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

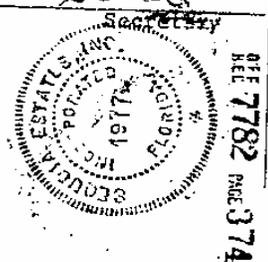
Witnessed by:

*John H. ...*  
*R. ...*  
As to District

CENTRAL BROWARD DRAINAGE DISTRICT  
By *Magnum ...* Chairman  
Attest *Janet ...* (SEAL)  
Secretary

*John H. ...*  
*R. ...*  
As to Developer

SEQUOIA ESTATES, INC.  
By *Shun ...* President  
Attest *C. ...* (SEAL)  
Secretary



CENTRAL BROWARD DRAINAGE DISTRICT  
8020 STIRLING ROAD (DAVIE)  
HOLLYWOOD, FLA. 33024

STATE OF FLORIDA )

COUNTY OF BROWARD )

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments personally appeared THEODORE S. KUSHN and C. FRED SCHENK, President and Secretary, respectively of SEQUOIA ESTATES INC. to me known to be the persons described in and who executed the foregoing Maintenance Agreement and acknowledged before me that they executed the same.

WITNESS my hand and official seal in the county and state last aforesaid this 13 day of APRIL, 19 78

Lucille N. Carlin  
Notary Public

My commission expires: NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES JAN 26 1980  
BONDED THRU GENERAL INS. UNDERWRITERS.

STATE OF FLORIDA )

COUNTY OF BROWARD )

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments personally appeared MAYNARD OSBORNE as President and ~~Secretary~~ of the CENTRAL BROWARD DRAINAGE DISTRICT to me known to be the persons described in and who executed the foregoing Maintenance Agreement and acknowledged before me that they executed the same.

WITNESS my hand and official seal in the county and state last aforesaid this 13 day of April, 19 78

Lucille N. Carlin  
Notary Public, State of Florida at Large

My commission expires: NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES JAN 26 1980  
BONDED THRU GENERAL INS. UNDERWRITERS.

CENTRAL BROWARD DRAINAGE DISTRICT  
8020 STIRLING ROAD (DAVIE)  
HOLLYWOOD, FLA. 33024

REF 7782 PAGE 375

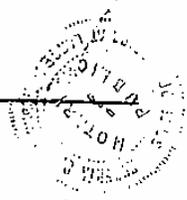
STATE OF FLORIDA  
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day before me, an officer  
duly qualified to take acknowledgments personally appeared

Frank E. Steward as Secretary  
of the Central Broward Drainage District to be known to be the  
person described in and who executed the foregoing Maintenance  
Agreement and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the county and state  
last aforesaid this 17th day of April, 1978.

Salveta S. Berenson  
NOTARY PUBLIC



My Commission Expires:

NOTARY PUBLIC, State of Florida at Large  
My Commission Expires September 14, 1980  
Bonded by AUTO OWNERS INSURANCE.

FILE 7782  
PAGE 376

→ CENTRAL BROWARD DRAINAGE DISTRICT  
8020 STIRLING ROAD (DAVIE)  
HOLLYWOOD, FLA. 33024

EXHIBIT "A" ATTACHED TO AND MADE A PART OF THAT CERTAIN  
MAINTENANCE AGREEMENT BY AND BETWEEN CENTRAL BROWARD DRAINAGE  
DISTRICT AND SEQUOIA ESTATES INC., DATED April, 1978.

LEGAL DESCRIPTION

The Northwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 22, Township  
50 South, Range 40 East, in Broward County, Florida

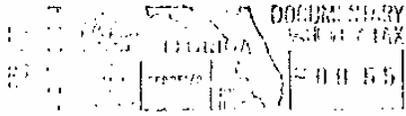
REF 7782 PAGE 377



CENTRAL BROWARD DRAINAGE DISTRICT  
8026 STIRLING ROAD (DAVIE)  
HOLLYWOOD, FLA. 33024

78-246956

EASEMENT



THIS EASEMENT is granted this 17th day of April, 1978 by SEQUOIA ESTATES INC.

hereinafter called "First Party", to CENTRAL BROWARD DRAINAGE DISTRICT, 8020 Stirling Road, Hollywood, Florida, hereinafter called "District".

WITNESSETH:

That the said First Party, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration in hand paid by District, the receipt whereof is hereby acknowledged, does hereby grant and convey to District, its successors and assigns, a perpetual right-of-way and easement to construct, maintain, deepen and keep in repair an open or closed canal or ditch, together with any necessary pipes and appurtenances incidental or necessary thereto, over and across and through the following described property of the First Party:

SEE LEGAL ATTACHED HERETO AND MADE A PART HEREOF.

of such character and sufficient size as to make a proper and adequate outlet forever for any drainage system that District, its successors and assigns, may establish, and for any and all purposes necessary, convenient or incidental to, or in connection with, the construction and operation of drainage works of the District and any appurtenances thereto, and the exclusive right to take, use, sell, dispose of and enjoy any earth, stone, rock or gravel lying in or upon said strip of land.

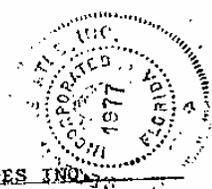
Together with free ingress, egress and regress across said lands for the purpose of cleaning, maintaining and repairing said drainage canal or ditch.

IN WITNESS WHEREOF, we have hereunto set our hands and seals the day and year first above written.

Witnessed by:

Handwritten signatures of Kay DeLaFaille and John Hymen Siepert

By: C. Fred Schenkas, Secretary, SEQUOIA ESTATES INC.



STATE OF FLORIDA SS. COUNTY OF BROWARD

PERSONALLY APPEARED before me, THEODORE S. KEHN and C. FRED SCHENKAS, President and Secretary, respectively of SEQUOIA ESTATES INC., who acknowledged before me that he executed the foregoing instrument for the uses and purposes therein stated.

WITNESS my hand and seal in the County and State last above written, this

29 day of August, 1978

Handwritten signature of John Hymen Siepert, Notary Public

CENTRAL BROWARD DRAINAGE DISTRICT My Commission Expires: 8020 STIRLING ROAD (DAVE) HOLLYWOOD, FLA. 33024

78 SEP 22 PM 3:00

STATE OF FLORIDA DOCUMENTARY STAMP TAX DEPT. OF REVENUE \$00.50

REC 7782 PAGE 379

400 Northeast Third Avenue  
Fort Lauderdale, Florida

McLAUGHLIN ENGINEERING CO.  
ENGINEERS-SURVEYORS

LEGAL DESCRIPTION  
12-FOOT DRAINAGE EASEMENT  
LOTS 20 & 21, SEQUOIA ESTATES

A 12-foot easement over, across, and through a portion of the Northwest one-quarter (NW $\frac{1}{4}$ ) of the Northeast one-quarter (NE $\frac{1}{4}$ ) of Section 22, Township 50 South, Range 40 East, and being 6 feet on each side of a centerline more fully described as follows:

Commencing at the Northwest corner of the said Northwest one-quarter (NW $\frac{1}{4}$ ) of the Northeast one-quarter (NE $\frac{1}{4}$ ) of Section 22; thence South 1° 37' 31" West, along the West line of the said Northwest one-quarter (NW $\frac{1}{4}$ ) of the Northeast one-quarter (NE $\frac{1}{4}$ ) of Section 22, a distance of 862.77 feet; thence South 88° 22' 29" East a distance of 50 feet to the Point of Beginning of the herein described centerline; thence continuing South 88° 22' 29" East a distance of 202.70 feet to the point of termination of the herein described centerline.

Said land situate, lying and being in the Town of Davie, Broward County, Florida, and containing 2,432 square feet more or less.

D.F.B.  
4/3/78

RE 7782  
PAGE 381

CENTRAL BROWARD DRAINAGE DISTRICT  
8020 STIRLING ROAD (DAVIE)  
HOLLYWOOD, FLA. 33024

FIELD BOOK No. \_\_\_\_\_  
JOB ORDER No. L-2233

DRAWN BY \_\_\_\_\_  
CHECKED BY \_\_\_\_\_

400 Northeast Third Avenue  
Fort Lauderdale, Florida

**McLAUGHLIN ENGINEERING CO.**  
ENGINEERS-SURVEYORS

LEGAL DESCRIPTION  
50-FOOT CANAL AND MAINTENANCE EASEMENT  
SEQUOIA ESTATES

The West 50 feet (as measured at right angles) of the Northwest one-quarter (NW $\frac{1}{4}$ ) of the Northeast one-quarter (NE $\frac{1}{4}$ ) of Section 22, Township 50 South, Range 40 East, LESS the North 53 feet thereof (as measured at right angles).

Said land situated lying and being in the Town of Davis, Broward County, Florida, and containing 63,369 square feet more or less.

D.F.B.  
4/3/78

REC 7782  
PAGE 382

CENTRAL BROWARD DRAINAGE DISTRICT  
8020 STIRLING ROAD (DAVIE)  
HOLLYWOOD, FLA. 33024

FIELD BOOK No. \_\_\_\_\_  
JOB ORDER No. L-2233

DRAWN BY \_\_\_\_\_  
CHECKED BY \_\_\_\_\_

400 Northeast Third Avenue  
Fort Lauderdale, Florida

**McLAUGHLIN ENGINEERING CO.**  
ENGINEERS-SURVEYORS

LEGAL DESCRIPTION  
12-FOOT DRAINAGE EASEMENT  
LOTS 2 & 3, SEQUOIA ESTATES

A 12-foot easement over, across, and through a portion of the Northwest one-quarter (NW $\frac{1}{4}$ ) of the Northeast one-quarter (NE $\frac{1}{4}$ ) of Section 22, Township 50 South, Range 40 East, and being 6 feet on each side of a centerline more fully described as follows:

Commencing at the Northeast corner of the said Northwest one-quarter (NW $\frac{1}{4}$ ) of the Northeast one-quarter (NE $\frac{1}{4}$ ) of Section 22; thence South 1° 36' 18" West, along the East line of the said Northwest one-quarter (NW $\frac{1}{4}$ ) of the Northeast one-quarter (NE $\frac{1}{4}$ ) of Section 22, a distance of 53 feet; thence North 88° 30' 02" West, along a line 53 feet South of (as measured at right angles) and parallel with the North line of said Section 22, a distance of 741.65 feet; thence South 1° 29' 58" West a distance of 20 feet to the Point of Beginning of the herein described centerline; thence continuing South 1° 29' 58" West a distance of 180 feet to the point of termination of the herein described centerline.

Said land situate, lying and being in the Town of Davie, Broward County, Florida, and containing 2,160 square feet more or less.

D.F.B.  
4/3/78

ME 7782 REC 383

CENTRAL BROWARD DRAINAGE DISTRICT  
8000 STIRLING BROWARD COUNTY  
HOLLYWOOD, FLA. 33024

FIELD BOOK No. \_\_\_\_\_  
JOB ORDER No. L-2233

DRAWN BY \_\_\_\_\_  
CHECKED BY \_\_\_\_\_

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80-343263

EASEMENT

This instrument prepared by:

LEONARD (FETE) PETERS FL-U

RWO/ST/XXX 2483  
ER No. 1-710  
Pole No.

c/o Florida Power & Light Co.  
P.O. Box 8248  
Fort Lauderdale, Florida 33310

Section 22  
Township 50-S  
Range 40-E

OCT 21 1980

FLORIDA POWER & LIGHT COMPANY  
Miami, Florida

Gentlemen:



ROWLEY  
FLORIDA POWER & LIGHT COMPANY  
LEONARD (FETE) PETERS

The undersigned, owner (s) of the premises described below, in consideration of the payment of \$1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its licensees, agents, successors, and assigns, an easement for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the size of and remove such facilities or any of them, on the property described as follows:

A utility easement in the Northeast one-quarter (NE $\frac{1}{4}$ ) of Section 22, Township 50 South, Range 40 East, being more particularly described as follows: Commencing at the Northeast corner of the Northwest one-quarter (NW $\frac{1}{4}$ ) of the Northeast one-quarter (NE $\frac{1}{4}$ ) of Section 22, Township 50 South, Range 40 East; thence South 1 $^{\circ}$  36' 18" West, along the East line of the said Northwest one-quarter (NW $\frac{1}{4}$ ) of the Northeast one-quarter (NE $\frac{1}{4}$ ) of said Section 22, a distance of 302.64 feet; thence South 61 $^{\circ}$  57' 13" West a distance of 368.54 feet to the "Point of Beginning"; thence continuing South 61 $^{\circ}$  57' 13" West a distance of 24 feet, thence Northwesterly with an included angle of 90 $^{\circ}$  for a distance of 3 feet, and thence North 61 $^{\circ}$  57' 13" East a distance of 8 feet plus or minus; thence Northwesterly with an included angle of 90 $^{\circ}$  for a distance of 93 feet plus or minus, to a point

and, to the fullest extent the undersigned has the power to grant, if at all, over, along and under the roads, streets or highways adjoining or through said property.

The following rights are also granted to allow any other person, firm or corporation to attach wires to any facilities hereunder and lay cable and conduit within the right of way and to operate the same for communications purposes; to ingress and egress to said premises at all times; to clear the land and keep it cleared of all trees, undergrowth or other obstructions within the easement area; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the lines or systems of communications or power transmission or distribution.

IN WITNESS WHEREOF, the undersigned has signed and sealed this agreement on OCT 21, 1980.

Signed, sealed and delivered in the presence of:

*[Signature]*  
*[Signature]*

*[Signature]* (SEAL)  
WILLIAM ROBERT HEMPHILL, A SINGLE MAN (SEAL)

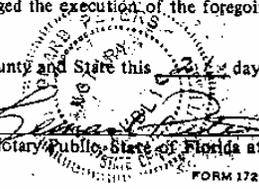
STATE OF FLORIDA (AL)  
DOCUMENTARY STAMP TAX (AL)  
DEPT. OF REVENUE  
NOV 18 '80  
\$ 00.40

STATE OF FLORIDA AND COUNTY OF Broward

I, a Notary Public in and for the County and State aforesaid, do hereby certify that William Robert Hemphill and known to me, personally appeared before me and acknowledged the execution of the foregoing instrument for the uses and purposes therein expressed.

WITNESS my hand and official seal in said County and State this 21 day of October, 1980.

My commission expires: NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES MAY 6 1984 Notary Public, State of Florida at Large  
BONDLO THEU GENERAL INS. UNDERWRITERS



90 NOV 20 PM 2:54

(over)

REF 9256 PAGE 400

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7.00

which lies on a curve to the right, and thence along said curve which has a radius of 285 feet and a central angle of 19° 38' 15" for an arc distance of 97.68 feet to the aforementioned "Point of Beginning". Said land situate, lying and being in the Town of Davie, Florida.

RECORDED IN THE OFFICIAL RECORDS BOOKS  
OF BROWARD COUNTY, FLORIDA  
**GRAHAM W. WATT**  
COUNTY ADMINISTRATOR

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