

Prepared by and return to:

Christopher Staller, Esq.
Nelson Mullin Riley & Scarborough LLP
1905 NW Corporate Blvd., Suite 310
Boca Raton, FL, 33431

DRAINAGE AND IRRIGATION EASEMENT

THIS DRAINAGE AND IRRIGATION EASEMENT ("**Easement**") is made and entered into this ____ day of _____, 2024, by and between PULTE HOME COMPANY, LLC, a Michigan limited liability company, as successor by conversion to PULTE HOME CORPORATION, a Michigan corporation, whose mailing address is 1475 Centrepark Boulevard, Suite 140, West Palm Beach, Florida 33401 ("**Pulte**"), DEL WEBB AT TRADITION HOMEOWNERS ASSOCIATION OF ST. LUCIE COUNTY, INC., a Florida not-for-profit corporation, whose mailing address is 500 South Australian Avenue, Suite 700, West Palm Beach, Florida 33401 ("**HOA**"), and SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 5, a local unit of special-purpose government organized and existing in accordance with Chapter 190, Florida Statutes, whose mailing address is 10807 SW Tradition Square, Port St. Lucie, FL 34987 ("**CDD**", and together collectively with Pulte and HOA, the "**Grantor**") in favor of CITY OF PORT ST. LUCIE, a Florida municipal corporation, whose mailing address is 121 SW Port St. Lucie Boulevard, Port St. Lucie, Florida 43984 ("**Grantee**").

RECITALS

A. Pulte is the developer of certain land situated in St. Lucie County, Florida, being more particularly described on Exhibit "A" attached hereto ("**Pulte Property**") and has dedicated the Pulte Property to HOA for open space and drainage purposes, pursuant to the DEL WEBB AT TRADITION PLAT NO. 2, as recorded in Plat Book 83, Page 1 of the Public Records of St. Lucie County, Florida ("**Plat**");

B. Pulte is the developer of certain land situated in St. Lucie County, Florida, being more particularly described on Exhibit "B" attached hereto ("**Pond Property**") and has dedicated the Pond Property to CDD for the purpose of providing drainage and surface water management, pursuant to the Plat;

C. Grantee is the owner of certain land situated in St. Lucie County, Florida, adjacent to the Pulte Property, being more particularly described on Exhibit "C" attached hereto ("**Grantee Property**");

D. Subject to the terms herein, Grantor has agreed to grant to Grantee a perpetual non-exclusive drainage and irrigation easement over portions of the Pulte Property more particularly described on Exhibit "D" attached hereto ("**Easement Areas**"), and into the Pond Property, to allow for surface water and stormwater runoff from the Grantee Property through the Easement Areas and into the Pond Property.

AGREEMENT

NOW THEREFORE, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually covenanted and agreed by the parties hereto as follows:

1. **Recitals.** The foregoing recitals are true and accurate and are incorporated herein by reference.

2. **Power and Authority.** Each party hereto represents and warrants to the other that it has the full right, power and authority to enter into, deliver and perform its respective obligations under this Easement.

3. **Grant of Easement.** Grantor hereby grants and conveys to Grantee, and its successors and assigns, a non-exclusive perpetual easement over, across, under, upon and through the Easement Areas for the purpose of operating, maintaining and repairing an underground storm water drainage pipe, irrigation lines, and other related underground equipment (“**Drainage Facilities**”) to allow the drainage and retention of all surface water or stormwater naturally flowing from the Grantee Property, as may time to time occur, and to allow the irrigation of landscaping within the Grantee Property from the stormwater management ponds within the Pond Property.

4. **Maintenance and Repair of Drainage Facilities.** Grantee shall have the perpetual obligation to maintain and repair the Drainage Facilities within the Easement Areas, which were constructed by or on behalf of Grantee for the benefit of the Grantee Property, at Grantee’s sole cost and expense. Grantee’s activities within the Easement Areas, including the exercise of Grantee’s rights and obligations pursuant to this Section 4 and Section 3 above, shall not unreasonably interfere with Grantor’s development, use, or enjoyment of the Pulte Property or the Pond Property, and shall be completed in a good and workmanlike fashion, in compliance with all applicable laws, codes, ordinances, regulations, and permits.

5. **Miscellaneous Provisions.** This Easement shall be governed by and construed in accordance with the Laws of the State of Florida without reference to any provision of Florida law which would select the laws of another jurisdiction. Venue for any action shall be in St. Lucie County, Florida. All sections and descriptive headings in this Easement are inserted for convenience only, and shall not affect the construction or interpretation hereof. This Easement constitutes the entire agreement of the parties with respect to the subject matter hereof, and may not be modified or amended except by a written instrument equal in dignity herewith and executed by the parties to be bound thereby. This Easement and all conditions, obligations and covenants set forth herein are intended to be and shall be construed as covenants running with the land, binding the Easement Areas and binding upon and inuring to the benefit of Grantor or Grantee, as the case may be, and their respective successors and assigns. Each party will assume all liability for any injury or damage to the person or property of others which may occur on the Easement Areas arising from the actions of such party or its agents, contractors, employees or invitees, and will indemnify the other party against any such liability (including but not limited to reasonable attorneys’ fees and costs) to the extent allowed by law, and without waiving any sovereign

immunity rights and defenses to which the CDD or the Grantee may be entitled pursuant to Section 190.043 and Section 768.28, Florida Statutes, or otherwise pursuant to applicable Florida law, and, further, subject to the damage limits, including the monetary limits set forth in Section 768.28, Florida Statutes. Grantor and Grantee agree that this Easement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same Easement. None of the terms or provisions of this Easement shall be deemed to create a partnership between or among the parties in their respective businesses or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise. Each party shall be considered a separate owner, and no party shall have the right to act as an agent for another party, unless expressly authorized to do so herein or by separate written instrument signed by the party to be charged. This Easement may not be terminated, amended or modified without the approval of all parties hereto, or their respective successors and assigns, in a written document recorded in the Public Records of St. Lucie County, Florida. If any provision of this Easement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof and any other application thereof shall not in any way be affected or impaired, and such remaining provisions shall continue in full force and effect.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

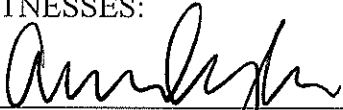
[GRANTOR SIGNATURE PAGE TO DRAINAGE AND IRRIGATION EASEMENT]

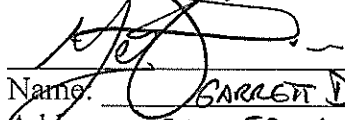
IN WITNESS WHEREOF, Grantor has executed this Easement as of the day and year first written above.

Signed, sealed, and delivered
in the presence of:


GRANTOR:

WITNESSES:


Name: ANISSA C. GITAN
Address: 1120 SW 10th Ave
PSL, FL 34987

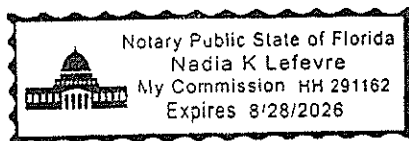

Name: GARRETT DINSMORE
Address: 607 SE VALARDA DR
PSL, FL 34984

PULTE HOME COMPANY, LLC,
a Michigan limited liability company

By: 
Name: Patrick Gonzalez
Title: Vice President

STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me, by means of ☒ physical presence
or ☐ online notarization, this 13th day of February, 2024, by Patrick Gonzalez, as
VP of Pulte Home Company, LLC, a Michigan limited liability company, who ☒
is personally known to me or ☐ has produced _____ as identification.




NOTARY PUBLIC

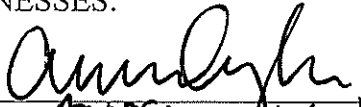
[GRANTOR SIGNATURE PAGE TO DRAINAGE AND IRRIGATION EASEMENT]

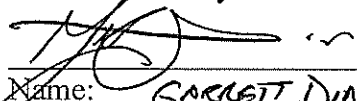
IN WITNESS WHEREOF, Grantor has executed this Easement as of the day and year first written above.

Signed, sealed, and delivered
in the presence of:

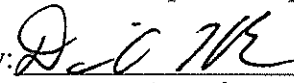
GRANTOR:

WITNESSES:


Name: AMISHA OJHA
Address: 11720 SW ROMANA WAY
PSL, FL 34987

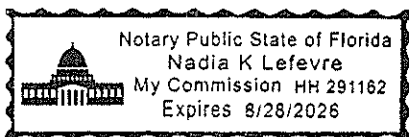

Name: GARRETT DINSMORE
Address: 507 SE VALARCTA DR
PSL, FL 34984

DEL WEBB AT TRADITION HOMEOWNERS
ASSOCIATION OF ST. LUCIE COUNTY, INC., a
Florida not-for-profit corporation

By: 
Name: David Kanarek
Title: HOA President

STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me, by means of ☒ physical presence
or ☐ online notarization, this 13th day of February, 2024, by David Kanarek as
HOA President of Del Webb at Tradition Homeowners Association of St. Lucie County, Inc.,
a Florida not-for-profit corporation, who (☒) is personally known to me or (☐) has produced as
identification.




NOTARY PUBLIC

[GRANTOR SIGNATURE PAGE TO DRAINAGE AND IRRIGATION EASEMENT]

IN WITNESS WHEREOF, Grantor has executed this Easement as of the day and year first written above.

Signed, sealed, and delivered
in the presence of:

GRANTOR:

SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT NO. 5

WITNESSES:

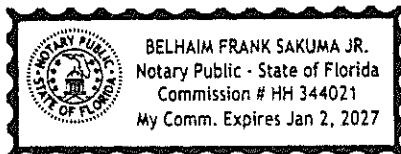
Stephanie Brown
Name: Stephanie Brown
Address: Port Saint Lucie FL

Sharon Garnett
Name: Sharon Garnett
Address: Fort Pierce FL

By: [Signature]
Name: Eric Saxones
Title: Chair

STATE OF Florida
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or
☐ online notarization, this 7 day of February 2024, by Eric Saxones, as
_____ of SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO.
5. He/She ☒ is personally known to me or ☐ has produced _____ as
identification.



[Signature]
Notary Public
Name: _____
Commission Expires: _____

[GRANTEE SIGNATURE PAGE TO DRAINAGE AND IRRIGATION EASEMENT]

IN WITNESS WHEREOF, Grantee has executed this Easement as of the day and year first written above.

Signed, sealed, and delivered
in the presence of:

GRANTEE:

WITNESSES:

CITY OF PORT ST. LUCIE,
a Florida municipal corporation

Name: _____
Address: _____

By: _____
Name: _____
Title: _____

Name: _____
Address: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or
☐ online notarization this _____ day of _____, 2024, by _____, as
_____ of CITY OF PORT ST. LUCIE, a Florida municipal corporation. He/She () is
personally known to me or () has produced _____ as identification.

Notary Public
Name: _____
Commission Expires: _____

EXHIBIT "A"

LEGAL DESCRIPTION OF PULTE PROPERTY

Tract L1 of DEL WEBB AT TRADITION PLAT NO. 2, as recorded in Plat Book 83, Page 1 of the Public Records of St. Lucie County, Florida.

Less and Except:

A PARCEL OF LAND LYING WITHIN TRACT L1, DEL WEBB AT TRADITION NO. 2 ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 83, PAGE 1 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID PLAT OF DEL WEBB AT TRADITION NO. 2 , SAID CORNER BEING THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF COMMUNITY BOULEVARD, A 150 FOOT RIGHT-OF-WAY AS LAID OUT AND IN USE, AS RECORDED IN OFFICIAL RECORDS BOOK 3935, PAGE 2995, WITH THE NORTH LINE OF SAID PLAT AND BEING THE NORTH LINE OF SAID TRACT L1 AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 7926.97 FEET, THE CHORD OF WHICH BEARS SOUTH 81°31'26" EAST, WITH A CHORD DISTANCE OF 35.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AND SAID NORTH LINE, THROUGH A CENTRAL ANGLE OF 0°15'11", A DISTANCE OF 35.00 FEET; THENCE SOUTH 49°17'04" WEST, A DISTANCE OF 45.75 FEET TO THE EAST RIGHT-OF-WAY LINE OF SAID COMMUNITY BOULEVARD; THENCE NORTH 00°05'34" EAST, A DISTANCE OF 35.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 606 SQUARE FEET OR 0.01 ACRES MORE OR LESS.

EXHIBIT "B"

LEGAL DESCRIPTION OF POND PROPERTY

Tracts W1 and W3 of DEL WEBB AT TRADITION PLAT NO. 2, as recorded in Plat Book 83,
Page 1 of the Public Records of St. Lucie County, Florida.

EXHIBIT "C"

LEGAL DESCRIPTION OF GRANTEE PROPERTY

A PORTION OF LAND KNOWN AS E/W 3 R/W, EXHIBIT E, AS RECORDED IN OFFICIAL RECORDS BOOK 2899, PAGE 2933,

A PORTION OF LAND KNOWN AS RELOCATED UTILITY SITE 6, SOUTHERN GROVE PLAT NO. 13, AS RECORDED IN PLAT BOOK 74 PAGES 10 THROUGH 19

A PORTION OF LAND KNOWN AS TRACT L1, DEL WEBB AT TRADITION PLAT NO. 2, AS RECORDED IN PLAT BOOK 83, PAGES 1 THROUGH 12

ALL OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID RELOCATED UTILITY SITE 6; SAID CORNER ALSO BEING A POINT ON THE EAST RIGHT OF WAY LINE OF COMMUNITY BOULEVARD, A 150 FOOT WIDE RIGHT OF WAY AS LAID OUT AND IN USE, AS RECORDED IN OFFICIAL RECORDS BOOK 3935, PAGE 2995, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 2215.00 FEET; THE CHORD OF WHICH BEARS SOUTH 03°44'09" EAST, A CHORD DISTANCE OF 106.02 FEET; THENCE ALONG THE ARC OF SAID CURVE, AND SAID EAST RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 2°44'34", FOR A DISTANCE OF 106.03 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 41°47'57" EAST, A DISTANCE OF 53.71 FEET TO THE SOUTHERLY LINE OF SAID RELOCATED UTILITY SITE 6, BEING COINCIDENT WITH THE NORTHERLY LINE OF SAID E/W 3 R/W AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 8076.97 FEET; THE CHORD OF WHICH BEARS SOUTH 79°54'22" EAST, A CHORD DISTANCE OF 466.85 FEET; THENCE ALONG THE ARC OF SAID CURVE, AND ALONG SAID SOUTHERLY LINE OF SAID RELOCATED UTILITY SITE 6 AND THE SOUTHERLY LINE OF TRACT L3, PULTE AT TRADITION PHASE 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 79, PAGES 25 THROUGH 36, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, AND THE NORTHERLY LINE OF SAID E/W 3 R/W THROUGH A CENTRAL ANGLE OF 3°18'44", A DISTANCE OF 466.91 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 1075.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, AND SAID SOUTHERLY AND NORTHERLY LINE, THROUGH A CENTRAL ANGLE OF 21°52'22", A DISTANCE OF 410.38 FEET; THENCE SOUTH 56°22'38" EAST, ALONG SAID SOUTHERLY AND NORTHERLY LINE, A DISTANCE OF 967.09 FEET TO A POINT OF CUSP AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST WITH A RADIUS OF 140.00 FEET; THE CHORD OF WHICH BEARS SOUTH 33°37'22" WEST, A CHORD DISTANCE OF 150.00 FEET TO A POINT ON THE WEST LINE OF TRACT RW, DEL WEBB AT TRADITION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 75, PAGES 4 THROUGH 22, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY FLORIDA, THENCE ALONG THE ARC OF SAID CURVE, AND SAID WEST LINE, THROUGH A CENTRAL ANGLE OF 64°47'05", A DISTANCE OF 158.30 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID E/W 3 R/W, BEING ALSO THE NORTHERLY LINE OF SAID TRACT L1; THENCE NORTH 56°22'38" WEST, ALONG SAID SOUTHERLY AND NORTHERLY LINE, A DISTANCE OF 967.09 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 925.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, AND SAID SOUTHERLY AND NORTHERLY LINE, THROUGH A CENTRAL ANGLE OF 21°52'22", A DISTANCE OF 353.12 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 7926.97; THENCE ALONG THE ARC OF SAID CURVE AND SAID SOUTHERLY AND NORTHERLY LINE, THROUGH A CENTRAL ANGLE OF 3°08'51", A DISTANCE OF 435.43 FEET; THENCE SOUTH 49°17'04" WEST, A DISTANCE OF 45.75 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF SAID COMMUNITY BOULEVARD; THENCE NORTH 00°05'34" EAST, ALONG SAID EAST LINE, A DISTANCE OF 126.58 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 2215.00 FEET; THE CHORD OF WHICH BEARS NORTH 01°08'05" WEST, A CHORD DISTANCE OF 95.08 FEET; THENCE ALONG THE ARC OF SAID CURVE, AND SAID EAST RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 2°27'35", A DISTANCE OF 95.09 FEET TO THE POINT OF BEGINNING.

CONTAINING 6.29 ACRES MORE OR LESS.

EXHIBIT “D”

EASEMENT AREAS

EXHIBIT D

LEGAL DESCRIPTION

SHOWN AS DRAINAGE EASEMENT "A" ON THE ATTACHED SKETCH. A PARCEL OF LAND LYING WITHIN TRACT L1, DEL WEBB AT TRADITION NO. 2 ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 83, PAGE 1 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID PLAT OF DEL WEBB AT TRADITION NO. 2 , SAID CORNER BEING THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF COMMUNITY BOULEVARD, A 150 FOOT RIGHT-OF-WAY AS RECORDED IN OFFICIAL RECORDS BOOK 3935, PAGE 2995 WITH THE NORTH LINE OF SAID PLAT AND BEING THE NORTH LINE OF SAID TRACT L1 AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 7926.97 FEET, THE CHORD OF WHICH BEARS SOUTH 79°57'01" EAST, WITH A CHORD DISTANCE OF 470.36 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AND SAID NORTH LINE, THROUGH A CENTRAL ANGLE OF 3°24'01", A DISTANCE OF 470.43 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE TO THE SOUTH WEST, HAVING A RADIUS OF 925.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AND SAID NORTH LINE, THROUGH A CENTRAL ANGLE OF 4°27'06", A DISTANCE OF 71.87 FEET TO THE POINT OF BEGINNING; THENCE, ALONG A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 925.00 FEET; THE CHORD OF WHICH BEARS SOUTH 73°10'44" EAST, A CHORD DISTANCE OF 20.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, AND SAID NORTH LINE, THROUGH A CENTRAL ANGLE OF 1°14'20", A DISTANCE OF 20.00 FEET; THENCE SOUTH 16°49'16" WEST, A DISTANCE OF 50.00 FEET TO A POINT ON THE NORTH LINE OF TRACT W3, SAID DEL WEBB AT TRADITION NO. 2 AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 875.00 FEET, THE CHORD OF WHICH BEARS NORTH 73°10'44" WEST, A CHORD DISTANCE OF 20.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AND SAID NORTH LINE OF TRACT W3, THROUGH A CENTRAL ANGLE OF 1°18'35", A DISTANCE OF 20.00 FEET; THENCE NORTH 16°49'16" EAST, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.02 ACRES OR 1000.0 SQUARE FEET MORE OR LESS.

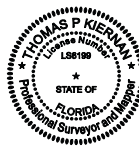
TOGETHER WITH

SHOWN AS DRAINAGE EASEMENT "B" ON THE ATTACHED SKETCH. A PARCEL OF LAND LYING WITHIN TRACT L1, DEL WEBB AT TRADITION NO. 2 ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 83, PAGE 1 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

(LEGAL DESCRIPTION CONTINUED ON SHEET 2)

NOTE: THIS IS NOT A SKETCH OF SURVEY, BUT ONLY A GRAPHIC DEPICTION OF THE DESCRIPTION SHOWN HEREON. THERE HAS BEEN NO FIELD WORK, VIEWING OF SUBJECT PROPERTY OR MONUMENTS SET IN CONNECTION WITH THE PREPARATION OF THE INFORMATION SHOWN HEREON.

NOTE: LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHT-OF-WAY AND /OR EASEMENTS OF RECORD



Digitally signed
by Thomas P
Kiernan
Date:
2024.05.08
10:10:28 -04'00'

THOMAS P. KIERNAN
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE NO. 6199

SIGNATURE DATE

Sheet 1 of 4



**CULPEPPER &
TERPENING INC**

2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
PHONE 772-464-3537 • FAX 772-464-9497 • www.ct-eng.com
STATE OF FLORIDA BOARD OF PROFESSIONAL
ENGINEERS AUTHORIZATION NO. 4286

Drainage Easement

LEGAL DESCRIPTION

DATE: 6/22/2023	DRAWN JHY
SCALE: NONE	JOB No. 22-083

EXHIBIT D

LEGAL DESCRIPTION (CONTINUED FROM SHEET 1)

COMMENCE AT THE NORTHWEST CORNER OF SAID PLAT OF DEL WEBB AT TRADITION NO. 2 , SAID CORNER BEING THE INTERSECTION OF THE EAST RIGHT -OF-WAY LINE OF COMMUNITY BOULEVARD, A 150 FOOT RIGHT-OF-WAY AS RECORDED IN OFFICIAL RECORDS BOOK 3935, PAGE 2995 WITH THE NORTH LINE OF SAID PLAT AND BEING THE NORTH LINE OF SAID TRACT L1 AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 7926.97 FEET, THE CHORD OF WHICH BEARS SOUTH 79°57'01" EAST, WITH A CHORD DISTANCE OF 470.36 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AND SAID NORTH LINE, THROUGH A CENTRAL ANGLE OF 3°24'01", A DISTANCE OF 470.43 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTH WEST, HAVING A RADIUS OF 925.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AND SAID NORTH LINE, THROUGH A CENTRAL ANGLE OF 21°52'22", A DISTANCE OF 353.12 FEET; THENCE SOUTH 56°22'38" EAST, CONTINUING ALONG THE NORTH LINE OF SAID TRACT L1, A DISTANCE OF 822.37 FEET TO THE POINT OF BEGINNING; THENCE, SOUTH 56°22'38" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 20.00 FEET; THENCE SOUTH 33°37'22" WEST, A DISTANCE OF 50.00 FEET TO THE NORTH LINE OF TRACT W1, SAID PLAT OF DEL WEBB AT TRADITION NO. 2; THENCE NORTH 56°22'38" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 20.00 FEET; THENCE NORTH 33°37'22" EAST, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING CONTAINING 0.02 ACRES OR 1000.0 SQUARE FEET MORE OR LESS.

TOTAL CONTAINING 0.04 ACRES OR 2000.0 SQUARE FEET MORE OR LESS.

Sheet 2 of 4



**CULPEPPER &
TERPENING INC**

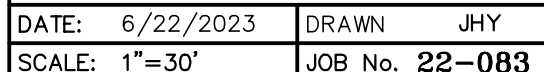
2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
PHONE 772-464-3537 • FAX 772-464-9497 • www.ct-eng.com
STATE OF FLORIDA BOARD OF PROFESSIONAL
ENGINEERS AUTHORIZATION NO. 4286

Drainage Easement

LEGAL DESCRIPTION

DATE: 6/22/2023	DRAWN JHY
SCALE: NONE	JOB No. 22-083

P:\Proj-2022\22-083 Mattamy - Open View Drive\Survey\22-083 Mattamy Open View Drive DE S&D.dwg Plotted: 5/2/24 By: JOHN YANCY Layout: SHEET 3



SKETCH TO ACCOMPANY LEGAL DESCRIPTION

THIS IS NOT A SURVEY

COMMUNITY BOULEVARD
150' RIGHT-OF-WAY
(ORB 3935, PG 2995)

EAST RIGHT-OF-WAY LINE

SOUTH 00°05'34" WEST
(BEARING BASIS)

R=7926.97'
CB=S79°57'01"E
CD=470.36'
Δ=3°24'01"
L=470.43'

P.O.C.
NORTHWEST CORNER OF PLAT
OF DEL WEBB AT TRADITION
NO. 2 AND THE NORTHWEST
CORNER OF TRACT L1

NORTH LINE OF PLAT
AND TRACT L1

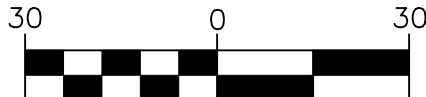
R=925.00'
CB=S67°18'49"E
CD=350.98'
Δ=21°52'22"
L=353.12'

**DRAINAGE
EASEMENT "B"**
0.02 AC± OR
1000.0 SQ. FT.

S56°22'38"E
822.37'

P.O.B.

GRAPHIC SCALE



(IN FEET)
1 inch = 30 ft.

S56° 22' 38"E
20.00'

NORTH LINE OF PLAT
AND TRACT L1

10' PSLUE (PB 83, PG 1)
10' IQE (PB 83, PG 1)

TRACT L1
DEL WEBB AT TRADITION NO. 2
(PLAT BOOK 83, PAGE 1)
OWNER: DEL WEBB AT TRADITION HOA
PID: 4322-701-0006-000-5

NOTE: BEARINGS SHOWN HEREON
ARE RELATIVE TO THE EAST
RIGHT-OF-WAY LINE OF COMMUNITY
BOULEVARD AS DESCRIBED IN
OFFICIAL RECORDS BOOK 3935, PG
2995 HAVING A BEARING OF SOUTH
00°05'34" EAST

Sheet 4 of 4

LEGEND

- Δ = DELTA (CENTRAL ANGLE)
- CB = CHORD BEARING
- CD = CHORD DISTANCE
- HOA = HOME OWNERS ASSOCIATION
- IQE = IRRIGATION QUALITY EASEMENT
- L = ARC LENGTH
- LME = LAKE MAINTENANCE EASEMENT
- ORB = OFFICIAL RECORDS BOOK
- PID = PARCEL IDENTIFICATION (NUMBER)
- PB = PLAT BOOK
- PG = PAGE
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- PSLUE = PORT ST. LUCIE UTILITY EASEMENT
- R = RADIUS
- WMAE = WATER MANAGEMENT ACCESS EASEMENT



**CULPEPPER &
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STATE OF FLORIDA BOARD OF PROFESSIONAL
ENGINEERS AUTHORIZATION NO. 4286

Drainage Easement "B"

SKETCH OF DESCRIPTION

DATE: 6/22/2023	DRAWN JHY
SCALE: 1"=30'	JOB No. 22-083