

Document prepared by:

Richard G. Coker, Jr., Esquire
COKER & FEINER
1404 South Andrews Avenue
Fort Lauderdale, FL 33316

Return recorded document to:
Environmental Protection and
Growth Management Department
~~Development and Environmental Regulation Division~~
1 North University Drive, Suite ~~201~~ 201
Plantation, Florida 33324

**AMENDMENT TO JOINT FORM DEED OF
CONSERVATION EASEMENT**

THIS AMENDMENT TO JOINT FORM DEED OF CONSERVATION EASEMENT ("Amendment to Conservation Easement") is given this 21 day of April, 2009 by MONARCH TOWNE CENTER, LTD., a Florida limited partnership ("Grantor") whose mailing address is 7555 Mandarin Drive, Boca Raton, Florida 33433 to the SOUTH FLORIDA WATER MANAGEMENT DISTRICT ("District"), 3301 Gun Club Road, West Palm Beach, Florida 33406, and BROWARD COUNTY ("County"), a political subdivision of the state of Florida, (collectively referred to as "Grantees"), 115 South Andrews Avenue, Room 423, Fort Lauderdale, Florida 33301. As used herein, the term "Grantor" shall include any and all heirs, assigns, successors, or successors-in-interest of the Grantor, and all subsequent owners of the "Property" and "Conservation Area(s)" (as hereinafter defined) and the term "Grantees" shall include any successors, successors-in-interest or assignees of Grantees.

WITNESSETH

WHEREAS, the Grantor is the owner of certain lands situated in Broward County, Florida described as Parcel "F" (Mitigation), according to the plat thereof as recorded in Plat Book 166, Page 18 of the Public Records of Broward County, Florida and referred to as the ("Commercial Mitigation Area" or "Property"); and

WHEREAS, the Grantor's predecessor has constructed an environmental mitigation area in accordance with District permit No. 06-00095-S-11 and County License No. DF 97-1016 (collectively referred to as the "Permits" and the work referenced in the Permits referred to as the "Project") on the Property, which Project is subject to regulatory jurisdiction of the South Florida Water Management District ("District") and the Broward County Environmental Protection and Growth Management Department "EP&GMD or the County"); and

WHEREAS the Grantees previously accepted a conservation easement from Grantor's predecessor in title, Suntrust Bank/South Florida, N.A., which was recorded in Official Record Book 26629, Page 0288, of the Public Records of Broward County, Florida ("Conservation Easement"); and

WHEREAS, the Conservation Easement was subsequently divided into two District Permit numbers (06-00095-S-11 on the Property (known as the "Commercial Conservation Area") and 06-00095-S-12 on property owned by Glassman Development Corp. and subsequently conveyed to Monarch Lakes Property Owners Association, Inc. (known as the "Residential Conservation Area")); and,

WHEREAS, the Residential Conservation Area is platted as Parcels "S-2" and "S-3" of Monarch Lakes, according to the plat thereof, recorded in Plat Book 163, Page 41 of the Public Records of Broward County, Florida and has been accepted by the County and the District and conveyed to Monarch Lakes Property Owner's Association, Inc. for on-going maintenance; and,

WHEREAS, the Commercial Conservation Area as constructed is platted as Parcel "F" (Mitigation), according to the plat thereof as recorded in Plat Book 166, Page 18 of the Public Records of Broward County, Florida; and,

WHEREAS, collectively, the platted Commercial Conservation Area and the platted Residential Conservation Area constitute the entire mitigation area to be constructed under the Permits; and,

WHEREAS, the Commercial Conservation Area, as constructed in accordance with the applicable permits, is of a slightly different configuration than the portion of the commercial property described in Exhibit "B" to the Conservation Easement; and,

WHEREAS, the Grantees have requested that the Grantor amend the Conservation Easement to subject the entire Commercial Mitigation Area to the terms and conditions of the Conservation Easement.

NOW, THEREFORE, in consideration of the issuance of the acceptance of the Commercial Conservation Area by the Grantees as being in conformance with the Permits, together with other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, Grantor hereby grants, creates, and establishes a perpetual conservation easement for and in favor of the Grantees upon the Property as the Commercial Conservation Area in accordance with the terms of the Conservation Easement, which shall run with the land and be binding upon the Grantor, and shall remain in full force and effect forever.

The scope, nature, and character of this Amendment to Conservation Easement shall be as follows:

1. Recitals. The recitals hereinabove set forth are true and correct and are hereby incorporated into and made a part of this Amendment to Conservation Easement.

2. Amendment to Conservation Easement. The Conservation Easement is hereby amended to include the Commercial Conservation Area as a portion of the Property which is subject to the provisions of the Conservation Easement.

4. Grantor's Reserved Rights. Grantor reserves all rights as owner of the Commercial Conservation Area, including the right to engage in uses of the Conservation Area that are not prohibited herein and which are not inconsistent with the intent and purpose of the Conservation Easement as amended, or any District rule, criteria, or permit, or any County ordinance, license or approval.

5. No Dedication. No right of access by the general public to any portion of the Commercial Conservation Area is conveyed by this Amendment to Conservation Easement.

6. Grantees' Liability. Grantees shall not be responsible for any costs or liabilities related to the operation, upkeep, and maintenance of the Commercial Conservation Area and Grantor does hereby indemnify and hold harmless the Grantees from the same.

7. Acts Beyond Grantor's Control. Should any Commercial Conservation Area be injured or changed from natural causes, including but not limited to fire, flood, storm and earth movement, the Grantor shall be provided notice and a reasonable opportunity to restore the affected Commercial Conservation Area to a condition that satisfies the EP&GMD License and District Permit requirements prior to either Grantee bringing any action for noncompliance with the EP&GMD License and District Permit.

8. Property Taxes. Grantor shall pay any and all real property taxes and assessments levied by competent authority on the Commercial Conservation Area. Grantor shall keep the payment of taxes and assessments on the Commercial Conservation Area current and shall not allow any lien on the Conservation Area superior to the Conservation Easement. In the event Grantor fails to extinguish or obtain a subordination of such lien, in addition to any other remedy, the Grantees may, but shall not be obligated to, elect to pay the lien on behalf of the Grantor and Grantor shall reimburse Grantees for the amount paid by the Grantees, together with Grantees' reasonable attorney's fees and costs, with interest at the maximum rate allowed by law, no later than thirty days after such payment. In the event the Grantor does not so reimburse the Grantees, the debt owed to Grantees shall constitute a lien against the Commercial Conservation Area which shall automatically relate back to the recording date of this Amendment to Conservation Easement. Grantees may foreclose this lien on the Commercial Conservation Area in the manner provided for mortgages on real property.

9. **Enforcement.** The terms and conditions of the Conservation Easement as amended may be enforced by the Grantees by injunctive relief and other available remedies. In any action in which the Grantees prevail, the Grantees shall be entitled to recover the cost of restoring the Commercial Conservation Area to the natural vegetative, hydrologic, scenic, open, agricultural or wooded condition existing at the time of execution of this Amendment to Conservation Easement or to the vegetative and hydrologic condition required by the aforementioned EP&GMD License and District Permit. Venue for said actions shall be exclusively in the Seventeenth Judicial Circuit, in and for Broward County, Florida. These remedies are in addition to any other remedy, fine or penalty which may be applicable under the most recent versions of Chapter 27 of the Broward County Code of Ordinances, Chapter 40E-4, F.A.C., et. seq., Chapter 373, Florida Statutes, or as otherwise provided by law. Enforcement of the terms, provisions, and restrictions of the Conservation Easement as amended shall be at the reasonable discretion of Grantees, and any forbearance on behalf of Grantees to exercise their rights hereunder in the event of any breach hereof by Grantor, shall not be deemed or construed to be a waiver of Grantees' rights hereunder.

10. **Assignment.** Grantees will hold the Conservation Easement exclusively for conservation purposes. Grantees will not assign their rights and obligations under the Conservation Easement except to another organization or entity qualified to hold such interests under the applicable state laws.

11. **Restoration.** Grantor agrees to restore the Commercial Conservation Area to the vegetative and hydrologic condition required by the aforementioned EP&GMD License and District Permit if any third party exercises any easement right or property interest or conducts any other activity on the property that causes damage, degradation or negative impacts to the Commercial Conservation Area.

12. **Maintenance.** Grantor's obligation to retain and maintain the Commercial Conservation Area forever predominantly in the vegetative and hydrologic condition as specified in the Conservation Easement as amended shall run with the lands(s) and shall be binding upon the Grantor, and shall inure to the benefit of the Grantees, and more particularly set forth herein and in the Conservation Easement.

13. **Severability.** If any provision of this Amendment to Conservation Easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this Amendment to Conservation Easement shall not be affected thereby, as long as the purpose of the Amendment to Conservation Easement is preserved.

14. **Written Notice.** All notices, consents, approvals or other communications hereunder shall be in writing and shall be deemed properly given if sent by

United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.

15. Terms and Restrictions. The terms, conditions, restrictions and purpose of the Conservation Easement as amended shall be referenced by Grantor in any subsequent deed or other legal instrument by which Grantor divests itself of any interest in the Commercial Conservation Area. Any future holder of the Grantor's interest in the Commercial Conservation Area shall be notified in writing by Grantor of the Conservation Easement as amended.

16. Modifications. This Conservation Easement may be amended, altered, released or revoked only by written agreement between the Grantor and Grantees.

TO HAVE AND TO HOLD unto Grantees forever. This Amendment to Conservation Easement shall be recorded in the Public Records of Broward County and the covenants, terms, conditions, restrictions and purpose imposed with this Amendment to Conservation Easement shall not only be binding upon Grantor, but also its agents, heirs, assigns, successors and successor-in-interest and shall continue as a servitude running in perpetuity with the Commercial Conservation Area.

Grantor hereby covenants with said Grantees that Grantor is lawfully seized of said Commercial Conservation Area in fee simple; that the Commercial Conservation Area is free and clear of all encumbrances that are inconsistent with the terms of this Amendment to Conservation Easement and all mortgages have been joined or subordinated; that Grantor has good right and lawful authority to convey this Amendment to Conservation Easement; and that it hereby fully warrants and defends the title to this Amendment to Conservation Easement hereby conveyed against the lawful claims of all persons whomsoever.

(INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, MONARCH TOWNE CENTER, LTD., a Florida limited partnership has hereunto set its authorized hand this 21 day of April, 2009.

OWNER - CORPORATION/PARTNERSHIP

Witnesses (if partnership)

MONARCH TOWNE CENTER, LTD., a Florida limited partnership

By: MONARCH TOWNE CENTER, INC., a Florida corporation, its General Partner

[Signature]
(Signature)
Print Name Robert Coker Jr
[Signature]
(Signature)
Print Name Carolyn S Hill

By [Signature]
(Signature)
Print Name: Bradley A. Dubner
Title: President
Address 7555 MANDARIN DR.
BOCA RATON, FL 33433

21 day of April, 2009.

ACKNOWLEDGMENT - CORPORATION/PARTNERSHIP

STATE OF FLORIDA)
COUNTY OF Broward)^{ss}

The foregoing instrument was acknowledged before me this 21 day of April, 2009, by BRADLEY A. DUBNER as President of Monarch Towne Center, Inc., a Florida corporation, General Partner of Monarch Towne Center, Ltd., a Florida limited partnership, on behalf of the partnership. He or she is:

personally known to me, or
 produced identification. Type of identification produced _____.

NOTARY PUBLIC-STATE OF FLORIDA:

[Signature]
Signature of Notary Public-State of Florida



Print, type, or stamp Commissioned Name
My commission expires:
Affix Seal Below

ACCEPTANCE BY BROWARD COUNTY

The Broward County Board of County Commissioners hereby accepts this Amended Conservation Easement for EP&GMD License No. _____.

ATTEST;

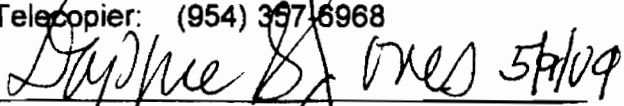
BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS

County Administrator and Ex-Officio Clerk of the Board of County Commissioners of Broward County, Florida

By _____ Mayor

_____ day of _____, 20____.

Approved as to form by
Office of County Attorney
Broward County, Florida
JEFFREY J. NEWTON, County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968



Assistant County Attorney

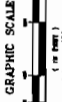
TRAMMELL CROW INDUSTRIAL CENTER

BRING A REPLAT OF ALL OR PART OF TRACTS 49 THROUGH 59 IN SECTION 22, TOWNSHIP 51 SOUTH, RANGE 40 EAST AND ALL OR PART OF TRACTS 8 THROUGH 20 IN SECTION 27, TOWNSHIP 51 SOUTH, RANGE 40 EAST OF "THE EVERGLADES SUGAR AND LAND COMPANY SUBDIVISION" AS RECORDED IN PLAT BOOK 2, PAGE 39 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA.

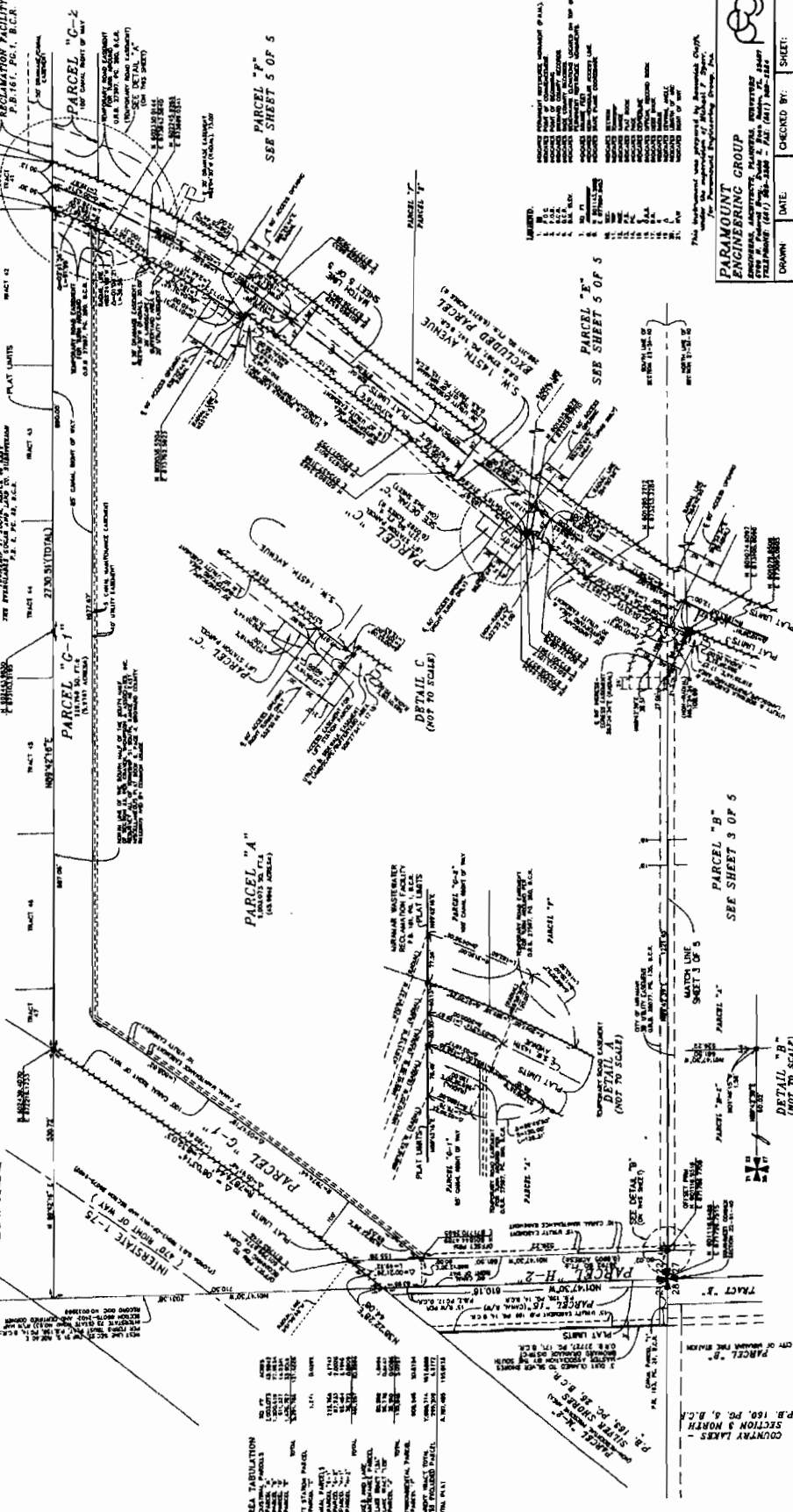
SAID LANDS SITUATE IN THE CITY OF MIRAMAR, BROWARD COUNTY, FLORIDA.

REPLATTER'S NOTES:

1. THE REPLAT OF TRACTS 49 THROUGH 59 IN SECTION 22, TOWNSHIP 51 SOUTH, RANGE 40 EAST AND ALL OR PART OF TRACTS 8 THROUGH 20 IN SECTION 27, TOWNSHIP 51 SOUTH, RANGE 40 EAST OF "THE EVERGLADES SUGAR AND LAND COMPANY SUBDIVISION" AS RECORDED IN PLAT BOOK 2, PAGE 39 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, IS HEREBY REPLATED AS SHOWN ON THIS PLAT.
2. THE REPLAT OF TRACTS 49 THROUGH 59 IN SECTION 22, TOWNSHIP 51 SOUTH, RANGE 40 EAST AND ALL OR PART OF TRACTS 8 THROUGH 20 IN SECTION 27, TOWNSHIP 51 SOUTH, RANGE 40 EAST OF "THE EVERGLADES SUGAR AND LAND COMPANY SUBDIVISION" AS RECORDED IN PLAT BOOK 2, PAGE 39 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, IS HEREBY REPLATED AS SHOWN ON THIS PLAT.
3. THE REPLAT OF TRACTS 49 THROUGH 59 IN SECTION 22, TOWNSHIP 51 SOUTH, RANGE 40 EAST AND ALL OR PART OF TRACTS 8 THROUGH 20 IN SECTION 27, TOWNSHIP 51 SOUTH, RANGE 40 EAST OF "THE EVERGLADES SUGAR AND LAND COMPANY SUBDIVISION" AS RECORDED IN PLAT BOOK 2, PAGE 39 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, IS HEREBY REPLATED AS SHOWN ON THIS PLAT.



NOTICE: THE REPLAT OF TRACTS 49 THROUGH 59 IN SECTION 22, TOWNSHIP 51 SOUTH, RANGE 40 EAST AND ALL OR PART OF TRACTS 8 THROUGH 20 IN SECTION 27, TOWNSHIP 51 SOUTH, RANGE 40 EAST OF "THE EVERGLADES SUGAR AND LAND COMPANY SUBDIVISION" AS RECORDED IN PLAT BOOK 2, PAGE 39 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, IS HEREBY REPLATED AS SHOWN ON THIS PLAT.



AREA	ACRES	AREA	ACRES
TRACT 49	1.12	TRACT 59	1.12
TRACT 50	1.12	TRACT 60	1.12
TRACT 51	1.12	TRACT 61	1.12
TRACT 52	1.12	TRACT 62	1.12
TRACT 53	1.12	TRACT 63	1.12
TRACT 54	1.12	TRACT 64	1.12
TRACT 55	1.12	TRACT 65	1.12
TRACT 56	1.12	TRACT 66	1.12
TRACT 57	1.12	TRACT 67	1.12
TRACT 58	1.12	TRACT 68	1.12
TRACT 59	1.12	TRACT 69	1.12
TRACT 60	1.12	TRACT 70	1.12
TRACT 61	1.12	TRACT 71	1.12
TRACT 62	1.12	TRACT 72	1.12
TRACT 63	1.12	TRACT 73	1.12
TRACT 64	1.12	TRACT 74	1.12
TRACT 65	1.12	TRACT 75	1.12
TRACT 66	1.12	TRACT 76	1.12
TRACT 67	1.12	TRACT 77	1.12
TRACT 68	1.12	TRACT 78	1.12
TRACT 69	1.12	TRACT 79	1.12
TRACT 70	1.12	TRACT 80	1.12
TRACT 71	1.12	TRACT 81	1.12
TRACT 72	1.12	TRACT 82	1.12
TRACT 73	1.12	TRACT 83	1.12
TRACT 74	1.12	TRACT 84	1.12
TRACT 75	1.12	TRACT 85	1.12
TRACT 76	1.12	TRACT 86	1.12
TRACT 77	1.12	TRACT 87	1.12
TRACT 78	1.12	TRACT 88	1.12
TRACT 79	1.12	TRACT 89	1.12
TRACT 80	1.12	TRACT 90	1.12

PARAMOUNT ENGINEERING GROUP
 1000 N. W. 10th St., Suite 200
 Ft. Lauderdale, Florida 33304
 PHONE: (305) 555-1234
 FAX: (305) 555-5678
 WWW: www.paramounteng.com

DATE: 3-12-88
 DRAWN BY: M.F. SPERRE
 SHEET: 4 OF 5

