

AGREEMENT
Between
BROWARD COUNTY
and
SAWGRASS PROPERTY INVESTMENTS
for
SECOND PARTIAL RELEASE OF A CONSERVATION EASEMENT

AGREEMENT

Between

BROWARD COUNTY

and

SAWGRASS PROPERTY INVESTMENTS

for

SECOND PARTIAL RELEASE OF A CONSERVATION EASEMENT

This is an Agreement ("Agreement"), made and entered into by and between: BROWARD COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY,"

and

SAWGRASS PROPERTY INVESTMENTS, a Florida general partnership, hereinafter referred to as "SAWGRASS PROPERTY," (collectively referred to as the "Parties").

WITNESSETH:

WHEREAS, SAWGRASS PROPERTY granted Broward County a Form Deed of Conservation Easement recorded at Official Records Book 25331, Pages 797-810 of the Official Records of Broward County, Florida ("Easement"), a copy of which is attached hereto as Attachment "A," for the retention and maintenance of wetland mitigation areas required by Environmental Resource License DF95-1047 issued by BROWARD COUNTY's Environmental Protection and Growth Management Department ("EPGMD," formerly the Department of Natural Resource Protection or "DNRP"); and

WHEREAS, a partial release of the Easement as legally described in Exhibit "A-2" is being concurrently considered by COUNTY along with this Agreement; and

WHEREAS, SAWGRASS PROPERTY desires to have the County execute a second partial release of the remainder of the Easement in its entirety, except for the preservation of two certain cypress tree areas totaling no less than three quarters (¾) of an acre ("Cypress Tree Preservation Areas") generally consistent with the sketch and aerial attached as Attachment "C;" and

WHEREAS, SAWGRASS PROPERTY agrees to provide COUNTY a survey and legal description of the Cypress Tree Preservation Areas acceptable to the County Administrator and office of the County Attorney within sixty (60) days; and

WHEREAS, SAWGRASS PROPERTY desires to purchase mitigation credits at a mitigation bank sufficient to offset the loss of protected wetland function from the proposed development of the real property depicted in Exhibits "A-1" and "A-3" of the Easement and to offer the County payment of a substantial inducement for the second partial release of the Easement; and

WHEREAS, COUNTY intends to utilize the monies received pursuant to this agreement for 20 acres of wetland and upland preservation and enhancement at Long Key Nature Center; and

WHEREAS, COUNTY is agreeable to the second partial release of the Easement subject to the inducements, payments, terms, conditions, consideration, and schedule described herein.

IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments, and other consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Recitals. The foregoing recitals are true and correct and they are incorporated in this Agreement by reference.
2. Effective Date. The Effective Date of this Agreement is the date upon which it has been fully executed by COUNTY and SAWGRASS PROPERTY.
3. SAWGRASS PROPERTY's Actions. SAWGRASS PROPERTY shall remit to COUNTY a total of One Million Dollars (\$1,000,000), made payable to the "Broward County Board of County Commissioners," and shall submit to COUNTY a survey and legal description of the Cypress Tree Preservation Areas according to, or earlier than, the following schedule:
 - a. Within thirty (30) days after the Effective Date, SAWGRASS PROPERTY shall remit to COUNTY One Hundred Thousand Dollars (\$100,000);
 - b. Within sixty (60) days after the Effective Date, SAWGRASS PROPERTY shall submit to COUNTY a survey and legal description of the Cypress Tree Preservation Areas;
 - c. Within one (1) year after the Effective Date, SAWGRASS PROPERTY shall remit to COUNTY an additional Two Hundred Thousand Dollars (\$200,000);
 - d. Within two (2) years after the Effective Date, SAWGRASS PROPERTY shall remit to COUNTY an additional Two Hundred Thousand Dollars (\$200,000); and

- e. Within three (3) years after the Effective Date, SAWGRASS PROPERTY shall remit to COUNTY an additional Five Hundred Thousand Dollars (\$500,000).

SAWGRASS PROPERTY also agrees to the purchase of 8.5 wetland mitigation bank credits from Loxahatchee Mitigation Bank in accordance with a valid Broward County Environmental Resource License prior to impacting wetlands within Exhibits "A-1" and "A-3" of the Easement. In the event that wetland mitigation bank credits are not available from Loxahatchee Mitigation Bank, SAWGRASS PROPERTY may, at its option, purchase an equivalent number of wetland mitigation bank credits, subject to approval by EPGMD, from another approved and permitted wetland mitigation bank with a service area which includes the Easement. SAWGRASS PROPERTY may proceed with permitting and licensing of a development project proposing impacts to portions of the Easement upon the Effective Date of this Agreement. However, SAWGRASS PROPERTY acknowledges and agrees that no impacts to wetlands within Exhibits "A-1" and "A-3" of the Easement will occur until COUNTY's second partial release, in accordance with paragraph 4.

4. COUNTY's Actions. COUNTY shall provide SAWGRASS PROPERTY a second partial release of the Easement substantially in the form attached hereto as Attachment "B" and authorizes its County Administrator to execute and provide SAWGRASS PROPERTY with the second partial release, subject to approval as to form by the Office of the County Attorney, within thirty (30) days of SAWGRASS PROPERTY's full performance of subparagraphs 3 a. through 3 e.
5. SAWGRASS PROPERTY to Pay for Any and All Recording and Transfer Charges. SAWGRASS PROPERTY agrees to pay any and all recording and transfer charges (including any and all required documentary stamps and intangible taxes) in connection with the second partial release contemplated in this Agreement. If another party to this Agreement pays any such charges, SAWGRASS PROPERTY shall reimburse that party within fifteen (15) days after notification of demand for reimbursement is made pursuant to Paragraph 6.
6. Notices. Whenever either Party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the Parties designate the following:

FOR COUNTY:

County Administrator
Governmental Center, Room 409
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

With a copy to:

County Attorney
Governmental Center, Room 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

FOR SAWGRASS PROPERTY:

Michel Besso
Sawgrass Property Investments
19495 Biscayne Boulevard, Suite 702
Aventura, Florida 33180

With a copy to:

Michael W. Moskowitz, Esq.
Moskowitz, Mandell, Salim & Simowitz, P.A.
800 Corporate Drive, Suite 500
Fort Lauderdale, Florida 33334

7. Term and Time of Agreement. The term of this Agreement shall begin on the Effective Date and shall end three (3) years and one (1) month from the Effective Date or upon such earlier date at which the Parties have fully performed the duties, obligations, and responsibilities described in Paragraphs 3 and 4, in which case the term of this Agreement shall end at midnight on the date of full performance of the last act described therein. All duties, obligations, and responsibilities of SAWGRASS PROPERTY required by this Agreement shall be completed no later than three (3) years from the Effective Date, and all duties, obligations, and responsibilities of COUNTY required by this Agreement shall be completed no later than three (3) years and one (1) month from the Effective Date.
8. Termination. This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved party identifying the breach.
9. Property Taxes. COUNTY is immune from ad valorem taxation on its property. When any property affected by this Agreement becomes subject to such taxation

or change in taxable value, SAWGRASS PROPERTY shall be subject to all taxes or increases in taxes due and owing.

10. Time of the Essence. Time is of the essence with regard to all time periods provided for in this Agreement.
11. Broker's or Agent's Commission. SAWGRASS PROPERTY represents and warrants that it has dealt with no broker and agrees to hold the COUNTY harmless from any claim or demand for commissions made by or on behalf of any broker or agent of SAWGRASS PROPERTY, in connection with any transaction provided under this Agreement. SAWGRASS PROPERTY agrees to pay any and all real estate commissions due and owing, if any, in connection with such transactions.
12. Assignment. No party to this Agreement may assign or transfer this Agreement, in whole or in part, without the prior written consent of the other party, which consent may not be unreasonably withheld.
13. Persons Bound. The Agreement shall inure to and bind the respective heirs, personal representatives, successors and assigns (where assignment is permitted) of the parties to this Agreement. Whenever used, the singular number shall include the singular and the plural, and the use of any gender shall include all genders.
14. Survival of Covenants and Special Covenants. All covenants, grants, representations, and warranties contained in this Agreement shall survive delivery and recording of the respective releases, unless any provision of this Agreement expressly provides to the contrary.
15. Jurisdiction, Venue, Governing Law, and Waiver of Jury Trial. Failure of any Party to insist upon strict performance with any provision of this Agreement, or to exercise any right contained in it, shall not be construed as a waiver or relinquishment of that provision or right. None of the conditions, covenants or provisions of this Agreement shall be deemed waived or modified, except by the Parties to it in writing. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. The Parties acknowledge that jurisdiction of any controversies or legal disputes arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, SAWGRASS PROPERTY AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL**

LITIGATION RELATED TO, ARISING FROM, OR IN CONNECTION WITH THIS AGREEMENT.

16. Entire Agreement; Modification. This Agreement incorporates and includes all prior negotiations, correspondences, conversations, agreements or understandings applicable to the matters contained in it, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements, whether oral or written. This Agreement may be modified only in writing and approved in the same manner in which this Agreement was approved.
17. Further Undertaking. The Parties agree that each shall cooperate with the other in good faith and shall correct any defects, errors, or omissions and execute such further documents and perform such further acts as may be reasonably necessary or appropriate to carry out the purpose and intent of this Agreement.
18. No Third Party Beneficiaries. Neither SAWGRASS PROPERTY nor COUNTY intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.
19. Severability. In the event any portion of paragraphs 3 or 4 this Agreement are found by a court of competent jurisdiction to be invalid, COUNTY or SAWGRASS PROPERTY may elect to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days of final court action, including all available appeals. In the event a termination election is made by either Party pursuant to this paragraph, COUNTY agrees to return any and all payments made by SAWGRASS PROPERTY. In the event that any other portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective.
20. Joint Preparation. The Parties and their counsel have participated fully in the drafting of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.
21. Interpretation. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the

context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter," refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

22. Representation of Authority. Each individual executing this Agreement on behalf of a party to this Agreement represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.
23. Execution. This document may be executed in multiple copies, each of which shall be deemed an original.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the _____ day of _____, 20____, and SAWGRASS PROPERTY, signing by and through its General Partner, Jobess, Inc., duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners

By _____
Mayor

_____ day of _____, 20____

Approved as to form by
Joni Armstrong Coffey
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By Michael C. Owens 4/16/14
Michael C. Owens (Date)
Senior Assistant County Attorney

By Maite Azcoitia 4/16/14
Maite Azcoitia (Date)
Deputy County Attorney

AGREEMENT BETWEEN BROWARD COUNTY AND SAWGRASS PROPERTY
INVESTMENTS FOR SECOND PARTIAL RELEASE OF CONSERVATION
EASEMENT.

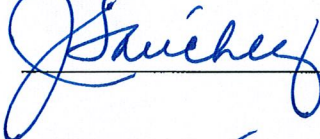
SAWGRASS PROPERTY INVESTMENTS

WITNESSES:



MICHEL BESS

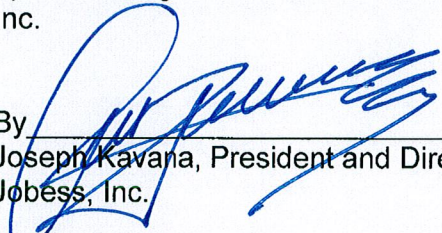
Print Name



JEANNETTE SANCHEZ

Print Name

SAWGRASS PROPERTY INVESTMENTS,
by and through its General Partner, Jobess,
Inc.

By 

Joseph Kavana, President and Director,
Jobess, Inc.

15 day of April, 2014

(SEAL)

ATTACHMENT "A"

Form Deed of Conservation Easement

Ginger

96-427922 001
08-29-96 03:59PM

rev: 8/23/95

FORM DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT ("Conservation Easement") is given this _____ day of November, 19 95, by Sawgrass Property Investment (address) 16241 NW 48th Ave., Miami, Florida 33014 ("Grantor") to Broward County, a political subdivision of the State of Florida, its successors and assigns ("Grantee"), whose post office is 115 South Andrews Avenue, Suite 423, Fort Lauderdale, Florida 33301.

WITNESSETH

WHEREAS, the Grantor is the owner of certain lands situated in Broward County, Florida, and more specifically described in Exhibit A attached hereto and incorporated herein by reference ("Property"); and

*Sawgrass Property Investment Project

WHEREAS, the Grantor desires to construct (name of project) ("Project") at a site in Broward County, which Project will impact wetlands under the regulatory jurisdiction of the Broward County Department of Natural Resource Protection ("DNRP"); and

WHEREAS, DNRP License No. DF95-1047 ("License") authorizes such impacts to wetlands on the Project site; and

WHEREAS, the Grantor has developed and proposed as part of the license conditions a conservation tract involving enhancement and preservation of the wetland systems on the Property; and

WHEREAS, the Grantor, in consideration of the consent granted by License No. DF95-1047 is agreeable to granting and securing to the Grantee a perpetual Conservation Easement as defined in Section 704.06, Florida Statutes (1993), over the Property.

NOW, THEREFORE, in consideration of the issuance of License No. DF95-1047, to construct and operate the Project, Grantor hereby grants, creates, and establishes a perpetual Conservation Easement for the Grantee upon the Property which shall run with the land and be binding upon the Grantor, its heirs, successors or assigns (hereinafter "Grantor"), and shall remain in full force and effect forever.

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

1. It is the purpose of the Conservation Easement to retain land or water areas of the Property in their natural, scenic, open, agricultural or wooded condition and to retain such areas as suitable habitat for fish, plants or wildlife. It is the purpose and intent of this Conservation Easement to assure that the Property (with the exception of included wetlands which are to be enhanced or created as specified in the aforementioned License) will be retained and maintained forever predominantly in the natural vegetative and hydrologic condition existing at the time of execution of this Conservation Easement. The included wetlands which are to be enhanced or created shall be maintained forever in the enhanced or created conditions required by the License.

\$ 0.70
DOCU. STAMPS-DEED

RECVD. BROWARD CTY
B. JACK OSTERHOLT

COUNTY ADMIN.

Approved BCC 8-6-96 H-28

Submitted By Diol. Rie. (DNRP)

RETURN TO DOCUMENT CONTROL

(14)

To carry out this purpose, the following rights are conveyed to Grantee by this easement:

- (a) To enter upon the Property in a reasonable manner and at reasonable times to ensure compliance and to enforce the rights herein granted.
- (b) To enjoin any activity on or use of the Property that is inconsistent with this Conservation Easement and to enforce the restoration of such areas or features of the Property that may be damaged by any inconsistent activity and/or use. Grantee shall be entitled to recover the cost of restoring the land to the natural vegetative and hydrologic condition existing at the time of execution of this Conservation Easement or to the vegetative and hydraulic condition required by the aforementioned License, whichever enhancement is the most environmentally desirable. These remedies are in addition to any other remedy, fine or penalty which may be applicable under Chapter 27, Broward County Code of Ordinances.

2. Except for the restoration, creation, enhancement, maintenance, and monitoring activities and other activities and improvements related to the Property and permitted or required by the DNRP License, and the maintenance and monitoring of the same required by the DNRP License, the following activities are prohibited in or on the Property, to wit:

- (a) Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;
- (b) Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;
- (c) Removal or destruction of trees, shrubs, or other vegetation, except for the removal of exotic vegetation as approved by DNRP;
- (d) Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface;
- (e) Surface use except for purposes that permit the land or water area to remain in its natural condition;
- (f) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation; including but not limited to diking and fencing;
- (g) Acts or uses detrimental to said aforementioned retention and maintenance of land or water areas; and
- (h) Acts or uses detrimental to the preservation of any features or aspects of the property having historical, archeological or cultural significance.

3. Grantor reserves all rights as owner of the Property, including the right to engage in uses of the Property that are not prohibited herein.

4. No right of access by the general public to any portion of the Property is conveyed by this Conservation Easement.

5. Grantee shall not be responsible for any costs or liabilities related to the operation, upkeep and maintenance of the property in the natural vegetative and hydrologic condition, existing at the time of the execution of this Conservation Easement, including the maintenance of enhanced or created wetlands in the vegetative and hydrologic condition required by the aforementioned License, and Grantor does hereby indemnify and hold harmless the Grantee from the same.

6. Grantor shall pay any and all real property taxes and assessments levied by competent authority on the Property.

7. The terms and conditions of this Conservation Easement may be enforced by the Grantee by injunctive relief and other appropriate available remedies. Any costs including but not limited to reasonable attorney's fees and administrative, trial and appellate court costs which are incurred in enforcing, judicially or otherwise, the terms and restrictions of this Conservation Easement, shall be borne by and recoverable against the non-prevailing party in such proceedings. In any action in which the Grantee prevails, the Grantee shall be entitled to recover the cost of restoring the land to the natural vegetative and hydrologic condition existing at the time of execution of this Conservation Easement or to the vegetative and hydrologic condition required by the aforementioned License. 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 Chapter 27 of the Broward County Code of Ordinances.

8. Enforcement of the terms and provisions of the Conservation Easement shall be at the reasonable discretion of Grantee, and any forbearance on behalf of Grantee to exercise its rights hereunder in the event of any breach hereof by Grantor, shall not be deemed or construed to be a waiver of Grantee's rights hereunder.

9. Grantee will hold this Conservation Easement exclusively for conservation purposes. Grantee will not assign its rights and obligations under this Conservation Easement except to another organization qualified to hold such interests under the applicable state laws.

10. Grantor's obligation to retain and maintain the Property forever predominantly in the vegetative and hydrologic condition as herein specified shall run with the land and shall be binding upon the Grantor, its heirs, successors or assigns and shall inure to the benefit of the Grantee, and its successors and assigns as more particularly set forth herein. The intent of this Conservation Easement is that the responsibilities and liabilities associated with the Conservation Easement shall run with the land and be binding solely upon the fee simple title holder of the Property as required hereunder.

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

12. 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.

13. The terms, conditions, restrictions and purpose of this Conservation Easement shall be inserted by Grantor in any subsequent deed or other legal instrument by which Grantor divests itself of any interest in the Property. Any future holder of the Grantor's interest in the Property shall be notified in writing by Grantor of this Conservation Easement.

14. This Conservation Easement may be amended, altered, released or revoked only by written agreement between the parties hereto or their heirs, assigns and successors-in-interest, which shall be filed in the public records in Broward County.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns forever. This Conservation Easement shall be recorded in the Public Records of Broward County and the covenants, terms, conditions, restrictions and purpose imposed with this Conservation Easement shall not only be binding upon Grantor, but also its agents, heirs, successors and assigns, and shall continue as a servitude running in perpetuity with the Property. This Conservation Easement shall not be recorded in the Public Records until after its formal acceptance by the Broward County Board of County Commissioners.

Grantor hereby covenants with said Grantee that Grantor is lawfully seized of said Property in fee simple; that Grantor has good right and lawful authority to convey this Conservation Easement; and that it hereby fully warrants and defends the title to this Conservation Easement hereby conveyed against the lawful claims of all persons whomsoever.

BK25331PGURUU

IN WITNESS WHEREOF, JOSEPH KAVANA has hereunto set his authorized hand this 6 day of May, 1996.

Signed, sealed and delivered in our presence as witnesses:

SAWGRASS PROPERTY INVESTMENTS, a Florida General Partnership

By: JOBESS, INC., a Florida corporation, General Partner

Elnia C. Secas
Signature
Elnia C. SECAS
Print Name
[Signature]
Signature
EG Coker Jr

By: [Signature]
Joseph Kavana
President

STATE OF FLORIDA :
: SS.
COUNTY OF BROWARD :

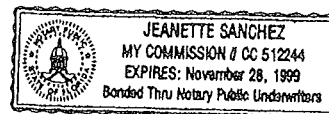
On this 6 day of May, 1996, before me, the undersigned Notary Public, personally appeared JOSEPH KAVANA, personally known to me or who has produced _____ as identification and is the person who subscribed to the foregoing instrument and who did/did not take an oath, as the President of by JOBESS, INC., a Florida corporation, General Partner of SAWGRASS PROPERTY INVESTMENTS, a Florida General Partnership, and acknowledged that he executed the same on behalf of said corporation and that he was duly authorized to do so.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[Signature]
Notary Public, State of Florida

My Commission Expires: 11/28/99

Commission No. CC 512244



BK25331P60801

IN WITNESS WHEREOF, JOSEPH KAVANA has hereunto set his authorized hand this 3 day of May, 1996.

Signed, sealed and delivered in our presence as witnesses:

SAWGRASS PROPERTY INVESTMENTS, a Florida General Partnership

Drew Sheridan
Signature
DREW SHERIDAN
Print Name
Sam B. Nevel
Signature
Sam B. Nevel

By: FAKS, INC., a Florida corporation,
General Partner

By: Sam B. Nevel
Sam B. Nevel
President

STATE OF FLORIDA :
: SS.
COUNTY OF BROWARD :

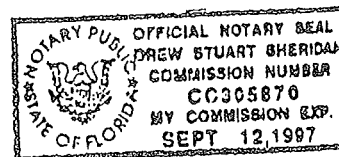
On this ____ day of May, 1996, before me, the undersigned Notary Public, personally appeared SAM B. NEVEL, (personally known) to me or who has produced as identification and is the person who subscribed to the foregoing instrument and who did/did not take an oath, as the President of JOBESS, INC., a Florida corporation, General Partner of SAWGRASS PROPERTY INVESTMENTS, a Florida General Partnership, and acknowledged that he executed the same on behalf of said corporation and that he was duly authorized to do so.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Drew Sheridan
Notary Public, State of Florida

My Commission Expires:

Commission No. _____



-5a-

EX25331PG0802

CONSENT FOR EASEMENT BY MORTGAGEE

MORTGAGEE

Signed, sealed and delivered
in our presence as witnesses:

CITY NATIONAL BANK OF FLORIDA
(Mortgagee Recorded in O.R. _____,
Page ____, Broward County)

Chantal Weir
Witness Signature

By: Ralph Gilbert
Signature

CHANTAL WEIR
Print Name

Ralph Gilbert - Vice Pres.
Print Name & Title

Mayera A. Espinola
Witness Signature

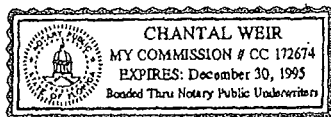
P.O. Box 025620
Miami, FL 33102
Post Office Address

Mayera A. Espinola
Print Name

STATE OF FLORIDA)
 (SS
COUNTY OF DADE)

The foregoing instrument was acknowledged before me this 29th day of November, 1995, by Ralph Gilbert as Vice President of CITY NATIONAL BANK OF FLORIDA, on behalf of the corporation. He ~~is~~ personally know to me ~~or~~ ~~has produced~~ _____ as identification and who did not take an oath.

Chantal Weir
Signature of Notary Public



CHANTAL WEIR
(Print, type or stamp name of Notary
& Commission No.)

EX-25331PS0803

ACCEPTANCE BY BROWARD COUNTY

The Broward County Board of County Commissioners hereby accepts this Conservation Easement.

ATTEST:



BROWARD COUNTY, a political subdivision of the State of Florida, through it's BOARD OF COUNTY COMMISSIONERS

By:

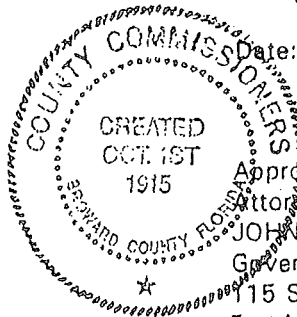
Name:

JOHN E. RODSTROM, JR.

Title:

Date:

8-6-96



Approved as to form by Office of County Attorney, Broward County, Florida
JOHN J. COPELAN, JR., County Attorney
Governmental Center; Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (305) 357-7600
Telecopier: (305) 357-7641

By:

Name:

LISA ZIMA BOSCH

Title:

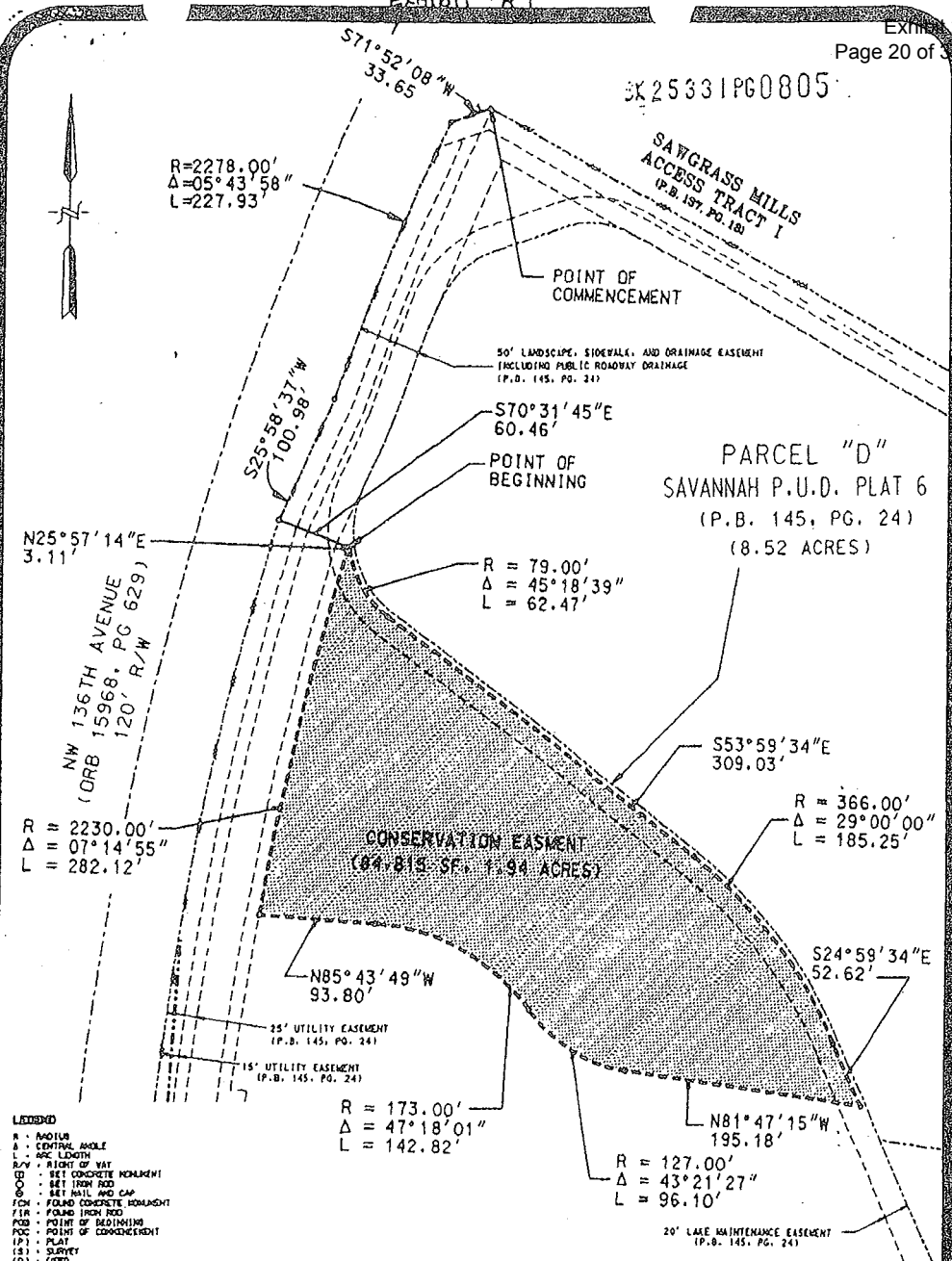
ASSISTANT COUNTY ATTORNEY

Date:

6/9/96

BK25331PG0804

SK 25331PG0805



LEGEND

R - ANGLE
 Δ - CENTRAL ANGLE
 L - ARC LENGTH
 R/W - RIGHT OF WAY
 ID - SET CONCRETE MONUMENT
 O - SET IRON ROD
 FCH - FOUND CONCRETE MONUMENT
 FCR - FOUND IRON ROD
 POC - POINT OF COMMENCEMENT
 (P) - PLAT
 (S) - SURVEY
 (C) - CALCULATED
 PLS - PROFESSIONAL LAND SURVEYOR
 PRM - PERMANENT REFERENCE MONUMENT
 PO - PLAT BOOK
 PO - PAGE
 OR - OFFICIAL RECORDS
 BOM - SET CONCRETE MONUMENT
 CL - CENTRAL LINE
 EOP - EDGE OF PAVEMENT

THIS IS NOT A
BOUNDARY SURVEY

THE UNDERSIGNED SURVEYOR HAS NOT BEEN PROVIDED A CURRENT TITLE OPINION OR ABSTRACT OF MATTERS AFFECTING TITLE OR BOUNDARY TO THE SUBJECT PROPERTY. IT IS POSSIBLE THAT THERE ARE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS OR OTHER INSTRUMENTS THAT COULD AFFECT THE BOUNDARIES.

CLIENT: SAWGRASS PROPERTY INVESTMENT

TITLE: SKETCH & LEGAL OF CONSERVATION EASEMENT

SURVEYORS CERTIFICATE

I HEREBY CERTIFY THAT THE ABOVE REFERENCED SKETCH AND THE LEGAL DESCRIPTION ON WHICH IT IS BASED IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AS PREPARED UNDER MY DIRECTION AND SUPERVISION. I FURTHER CERTIFY THAT THIS SKETCH COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS ESTABLISHED BY CHAPTER 61-017-6 OF THE FLORIDA ADMINISTRATIVE CODE.

DATE OF SKETCH: 12-4-95

DONALD P. PROUD, P.L.S.
FLORIDA REG. NO. 4937

Ralph B. Pennazio & Associates, Inc.

Consulting Engineers, Planners, Surveyors

6100 Boulevard of Champions
North Lauderdale, Florida 33068

(305) 969-5100

FAX (305) 969-9680

JOB NO. 94032

DRAWN BY: H.E.J.

FIELDBOOK: NA

DATE: 12/01/95

SCALE: 1"=100'

SHEET NO. 1 OF 2

LEGAL DESCRIPTION

COMMENCE AT THE NORTHERNMOST CORNER OF SAID PARCEL "A" (SAID POINT BEING ON THE SOUTHERLY LINE OF ACCESS TRACT 1 AS SHOWN ON SAID PLAT OF SAVANNAH P.U.D. PLAT 6 AS RECORDED IN PLAT BOOK 145 AT PAGE 24 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA), THEN RUN S71°52'08"W A DISTANCE OF 33.65 FEET TO A POINT (SAID POINT BEING ON THE EASTERLY RIGHT OF WAY LINE OF NW 136TH AVENUE AS SHOWN ON SAID SAVANNAH P.U.D. PLAT 6) ON A CURVE BEING CONCAVE TO THE SOUTHEAST, THEN RUN SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 2278.00 FEET, THRU A CENTRAL ANGLE OF 05°43'58" FOR AN ARC DISTANCE OF 227.93 FEET, THEN RUN S25°58'37"W ALONG SAID RIGHT OF WAY 100.98 FEET, THEN RUN S70°31'45"E A DISTANCE OF 60.46 FEET TO THE POINT OF BEGINNING: SAID POINT BEING ON A CURVE CONCAVE TO THE NORTHEAST, THEN RUN SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 79.00 FEET, THRU A CENTRAL ANGLE OF 45°18'39", FOR AN ARC DISTANCE OF 62.47 FEET, THEN RUN S53°59'34"E A DISTANCE OF 309.03 FEET TO A POINT ON A CURVE CONCAVE TO THE SOUTHWEST, THEN RUN SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 366.00 FEET, THRU A CENTRAL ANGLE OF 29°00'00", FOR AN ARC DISTANCE OF 185.25 FEET, THEN RUN S24°59'34"E A DISTANCE OF 52.62 FEET, THEN RUN N81°47'15"W A DISTANCE OF 195.18 FEET TO A POINT ON A CURVE CONCAVE TO THE NORTHEAST, THEN RUN NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 127.00 FEET, THRU A CENTRAL ANGLE OF 43°21'27", FOR AN ARC DISTANCE OF 96.10 FEET TO A POINT ON A TANGENT CURVE CONCAVE TO THE SOUTHWEST, THEN RUN NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 173.00 FEET, THRU A CENTRAL ANGLE OF 47°18'01", FOR AN ARC DISTANCE OF 142.82 FEET THEN RUN N85°43'59"W A DISTANCE OF 93.80 FEET TO A POINT ON A CURVE CONCAVE TO THE SOUTHEAST, THEN RUN NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 2230.00 FEET, THRU A CENTRAL ANGLE OF 07°14'55", FOR AN ARC DISTANCE OF 282.12 FEET THEN RUN N25°57'14"E A DISTANCE OF 3.11 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT LYING IN THE CITY OF SUNRISE, BROWARD COUNTY, FLORIDA, CONTAINING 1.94 ACRES, MORE OR LESS.

CLIENT: SAWGRASS PROPERTY INVESTMENT
TITLE: SKETCH & LEGAL OF CONSERVATION EASEMENT

SURVEYORS CERTIFICATE

I HEREBY CERTIFY THAT THE ABOVE REFERENCED SKETCH AND THE LEGAL DESCRIPTION ON WHICH IT IS BASED IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AS PREPARED UNDER MY DIRECTION AND SUPERVISION. I FURTHER CERTIFY THAT THIS SKETCH COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS ESTABLISHED BY CHAPTER 61-017-6 OF THE FLORIDA ADMINISTRATIVE CODE.

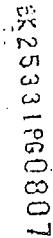
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DATE OF SKETCH 12-4-95

DONALD P. PROUD, P.L.S.
FLORIDA REG. NO. 1837

Ralph B. Denuzzio & Associates, Inc.
Consulting Engineers, Planners, Surveyors
6100 Boulevard of Champions
North Lauderdale, Florida 33068
(305) 969-5100
FAX (305) 969-9680

JOB NO. 94032
DRAWN BY: H.E.J.
FIELDBOOK NA
DATE: 12/01/95
SCALE: NA
SHEET NO. 2 OF 2



| | |
|-----------|----------|
| JOB NO. | 94032 |
| DRAWN BY: | H.E.J. |
| FIELDBOOK | NA |
| DATE: | 12/20/95 |
| SCALE: | 1"=100' |
| SHEET NO. | 1 OF 2 |

LEGAL DESCRIPTION

COMMENCE AT THE SOUTHWESTERLYMOST CORNER OF SAID PARCEL "A"
(SAID POINT BEING ON THE EASTERLY LINE OF NW 136TH AVENUE AS
SHOWN ON SAID PLAT OF SAVANNAH P.U.D. PLAT 6 AS RECORDED IN
OFFICIAL RECORDS BOOK 15968 AT PAGE 629-631 OF THE PUBLIC RECORDS
OF BROWARD COUNTY, FLORIDA), THEN RUN $N00^{\circ}11'40"W$ A DISTANCE OF
207.01 FEET TO A POINT (SAID POINT BEING ON THE EASTERLY RIGHT OF
WAY LINE OF NW 136TH AVENUE AS SHOWN ON SAID SAVANNAH P.U.D. PLAT
6) THEN RUN $N89^{\circ}48'44"E$ A DISTANCE OF 65.00 FEET TO THE POINT OF
BEGINNING: THEN RUN $N89^{\circ}48'18"E$ A DISTANCE OF 197.39 FEET, THEN
RUN $S45^{\circ}11'41"E$ A DISTANCE OF 11.71 FEET, THEN RUN $S02^{\circ}43'06"W$ A
DISTANCE OF 168.95', THEN RUN $S89^{\circ}48'19"W$ A DISTANCE OF 38.26' TO
A POINT ON A CURVE CONCAVE TO THE NORTHEAST, THEN RUN NORTHWESTERLY
ALONG SAID CURVE HAVING A RADIUS OF 60.00 FEET, THRU A CENTRAL
ANGLE OF $45^{\circ}00'00"$, FOR AN ARC DISTANCE OF 47.12 FEET, THEN RUN
 $N45^{\circ}11'41"W$ A DISTANCE OF 139.77 FEET TO A POINT ON A CURVE CONCAVE
TO THE NORTHEAST, THEN RUN NORTHWESTERLY ALONG SAID CURVE HAVING
A RADIUS OF 60.00 FEET, THRU A CENTRAL ANGLE OF $45^{\circ}00'00"$, FOR AN
ARC DISTANCE OF 47.12 FEET THEN RUN $N00^{\circ}11'16"W$ A DISTANCE OF
18.18 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT LYING IN THE CITY OF SUNRISE, BROWARD COUNTY, FLORIDA,
CONTAINING 0.61 ACRES, MORE OR LESS.

EX 25331PG0808

CLIENT: SAWGRASS PROPERTY INVESTMENT
TITLE: SKETCH & LEGAL OF CONSERVATION EASEMENT #2

SURVEYORS CERTIFICATE

I HEREBY CERTIFY THAT THE ABOVE REFERENCED SKETCH
AND THE LEGAL DESCRIPTION ON WHICH IT IS BASED
IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND
BELIEF, AS PREPARED UNDER MY DIRECTION AND SUPERVISION
I FURTHER CERTIFY THAT THIS SKETCH COMPLIES WITH THE
MINIMUM TECHNICAL STANDARDS ESTABLISHED BY CHAPTER 61-017-6
OF THE FLORIDA ADMINISTRATIVE CODE.

THE UNDERSIGNED SURVEYOR HAS NOT BEEN PROVIDED
A CURRENT TITLE OPINION OR ABSTRACT OF MATTERS
AFFECTING TITLE OR BOUNDARY TO THE SUBJECT
PROPERTY, IT IS POSSIBLE THAT THERE ARE DEEDS
OF RECORD, UNRECORDED DEEDS, EASEMENTS OR OTHER
INSTRUMENTS THAT COULD AFFECT THE BOUNDARIES.

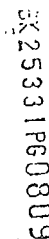
DATE OF SKETCH 12-22-95

[Signature]

DONALD P. PROUD, P.L.S.
FLORIDA REG. NO. 4937

Ralph B. Dinnaggio & Associates, Inc.
Consulting Engineers, Planners, Surveyors
6100 Boulevard of Champions
North Lauderdale, Florida 33068
(305) 969-5100
FAX (305) 969-9680

JOB NO. 94032
DRAWN BY: H.E.J.
FIELDBOOK NA
DATE: 12/20/95
SCALE: NA
SHEET NO. 2 OF 2



- R = RADIUS
- C = CENTRAL ANGLE
- L = ARC LENGTH
- RY = RYCHT OF WAY
- (C) = SET CONCRETE MONUMENT
- (S) = SET IRON ROD
- (M) = SET NAIL AND CAP
- (F) = FOUND CONCRETE MONUMENT
- PLA = PLANT IRON ROD
- POB = POINT OF BEGINNING
- POE = POINT OF ENDING
- (P) = PLAT
- (S) = SURVEY
- (D) = DEED
- (C) = CALCULATED
- PLS = PROFESSIONAL LAND SURVEYOR
- PMR = MONUMENT REFERENCE MONUMENT
- PL = PLAT BOOK
- P = PAGE
- OR = OFFICIAL RECORDS
- OR = SET CONCRETE MONUMENT
- OTR = OTHER LINE
- EXP = EXIST OR PAYMENT

THE UNDERSIGNED SURVEYOR HAS NOT BEEN PROVIDED A CURRENT TITLE OPINION OR ABSTRACT OF MATTERS AFFECTING TITLE OR BOUNDARY TO THE SUBJECT PROPERTY. IT IS POSSIBLE THAT THERE ARE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS OR OTHER INSTRUMENTS THAT COULD AFFECT THE BOUNDARIES.

TITLE: SKETCH & LEGAL OF CONSERVATION EASEMENT #3

I HEREBY CERTIFY THAT THE ABOVE REFERENCED SKETCH AND THE LEGAL DESCRIPTION ON WHICH IT IS BASED IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AS PREPARED UNDER MY DIRECTION AND SUPERVISION. I FURTHER CERTIFY THAT THIS SKETCH COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS ESTABLISHED BY CHAPTER 61-017-6 OF THE FLORIDA ADMINISTRATIVE CODE.

DATE OF SKETCH 12-22-71

DONALD P. PROUD, P.L.S.
FLORIDA REG. NO. 1837

| | |
|-----------|----------|
| JOB NO. | 94032 |
| DRAWN BY: | H.E.J. |
| FIELDBOOK | NA |
| DATE: | 12/20/95 |
| SCALE: | 1"=200' |
| SHEET NO. | 1 OF 2 |

LEGAL DESCRIPTION

COMMENCE AT THE NORTHERNMOST CORNER OF SAID PARCEL "A" (SAID POINT BEING ON THE SOUTHERLY LINE OF ACCESS TRACT 1 AS SHOWN ON SAID PLAT OF SAVANNAH P.U.D. PLAT 6 AS RECORDED IN PLAT BOOK 145 AT PAGE 24 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA), THEN RUN S71°52'08"W A DISTANCE OF 33.65 FEET TO A POINT (SAID POINT BEING ON THE EASTERLY RIGHT OF WAY LINE OF NW 136TH AVENUE AS SHOWN ON SAID SAVANNAH P.U.D. PLAT 6) ON A CURVE BEING CONCAVE TO THE SOUTHEAST, THEN RUN SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 2278.00 FEET, THRU A CENTRAL ANGLE OF 05°43'58" FOR AN ARC DISTANCE OF 227.93 FEET, THEN RUN S25°58'37"W ALONG SAID RIGHT OF WAY A DISTANCE OF 100.98 FEET, THEN RUN S70°31'45"E A DISTANCE OF 60.46 FEET TO THE POINT OF BEGINNING: SAID POINT BEING ON A NONTANGENT CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIAL BEARING OF N81°19'05"E, THEN RUN NORTHERLY ALONG SAID CURVE HAVING A RADIUS OF 79.00 FEET, THRU A CENTRAL ANGLE OF 16°19'29", FOR AN ARC DISTANCE OF 22.51 FEET, THEN RUN N25°57'12"E A DISTANCE OF 76.14 FEET TO A POINT ON A NONTANGENT CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIAL BEARING OF S69°39'36"E THEN RUN NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 2228.00 FEET, THRU A CENTRAL ANGLE OF 02°28'26", FOR AN ARC DISTANCE OF 96.20 FEET TO A POINT ON A CURVE CONCAVE TO THE SOUTHEAST, THEN RUN NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 75.00 FEET, THRU A CENTRAL ANGLE OF 48°51'07", FOR AN ARC DISTANCE OF 63.95 FEET, THEN RUN N71°39'57"E A DISTANCE OF 55.84 FEET TO A POINT ON A CURVE CONCAVE TO THE SOUTH, THEN RUN EASTERLY ALONG SAID CURVE HAVING A RADIUS OF 75.00 FEET, THRU A CENTRAL ANGLE OF 46°13'11", FOR AN ARC DISTANCE OF 60.50 FEET, THEN RUN S62°06'52"E A DISTANCE OF 559.59 FEET, TO A POINT ON THE ARC OF A CURVE CONCAVE TO THE SOUTHWEST, THEN RUN SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 50.00 FEET, THRU A CENTRAL ANGLE OF 47°04'56", FOR AN ARC DISTANCE OF 41.09 FEET, THEN RUN S15°01'56"E A DISTANCE OF 102.34 FEET TO A POINT ON A CURVE CONCAVE TO THE WEST, THEN RUN SOUTHERLY ALONG SAID CURVE HAVING A RADIUS OF 50.00 FEET, THRU A CENTRAL ANGLE OF 40°15'24", FOR AN ARC DISTANCE OF 35.13 FEET TO A POINT ON A NONTANGENT CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIAL BEARING OF S64°46'32"E, THEN RUN SOUTHERLY ALONG SAID CURVE HAVING A RADIUS OF 985.00 FEET, THRU A CENTRAL ANGLE OF 16°29'25", FOR AN ARC DISTANCE OF 283.49 FEET, THEN RUN N81°47'15"W A DISTANCE OF 268.53 FEET, THEN RUN N24°59'34"W A DISTANCE OF 52.62 FEET TO A POINT ON A CURVE CONCAVE TO THE SOUTHWEST, THEN RUN NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 366.00 FEET, THRU A CENTRAL ANGLE OF 29°00'00", FOR AN ARC DISTANCE OF 185.25 FEET THEN RUN N53°59'34"W A DISTANCE OF 309.03 FEET TO A POINT ON A CURVE CONCAVE TO THE NORTHEAST, THEN RUN NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 79.00 FEET, THRU A CENTRAL ANGLE OF 45°18'39", FOR AN ARC DISTANCE OF 62.47 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT LYING IN THE CITY OF SUNRISE, BROWARD COUNTY, FLORIDA, CONTAINING 7.19 ACRES, MORE OR LESS.

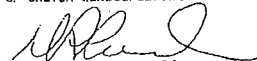
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CLIENT: SAWGRASS PROPERTY INVESTMENT
TITLE: SKETCH & LEGAL OF CONSERVATION EASEMENT #3

SURVEYORS CERTIFICATE

I HEREBY CERTIFY THAT THE ABOVE REFERENCED SKETCH AND THE LEGAL DESCRIPTION ON WHICH IT IS BASED IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AS PREPARED UNDER MY DIRECTION AND SUPERVISION. I FURTHER CERTIFY THAT THIS SKETCH COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS ESTABLISHED BY CHAPTER 61-G17-6 OF THE FLORIDA ADMINISTRATIVE CODE.

DATE OF SKETCH 12-22-95



DONALD P. PROLO, F.L.S.
FLORIDA REG. NO. 1037

Ralph D. Pennazio & Associates, Inc.

Consulting Engineers, Planners, Surveyors

6100 Boulevard of Champions

North Lauderdale, Florida 33068

(305) 969-5100

ALLOTTED IN THE OFFICIAL RECORDS BOOK 145 AT PAGE 24 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA
FAX (305) 969-9680

JOB NO. 94032

DRAWN BY: H.E.J.

FIELDBOOK NA

DATE: 12/20/95

SCALE: NA

SHEET NO. 2 OF 2

ATTACHMENT "B"

Second Partial Release of Form Deed of Conservation Easement

ATTACHMENT "B"

Prepared by:
Michael C. Owens, Sr. Ass't. County Attorney
Broward County Off. of the County Attorney
115 S. Andrews Avenue, Room 423
Fort Lauderdale, FL 33301

Return original or certified
recorded document to:
Broward County Environmental Protection
and Growth Management Department
Environmental Licensing
and Building Permitting Division
1 North University Drive, Suite 201
Plantation, Florida 33324

**SECOND PARTIAL RELEASE OF
FORM DEED OF CONSERVATION EASEMENT**

Broward County, the owner and holder of that certain "FORM DEED OF CONSERVATION EASEMENT" accepted by the Broward County Board of County Commissioners ("Board") on August 6, 1996, and recorded at Official Records Book 25331, Page 797, of the Public Records of Broward County, Florida ("Easement"), encumbering the following property ("Property"), less that real property previously partially released by that certain "PARTIAL RELEASE OF FORM DEED OF CONSERVATION EASEMENT" recorded at Official Records Book _____, Page _____, of the Public Records of Broward County, Florida:

SEE EXHIBIT "A," LEGAL DESCRIPTION AND SKETCH OF PROPERTY,
ATTACHED HERETO AND MADE A PART HEREOF

for and in consideration of certain benefits accruing to it, does hereby partially release said Easement and hereby agrees that from and after the date hereof, the Property shall be freed and forever released of the Easement and the rights, obligations, and privileges granted therein.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Board, signing by and through its County Administrator authorized to execute same by Board action on ____ day of _____, 2014, has executed this Second Partial Release of Form Deed of Conservation Easement.

WITNESSES:

BROWARD COUNTY, through its
COUNTY ADMINISTRATOR

Print Name:

By _____
BERTHA HENRY

Print Name:

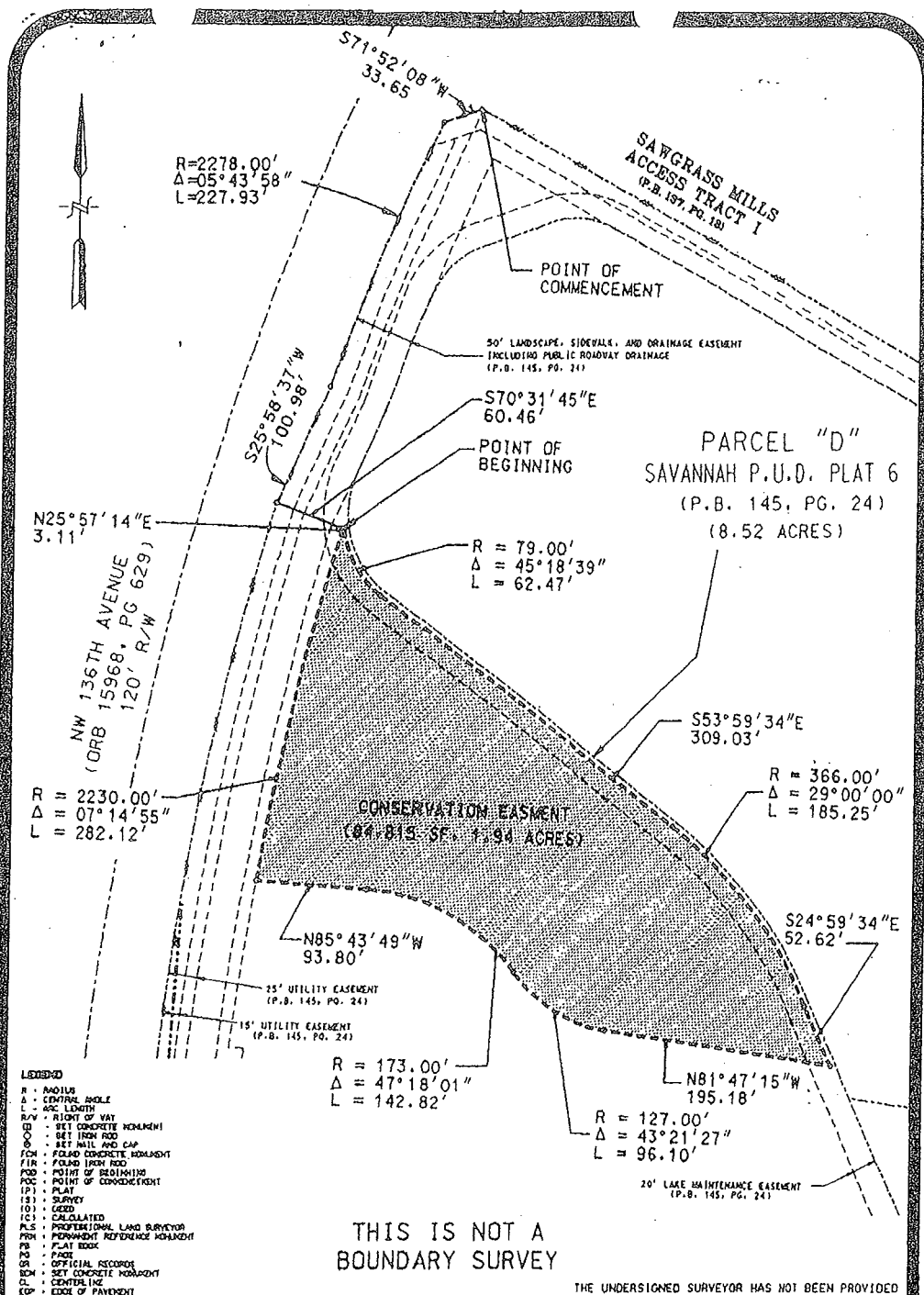
____ day of _____, 20__

Approved as to form by
Joni Armstrong Coffey
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By _____
Michael C. Owens (Date)
Senior Assistant County Attorney

By _____
Maite Azcoitia (Date)
Deputy County Attorney

MCO/tlr
CE 2nd Partial Release.doc
04/14/14
#14-049.11



THE UNDERSIGNED SURVEYOR HAS NOT BEEN PROVIDED A CURRENT TITLE OPINION OR ABSTRACT OF MATTERS AFFECTING TITLE OR BOUNDARY TO THE SUBJECT PROPERTY. IT IS POSSIBLE THAT THERE ARE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS OR OTHER INSTRUMENTS THAT COULD AFFECT THE BOUNDARIES.

CLIENT: SAWGRASS PROPERTY INVESTMENT
TITLE: SKETCH & LEGAL OF CONSERVATION EASEMENT

SURVEYORS CERTIFICATE

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DATE OF SKETCH: 2-6-98

DONALD P. PROUD, P.L.S.
FLORIDA REG. NO. 4937

Ralph B. Denuzzio & Associates, Inc.
Consulting Engineers, Planners, Surveyors
6100 Boulevard of Champions
North Lauderdale, Florida 33068
(305) 969-5100
FAX (305) 969-9680

JOB NO. 94032
DRAWN BY: H.E.J.
FIELDBOOK: NA
DATE: 12/01/95
SCALE: 1"=100'
SHEET NO. 1 OF 2

LEGAL DESCRIPTION

COMMENCE AT THE NORTHERNMOST CORNER OF SAID PARCEL "A" (SAID POINT BEING ON THE SOUTHERLY LINE OF ACCESS TRACT 1 AS SHOWN ON SAID PLAT OF SAVANNAH P.U.D. PLAT 6 AS RECORDED IN PLAT BOOK 145 AT PAGE 24 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA), THEN RUN S71°52'08"W A DISTANCE OF 33.65 FEET TO A POINT (SAID POINT BEING ON THE EASTERLY RIGHT OF WAY LINE OF NW 136TH AVENUE AS SHOWN ON SAID SAVANNAH P.U.D. PLAT 6) ON A CURVE BEING CONCAVE TO THE SOUTHEAST, THEN RUN SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 2278.00 FEET, THRU A CENTRAL ANGLE OF 05°43'58" FOR AN ARC DISTANCE OF 227.93 FEET, THEN RUN S25°58'37"W ALONG SAID RIGHT OF WAY 100.98 FEET, THEN RUN S70°31'45"E A DISTANCE OF 60.46 FEET TO THE POINT OF BEGINNING: SAID POINT BEING ON A CURVE CONCAVE TO THE NORTHEAST, THEN RUN SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 79.00 FEET, THRU A CENTRAL ANGLE OF 45°18'39", FOR AN ARC DISTANCE OF 62.47 FEET, THEN RUN S53°59'34"E A DISTANCE OF 309.03 FEET TO A POINT ON A CURVE CONCAVE TO THE SOUTHWEST, THEN RUN SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 366.00 FEET, THRU A CENTRAL ANGLE OF 29°00'00", FOR AN ARC DISTANCE OF 185.25 FEET, THEN RUN S24°59'34"E A DISTANCE OF 52.62 FEET, THEN RUN N81°47'15"W A DISTANCE OF 195.18 FEET TO A POINT ON A CURVE CONCAVE TO THE NORTHEAST, THEN RUN NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 127.00 FEET, THRU A CENTRAL ANGLE OF 43°21'27", FOR AN ARC DISTANCE OF 96.10 FEET TO A POINT ON A TANGENT CURVE CONCAVE TO THE SOUTHWEST, THEN RUN NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 173.00 FEET, THRU A CENTRAL ANGLE OF 47°18'01", FOR AN ARC DISTANCE OF 142.82 FEET THEN RUN N85°43'59"W A DISTANCE OF 93.80 FEET TO A POINT ON A CURVE CONCAVE TO THE SOUTHEAST, THEN RUN NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 2230.00 FEET, THRU A CENTRAL ANGLE OF 07°14'55", FOR AN ARC DISTANCE OF 282.12 FEET THEN RUN N25°57'14"E A DISTANCE OF 3.11 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT LYING IN THE CITY OF SUNRISE, BROWARD COUNTY, FLORIDA, CONTAINING 1.94 ACRES, MORE OR LESS.

CLIENT: SAWGRASS PROPERTY INVESTMENT
TITLE: SKETCH & LEGAL OF CONSERVATION EASEMENT

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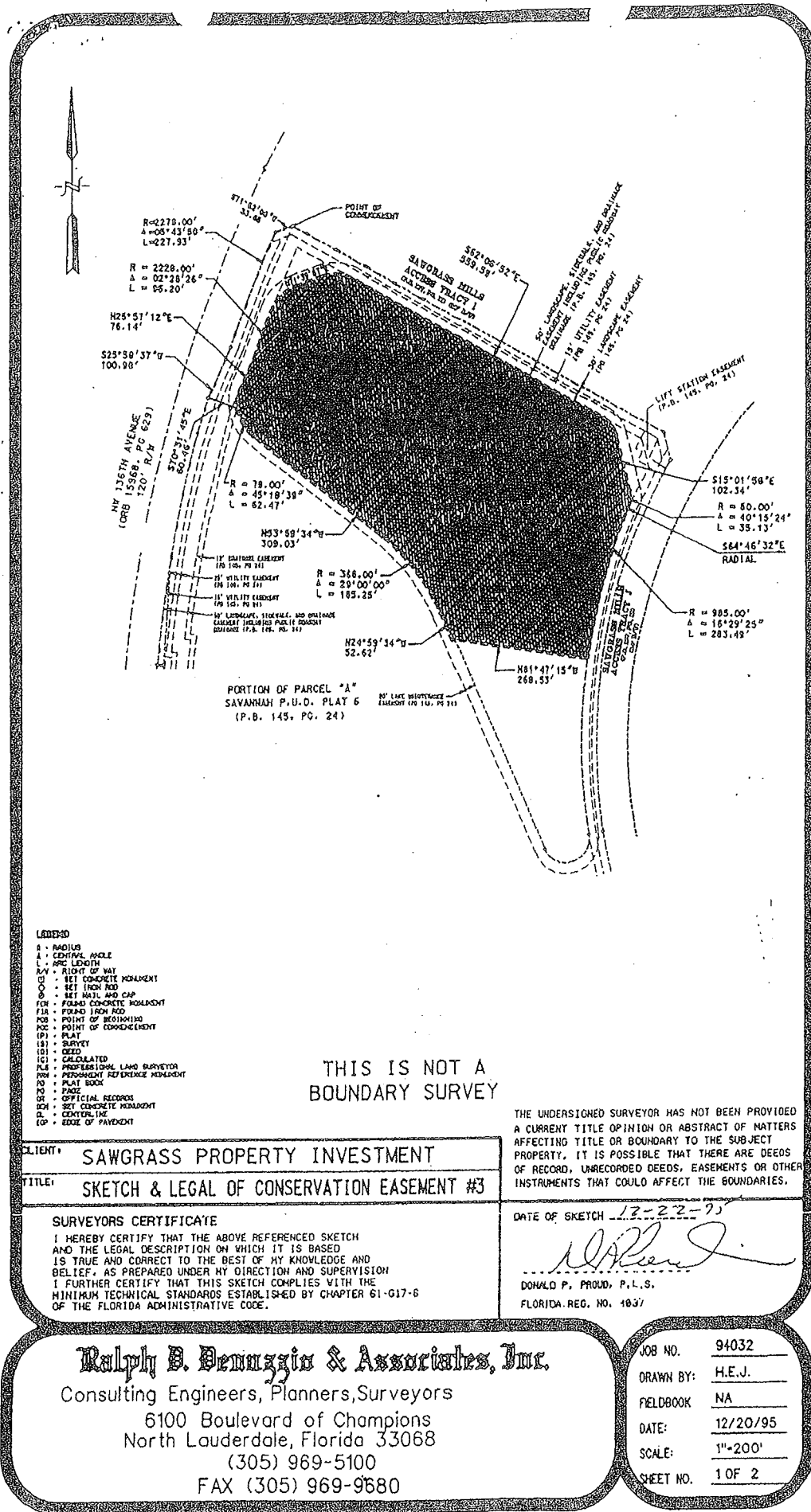
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DATE OF SKETCH 12-4-95

DONALD P. PROUD, P.L.S.
FLORIDA REG. NO. 1837

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North Lauderdale, Florida 33068
(305) 969-5100
FAX (305) 969-9680

JOB NO. 94032
DRAWN BY: H.E.J.
FIELDBOOK NA
DATE: 12/01/95
SCALE: NA
SHEET NO. 2 OF 2



LEGAL DESCRIPTION

COMMENCE AT THE NORTHERNMOST CORNER OF SAID PARCEL "A" (SAID POINT BEING ON THE SOUTHERLY LINE OF ACCESS TRACT I AS SHOWN ON SAID PLAT OF SAVANNAH P.U.D. PLAT 6 AS RECORDED IN PLAT BOOK 145 AT PAGE 24 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA), THEN RUN S71°52'08"W A DISTANCE OF 33.65 FEET TO A POINT (SAID POINT BEING ON THE EASTERLY RIGHT OF WAY LINE OF NW 136TH AVENUE AS SHOWN ON SAID SAVANNAH P.U.D. PLAT 6) ON A CURVE BEING CONCAVE TO THE SOUTHEAST, THEN RUN SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 2278.00 FEET, THRU A CENTRAL ANGLE OF 05°43'58" FOR AN ARC DISTANCE OF 227.93 FEET, THEN RUN S25°58'37"W ALONG SAID RIGHT OF WAY A DISTANCE OF 100.98 FEET, THEN RUN S70°31'45"E A DISTANCE OF 60.46 FEET TO THE POINT OF BEGINNING: SAID POINT BEING ON A NONTANGENT CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIAL BEARING OF N81°19'05"E, THEN RUN NORTHERLY ALONG SAID CURVE HAVING A RADIUS OF 79.00 FEET, THRU A CENTRAL ANGLE OF 16°19'29", FOR AN ARC DISTANCE OF 22.51 FEET, THEN RUN N25°57'12"E A DISTANCE OF 76.14 FEET TO A POINT ON A NONTANGENT CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIAL BEARING OF S69°39'36"E THEN RUN NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 2228.00 FEET, THRU A CENTRAL ANGLE OF 02°28'26", FOR AN ARC DISTANCE OF 96.20 FEET TO A POINT ON A CURVE CONCAVE TO THE SOUTHEAST, THEN RUN NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 75.00 FEET, THRU A CENTRAL ANGLE OF 48°51'07", FOR AN ARC DISTANCE OF 63.95 FEET, THEN RUN N71°39'57"E A DISTANCE OF 55.84 FEET TO A POINT ON A CURVE CONCAVE TO THE SOUTH, THEN RUN EASTERLY ALONG SAID CURVE HAVING A RADIUS OF 75.00 FEET, THRU A CENTRAL ANGLE OF 46°13'11", FOR AN ARC DISTANCE OF 60.50 FEET, THEN RUN S62°06'52"E A DISTANCE OF 559.59 FEET, TO A POINT ON THE ARC OF A CURVE CONCAVE TO THE SOUTHWEST, THEN RUN SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 50.00 FEET, THRU A CENTRAL ANGLE OF 47°04'56", FOR AN ARC DISTANCE OF 41.09 FEET, THEN RUN S15°01'56"E A DISTANCE OF 102.34 FEET TO A POINT ON A CURVE CONCAVE TO THE WEST, THEN RUN SOUTHERLY ALONG SAID CURVE HAVING A RADIUS OF 50.00 FEET, THRU A CENTRAL ANGLE OF 40°15'24", FOR AN ARC DISTANCE OF 35.13 FEET TO A POINT ON A NONTANGENT CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIAL BEARING OF S64°46'32"E, THEN RUN SOUTHERLY ALONG SAID CURVE HAVING A RADIUS OF 985.00 FEET, THRU A CENTRAL ANGLE OF 16°29'25", FOR AN ARC DISTANCE OF 283.49 FEET, THEN RUN N81°47'15"W A DISTANCE OF 268.53 FEET, THEN RUN N24°59'34"W A DISTANCE OF 52.62 FEET TO A POINT ON A CURVE CONCAVE TO THE SOUTHWEST, THEN RUN NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 366.00 FEET, THRU A CENTRAL ANGLE OF 29°00'00", FOR AN ARC DISTANCE OF 185.25 FEET THEN RUN N53°59'34"W A DISTANCE OF 309.03 FEET TO A POINT ON A CURVE CONCAVE TO THE NORTHEAST, THEN RUN NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 79.00 FEET, THRU A CENTRAL ANGLE OF 45°18'39", FOR AN ARC DISTANCE OF 62.47 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT LYING IN THE CITY OF SUNRISE, BROWARD COUNTY, FLORIDA, CONTAINING 7.19 ACRES, MORE OR LESS.

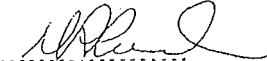
THE UNDERSIGNED SURVEYOR HAS NOT BEEN PROVIDED A CURRENT TITLE OPINION OR ABSTRACT OF MATTERS AFFECTING TITLE OR BOUNDARY TO THE SUBJECT PROPERTY. IT IS POSSIBLE THAT THERE ARE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS OR OTHER INSTRUMENTS THAT COULD AFFECT THE BOUNDARIES.

CLIENT: SAWGRASS PROPERTY INVESTMENT
TITLE: SKETCH & LEGAL OF CONSERVATION EASEMENT #3

SURVEYORS CERTIFICATE

I HEREBY CERTIFY THAT THE ABOVE REFERENCED SKETCH AND THE LEGAL DESCRIPTION ON WHICH IT IS BASED IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AS PREPARED UNDER MY DIRECTION AND SUPERVISION I FURTHER CERTIFY THAT THIS SKETCH COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS ESTABLISHED BY CHAPTER 61-G17-6 OF THE FLORIDA ADMINISTRATIVE CODE.

DATE OF SKETCH 12-22-95



DONALD P. PROVO, F.L.S.
FLORIDA REG. NO. 0037

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FAX (305) 969-9680

JOB NO. 94032
DRAWN BY: H.E.J.
FIELDBOOK NA
DATE: 12/20/95
SCALE: NA
SHEET NO. 2 OF 2

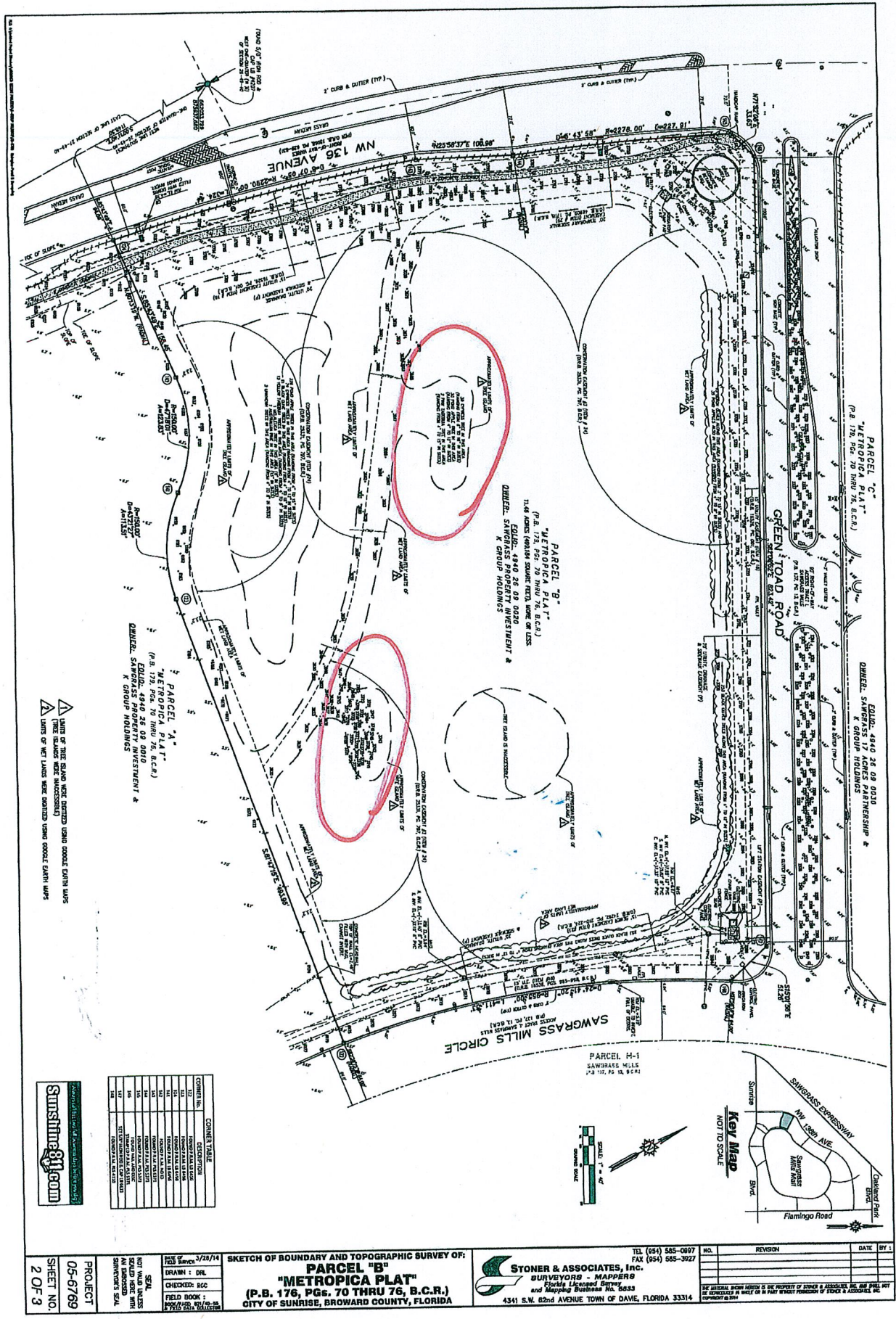
RECORDED IN THE OFFICIAL RECORDS BOOK 145 AT PAGE 24 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA

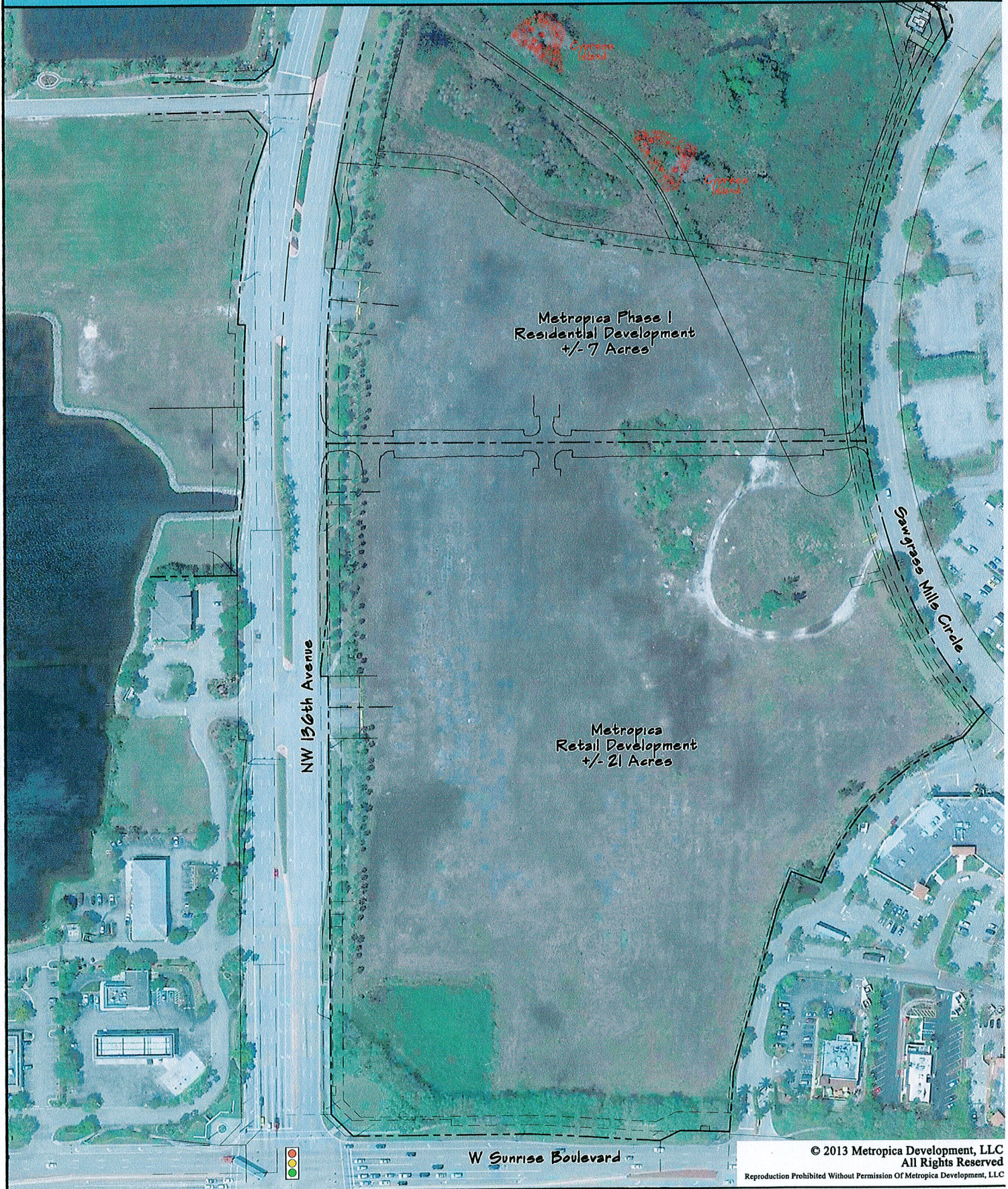
SPECIFICALLY EXCEPTED FROM THIS SECOND PARTIAL RELEASE IS THE FOLLOWING SURVEY AND LEGAL DESCRIPTION OF THE CYPRESS TREE PRESERVATION AREA

[INSERT SURVEY AND LEGAL DESCRIPTION]

ATTACHMENT "C"

Sketch and Aerial of Cypress Tree Preservation Areas





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SUNRISE, FL

