

Prepared by: J. Goldasich, PWS
JJ Goldasich and Associates, Inc.
PO Box 811988
Boca Raton, FL 33481-1988

**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

**JOINT DEED OF CONSERVATION EASEMENT – STANDARD
(within Broward County)**

THIS JOINT DEED OF CONSERVATION EASEMENT ("Conservation Easement") is given this 14th day of November, 2017 by **CA Miami 20700 GR LLC** ("Grantor") whose mailing address is **3000 Olympic Boulevard, Suite 2120, Santa Monica, CA 90404** to the South Florida Water Management District, 3301 Gun Club Road, West Palm Beach, Florida 33406, and Broward County, a political subdivision of the state of Florida, 115 South Andrews Avenue, Room 409, Fort Lauderdale, Florida 33301 (collectively referred to as "Grantees"). As used herein, the term "Grantor" shall include any and all heirs, successors or assigns of the Grantor, and all subsequent owners of the "Conservation Easement Area" (as hereinafter defined) and the term "Grantees" shall include any successor or assignee of Grantees.

WITNESSETH

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

WHEREAS, South Florida Water Management District Permit No. **06-01400-S-24** ("Permit") and Broward County License No. **DF13-1229** ("License") (collectively "Permit and License") and any modifications thereto issued by the Grantees authorize certain activities which could affect wetlands, surface waters, or other aquatic resources in or of the State of Florida; and

WHEREAS, the Grantor, in consideration of the consent granted by the Permit and License or other good and valuable consideration provided to Grantor, is agreeable to granting and securing to the Grantees a perpetual Conservation Easement as defined in Section 704.06, Florida Statutes (F.S.), over the area of the Property described on Exhibit "B" ("Conservation Easement Area"); and

WHEREAS, Grantor grants this Conservation Easement as a condition of the Permit and License solely to off-set or prevent adverse impacts to natural resources, fish and wildlife, and wetland functions; and

WHEREAS, Grantor desires to preserve the Conservation Easement Area in perpetuity in its natural condition, or, in accordance with the Permit and License, in a preserved, enhanced, restored, or created condition,

NOW, THEREFORE, in consideration of the issuance of the Permit and License to construct and operate the permitted and licensed activity, and as an inducement to Grantees in issuing the Permit and License, together with other good and valuable consideration provided to the Grantor, the adequacy and receipt of which are hereby acknowledged, Grantor hereby voluntarily grants, creates, conveys, and establishes a perpetual Conservation Easement for and in favor of the Grantees upon the Conservation Easement Area described on Exhibit "B" 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 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 Conservation Easement.
2. **Purpose.** It is the purpose of this Conservation Easement to retain land or water areas in their existing, natural, vegetative, hydrologic, scenic, open, or wooded condition and to retain such areas as suitable habitat for fish, plants, or wildlife in accordance with Section 704.06, F.S. Those wetland and upland areas included in this Conservation Easement which are to be preserved, enhanced, restored, or created pursuant to the Permit and License (or any modifications thereto) and any Management Plan attached hereto as Exhibit "C" ("Management Plan") which has been approved in writing by the Grantees, shall be retained and maintained in the preserved, enhanced, restored, or created condition required by the Permit and License (or any modifications thereto).

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

- a. To enter upon the Conservation Easement Area at reasonable times with any necessary equipment or vehicles to inspect, to determine compliance with the covenants and prohibitions contained in this easement, and to enforce the rights herein granted in a manner that will not unreasonably interfere with the use and quiet enjoyment of the Conservation Easement Area by Grantor at the time of such entry; and
- b. To proceed at law or in equity to enforce the provisions of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of

any of the prohibited activities set forth herein, and to require the restoration of such areas or features of the Conservation Easement Area that may be damaged by any activity or use that is inconsistent with this Conservation Easement.

3. **Prohibited Uses.** Except for activities that are permitted and licensed or required by the Permit and License (or any modification thereto) (which may include preservation, enhancement, restoration, creation, maintenance, and monitoring activities, or surface water management improvements) or other activities described herein or in the Management Plan (if any), any activity on or use of the Conservation Easement Area inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities are expressly prohibited in or on the Conservation Easement Area:
- 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. Removing, destroying or trimming trees, shrubs, or other vegetation, except:
 - i. The removal of dead trees and shrubs or leaning trees that could cause damage property is authorized;
 - ii. The destruction and removal of noxious, nuisance or exotic invasive plant species as listed on the most recent Florida Exotic Pest Plant Council's List of Invasive Species is authorized;
 - iii. Activities authorized by the Permit and License, described in the Management Plan, or otherwise approved in writing by the Grantees are authorized; and
 - iv. Activities conducted in accordance with a wildfire mitigation plan developed with the Florida Forest Service that has been approved in writing by the Grantees is authorized. No later than thirty (30) days before commencing any activities to implement the approved wildfire mitigation plan, Grantor shall notify the Grantees in writing of its intent to commence such activities. All such activities may only be completed during the time period for which the Grantees approved the plan;
 - 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, restored, enhanced, or created 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, ditching, diking, clearing, and fencing;
 - g. Acts or uses detrimental to such aforementioned retention of land or water areas; and
 - h. Acts or uses which are detrimental to the preservation of the structural integrity or physical appearance of sites or properties having historical, archaeological, or cultural significance.
4. **Grantor's Reserved Rights.** Grantor reserves all rights as owner of the Conservation Easement Area, including the right to engage or to permit or invite others to engage in all uses of the Conservation Easement Area that are not prohibited herein and which are not inconsistent with the Permit and License (or any modifications thereto), Management Plan (if any), or the intent and purposes of this Conservation Easement.
5. **No Dedication.** No right of access by the general public to any portion of the Conservation Easement Area is conveyed by this Conservation Easement.
6. **Grantees' Liability.** Grantees' liability is limited as provided in Subsection 704.06(10) and Section 768.28, F.S. Additionally, Grantees shall not be responsible for any costs or liabilities related to the operation, upkeep, or maintenance of the Conservation Easement Area.
7. **Enforcement.** Enforcement of the terms, provisions and restrictions of this Conservation Easement 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. Grantees shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement.
8. **Taxes.** When perpetual maintenance is required by the Permit or License, Grantor shall pay before delinquency any and all taxes, assessments, fees, and charges of whatever description levied on or assessed by competent authority on the Conservation Easement Area, and shall furnish the Grantees with satisfactory evidence of payment upon request.
9. **Assignment.** Grantees will hold this Conservation Easement exclusively for conservation purposes. Grantees will not assign their rights and obligations under this Conservation Easement except to another organization or entity qualified to hold such interests under the applicable state laws.

10. **Severability.** 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.
11. **Terms and Restrictions.** Grantor shall insert the terms and restrictions of this Conservation Easement in any subsequent deed or other legal instrument by which Grantor divests itself of any interest in the Conservation Easement.
12. **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.
13. **Modifications.** This Conservation Easement may be amended, altered, released or revoked only by written agreement between the parties hereto or their heirs, assigns or successors-in-interest, which shall be filed in the public records in Broward County, Florida.
14. **Recordation.** Grantor shall record this Conservation Easement in timely fashion in the Official Records of Broward County, Florida, and shall rerecord it at any time Grantees may require to preserve its rights. Grantor shall pay all recording costs and taxes necessary to record this Conservation Easement in the public records. Grantor will hold Grantees harmless from any recording costs or taxes necessary to record this Conservation Easement in the public records.

TO HAVE AND TO HOLD unto Grantees forever. The covenants, terms, conditions, restrictions and purposes imposed with this Conservation Easement shall be binding upon Grantor, and shall continue as a servitude running in perpetuity with the Conservation Easement Area.

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

(INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, CA Miami 20700 GR LLC ("Grantor")
has hereunto set its authorized hand this 15 day of NOVEMBER, 2017.

A Florida corporation or DE limited liability company (choose one)

By: [Signature]
(Signature)

Name: Bari Cooper Sherman
(Print)

Title: Vice President

Signed, sealed and delivered in our presence as witnesses:

By: [Signature]
(Signature)

Name: Deborah Pumbao
(Print)

By: [Signature]
(Signature)

Name: Lynne Lovasco
(Print)

STATE OF FLORIDA

COUNTY OF BROWARD

On this ____ day of _____, 20__, before me, the undersigned notary public, personally appeared _____, the person who subscribed to the foregoing instrument, as the _____ (title), of _____ (corporation), a Florida corporation, or _____ (choose one) and acknowledged that he/she executed the same on behalf of said corporation, or _____ (choose one) and the he/she was duly authorized to do so. He/She is personally known to me or has produced a _____ (state) driver's license as identification.

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

NOTARY PUBLIC, STATE OF FLORIDA

(Signature)

(Name)

My Commission Expires: _____

see attached

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

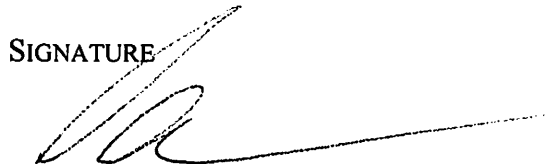
STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

On November 15, 2017, before me, TISA MARIE GOEHNER, a notary public, personally appeared BARI COOPER SHERMAN, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SIGNATURE



(Seal)



MORTGAGEE JOINDER, CONSENT AND SUBORDINATION

For Ten Dollars (\$10.00) and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, EB-5 CHARTER SCHOOL
PEMBROKE PINES, LP, the owner and holder of a mortgage dated SEPT 11, 2015, in the original principal amount of \$30,000,000.00, given by CA MIAMI 20700 GR, LLC ("Grantor") to EB-5 CHARTER SCHOOL
PEMBROKE PINES, LP ("Mortgagee"), encumbering the real property described on Exhibit "B" attached hereto ("Conservation Easement Area"), which is recorded in Official Records Book INSTRUMENT #113227829 at Page , together with that certain Assignment of Leases and Rents recorded in Official Records Book INSTRUMENT #113227830 at Page , and those certain UCC-1 Financing Statement(s) recorded in Official Records Book INSTRUMENT #113227831 at Page , all of the Public Records of Broward County, Florida (said mortgage, assignment of leases and rents, and UCC-1 Financing Statements, as modified, are hereinafter referred to as the "Mortgage"), hereby joins in, consents to and subordinates the lien of its Mortgage, as it has been, and as it may be, modified, amended and assigned from time to time, to the foregoing Conservation Easement, executed by CA MIAMI 20700 GR, LLC, in favor of South Florida Water Management District and Broward County applicable to the Conservation Easement, as said Conservation Easement may be modified, amended, and assigned from time to time, with the intent that the Mortgage shall be subject and subordinate to the Conservation Easement.

IN WITNESS WHEREOF, this Mortgage Joinder, Consent and Subordination is made this 4TH day of JANUARY, 20 18.

By: _____
(Signature)

EB-5 CHARTER SCHOOL PEMBROKE PINES, LP
(Mortgagee)

Name: STEPHANE HARDY

Title: MANAGING MEMBER
(Print)

WITNESSES:

By: Amalia Valente
(Signature)

By: Crystal Piver
(Signature)

Name: AMALIA VALENTI
(Print)

Name: Crystal Piver
(Print)

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ (print name), as _____ (title) of _____ (Grantor of Mortgage), on behalf of the _____ (Mortgagee, Grantor of the conservation Easement). He/She is personally known to me or has produced a _____ (state) driver's license as identification.

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

NOTARY PUBLIC, STATE OF FLORIDA

(Signature)

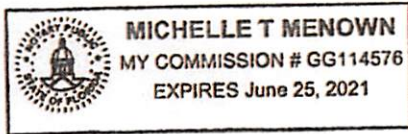
(Name)

My Commission Expires: _____

SEE ATTACHED

**STATE OF FLORIDA
COUNTY OF PALM BEACH**

The foregoing instrument was acknowledged before me this 4th day of January 2017, by Stephane Hardy as Managing Member of Greenaccess Partner Pembroke Pines, LLC, a Florida limited liability company, General Partner of EB-5 Charter School Pembroke Pines, LP, a Florida limited partnership, and who is personally known to me.

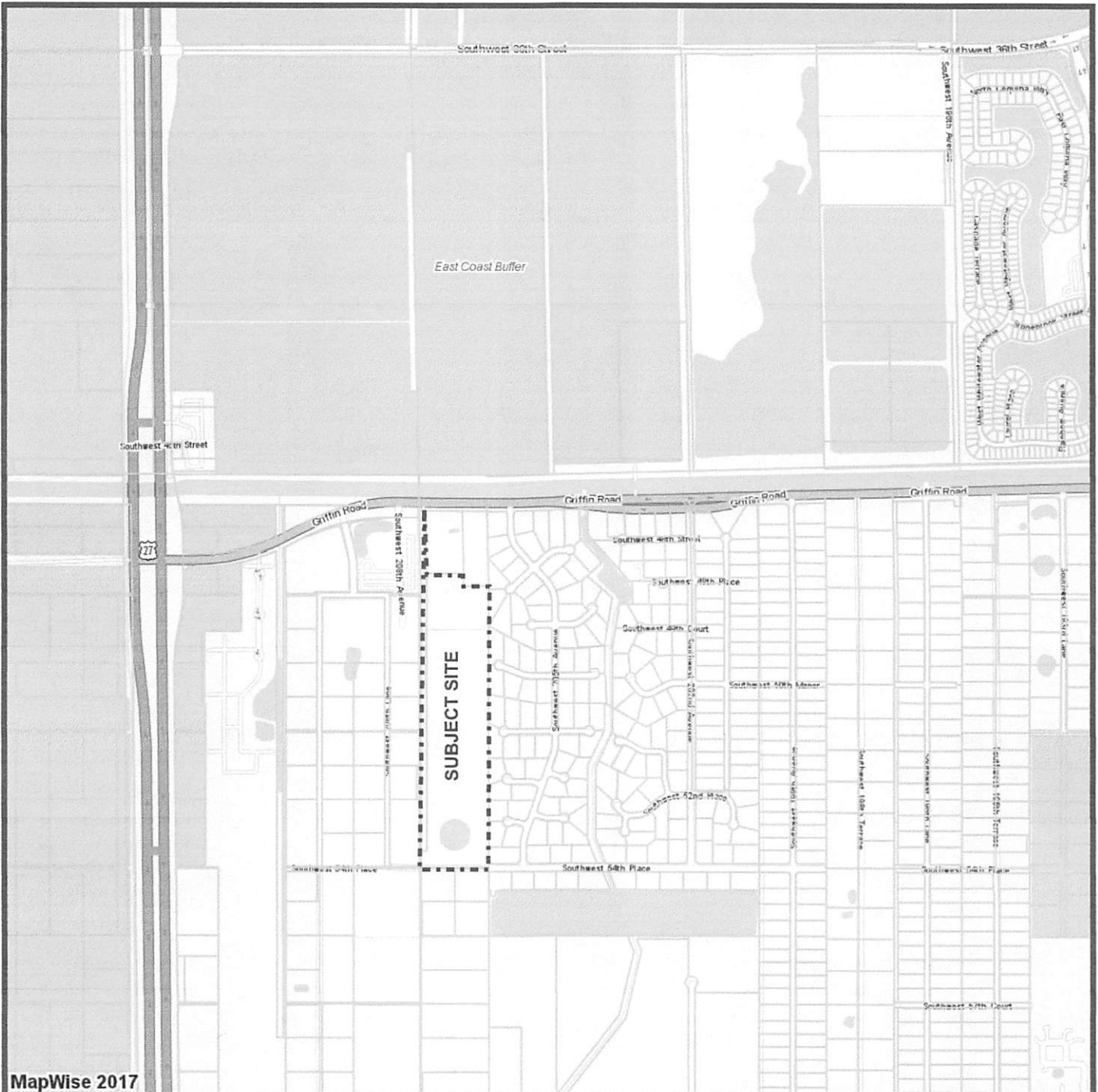


A handwritten signature in blue ink, appearing to read "Michelle T. Menown", written over a horizontal line.

Notary Public, State of Florida
Michelle T. Menown,
My Commission #GG114576
Expires June 25, 2021

EXHIBIT A

[LOCATION MAP]



MapWise 2017

Franklin Schools
Location Map
EXHIBIT A

Lot Lines



Goldasich
ENVIRONMENTAL

DESIGN-BUILD-MAINTAIN
seagrass to sawgrass

EXHIBIT B

[LEGAL DESCRIPTION AND SKETCH OF CONSERVATION EASEMENT AREA]

EXHIBIT "B"

DESCRIPTION:

A CONSERVATION EASEMENT, BEING A PORTION OF PARCEL A OF FRANKLIN ACADEMY 6-12, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 181, PAGES 189 THROUGH 193 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 COMMENCING AT THE WEST ONE-QUARTER CORNER OF SECTION 35, TOWNSHIP 50 SOUTH, RANGE 39 EAST BROWARD COUNTY, FLORIDA; THENCE, ALONG THE WEST LINE OF SAID SECTION 35 NORTH 00°13'54" WEST, A DISTANCE OF 144.68 FEET; THENCE, DEPARTING SAID WEST LINE, NORTH 89°46'06" EAST, A DISTANCE OF 146.00 FEET TO THE POINT OF BEGINNING;
 THENCE, NORTH 00°13'54" WEST, A DISTANCE OF 74.22 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 66.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 40°47'55", A DISTANCE OF 47.00 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 41.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 40°47'55", A DISTANCE OF 29.19 FEET TO THE POINT OF TANGENCY; THENCE NORTH 00°13'54" WEST, A DISTANCE OF 681.94 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 15.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°06'22", A DISTANCE OF 23.59 FEET TO THE POINT OF TANGENCY; THENCE NORTH 89°52'28" EAST, A DISTANCE OF 392.66 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 33.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°54'10", A DISTANCE OF 51.78 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 00°13'22" EAST, A DISTANCE OF 824.04 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 9.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°05'50", A DISTANCE OF 14.15 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 89°52'28" WEST, A DISTANCE OF 380.53 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 25.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°53'38", A DISTANCE OF 39.22 FEET TO THE POINT OF BEGINNING.

CONTAINING 377,530 SQUARE FEET OR 8.7 ACRES, MORE OR LESS.

LEGEND/ABBREVIATIONS

- | | |
|--|--------------------------------|
| Δ - DELTA (CENTRAL ANGLE) | O.R.B. - OFFICIAL RECORDS BOOK |
| L - ARC LENGTH | P.B. - DENOTES PLAT BOOK |
| R - RADIUS | PG. - DENOTES PAGE |
| B.C.R. - BROWARD COUNTY RECORDS | P.O.C. - POINT OF COMMENCEMENT |
| SBDD - SOUTH BROWARD DRAINAGE DISTRICT | P.O.B. - POINT OF BEGINNING |
| DCR. - DADE COUNTY RECORDS | |


NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF SECTION 35, TOWNSHIP 50 SOUTH, RANGE 36 EAST HAVING A BEARING OF NORTH 00°13'54" WEST.
4. THE "LAND DESCRIPTION" HEREON WAS PREPARED BY THE SURVEYOR
5. DATA SHOWN HEREON WAS COMPILED FROM INSTRUMENTS OF RECORD AND DOES NOT CONSTITUTE A BOUNDARY SURVEY AS SUCH.

CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON AUGUST 4, 2015. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

SHEET 1 OF 2

 <p>CAULFIELD & WHEELER, INC. CIVIL ENGINEERING - LAND SURVEYING 7900 GLADES ROAD - SUITE 100 BOCA RATON, FLORIDA 33434 PHONE (561)-392-1991 / FAX (561)-750-1452</p>	<p>DAVID P. LINDLEY REGISTERED LAND SURVEYOR NO. 5005 STATE OF FLORIDA LB# 3591</p>	DATE 08/04/15
		DRAWN BY DLS
<p>CONSERVATION EASEMENT SKETCH OF DESCRIPTION</p>		F.B./ PG. N/A
		SCALE AS SHOWN
		JOB NO. 6440FACE

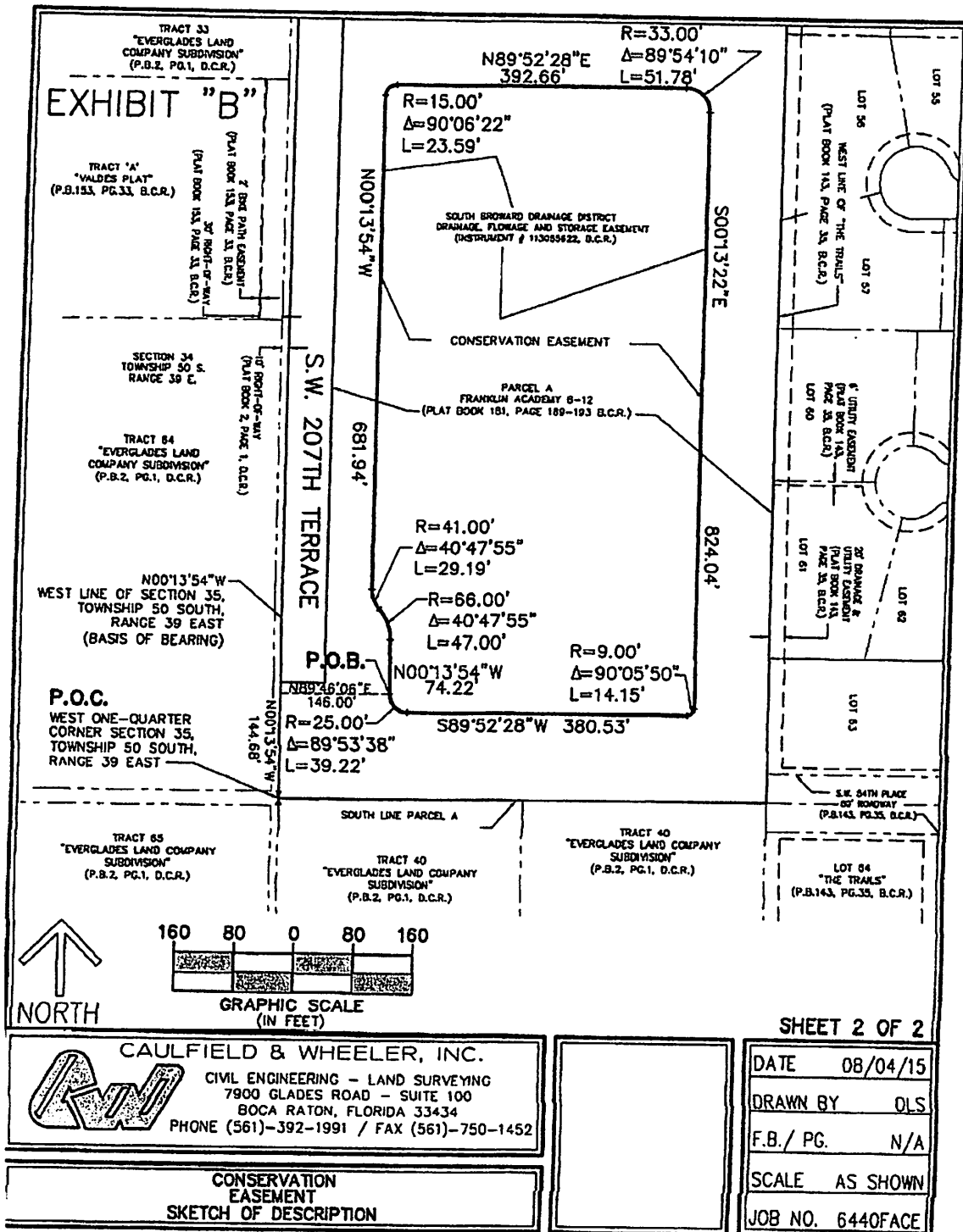
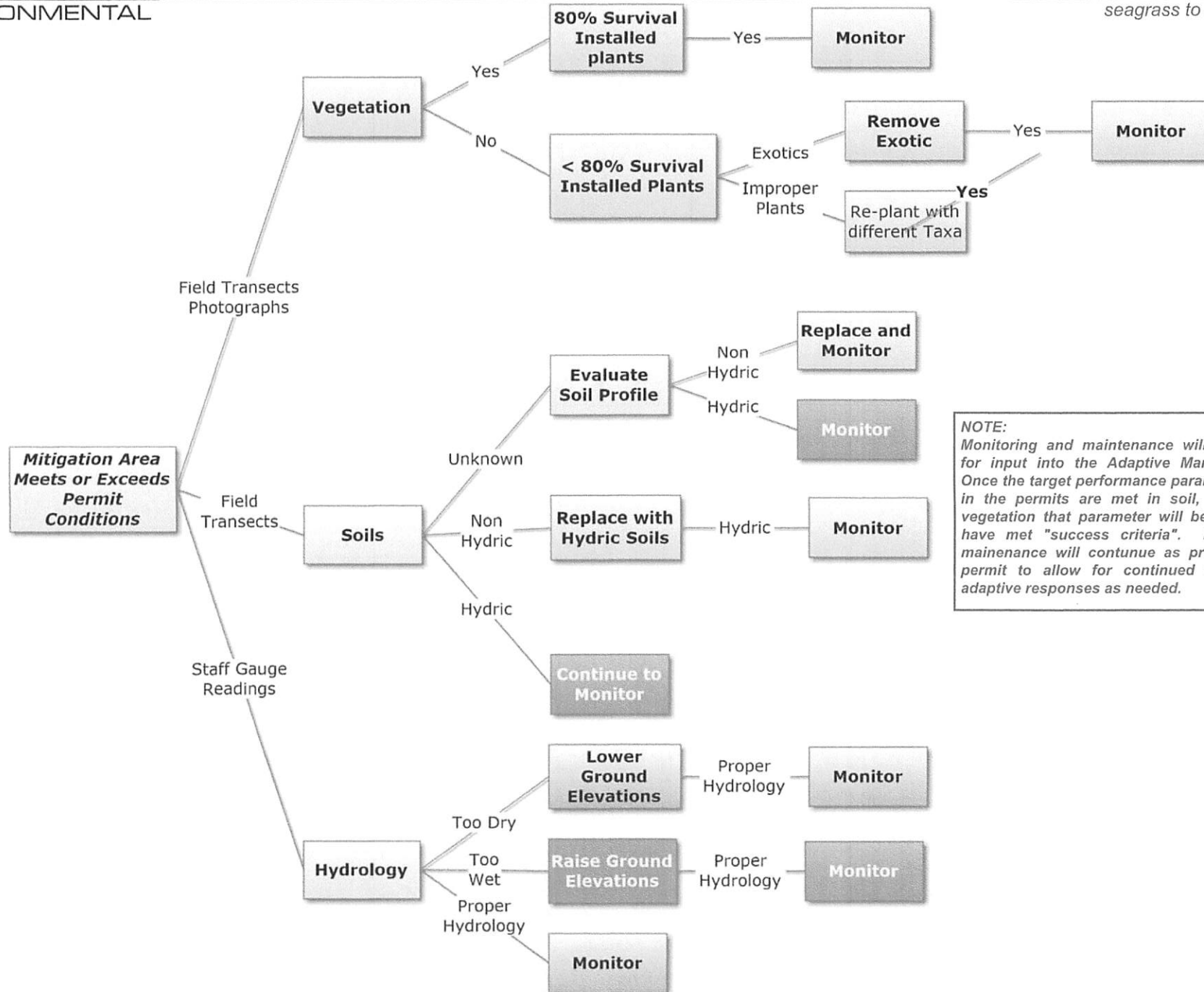


EXHIBIT C

[MANAGEMENT PLAN OR "INTENTIONALLY LEFT BLANK"]



NOTE:
Monitoring and maintenance will generate data for input into the Adaptive Management Plan. Once the target performance parameters included in the permits are met in soil, hydrology and vegetation that parameter will be determined to have met "success criteria". Monitoring and maintenance will continue as prescribed in the permit to allow for continued evaluation and adaptive responses as needed.

