

AGREEMENT
Between
BROWARD COUNTY
and
R & R Davie, LLC
for
RELEASE OF A CONSERVATION EASEMENT AND
GRANT OF NEW 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

R & R Davie, LLC, a Florida limited liability company, hereinafter referred to as "R & R Davie," (collectively referred to as the "Parties").

WITNESSETH:

WHEREAS, R & R Davie, granted COUNTY a 2.91-acre Joint Deed of Conservation Easement and Agreement recorded at Official Records Book 42945, Page 1209, of the Public Records of Broward County, Florida ("Existing 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 DF03-1120 (the "Existing License") issued by COUNTY's Environmental Protection and Growth Management Department ("EPGMD," formerly the Department of Planning and Environmental Protection); and

WHEREAS, R & R DAVIE desires to develop property, including wetland mitigation areas more particularly shown on Attachment "A," required to be retained and maintained by the Existing License; and

WHEREAS, R & R DAVIE has contracted to purchase 8.77 acres of land comprised of portions of Folio Numbers 504021130010, 504021120020, and 504021120011 ("New Easement Area", more specifically shown in Attachment "B"); and

WHEREAS, the Parties have discussed and agreed to COUNTY releasing the Existing Easement, and in replacement thereof, R & R DAVIE obtaining Environmental Resource License DF16-1040 ("New License"), constructing a 5.82 acre wetland restoration and enhancement project, providing financial assurances of \$603,900 to ensure the wetland restoration and

enhancement project construction, purchasing 2.61 credits at Loxahatchee Mitigation Bank, and granting of the New Easement for perpetual retention and maintenance of the wetland areas acceptable to the Office of the County Attorney and in substantially the same form as the Joint Deed of Conservation Easement attached hereto as Attachment "C" ("New Easement Form"); and

WHEREAS, R & R DAVIE desires to have the County execute a release of the Existing Easement in its entirety; and

WHEREAS, R & R DAVIE has applied for an Environmental Resource License and desires to purchase 2.61 mitigation credits at the Loxahatchee Mitigation Bank which will be sufficient to offset the loss of the ecological function required by the Existing License ; and

WHEREAS, COUNTY is agreeable to the release of the Existing 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 R & R DAVIE.
3. R & R DAVIE's Actions. R & R DAVIE agrees to perform or cause to be performed the following:
 - a. Within thirty (30) days after the Permit Completion Date (as defined is subparagraph g. below), purchase 2.61 forested freshwater wetland mitigation bank credits from Loxahatchee Mitigation Bank. In the event that wetland mitigation bank credits are not available from Loxahatchee Mitigation Bank, R & R DAVIE agrees to 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 Existing Easement within the same time frame;
 - b. Within thirty (30) days after the Permit Completion Date, purchase the New Easement Area and cause to be executed, accepted by COUNTY, and recorded in the Public Records of Broward County, Florida, a conservation easement over the New Easement Area in favor of COUNTY acceptable to the Office of the County Attorney and substantially the same as the New Easement Form;
 - c. Within thirty (30) days after the Permit Completion Date, provide the County financial assurances in the form of a letter of credit or cash bond in a form acceptable to the Office of the County Attorney for \$603,900, being the cost of construction,

maintenance and monitoring of the 5.82-acre wetland restoration and enhancement project within the New Easement Area. The financial assurances shall allow the County to access and utilize the encumbered funds if R & R Davie defaults its obligations under the New License;

- d. Within 120 days of completing the full performance of its obligations under subparagraphs a., b., and c., obtain the New License.
 - e. Within one year from release of the Existing Easement ("Release") pursuant to paragraph 4, complete construction of the 5.82 acre wetland restoration and enhancement project and submit an acceptable Time Zero report to the County; and
 - f. Pay any and all recording and transfer charges (including any and all required documentary stamps and intangible taxes) in connection with the Release and the New Easement.
 - g. The County acknowledges that R & R Davie, in addition to the work referred to in subsection e. above (the "Western Improvements"), is also planning improvements for the land subject to the Existing Easement (the "Eastern Improvements"). The County further acknowledges that, as a condition to its obligations under this Agreement, R & R Davie must first obtain all necessary permits, approvals, licenses and or agreements with regulatory agencies with jurisdiction for the construction of both the Eastern Improvements and the Western Improvements. R & R Davie will give the County written notice when it receives all the permits/approvals required to commence the work on the Eastern and Western Improvements, other than the New License. The date of that Notice will be deemed the "Permit Completion Date".
4. COUNTY's Actions. Within thirty (30) days after R & R Davie receives New License, the County Administrator shall execute and deliver to R & R DAVIE a Release substantially in the form attached hereto as Attachment "D" (the "Release"), subject to approval as to form by the Office of the County Attorney. Additionally, the County Administrator may accept on behalf of COUNTY a conservation easement over the New Easement Area in favor of COUNTY acceptable to the Office of the County Attorney and substantially the same as the New Easement Form.
 5. Agreement Not A Bar To Permitting and Licensing. Nothing in this Agreement shall prevent R & R DAVIE from proceeding with permitting and licensing of a development project proposing impacts to conservation areas within the Existing Easement. However, R & R DAVIE acknowledges and agrees that no impacts or alterations to the conservation areas within the Existing Easement will occur until it obtains COUNTY's Release, in accordance with Paragraph 4, above.
 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 R & R DAVIE, LLC:

R & R Davie, LLC
Richard J. Case
Manager
14500 W. Sunrise Blvd.
Sunrise, FL 33323

With a copy to:
Jim Goldasich, PWS
Vice President
JJ Goldasich and Associates, Incorporated
Post Office Box 811988
Boca Raton, Florida 33481-1988 2

David C. Hardin, Esq.
Mombach, Boyle, Hardin & Simmons, P.A.
100 NE Third Avenue, Suite 1000
Fort Lauderdale, FL 33301

7. Term and Time of Agreement. The term of this Agreement shall begin on the Effective Date and shall end five (5) years 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 thirty (30) 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, to the extent, and only to the extent, that R & R DAVIE is the owner of such property, R & R DAVIE 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. Indemnification. R & R DAVIE shall at all times hereafter indemnify, hold harmless and defend COUNTY and all of COUNTY 's current and former officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorneys' fees, court costs, and expenses (collectively, a "Claim"), raised or asserted by any person or entity not a party to this Agreement, which Claim is caused or alleged to be caused, in whole or in part, by any intentional, reckless or negligent act or omission of R & R DAVIE, its current or former officers, employees, agents, or servants, arising from, relating to, or in connection with this Agreement. In the event any Claim is brought against an Indemnified Party, R & R DAVIE shall, upon written notice from COUNTY, defend each Indemnified Party against each such Claim by counsel satisfactory to COUNTY or, at COUNTY 's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement.
12. Truth-In-Negotiation Representation. COUNTY's actions under this Agreement are in part based upon information supplied to COUNTY by consultants of R & R DAVIE, and R & R DAVIE certifies that, to the best of its knowledge, the information supplied, is accurate, complete, and current at the time of contracting. COUNTY shall be entitled to recover any damages it incurs to the extent such representation is untrue in any material respect.
13. Broker's or Agent's Commission. R & R DAVIE 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 R & R DAVIE, in connection with any transaction provided under this Agreement. R & R DAVIE agrees to pay any and all real estate commissions, legal fees, taxes, title fees and other costs due and owing, if any, in connection with such transactions.
14. 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.

15. **Persons Bound.** The Agreement shall inure to and bind the respective heirs, personal representatives, successors, successors-in-interest, 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.
16. **Survival of Covenants and Special Covenants.** All covenants, grants, representations, and warranties contained in this Agreement shall survive delivery and recording of the Release and New Easement, unless any provision of this Agreement expressly provides to the contrary.
17. **Law, Jurisdiction, Venue, Waiver of Jury Trial.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, R & R DAVIE AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**
18. **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.
19. **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.
20. **No Third Party Beneficiaries.** Neither R & R DAVIE 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.

21. **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 R & R DAVIE 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 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.
22. **Independent Contractor.** R & R Davie is an independent contractor under this Agreement. In providing services under this Agreement, neither R & R Davie nor its agents shall act as officer, employee or agents of the County. R & R Davie shall not have the right to bind the County to any obligation not expressly undertaken by County under this Agreement.
23. **Materiality and Waiver of Breach.** Each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term hereof. County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
24. **Compliance with Laws.** R & R Davie shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.
25. **Interpretation.** The headings contained in this Agreement are for reference purposes only and shall not in any way affect 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.
26. **Priority of Provisions.** If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached hereto or referenced or incorporated herein and any provision paragraphs 1 through 31 of this Agreement, the provisions contained in paragraphs 1 through 31 shall prevail and be given effect.

27. Prior Agreements. This Agreement represents the final and complete understanding of the parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.
28. Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.
29. Use of County Logo. R & R Davie shall not use County's name, logo, or otherwise refer to this Agreement in any marketing or publicity materials without the prior written consent of County.
30. 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.
31. 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.

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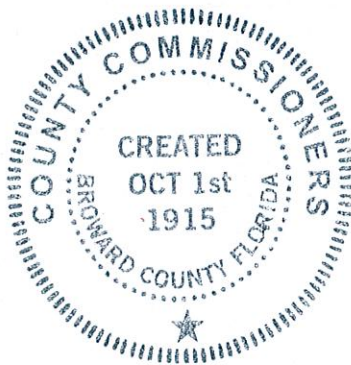
IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement:
BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its
Mayor or Vice-Mayor, authorized to execute same by Board action on the 24th day of
May, 2016, and Richard J. Case, Manager of R & R Davie, LLC, who is duly authorized
to execute same.

COUNTY

ATTEST:



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




BROWARD COUNTY, by and through its
Board of County Commissioners

By: 

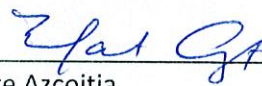
Mayor

24th day of May, 2016

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:  5/9/16

Michael C. Owens (Date)
Senior Assistant County Attorney

By:  5/9/16

Maite Azcoitia (Date)
Deputy County Attorney

MCO
05/04/2016
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#16-056.07

AGREEMENT BETWEEN BROWARD COUNTY AND R & R DAVIE, LLC FOR RELEASE OF
CONSERVATION EASEMENT AND GRANT OF NEW CONSERVATION EASEMENT.

R & R DAVIE, LLC

WITNESSES:

[Signature]
Naren Elbourne
Print Name

[Signature]
SAL SERAGUSA
Print Name

R & R Davie, LLC, a Florida limited liability
company

By: [Signature]
Name: Richard J. Case
Title: Manager
5th day of May, 2016

(SEAL)

STATE OF FLORIDA)

COUNTY OF Broward) ss

The foregoing instrument was acknowledged before me this 5th day of
May, 2016, by Richard J. Case as Manager of R & R DAVIE, LLC,
a Florida limited liability company, on behalf of the company. 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

Carol A. Barbour
My Print, type, or stamp Commissioned
Name

My commission expires:

Affix Seal Below



CAROL A. BARBOUR
MY COMMISSION # EE 876733
EXPIRES: June 19, 2017
Bonded Thru Budget Notary Services

ATTACHMENT "A"

Document prepared by:

Return recorded document to:
Department of Planning & Environmental Protection
Biological Resources
218 S.W. 1 Avenue
Fort Lauderdale, FL 33301

**JOINT DEED OF CONSERVATION
EASEMENT AND AGREEMENT**

THIS DEED OF CONSERVATION EASEMENT ("Conservation Easement") is given this _____ day of _____, 20____ by _____

R & R DAVIE, LLC, (address)
875 North State Road 7, Fort Lauderdale, FL 33317 ("Grantor")
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, their successors and assigns (collectively referred to as "Grantees"), 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 and referred to herein as the "Property"; and

WHEREAS, the Grantor desires to construct (name of project) _____
RICK CASE HYUNDAI "Project")
on the Property, which Project is subject to regulatory jurisdiction of the South Florida Water Management District ("District") and the Broward County Department of Planning and Environmental Protection ("DPEP"); and

WHEREAS, DPEP License No. DF03-1120 ("DPEP License") as may be modified or reissued and District Permit No. 06-04006-P ("District Permit") as may be modified authorizes certain activities that may impact wetlands or may require the preservation of wetlands on the Project site; and

WHEREAS, the Grantor has developed and proposed as part of the license and permit conditions a conservation tract and buffers as described in Exhibit B attached hereto and incorporated by reference, involving creation, restoration, enhancement and/or preservation of the wetland and/or upland systems ("Conservation Area"); and

WHEREAS, the DPEP License and District Permit designates 0.032 acres of the Conservation Area as an outfall Area as described in Exhibit C attached hereto and incorporated by reference, involving installation and maintenance of outfalls within the area ("Outfall Area"); and

Approved By: FILED 10/16/06
Submitted By: EPD, Biological Resources DIV.

RETURN TO DOCUMENT CONTROL

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WHEREAS, the Grantor, in consideration of the consent granted by the DPEP License and District Permit, is agreeable to granting and securing to the Grantees a perpetual Conservation Easement as defined in Section 704.06, Florida Statutes (2003), as amended, over the Conservation Area.

NOW, THEREFORE, in consideration of the issuance of the DPEP License and District Permit, to construct and operate the permitted activity, Grantor hereby grants, creates, and establishes a perpetual Conservation Easement for the Grantees upon the Conservation Area which shall run with the property as described in Exhibits A and B, 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 and/or water of the Conservation Area in their natural, vegetative, hydrologic, 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 Conservation Area will be retained and maintained forever predominantly in the vegetative and hydrologic condition as specified in the DPEP License and District Permit. The Conservation Area shall be maintained forever by the Grantor, its heirs, successors, or assigns, in the enhanced, restored, preserved and/or created conditions required by the DPEP License and District Permit. To carry out this purpose, the following rights are conveyed to Grantees by this easement:

- (a) To enter upon the Conservation Area (Exhibit B) in a reasonable manner and at reasonable times with any necessary equipment or vehicles to ensure compliance and to enforce the rights herein granted, and to cross such portions of the Property (Exhibit A) as reasonably necessary to exercise such right.

- (b) To enjoin any activity on or use of the Conservation Area that is inconsistent with this Conservation Easement and to enforce the restoration of such areas or features of the Conservation Area that may be damaged by any inconsistent activity and/or use. Grantees shall be entitled to recover the cost of restoring the land to the natural vegetative, hydrologic, scenic, open, agricultural or wooded condition existing at the time of execution of this Conservation Easement or to the vegetative and hydrologic condition required by the aforementioned DPEP License and District Permit, whichever enhancement is the most environmentally desirable to Grantees. These remedies are in addition to any other remedy, fine or penalty which may be applicable under the most recent versions of Chapter 27, Broward County Code of Ordinances, Chapter

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40E-4, F.A.C., et. seq., Chapter 373, Florida Statutes, or otherwise which may be available by law.

2. Except for the restoration, creation, enhancement, maintenance, and monitoring activities, installation and maintenance of outfalls within the Outfall Area, and other activities and improvements related to the Conservation Area that are permitted or required by the DPEP License and the District Permit, the following activities are prohibited in or on the Conservation Area, 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 nuisance and exotic vegetation as approved by DPEP and District;
 - (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 vegetative and hydrologic condition as specified in the DPEP License and District Permit;
 - (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, 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 Conservation Area having historical, archeological or cultural significance.
3. Grantor reserves all rights as owner of the 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 this Conservation Easement.
4. No right of access by the general public to any portion of the Conservation Area is conveyed by this Conservation Easement.

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5. Grantees shall not be responsible for any costs or liabilities related to the operation, upkeep, and maintenance of the Conservation Area and Grantor does hereby indemnify and hold harmless the Grantees from the same.
6. Grantor shall pay any and all real property taxes and assessments levied by competent authority on the Conservation Area.
7. The terms and conditions of this Conservation Easement 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 Conservation Area to the natural vegetative, hydrologic, scenic, open, agricultural or wooded condition existing at the time of execution of this Conservation Easement or to the vegetative and hydrologic condition required by the aforementioned DPEP 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.
8. Enforcement of the terms and provisions of the 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.
9. 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 qualified to hold such interests under the applicable state laws.
10. Grantor agrees to restore the Conservation Area to the vegetative and hydrologic condition required by the aforementioned DPEP 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 Conservation Area.
11. Grantor's obligation to retain and maintain the Conservation Area forever predominantly in the vegetative and hydrologic condition as herein specified shall run with the property described in Exhibits A and B, and shall be binding upon the Grantor, its heirs, successors or assigns and shall inure to the benefit of the Grantees, and their 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 property described

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- in Exhibits A and B, and be binding upon the fee simple title holder of the property as required hereunder.
12. 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.
 13. 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.
 14. 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 described in Exhibit A or B. Any future holder of the Grantor's interest in the property described in Exhibit A or B shall be notified in writing by Grantor of this Conservation Easement.
 15. 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 of Broward County.

TO HAVE AND TO HOLD unto Grantees, their 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 described in Exhibits A and B.

Grantor hereby covenants with said Grantees that Grantor is lawfully seized of said Conservation Area in fee simple; that the Conservation Area is free and clear of all encumbrances that are inconsistent with the terms of this Conservation Easement and all mortgages have been joined or subordinated; 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.

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Broward County Attorney's Office

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IN WITNESS WHEREOF, _____ has
hereunto set its authorized hand this _____ day of _____, 20____.

OWNER - INDIVIDUAL

Signed, sealed and delivered
in our presence as witnesses:

(Signature)
Print Name _____

(Signature)
Print Name _____

Name of Owner (Individual)

(Signature)
Print Name _____
Print Address _____

ACKNOWLEDGMENT - INDIVIDUAL

STATE OF FLORIDA)
COUNTY OF _____) ss

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ who is:
☐ personally known to me, or
☐ produced identification. Type of identification produced _____

NOTARY PUBLIC-STATE OF FLORIDA:

Signature of Notary Public-State of Florida

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

Page 6 of 11

CE-Joint.doc (Rev. 01/04)
This form prepared by the
Broward County Attorney's Office

2- 2-05: 3:49PM:Winningham Fradley

19547710298

8/ 12

IN WITNESS WHEREOF, RICHARD J. CASE has
hereunto set its authorized hand this 3 day of FEBRUARY, 20 05.

OWNER - CORPORATION/PARTNERSHIP

Witnesses (if partnership)

William L. Sandoz
(Signature)

Print Name William L. Sandoz

Dede Mollohan
(Signature)

Print Name Dede Mollohan

R+R Davis, LLC
Name of Owner (corporation/partnership)

By [Signature]
(Signature)

Print Name: Richard J. Case

Title Manager

Address 875 N. State Rd. 7

Fort Lauderdale, FL 33317

3 day of FEBRUARY, 20 05.

ATTEST (if corporation)

(CORPORATE SEAL)

Corporate Secretary Signature

Print Name of Corporate Secretary

ACKNOWLEDGMENT - CORPORATION/PARTNERSHIP

STATE OF FLORIDA)
COUNTY OF Broward) ss

The foregoing instrument was acknowledged before me this 3rd day of February, 2005, by Richard J. Case as Manager of R+R Davis, LLC, a LLC corporation/partnership, on behalf of the corporation/partnership. He or she is:
[☒] personally known to me, or
[☐] produced identification. Type of identification produced N/A

NOTARY PUBLIC-STATE OF FLORIDA:



Carol A. Barbour
Signature of Notary Public-State of Florida

Print, type, or stamp Commissioned Name
My commission expires:

Page 7 of 11

CE-Joint.doc (Rev. 01/04)
This form prepared by the
Broward County Attorney's Office

2- 2-05: 3:49PM:Winningsham Fredley

:95477*0298

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Affix Seal Below

CE-Joint.doc (Rev. 01/04)
This form prepared by the
Broward County Attorney's Office

Page 8 of 11

2- 2-05: 3:49PM:Winningsham Bradley

18547710298

10/ 12

Mortgage Subordination

By signing below mortgage holder agrees the lien of any mortgage on the real property described in Exhibit "A" and Exhibit "B" shall be subordinate to the subject conservation easement.

MORTGAGEE

Witnesses (if partnership)

(Signature)

Print Name

(Signature)

Print Name

ATTEST (if corporation)

Corporate Secretary Signature

Print Name of Corporate Secretary

Name of Mortgagee (corporation/partnership)

By

(Signature)

Print Name:

Title

Address

____ day of _____, 20 ____

(CORPORATE SEAL)

ACKNOWLEDGMENT - CORPORATION/PARTNERSHIP

STATE OF FLORIDA

COUNTY OF _____

) ss

The foregoing instrument was acknowledged before me this ____ day of _____, 20 ____, by _____ as _____ a _____ corporation/partnership, on behalf of the corporation/partnership. He or she is:
☐ personally known to me, or
☐ produced identification. Type of identification produced _____

NOTARY PUBLIC STATE OF FLORIDA:

Signature of Notary Public State of Florida

Print, type, or stamp Commissioned Name

My commission expires:

Page 9 of 11

CE-Joint.doc (Rev. 01/04)
 This form prepared by the
 Broward County Attorney's Office

2- 2-05; 3:49PM;Winningsham Bradley

19547710298

11/12

Affix Seal Below

CE-Joint.doc (Rev. 01/04)
This form prepared by the
Broward County Attorney's Office


Page 10 of 11

ACCEPTANCE BY BROWARD COUNTY

The Broward County Board of County Commissioners hereby accepts this Conservation Easement for DPEP License No. _____

ATTEST;

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

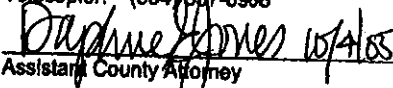

County Administrator and
Ex-Officio Clerk of the
Board of County Commissioners
of Broward County, Florida

By  Mayor



day of August, 20 06

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


Assistant County Attorney

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Legal Form Approved _____

Print Name _____

Date _____

CHICAGO TITLE INSURANCE COMPANY
SCHEDULE A - continued

Exhibit "A"

LEGAL DESCRIPTION

Tracts 43, 44 and the South one-half (1/2) of Tract 45 lying West of the right-of-way of Interstate 75, FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, lying in Section 21, Township 50 South, Range 40 East, according to the Plat thereof recorded in Plat Book 2, at Page 17, of the Public Records of Miami-Dade County, Florida. Said lands lying in Broward County, Florida.

TOGETHER WITH:

The North one-half (1/2) of Tract 45 and that portion of Tracts 46, 47 and 48 lying West of Interstate 75, being in the Southwest one-quarter (1/4) of Section 21, Township 50 South, Range 40 East, FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, according to the Plat thereof recorded in Plat Book 2, at Page 17, of the Public Records of Miami-Dade County, Florida. Said lands lying in Broward County, Florida, being more particularly described as follows:

Beginning at the West one-quarter (1/4) corner of Section 21; thence North 89 degrees 56 minutes 06 seconds East along the North line of said Southwest one-quarter (1/4) of Section 21 coincident with the North line of said Tract 48, 13.45 feet to the West right-of-way line of said Interstate 75; thence South 15 degrees 24 minutes 09 seconds East along said West right-of-way line 710.34 feet; thence South 13 degrees 58 minutes 08 seconds East along said West right-of-way line 113.45 feet to a Point of curvature of a circular curve concave to the Northeast and having a radius of 11,706.16 feet; thence Southeasterly along said curve coincident with the West right-of-way line of said Interstate 75 through a central angle of 01 degrees 50 minutes 11 seconds an arc distance of 375.22 feet; thence South 89 degrees 57 minutes 11 seconds West, 320.42 feet to the West line of said Southwest one-quarter (1/4) of Section 21, thence North 00 degrees 16 minutes 16 seconds West, 1157.80 feet to the Point of Beginning.

TOGETHER WITH:

A portion of the Vacated Dykes Road as recorded in Official Records Book 11678, at Page 814, of the Public Records of Broward County, Florida, being more particularly described as follows:

Begin at the Northeast corner of the Southeast quarter (East quarter corner) of Section 20, Township 50 South, Range 40 East; Thence South 00 degrees 15 minutes 59 seconds East, along the East line of said Section 20 and the Easterly line of said vacated Dykes Road, for 1516.80 feet to the intersection of the East line of said Section 20 and the Southerly prolongation of the circular curve of the Easterly right-of-way for Weston Road (formerly Bonaventure Boulevard) as defined by the said Park of Commerce, according to the Plat thereof as recorded in Plat Book 110, at Page 115, Public Records of Broward County, Florida, said point bears South 83 degrees 57 minutes 28 seconds West to the radius point of the next described curve; Thence Northwesterly along said vacated Dykes Road, along a circular curve to the left, having a radius of 1969.86 feet, a central angle of 13 degrees 27 minutes 44 seconds for an arc distance of 462.84 feet to the most

CHICAGO TITLE INSURANCE COMPANY
SCHEDULE A - continued

Southerly corner of Lot 16, Block 5, said Park of Commerce; Thence North 00 degrees 15 minutes 59 seconds West, along the Westerly line of said vacated Dykes Road and Easterly line of said lot 16 for 128.61 feet, to the Southerly line of Quit Claim Deed filed in Official Records Book 16311, at Page 328, Public Records of Broward County, Florida and the Southerly line of Special Warranty Deed filed in Official Records Book 21964, at Page 64, Public Records of Broward County, Florida; Thence North 89 degrees 44 minutes 01 seconds East, along the Southerly line of said Quit Claim Deed and said Special Warranty Deed, for 50.00 feet; Thence North 00 degrees 15 minutes 59 seconds West along the Easterly line of said Special Warranty Deed and said Quit Claim Deed and parallel with the East line of said Section 20, for 985.27 feet; Thence North 89 degrees 44 minutes 01 seconds East, along the Southerly line of said Special Warranty Deed and said Quit Claim Deed, for 50.00 feet to the Easterly line of said vacated Dykes Road; thence S 00 degrees 15 minutes 59 seconds E along the Easterly line of said vacated Dykes Road, for 47.90 feet to the Point of Beginning.

Said lands situate in the Town of Davie, Broward County, Florida, a portion of which is now platted as Parcel "A", Pointe West Center North, Plat Book 172, Page 137, Public Records of Broward County, Florida.

A parcel of land in the Southwest of Section 21, Township 50 South, Range 40 East, being a portion of that certain 15.00 foot right-of-way lying east of the west line of the Southwest $\frac{1}{4}$ of said Section 21, according to the Florida Fruit Lands Company's Subdivision No. 1 of said Section 21, as recorded in Plat Book 2 of Page 17 of the Public Records of Dade County, Florida and being more particularly described as follows:

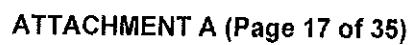
BEGINNING at the Northwest corner of said Southwest $\frac{1}{4}$ of Section 21; thence run North $89^{\circ}58'14''$ East on a grid bearing 113.21 feet along the North line of said Southwest $\frac{1}{4}$ to an intersection with the Westerly Limited Access R/W line of Interstate Highway 75 as now located and constructed; thence run South $15^{\circ}24'36''$ East along said Westerly Limited Access R/W line 6.82 feet to an intersection with the East right-of-way line of said 15.00 foot right-of-way as shown on said plat; thence run South $01^{\circ}5'58''$ East 1,838.21 feet along said East right-of-way line to the North right-of-way for Southwest 36th Street 1140 feet North of the center-line; thence run South $89^{\circ}55'49''$ West 15.00 feet along the Westerly prolongation of said North right-of-way line to an intersection with the West right-of-way line of said 15.00 foot right-of-way; thence run North $01^{\circ}5'58''$ West 1,844.80 feet along said West right-of-way line, also being the West line of the Southwest $\frac{1}{4}$ of said Section 21, to the POINT OF BEGINNING.



DESCRIPTION

A PARCEL OF LAND IN THE WEST 1/2 OF SECTION 21 AND THE EAST 1/2 OF SECTION 20, TOWNSHIP 50 SOUTH, RANGE 40 EAST, SAID PARCEL, INCLUDING PORTIONS OF TRACTS 47 AND 48, ACCORDING TO THE FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1 OF SAID SECTION 21, AS RECORDED IN PLAT BOOK 2 AT PAGE 17 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA AND INCLUDING A PORTION OF THE 15 FOOT RIGHT-OF-WAY LYING EAST OF THE WEST LINE OF SAID SECTION 21, AND INCLUDING A PORTION OF PARCEL A, ACCORDING TO THE PLAT OF POINTE WEST CENTER NORTH, AS RECORDED IN PLAT BOOK 172 AT PAGES 136 AND 137 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 21; THENCE RUN NORTH 89°58'14" EAST 10N A GRID BEARING 13.21 FEET ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4 OF SECTION 21 TO AN INTERSECTION WITH THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY I-75, AS DESCRIBED IN THE INSTRUMENT FILED IN OFFICIAL RECORDS BOOK 7637 AT PAGE 156 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE RUN SOUTH 15°24'36" EAST 710.68 FEET ALONG SAID WESTERLY RIGHT OF WAY LINE AND THE EASTERLY BOUNDARY OF SAID PARCEL A, POINTE WEST CENTER NORTH, TO A POINT OF INTERSECTION; THENCE RUN SOUTH 13°58'35" EAST 33.43 FEET ALONG SAID WESTERLY RIGHT OF WAY LINE OF INTERSTATE I-75 AND EASTERLY BOUNDARY OF SAID PARCEL A; THENCE RUN SOUTH 76°02'25" WEST 52.01 FEET; TO A POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 5.00 FEET AND A CENTRAL ANGLE OF 76°02'25" RUN SOUTHWESTERLY 6.63 FEET TO A POINT OF TANGENCY; THENCE RUN DUE SOUTH 35.42 FEET ALONG THE TANGENT EXTENDED; THENCE RUN SOUTH 89°44'02" WEST 132.29 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 2000 FEET AND A CENTRAL ANGLE OF 90°00'00" RUN NORTHWESTERLY 31.42 FEET TO AN INTERSECTION WITH THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 21; THENCE RUN SOUTH 89°44'02" WEST 50.00 FEET TO AN INTERSECTION WITH A LINE 50 FEET WEST OF, AS MEASURED AT RIGHT ANGLES, AND PARALLEL WITH THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 20; THENCE RUN NORTH 00°15'58" WEST 751.32 FEET ALONG SAID PARALLEL LINE TO AN INTERSECTION WITH THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 20; THENCE RUN NORTH 89°58'14" EAST 50.00 FEET ALONG SAID NORTH LINE, TO THE POINT OF BEGINNING. SAID LANDS SITUATE IN THE TOWN OF DAVIE, BROWARD COUNTY, FLORIDA AND CONTAINING 125,181 SQUARE FEET, MORE OR LESS.

EXHIBIT B		DESCRIPTION OF	
TOWN OF DAVIE, BROWARD COUNTY, FLORIDA		CONSERVATION EASEMENT	
WINNINGHAM & FRADLEY, INC. ENGINEERS - PLANNERS - SURVEYORS <small>111 N.E. 4TH STREET, SUITE 200, FORT LAUDERDALE, FL 33301-2000 TEL: 352-455-7700 FAX: 352-455-7701</small>		18-000000 18-000000	DATED: 02/01/2020 CHECKED: [] DATED: 02/01/2020 CHECKED: []
PROJECT NUMBER 9853002		SHEET 2 OF 2	



DESCRIPTION

A PARCEL OF LAND IN THE SOUTHWEST $\frac{1}{4}$ OF SECTION 21, TOWNSHIP 50 SOUTH, RANGE 40 EAST, BEING A PORTION OF PARCEL A, ACCORDING TO THE PLAT OF POINTE WEST CENTER NORTH, AS RECORDED IN PLAT BOOK 172 AT PAGES 136 AND 137 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST $\frac{1}{4}$ OF SAID SECTION 21; THENCE RUN NORTH 89°58'14" EAST 101.13 FEET ALONG THE NORTH LINE OF SAID SOUTHWEST $\frac{1}{4}$ OF SECTION 21 TO AN INTERSECTION WITH THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 175, AS DESCRIBED IN THE INSTRUMENT FILED IN OFFICIAL RECORDS BOOK 7637 AT PAGE 156 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE RUN SOUTH 15°24'36" EAST 710.68 FEET ALONG SAID WESTERLY RIGHT OF WAY LINE AND THE EASTERLY BOUNDARY OF SAID PARCEL A, POINTE WEST CENTER NORTH, TO A POINT OF INTERSECTION; THENCE RUN SOUTH 13°58'35" EAST 33.43 FEET ALONG SAID WESTERLY RIGHT OF WAY LINE OF INTERSTATE 175 AND EASTERLY BOUNDARY OF SAID PARCEL A; THENCE RUN SOUTH 76°01'25" WEST 25.00 FEET TO THE POINT OF BEGINNING; THENCE RUN SOUTH 13°58'35" EAST 22.56 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET AND A CENTRAL ANGLE OF 103°42'37" RUN SOUTHEASTERLY AND SOUTHWESTERLY 36.20 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 89°44'02" WEST 1613 FEET ALONG THE TANGENT EXTENDED; THENCE RUN DUE NORTH 39.33 FEET; THENCE RUN NORTH 76°01'25" EAST 30.92 FEET TO THE POINT OF BEGINNING. SAID LANDS SITUATE IN THE TOWN OF DAVIE, BROWARD COUNTY, FLORIDA AND CONTAINING 1,413 SQUARE FEET, MORE OR LESS.

EXHIBIT C		DESCRIPTION OF	
TOWN OF DAVIE, BROWARD COUNTY, FLORIDA		OUTFALL AREA	
WINNINGHAM & FRADLEY, INC. ENGINEERING - PLANNING - SURVEYING 101 N.W. 11TH STREET, SUITE 200, FORT LAUDERDALE, FL 33304 TEL: (954) 575-1111 FAX: (954) 575-1112		18-000000 18-000000	18-000000 18-000000
SOUTH FALL AREA, 08/17/2008 11:07:04 AM		PROJECT NUMBER 98530.02	SHEET 2 OF 2



Department of Planning and Environmental Protection
BIOLOGICAL RESOURCES DIVISION

218 S.W. 1st Avenue • Fort Lauderdale, Florida 33301 • 954-519-1230 • FAX 954-519-1412

ENVIRONMENTAL RESOURCE LICENSE

LICENSEE:

R & R Davie, LLC
 875 North State Road 7
 Fort Lauderdale, FL 33317

LICENSE NO.: DF83-1120

**PROJECT: Wetland Fill & Mitigation/
 Rick Case Hyundai**

This license is issued under the provision of Chapter 21 of the Broward County Code of Ordinances also cited as Broward County Natural Resource Protection Code (hereinafter cited as Code). The above named applicant, licensee, or licensee's, hereby authorized to perform the work of license within the county upon the land described in the documents and specifications as submitted to the Department and made a part hereof as follows:

Description of Work: This project involves the filling 0.52 acres of depressional wetlands and 0.31 acres of degraded remnant hardwood wetlands, the creation of a 0.61 acre filter marsh/water treatment area and filling approximately 26,732 sq. ft. of the adjacent N-32 Canal, for a commercial development.

Compensation for unavoidable impacts to 0.83 acres of wetlands shall be the on-site creation of 0.53 acres of herbaceous wetlands and the enhancement of 0.47 acres of the remaining forested wetlands. This 1.0 acre mitigation area will be surrounded by a 0.91 acre upland buffer. The conservation easement includes the 1.0 acre mitigation area, the 0.91 acre buffer, the 0.14 acre outfall area and the 0.61 acre filter marsh. The total conservation easement acreage is 2.66.

Location of Work: This project is on a triangular piece of property located directly west of the I-75, north of Southpost Road, and East of Weston Road, Section 21 & 28, Township 30 South, Range 40, in the Town of Davie.

Construction shall be in accordance with the Application, DEP Form 62-341.900(1) and DPEP Addendum, and all associated information; plans stamped by the Department on 3/4/04 (attached); and with all General and Specific Conditions of this license.

ENVIRONMENTAL RESOURCE LICENSE

GENERAL CONDITIONS

1. The terms, conditions, requirements, limitations and restrictions set forth herein are accepted and must be completed by the licensee and enforceable by the Department of Planning and Environmental Protection (DPEP) pursuant to Chapter 27 of the Broward County Code of Ordinances. The DPEP will review this license periodically and may revoke or suspend the license, and initiate administrative and/or judicial action for any violation of the conditions by the licensee, its agents, employees, servants or representatives.
2. This license is valid only for the specific uses set forth in the license application and any deviation from the approved uses may constitute grounds for revocation, suspension and/or enforcement action by the DPEP.
3. In the event the licensee is temporarily unable to comply with any of the conditions of the license or with the Code, the licensee shall notify the DPEP within eight (8) hours or as stated in the specific section of the Code. Within three (3) working days of the event, the licensee shall submit a written report to the DPEP that describes the incident, its cause, the measures being taken to correct the problem and prevent its reoccurrence, the owner's intention toward repair, replacement, and reconstruction of destroyed facilities, and a schedule of action leading toward operation within the license conditions.
4. The issuance of this license does not convey any vested rights or exclusive privileges, or does it authorize any injury to public or private property or any invasion of personal rights, or any violations of federal, state or local laws or regulations.
5. This license must be available for inspection on licensee's premises during the entire life of the license.
6. By accepting this license, the licensee understands and agrees that all records, notes, monitoring data and other information relating to the construction or operation of this licensed facility or activity that are submitted to the County, may be used by the County as evidence in any enforcement proceeding arising under Chapter 27 of the Broward County Code of Ordinances, except where such use is prohibited by Section 403.111, Florida Statutes.
7. The licensee agrees to comply and shall comply with all provisions of the most current version of the Code.
8. Any new owner of a licensed facility shall apply by letter for a transfer of license within thirty (30) days after the sale or legal transfer. The transferor shall remain liable for performance in accordance with the license until the transferee applies for, and is granted a transfer of license. The transferee shall be liable for any violation of the Code that results from the transferee's activities. The transferee shall comply with the transferor's original license conditions when the transferee has failed to obtain its own license.
9. The licensee, by acceptance of this license, specifically agrees to allow access and shall allow access to the license source at reasonable times by DPEP personnel for the purposes of inspection and testing to determine compliance with this license and Chapter 27, Broward County Code of Ordinances.
10. This license does not constitute a waiver or approval of any other license, approval or regulatory requirement by this or any other governmental agency that may be required.
11. If the licensee wishes to renew the license or extend its term, the licensee shall make application sixty (60) days prior to its expiration including payment of all appropriate fees. Expired licenses are not renewable.

License No. DF03-1120
LICENSEE: Rick Case Hyundai

SPECIFIC CONDITIONS:

A. Standard

1. Notify the Department in writing a minimum of 48 hours prior to project commencement and a maximum of 48 hours after project completion. Failure to comply with this condition will result in enforcement action.
2. Any project caused environmental problem(s) shall be reported immediately to the DPEP Environmental Response Line at 954-519-1499.
3. All project generated solid waste and/or spoil material must be disposed of in a suitable approved manner at an upland location.
4. Turbidity screens or equivalent shall be properly employed and maintained as necessary during construction activities so that turbidity levels do not exceed 29 NTU's above natural background 50 feet downstream of project. If turbidity levels exceed these limits, project activities shall immediately cease, and work shall not resume until turbidity levels drop to within these limits [62-302.530(70) FAC].
5. Any water bodies or wetlands to be filled pursuant to this license must be filled only with rock, soil, or muck, as appropriate and depicted on the attached drawings dated 3/4/04 by the Department. Fill material which includes clean debris as defined in Section 27-214 is not authorized by this license. Use as fill of any materials other than rock, soil, or muck shall constitute a violation of this license.
6. This permit does not constitute the approval required by Section 27-353(i), Broward County Code, to conduct dewatering operations at or within one-quarter mile radius of a contaminated site. Please contact the Pollution Prevention and Remediation Division at (954) 519-1260 for further information.

B. Compensatory Mitigation (Area)

1. Construction and installation of the Areas shall be in accordance with plans dated 3/4/04 by the Department (attached) and associated information. The Areas shall be installed concurrently with licensed construction.
2. Upon completion of the Areas, the following documentation shall be submitted to the Department: (a) signed and sealed certification of elevations in relation to design, (b) signed and sealed verification of actual acreage, and (c) the time-zero monitoring report. This documentation is required within 30 days of completion of the Area and prior to any Certificate of Occupancy being received for any structure on the site.
3. The Areas shall be protected from construction-related runoff and development activities through the use of orange construction fence and siltation screening or haybales around the perimeter of the Areas adjacent to the proposed development. The erosion protection devices shall be placed before the initiation of ground-disturbing activities and shall remain in place until all ground-disturbing activities adjacent to the Areas have concluded, at which time the screening or bales shall be removed completely from the site.
4. Introduction (direct or indirect) of Grass Carp, *Ctenopharyngodon idella*, is strictly prohibited. The Licensee shall properly employ and maintain Grass Carp exclusion devices as necessary to prevent entry to the Areas.
5. A viable wetland system shall be established that replicates a natural reference wetland in basic structure and

License No. DF03-1120
LICENSEE: Rick Case Hyundai

function. In order to assure that the Areas become self-sustaining, the following criteria shall be met:

- a) A minimum of 80% coverage by desirable wetland species after a two (2) year period and demonstration of persistence for three (3) additional years.
- b) Less than 2% coverage by invasive exotic and undesirable species is allowable if plants are dispersed and not concentrated in any particular area. Exotic and undesirable species include, but are not limited to, melaleuca, Australian pine, Brazilian pepper, bischofia, torpedo grass, primrose-willow, and cattail. Treatment efforts must be tailored to prevent these species from becoming reproductively mature.
- c) A minimum of 80% survival of each planted species shall be maintained each quarter. An exception to this condition may be allowed in areas where the overall wetland condition as characterized by the species composition, productivity, viability, etc., is determined by the Department to be of sufficiently high quality.
- d) Hydrologic conditions and soil characteristics are in general conformity to those specified in plans. Data from the permanent surveyed staff gauges must be collected every two weeks and submitted with the quarterly monitoring reports.
- e) Any preserved or planted species shall be maintained as to exhibit new growth and/or propagation, viability, and overall health.

The Areas shall be monitored and reports submitted quarterly for five (5) years describing in detail the condition of the Areas relative to the reference wetland and the criteria listed above (B5.a-e).

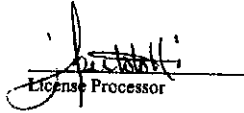
6. Should the Department determine that any Area is not achieving the listed criteria during some portion of the monitoring period, the licensee shall prepare plans that demonstrate clearly how the problem(s) will be corrected and submit such plans immediately to the Department for approval. Those plans shall then be implemented within thirty (30) days of the Department's written approval.
7. The applicant has submitted a letter of credit in the amount of \$104,500.00. An executed Conservation Easement with specific language allowing for the installation and maintenance of the 0.24 acres outfall area, shown on attached drawings 5 of 12, shall be submitted within thirty days of license issuance. Upon receipt, the document it will be forwarded to the County Attorney's Office. Should either document be unacceptable to the County Attorney's Office or the County Commission, a replacement document shall be submitted in a form acceptable to the Department, the County Attorney's Office and the Commission within thirty (30) days of the Department's written notification that the document was unacceptable.
8. The Letter of Credit (LOC) includes construction, planting, monitoring and maintenance costs. Upon DPEP review and approval of all information required in Specific Condition B.2, the licensee may request the release of the construction and planting portion of the LOC, which totals \$53,350.00. After the five year maintenance and monitoring period has elapsed and upon demonstration that the licensee has met the intent and all information requested in Specific Conditions B.3, B.5 and if necessary B.6, the licensee may request the release of the monitoring and maintenance portion of the LOC, which totals \$51,150.00. All requests shall be made in writing to the Wetlands Resources Section of DPEP.

D. A COPY OF THIS LICENSE SHALL BE KEPT ON SITE DURING ALL PHASES OF LICENSED CONSTRUCTION.

License No. DF03-1120
LICENSEE: R & R Davis, LLC

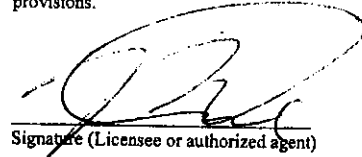
Recommended for approval by

Reviewed by


License Processor


Licensing/Section Manager

I have read the terms, conditions, requirements, limitations and restrictions set forth herein. I accept and agree to abide by all such provisions.

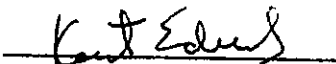

Signature (Licensee or authorized agent)

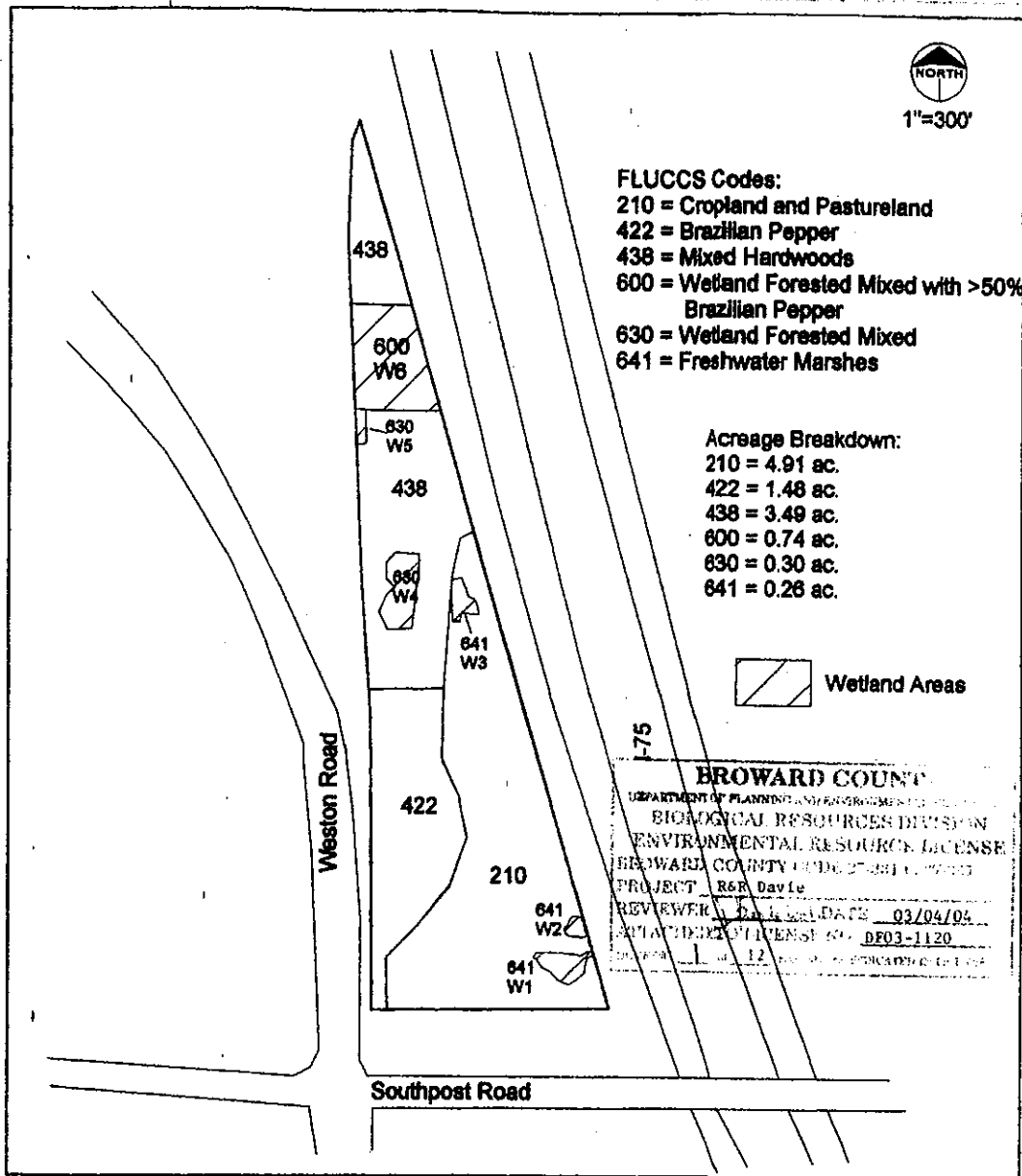
3-11-04
Date


Issued this 12 day of March, 2004

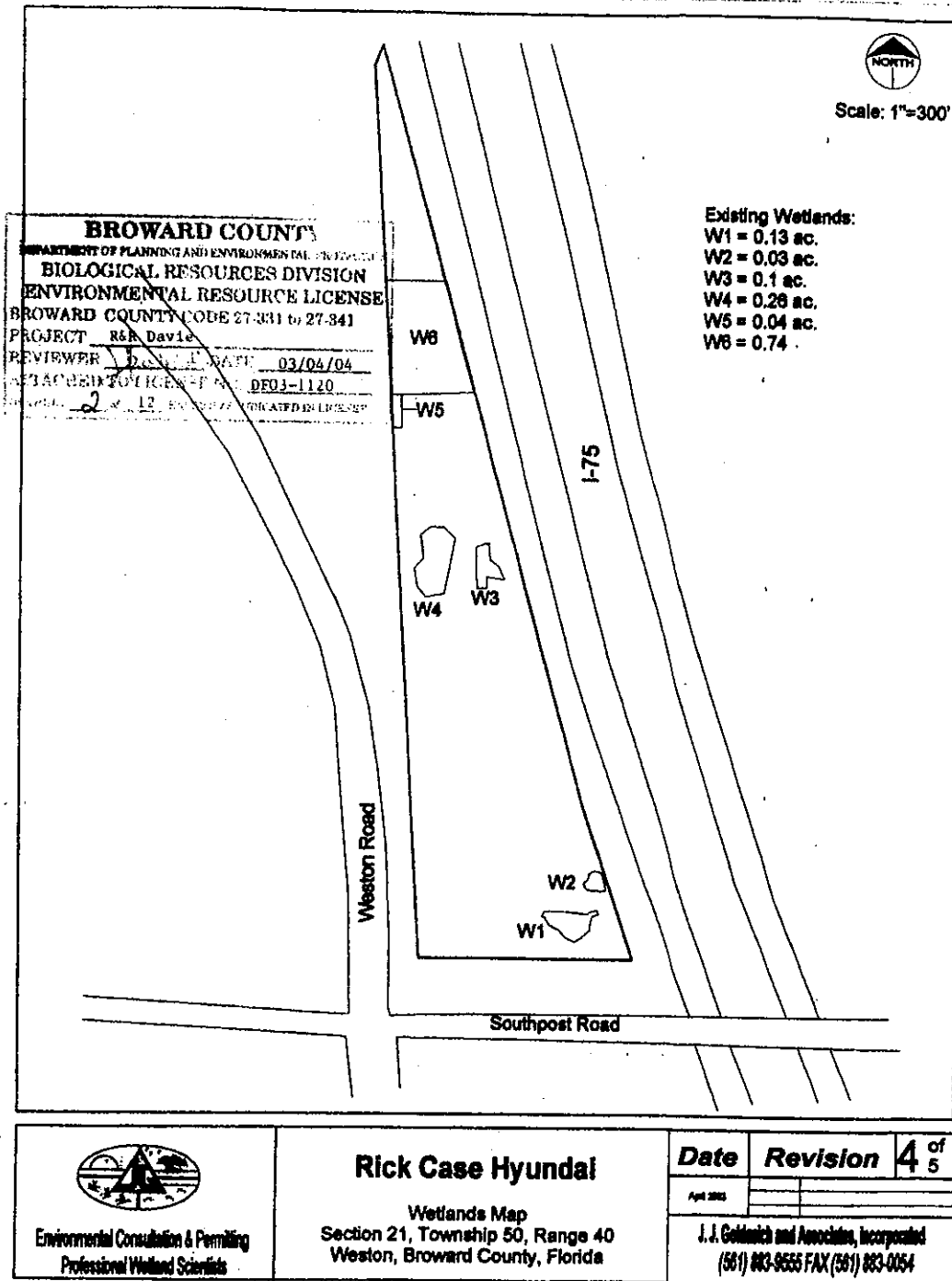
Expiration Date: March 12, 2009

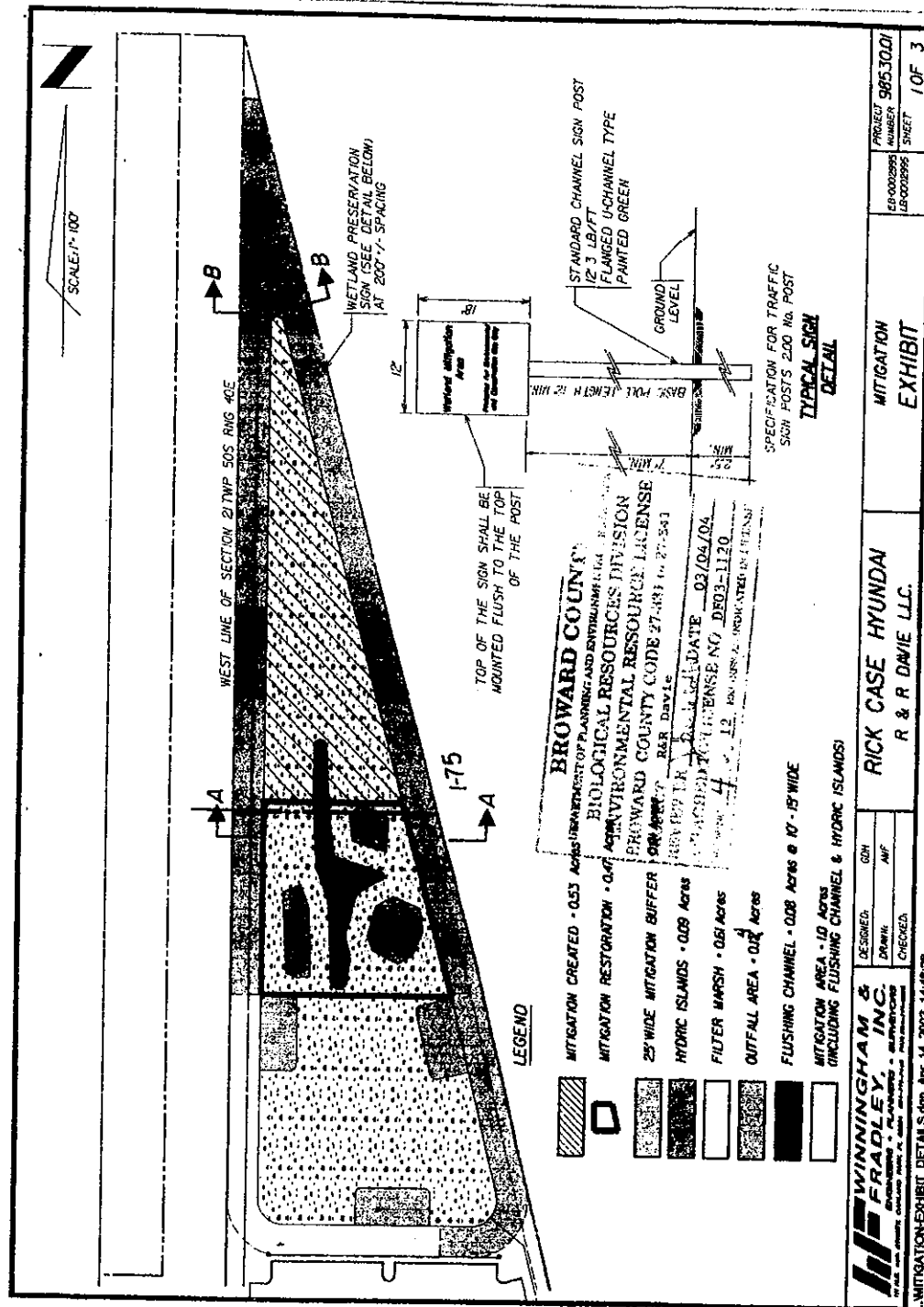
BROWARD COUNTY DEPARTMENT OF PLANNING AND ENVIRONMENTAL PROTECTION

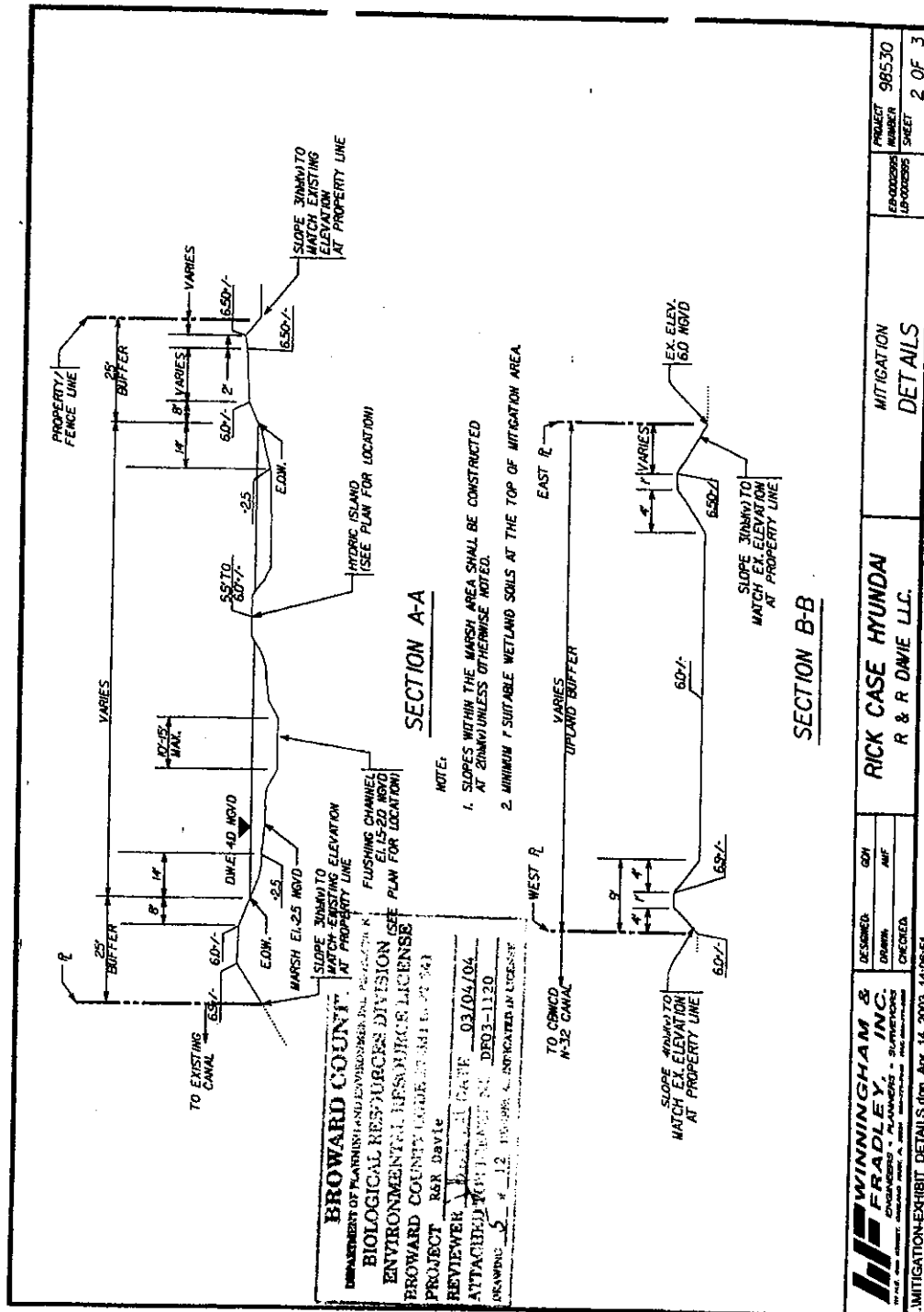

KENT EDWARDS, MANAGER
WETLANDS/UPLANDS RESOURCES SECTION

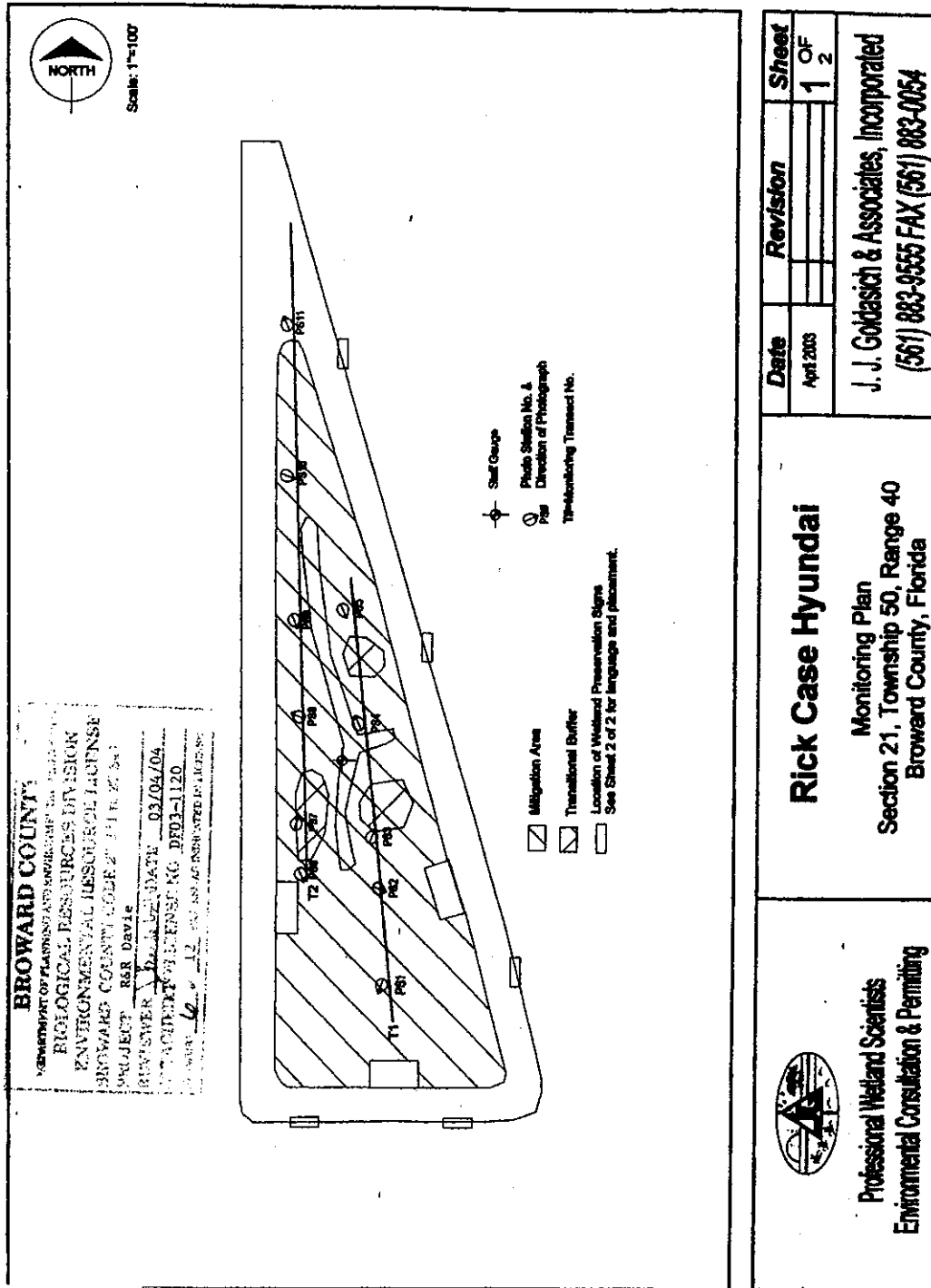



 <p>Environmental Consultation & Permitting Professional Wetland Scientists</p>	<p>Rick Case Hyundai</p> <p>FLUCCS/Wetland Map Section 21, Township 50, Range 40 Broward County, Florida</p>	<p>Date</p> <p>April 2005</p>	<p>Revision</p> <p>3 of 5</p>
		<p>J. J. Goldsmith and Associates, Incorporated (561) 883-9555 FAX (561) 883-0054</p>	









<div style="display: flex; justify-content: space-between; margin-bottom: 10px;"> ~12" ~15" </div> <h1 style="margin: 0;">Wetland Mitigation Area</h1> <h2 style="margin: 20px 0;">Protected for Environmental and Conservation Use Only</h2> <div style="border: 1px solid black; padding: 5px; margin: 10px auto; width: 80%;"> <p style="text-align: center; margin: 0;">BROWARD COUNTY</p> <p style="text-align: center; margin: 0;"><small>DEPARTMENT OF PLANNING AND ENVIRONMENTAL SERVICES</small></p> <p style="text-align: center; margin: 0;">BIOLOGICAL RESOURCES DIVISION</p> <p style="text-align: center; margin: 0;">ENVIRONMENTAL RESOURCE LICENSE</p> <p style="text-align: center; margin: 0;"><small>BROWARD COUNTY CODE 27-381(6) 27-541</small></p> <p style="text-align: center; margin: 0;"><small>PROJECT R&R Davis</small></p> <p style="text-align: center; margin: 0;"><small>REVIEWER <u>J. J. Goldinich</u> DATE <u>03/04/04</u></small></p> <p style="text-align: center; margin: 0;"><small>ATTACHED LICENSE NO. <u>DE03-1120</u></small></p> <p style="text-align: center; margin: 0;"><small>DISPATCH <u>7</u> 12, NATURAL RESOURCES IN LICENSE</small></p> </div> <p style="margin-top: 20px;">NOTE: Signs to be attached to each guardrail on south side of mitigation area and on east property line fence every 200'.</p>											
 <p style="margin-top: 5px;">Environmental Consultation & Permitting Professional Wetland Scientists</p>	<p>Rick Case Hyundai</p> <p><small>Permanent Wetland Marker Section 21, Township 50, Range 40 Broward County, Florida</small></p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="padding: 2px;">Date</th> <th style="padding: 2px;">Revision</th> <th style="padding: 2px;">2 of 2</th> </tr> <tr> <td style="padding: 2px;"><small>April 2004</small></td> <td style="padding: 2px;"></td> <td style="padding: 2px;"></td> </tr> <tr> <td colspan="3" style="padding: 2px;"> J. J. Goldinich and Associates, Incorporated <small>(561) 883-9555 FAX (561) 883-0054</small> </td> </tr> </table>	Date	Revision	2 of 2	<small>April 2004</small>			J. J. Goldinich and Associates, Incorporated <small>(561) 883-9555 FAX (561) 883-0054</small>		
Date	Revision	2 of 2									
<small>April 2004</small>											
J. J. Goldinich and Associates, Incorporated <small>(561) 883-9555 FAX (561) 883-0054</small>											

Rick Case Hyundai WETLAND MITIGATION AREA PROPOSED PLANTING PLAN				
Common Name	Botanical Name	~ Spacing/ Number of Plants	~ Elevation Range NGVD	Plant Size
MARSH				
Spikerush	<i>Eleocharis cellulosa</i>	3' on center 970	2.5'	Bareroot
Arrowhead	<i>Sagittaria lancifolia</i>	3' on center 970	2.5'	Bareroot
Pickersweed	<i>Pontederia cordata</i>	3' on center 970	2.5'	Bareroot
Fireflag	<i>Thalia geniculata</i>	3' on center 970	2.5'	Bareroot
Giant Bulrush	<i>Scirpus californicus</i>	3' on center 970	2.5'	Bareroot
Water Lily	<i>Nymphaea odorata</i>	3' on center in flushing channels 385	1.5'-2.0'	Bareroot
HYDRIC ISLANDS				
Red Bay	<i>Persea borbonia</i>	10' on center 15	5.5'	7 gallon
Red Maple	<i>Acer rubrum</i>	10' on center 15	5.5'	7 gallon
Dahoon Holly	<i>Ilex cassine</i>	10' on center 15	4.5'	7 gallon
Wild Coffee	<i>Psychotria nervosa</i>	5' on center 80	4.5'	3 gallon
Cocoplum	<i>Chrysobalanus icaco</i>	5' on center 80	4.5'	3 gallon
Sand Cordgrass	<i>Spartina bakeri</i>	5' on center 160	3.5'-4.5'	1 gallon
Blue Flag Iris	<i>Iris virginica</i>	3' on center 436	2.5'	Bareroot



BROWARD COUNTY
DEPARTMENT OF PLANNING AND ENVIRONMENTAL RESOURCES
BIOLOGICAL RESOURCES DIVISION
ENVIRONMENTAL RESOURCE LICENSE
BROWARD COUNTY CODE 27-381 to 27-341
PROJECT: GOLDASIGH AND ASSOCIATES, INC.
REVIEWER: [Signature] DATE: 03/04/04
ATTACHED TO LICENSE NO. DE03-1120
DRAWN: 8 of 12 ENTERS AS INDICATED IN LICENSE

EXHIBIT 12

Page 6 of 9

Common Name	Botanical Name	~ Spacing / Number of Plants	~ Elevation Range NGVD	Plant Size
Swamp Lily	<i>Crinum americanum</i>	3' on center 436	2.5'	Bareroot
BUFFERS				
Sabal Palm	<i>Sabal palmetto</i>	10' on center 100	6.0'-6.5'	10'-12'
Geiger Tree	<i>Cordia sebestena</i>	10' on center 100	6.0'-6.5'	7 gallon
Pigeon Plum	<i>Coccoloba diversifolia</i>	10' on center 100	6.0'-6.5'	7 gallon
Red Bay	<i>Persea borbonia</i>	10' on center 100	5.5'	7 gallon
Spanish Stopper	<i>Eugenia foetida</i>	5' on center 265	4.5'-5.5'	3 gallon
Firebush	<i>Hamelia patens</i>	5' on center 265	4.5'-5.5'	3 gallon
Myrsine	<i>Rapanea punctata</i>	5' on center 265	4.5'-5.5'	3 gallon
Buttonbush	<i>Cephalanthus occidentalis</i>	5' on center 265	4.5'-5.5'	3 gallon
Cocoplum	<i>Chrysobalanus icaco</i>	5' on center 265	4.5'-5.5'	3 gallon
Beautyberry	<i>Callicarpa americana</i>	5' on center 265	4.5'-5.5'	3 gallon
Leatherfern	<i>Acrostichum danaeifolium</i>	3' on center 880	2.5'-3.5'	1 gallon
Sawgrass	<i>Cladium jamaicense</i>	3' on center 880	2.5'-3.5'	1 gallon
Tampa Verbena	<i>Verbena spp.</i>	3' on center in clumps of 3 2,640	4.5'	1 gallon



BROWARD COUNTY
 DEPARTMENT OF PLANNING AND ENVIRONMENTAL SERVICES
 BIOLOGICAL RESOURCES DIVISION
 ENVIRONMENTAL RESOURCE LICENSE
 BROWARD COUNTY CODE 27.01.01.01
 PROJECT R&R Davie
 REVIEWER [Signature] DATE 03/04/04
 ATTACHED TO LICENSE NO. DF03-1120
 DRAWN: 9 of 12. ENTRIES AS INDICATED IN LICENSE

EXHIBIT 12

Page 7 of 9

Common Name	Botanical Name	~ Spacing / Number of Plants	~ Elevation Range NGVD	Plant Size
Blue-Eyed Grass	<i>Sisyrinchium angustifolium</i>	3' on center in clumps of 3 2,640	3.5'-4.5'	1 gallon
Tropical Sage	<i>Salvia coccinea</i>	3' on center in clumps of 3 2,640	4.5'-5.5'	1 gallon
TOTAL TREES AND SHRUBS 2,195		TOTAL HERBACEOUS PLANTS 15,947		

All plants to be installed at equivalent elevations should be installed in an alternating manner.

BROWARD COUNTY
 DEPARTMENT OF PLANNING AND ENVIRONMENTAL PROTECTION
 BIOLOGICAL RESOURCES DIVISION
 ENVIRONMENTAL RESOURCE LICENSE
 BROWARD COUNTY CODE 27-331 to 27-341
 PROJECT R&R Davie
 REVIEWER [Signature] DATE 03/04/04
 ATTACHED TO LICENSE NO. DF03-1120
 EXPIRATION DATE 10 OF 12 MONTHS INDICATED IN LICENSE



J.J. GOLDASICH AND ASSOCIATES, INC.

EXHIBIT 12 ♻️

Page 8 of 9

BROWARD COUNTY	
DEPARTMENT OF PLANNING AND ENVIRONMENTAL SERVICES	
BIOLOGICAL RESOURCES DIVISION	
ENVIRONMENTAL RESOURCE LICENSE	
BROWARD COUNTY CODE 27-331.15 27-341	
PROJECT: Rock Case Hyundai	
REVIEWER: John L. L.	DATE: 03/04/04
ATTACHED TO LICENSE NO. DEP-1120 Wetland Mitigation Plan	
<p>A total of 1.0 acre of mitigation will be done onsite. Of this total, 0.53 acres will be creation, and 0.47 acres will be restoration. Included in the total mitigation acreage are 0.08 acres of flushing channels and 0.09 acres of hydric islands. The 1.0 acre mitigation area will be contiguous to a 0.61 acre filter marsh created on its south side. The filter marsh will be created to offset the filling of 0.61 acres of the adjacent N-32 canal. A transitional buffer will surround the wetland mitigation area and be planted with native transitional trees and shrubs. Restoration will take place in a forested wetland, that has become a Brazilian pepper (<i>Schinus terebinthifolius</i>) monoculture, by the removal of exotics, lowering the ground elevation by scraping the surface soils, removal of the underlying limestone and rock as necessary to attain a finished marsh elevation of 2.5' NGVD at the top of suitable wetland soils (minimum of 1 foot thick). Hydric tree islands will be scattered throughout this area and have a finished elevation of 5.5' to 6.0' NGVD at the top of suitable wetland soils. Flushing channels, 10'-15' wide, will meander throughout the mitigation area at elevation 1.5' to 2.0' NGVD in an effort to maintain hydrology during the dry season and create an additional habitat not currently present on the site. The mitigation creation area, restoration area, and the filter marsh will all be constructed in the same manner and the areas made contiguous by consistent elevations and plant species. All upland, exotic, and nuisance vegetation will be removed, including roots and tree trunks.</p>	
<p>The wetland mitigation and filter marsh construction will be initiated within 90 days after issuance of all of the necessary permits and licenses. The specific mitigation sequence will begin with the removal of the suitable soils and screening of the future wetland soil. Suitable wetland soils will be used within the marsh mitigation areas. All unsuitable debris and exotic vegetation will be removed and disposed of properly. The mitigation area subsurface soils will be lowered to suitable wetland elevations. The suitable wetland soils will then be replaced and graded to achieve the designed elevation. Suitable wetland vegetation will be installed following permitting agency review of the graded wetland area.</p>	
<p>The Baseline Mitigation Area Monitoring Report will be conducted prior to the removal of the invasive exotic vegetation but before beginning mitigation area work and will be provided to the permitting agencies. Site visits will be initiated with permitting agency staff during the clearing and grading phase of the project so that the final design and wetland planting parameters may be discussed in the field.</p>	
<p>It is anticipated that the wetland mitigation creation and restoration efforts will begin during September 2003 with the removal of the invasive exotic vegetation debris and surface soils.</p>	
<p>Wetland mitigation area earthwork will continue for approximately two (2) months wherein the ground elevations will be lowered as necessary to the proposed wetland mitigation elevations ranging from 1.5' to 6.0' NGVD.</p>	
<p>Following completion of the wetland mitigation area earthwork, an as-built survey of the area will be generated and reviewed for consistency with the mitigation plan by December 31, 2003. Field evaluations will be requested from DPEP and SFWMD compliance staff. Following the field evaluations and confirmation that the wetland mitigation area is at projected elevations the mitigation area will be planted according to the Wetland Mitigation Area Planting Plan, see attached plan.</p>	
<p>Maintenance and monitoring of the wetland mitigation area will begin at the Time Zero Mitigation Monitoring Report and continue for a period of five years. An 80% survival rate of planted species will be monitored and maintained throughout the 5-year monitoring period. Following the acceptance of the mitigation area and the Time Zero Monitoring Report, the five-year mitigation area maintenance and monitoring phase will begin. Monitoring reports will be submitted to Broward County DPEP on a quarterly basis and to SFWMD annually.</p>	



J.J. GOLDASICH AND ASSOCIATES, INC.



Rick Case Hyundai
Wetland Mitigation Area Monitoring and Maintenance Plan

The wetland mitigation area monitoring events will begin at the Time Zero monitoring and continue for a period of five years. The wetland mitigation area will be monitored quarterly for planting success, amount of desirable wetland plant recruitment, wildlife utilization, exotic (as listed by the Exotic Pest Plant Council [EPPC]) and undesirable vegetation encroachment and physio-chemical conditions.

Pedestrian transects will be conducted during all quarterly site evaluations. The staff gauge will be read twice monthly with the results placed in the quarterly monitoring reports. Each quarterly monitoring event will include photographic documentation of existing conditions in the wetland mitigation area. The field transects, wildlife utilization, staff gauge, and photographic reference points will be monitored and maintained throughout the five-year monitoring and maintenance period.

The results of the quarterly field evaluations will assist in identifying the progressive condition of the mitigation area and the impact of the hydrologic improvements resulting from the project. All monitoring event data will be utilized by maintenance crews as necessary to provide the most effective treatment of undesirable vegetation should invasion occur. This will ensure that the undesirable vegetation will be controlled prior to establishment and seed set. Further, the results of the quarterly monitoring events and the resulting treatment procedures will be included in the mitigation area monitoring reports, which will be provided to Broward Co. DPEP and SFWMD. A survival rate of 80% of planted wetland species will be guaranteed by the licensee with replanting if necessary.

All invasive exotic plants (as defined by EPPC) will be eradicated by a combination of physical removal (for large plants) or killed in-place using herbicides during the maintenance phases of the mitigation project. The elimination of the exotic vegetation will be coordinated with the permitting agency staff to provide the most appropriate control mechanism. All exotic and undesirable vegetation re-growth will be maintained at or below two percent (2%) coverage of the wetland mitigation area utilizing herbicidal spraying and/or physical removal of the plant if it is large enough. The main treatment method during maintenance will be spraying of herbicides.

During the construction phase of the mitigation, projected as part of the perpetual maintenance of the mitigation area, every effort will be taken to attain zero percent (0%) coverage of exotic/nuisance plant species immediately following maintenance activities. Exotic plant species are those currently defined by the Florida EPPC. At no time shall the coverage of the undesirable plant species exceed two percent (2%) of the total vegetative coverage in the mitigation area. Plants will be removed or killed in-place, depending upon which technique will result in greater protection to the wetland and produce the most desirable system-wide wetland benefit.

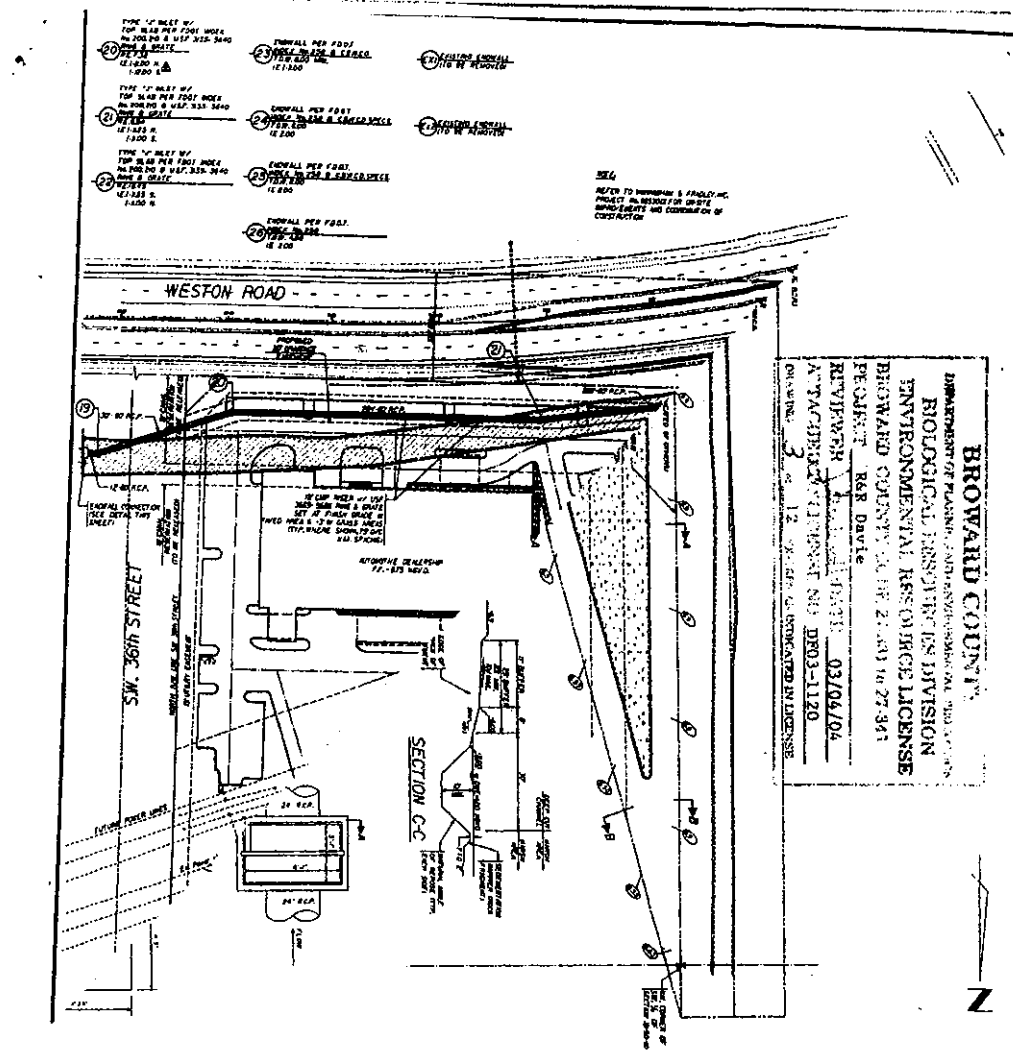
An appropriate contractor shall be chosen to conduct the maintenance and monitoring during the 5-year period required by the permit. Maintenance in perpetuity period, following the 5-year maintenance period required by the license and permit, will be implemented by the licensee and/or property owner. This maintenance will help ensure that the conservation easement areas of the project will be maintained free from invasive exotic vegetation and nuisance plants according to the previously described criteria in perpetuity.

BROWARD COUNTY	
DEPARTMENT OF PLANNING AND ENVIRONMENTAL PROTECTION	
BIOLOGICAL RESOURCES DIVISION	
ENVIRONMENTAL RESOURCE LICENSE	
BROWARD COUNTY CODE 27.001.00-27-047	
PROJECT <u>R&R Davie</u>	
REVIEWER <u>J. J. Goldasich</u>	DATE <u>03/04/04</u>
ATTACHED LICENSE NO. <u>0F03-1120</u>	
PAGE <u>12</u> OF <u>12</u> ATTACHED ATTACHMENT	



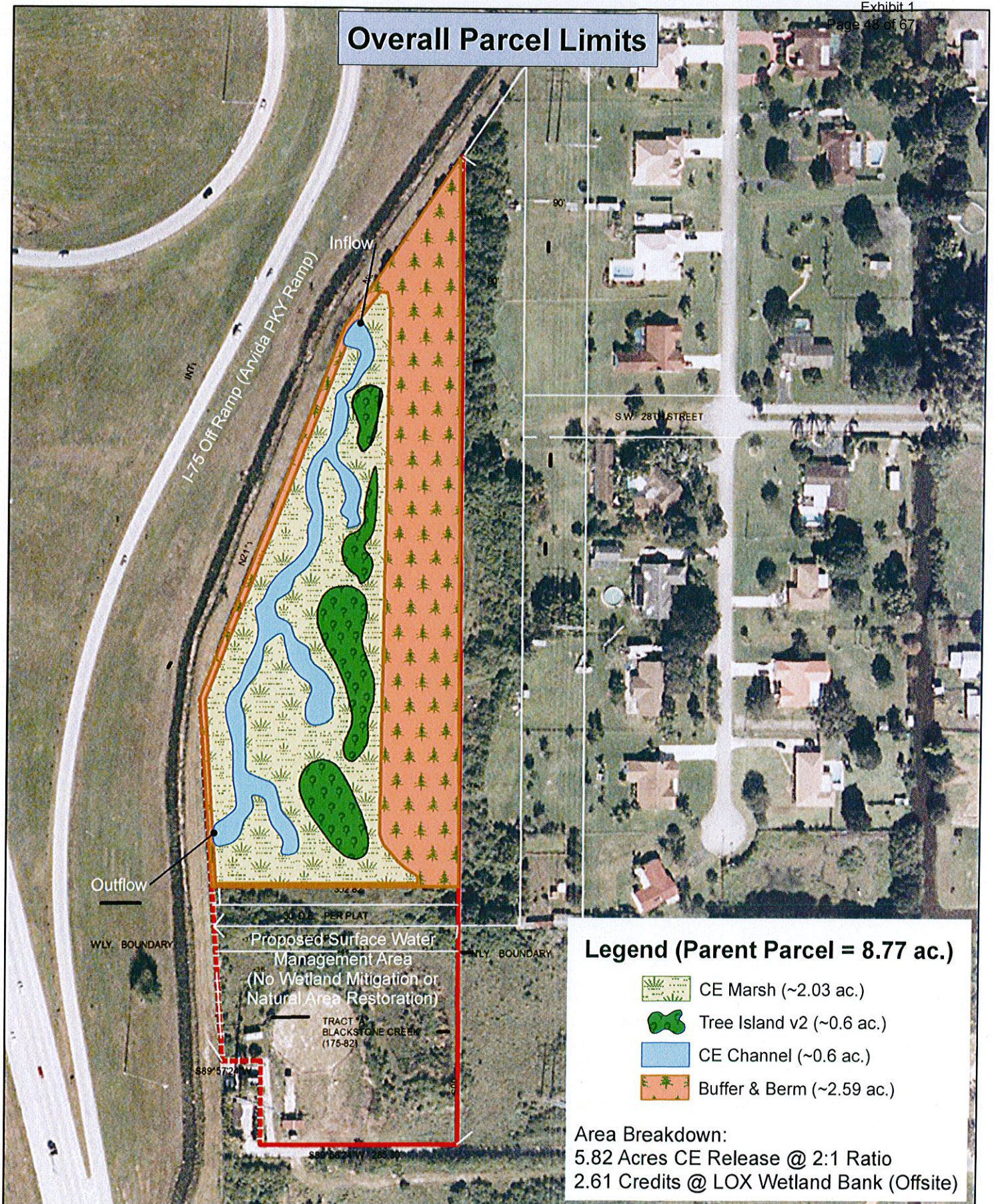
J.J. GOLDASICH AND ASSOCIATES, INC.



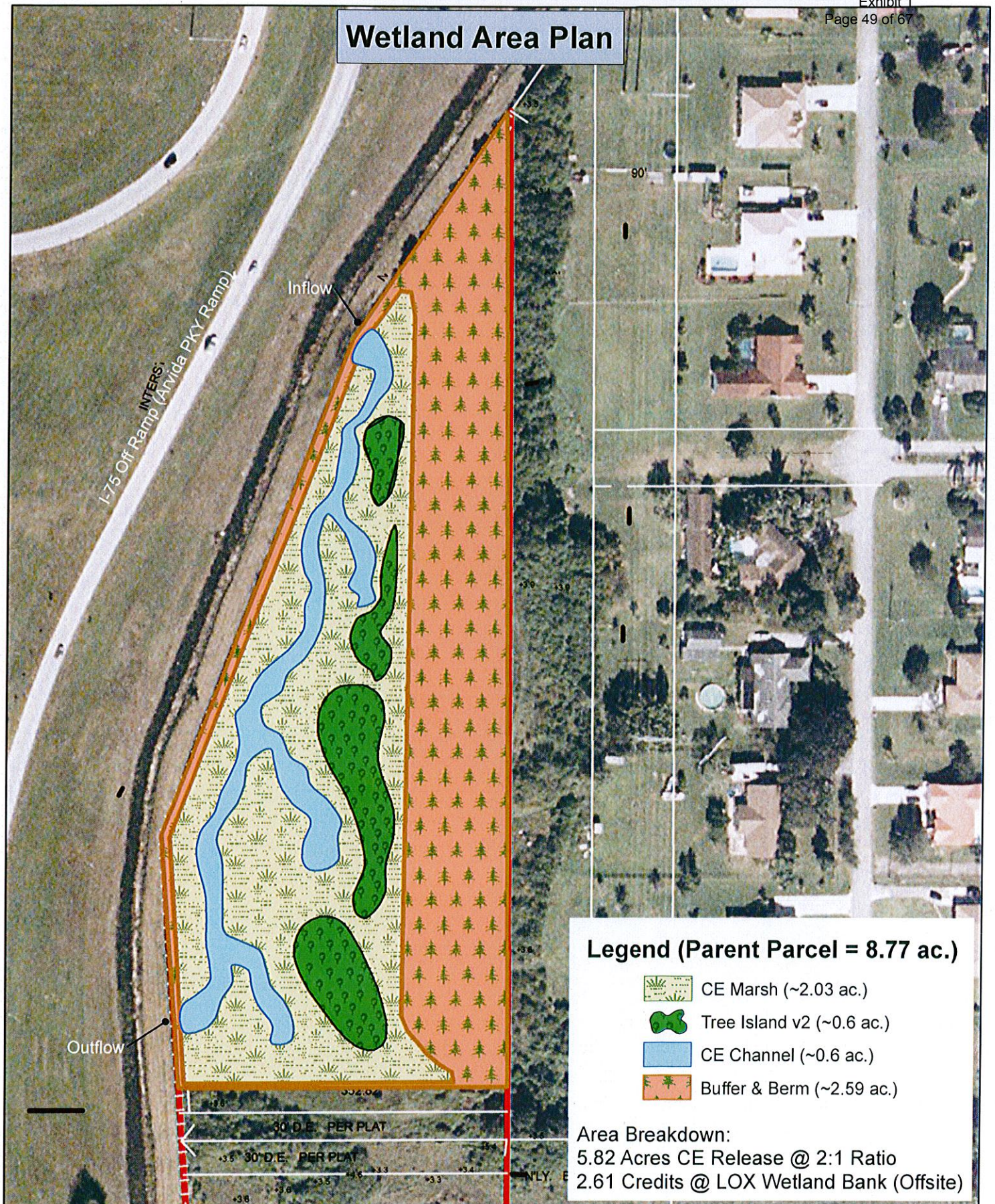


ATTACHMENT "B"

Overall Parcel Limits



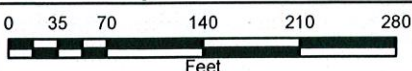
Wetland Area Plan



05/30/2015

Revised: 05/03/2016

J. J. Goldasich and Associates, Incorporated



Ecological Services
Natural System Analysis



(561) 883-9555
jjg@jjgoldasich.com

Rick Case

Town of Davie Parcel
Offsite Wetland Plan
Town of Davie, Broward County, Florida

ENV - 2

ATTACHMENT "C"

Prepared by:

Return original or certified
recorded document to:

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

THIS JOINT DEED OF CONSERVATION EASEMENT ("Conservation Easement")
is given this ____ day of _____, 20__ by _____
("Grantor") whose mailing address is _____

_____ to the (choose South Florida Water Management District, 3301 Gun Club Road, West Palm Beach, Florida 33406, or Department of Environmental Protection, Southeast District, 3301 Gun Club Road, MSC 7210-1, West Palm Beach, FL 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 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, 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. _____
(or Florida Department of Environmental Protection Permit No. _____)
("Permit") and Broward County License No. _____ ("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, 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 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 Grantees upon the Conservation Easement Area described on Exhibit "B" which shall run with the land and be binding upon 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 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 Conservation 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 Conservation 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 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 Grantees are authorized. No later than thirty (30) days before commencing any activities to implement the approved wildfire mitigation plan, Grantor shall notify Grantees in writing of its intent to commence such activities. All such activities may only be completed during the time period for which 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 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 this 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 recorded in the Official Records of 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.

IN WITNESS WHEREOF, _____ ("Grantor")
has hereunto set its authorized hand this _____ day of _____, 20____.

☐ A Florida corporation or ☐ _____ (choose one)

By: _____
(Signature)

Name: _____
(Print)

Title: _____

Signed, sealed and delivered in our presence as witnesses:

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Print)

Name: _____
(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: _____

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, _____, the owner and holder of a mortgage dated _____, in the original principal amount of \$_____, given by _____ ("Grantor") to _____ ("Mortgagee"), encumbering the real property described on Exhibit "B" attached hereto ("Conservation Easement Area"), which is recorded in Official Records Book _____ at Page _____, together with that certain Assignment of Leases and Rents recorded in Official Records Book _____, at Page _____, and those certain UCC-1 Financing Statement(s) recorded in Official Records Book _____, 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 _____, 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 Mortgagee Joinder, Consent and Subordination is made this ____ day of _____, 20__.

By: _____
(Signature) (Mortgagee)

Name: _____

Title: _____
(Print)

WITNESSES:

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Print)

Name: _____
(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 this 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: _____

EXHIBIT A

[LOCATION MAP]

EXHIBIT B

[LEGAL DESCRIPTION AND SKETCH OF CONSERVATION EASEMENT AREA]

EXHIBIT C

[MANAGEMENT PLAN OR "INTENTIONALLY LEFT BLANK"]

ATTACHMENT "D"

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

RELEASE OF JOINT DEED OF CONSERVATION EASEMENT AND AGREEMENT

Broward County, the joint owner and holder of that certain "JOINT DEED OF CONSERVATION EASEMENT AND AGREEMENT" accepted by the Broward County Board of County Commissioners ("Board") on August 15, 2006, and recorded at Official Records Book 42945, Page 1209, of the Public Records of Broward County, Florida ("Easement"), encumbering the following property ("Property"):

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 release all of Broward County's interest in said Easement and hereby agrees that from and after the date hereof, the Property shall be freed and forever released of Broward County's interest in 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 _____, 2016, has executed this Release of Joint Deed of Conservation Easement and Agreement.

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
CE Release.doc
05/05/2016
#16-050.00

EXHIBIT "A"
Legal Description of Property (Comprised of "Exhibits "A," "B," and "C"
of the Joint Deed of Conservation Easement and Agreement)

CHICAGO TITLE INSURANCE COMPANY
SCHEDULE A - continued

Exhibit "A"

LEGAL DESCRIPTION

Tracts 43, 44 and the South one-half (1/2) of Tract 45 lying West of the right-of-way of Interstate 75, FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, lying in Section 21, Township 50 South, Range 40 East, according to the Plat thereof recorded in Plat Book 2, at Page 17, of the Public Records of Miami-Dade County, Florida. Said lands lying in Broward County, Florida.

TOGETHER WITH:

The North one-half (1/2) of Tract 45 and that portion of Tracts 46, 47 and 48 lying West of Interstate 75, being in the Southwest one-quarter (1/4) of Section 21, Township 50 South, Range 40 East, FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, according to the Plat thereof recorded in Plat Book 2, at Page 17, of the Public Records of Miami-Dade County, Florida. Said lands lying in Broward County, Florida, being more particularly described as follows:

Beginning at the West one-quarter (1/4) corner of Section 21; thence North 89 degrees 56 minutes 06 seconds East along the North line of said Southwest one-quarter (1/4) of Section 21 coincident with the North line of said Tract 48, 13.45 feet to the West right-of-way line of said Interstate 75; thence South 15 degrees 24 minutes 09 seconds East along said West right-of-way line 710.34 feet; thence South 13 degrees 58 minutes 08 seconds East along said West right-of-way line 113.45 feet to a Point of curvature of a circular curve concave to the Northeast and having a radius of 11,706.16 feet; thence Southeasterly along said curve coincident with the West right-of-way line of said Interstate 75 through a central angle of 01 degrees 50 minutes 11 seconds an arc distance of 375.22 feet; thence South 89 degrees 57 minutes 11 seconds West, 320.42 feet to the West line of said Southwest one-quarter (1/4) of Section 21, thence North 00 degrees 16 minutes 16 seconds West, 1157.80 feet to the Point of Beginning.

TOGETHER WITH:

A portion of the Vacated Dykes Road as recorded in Official Records Book 11678, at Page 814, of the Public Records of Broward County, Florida, being more particularly described as follows:

Begin at the Northeast corner of the Southeast quarter (East quarter corner) of Section 20, Township 50 South, Range 40 East; Thence South 00 degrees 15 minutes 59 seconds East, along the East line of said Section 20 and the Easterly line of said vacated Dykes Road, for 1516.80 feet to the Intersection of the East line of said Section 20 and the Southerly prolongation of the circular curve of the Easterly right-of-way for Weston Road (formerly Bonaventure Boulevard) as defined by the said Park of Commerce, according to the Plat thereof as recorded in Plat Book 110, at Page 115, Public Records of Broward County, Florida, said point bears South 83 degrees 57 minutes 28 seconds West to the radius point of the next described curve; Thence Northwesterly along said vacated Dykes Road, along a circular curve to the left, having a radius of 1969.86 feet, a central angle of 13 degrees 27 minutes 44 seconds for an arc distance of 462.84 feet to the most

DESCRIPTION

A PARCEL OF LAND IN THE WEST 1/2 OF SECTION 21 AND THE EAST 1/2 OF SECTION 20, TOWNSHIP 50 SOUTH, RANGE 40 EAST, SAID PARCEL INCLUDING PORTIONS OF TRACTS 47 AND 48, ACCORDING TO THE FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1 OF SAID SECTION 21, AS RECORDED IN PLAT BOOK 2 AT PAGE 17 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA AND INCLUDING A PORTION OF THE 15 FOOT RIGHT-OF-WAY LYING EAST OF THE WEST LINE OF SAID SECTION 21, AND INCLUDING A PORTION OF PARCEL A, ACCORDING TO THE PLAT OF POINTE WEST CENTER NORTH, AS RECORDED IN PLAT BOOK 172 AT PAGES 136 AND 137 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 21; THENCE RUN NORTH 89°58'14" EAST 10N A GRID BEARING 1321 FEET ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4 OF SECTION 21 TO AN INTERSECTION WITH THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 1-75, AS DESCRIBED IN THE INSTRUMENT FILED IN OFFICIAL RECORDS BOOK 7637 AT PAGE 156 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE RUN SOUTH 15°24'36" EAST 710.68 FEET ALONG SAID WESTERLY RIGHT OF WAY LINE AND THE EASTERLY BOUNDARY OF SAID PARCEL A, POINTE WEST CENTER NORTH, TO A POINT OF INTERSECTION; THENCE RUN SOUTH 13°58'35" EAST 33.43 FEET ALONG SAID WESTERLY RIGHT OF WAY LINE OF INTERSTATE 1-75 AND EASTERLY BOUNDARY OF SAID PARCEL A; THENCE RUN SOUTH 76°02'25" WEST 52.01 FEET; TO A POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 500 FEET AND A CENTRAL ANGLE OF 76°02'25" RUN SOUTHWESTERLY 6.63 FEET TO A POINT OF TANGENCY; THENCE RUN DUE SOUTH 35.42 FEET ALONG THE TANGENT EXTENDED; THENCE RUN SOUTH 89°44'02" WEST 132.29 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET AND A CENTRAL ANGLE OF 90°00'00" RUN NORTHWESTERLY 31.42 FEET TO AN INTERSECTION WITH THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 21; THENCE RUN SOUTH 89°44'02" WEST 5000 FEET TO AN INTERSECTION WITH A LINE 50 FEET WEST OF, AS MEASURED AT RIGHT ANGLES, AND PARALLEL WITH THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 20; THENCE RUN NORTH 00°15'58" WEST 751.32 FEET ALONG SAID PARALLEL LINE TO AN INTERSECTION WITH THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 20; THENCE RUN NORTH 89°58'14" EAST 5000 FEET ALONG SAID NORTH LINE, TO THE POINT OF BEGINNING. SAID LANDS SITUATE IN THE TOWN OF DAVIE, BROWARD COUNTY, FLORIDA AND CONTAINING 125,181 SQUARE FEET, MORE OR LESS.

EXHIBIT B		DESCRIPTION OF			
TOWN OF DAVIE, BROWARD COUNTY, FLORIDA		CONSERVATION EASEMENT			
WINNINGHAM & FRADLEY, INC.		18-000000	DETAILED	DATE: 12/01/01	PROJECT NUMBER
ENGINEERS • PLANNERS • SURVEYORS		18-000000	CHECKED:	DATE:	9853002
IN FILE AND STORED, 2001/01/01, 11:03 AM					SHEET 2 OF 2

DESCRIPTION

A PARCEL OF LAND IN THE SOUTHWEST $\frac{1}{4}$ OF SECTION 21, TOWNSHIP 50 SOUTH, RANGE 40 EAST, BEING A PORTION OF PARCEL A, ACCORDING TO THE PLAT OF POINTE WEST CENTER NORTH, AS RECORDED IN PLAT BOOK 172 AT PAGES 136 AND 137 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST $\frac{1}{4}$ OF SAID SECTION 21; THENCE RUN NORTH $89^{\circ}58'14"$ EAST (ON A GRID BEARING) 113.21 FEET ALONG THE NORTH LINE OF SAID SOUTHWEST $\frac{1}{4}$ OF SECTION 21 TO AN INTERSECTION WITH THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 1-75, AS DESCRIBED IN THE INSTRUMENT FILED IN OFFICIAL RECORDS BOOK 7637 AT PAGE 156 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE RUN SOUTH $15^{\circ}24'36"$ EAST 710.68 FEET ALONG SAID WESTERLY RIGHT OF WAY LINE AND THE EASTERLY BOUNDARY OF SAID PARCEL A, POINTE WEST CENTER NORTH, TO A POINT OF INTERSECTION; THENCE RUN SOUTH $13^{\circ}58'35"$ EAST 33.43 FEET ALONG SAID WESTERLY RIGHT OF WAY LINE OF INTERSTATE 1-75 AND EASTERLY BOUNDARY OF SAID PARCEL A; THENCE RUN SOUTH $76^{\circ}0'25"$ WEST 25.00 FEET TO THE POINT OF BEGINNING. THENCE RUN SOUTH $13^{\circ}58'35"$ EAST 22.56 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET AND A CENTRAL ANGLE OF $103^{\circ}42'37"$ RUN SOUTHEASTERLY AND SOUTHWESTERLY 36.20 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH $89^{\circ}44'02"$ WEST 16.13 FEET ALONG THE TANGENT EXTENDED; THENCE RUN DUE NORTH 39.33 FEET; THENCE RUN NORTH $76^{\circ}0'25"$ EAST 30.92 FEET TO THE POINT OF BEGINNING.
SAID LANDS SITUATE IN THE TOWN OF DAVIE, BROWARD COUNTY, FLORIDA AND CONTAINING 1,413 SQUARE FEET, MORE OR LESS.

EXHIBIT C		DESCRIPTION OF	
TOWN OF DAVIE, BROWARD COUNTY, FLORIDA		OUTFALL AREA	
WINNINGHAM & FRADLEY, INC. ENGINEERS - PLANNERS - SURVEYORS 171 N.E. 440 STREET, CHASSAULT, FL 33424 TEL: 771-7440 FAX: 771-7441		EP00000000 LB-00000000 DRAWN: CEG CHECKED:	DATE: 09-20 DATE: PROJECT NUMBER: 98530.02 SHEET: 2 OF 2

...OUTFALL AREA.dgn 08/17/2008 11:57:04 AM