



Form #0941
08/95

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT
ENVIRONMENTAL RESOURCE
STANDARD GENERAL PERMIT NO. 06-02302-P**

DATE ISSUED: June 13, 2002

**PERMITTEE: SUNBEAM DEVELOPMENT CORP
1401 79TH STREET CAUSEWAY
MIAMI, FL 33141**

PROJECT DESCRIPTION: Construction of 5.12 acres of wetland mitigation area and associated buffers relocated from Miramar Park of Commerce Phase V.

PROJECT LOCATION: BROWARD COUNTY, SEC 30 TWP 51S RGE 41E

PERMIT DURATION: See Special Condition No:1. See attached Rule 40E-4.321, Florida Administrative Code.

This is to notify you of the District's agency action concerning Notice of Intent for Permit Application No. 020419-3, dated April 19, 2002. This action is taken pursuant to Rule 40E-1.603 and Chapter 40E-40, Florida Administrative Code (F.A.C.).

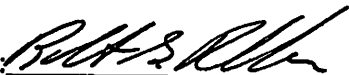
Based on the information provided, District rules have been adhered to and an Environmental Resource General Permit is in effect for this project subject to:

1. Not receiving a filed request for a Chapter 120, Florida Statutes, administrative hearing.
2. the attached 19 General Conditions (See Pages : 2 - 4 of 6),
3. the attached 18 Special Conditions (See Pages : 5 - 6 of 6) and
4. the attached 8 Exhibit(s).

Should you object to these conditions, please refer to the attached "Notice of Rights" which addresses the procedures to be followed if you desire a public hearing or other review of the proposed agency action. Please contact this office if you have any questions concerning this matter. If we do not hear from you in accordance with the "Notice of Rights," we will assume that you concur with the District's action.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a "Notice of Rights" has been mailed to the Permittee (and the persons listed in the attached distribution list) no later than 5:00 p.m. on this 13th day of June, 2002, in accordance with Section 120.60(3), Florida Statutes.

BY: 

Robert G. Robbins
Director - Natural Resource Management
Palm Beach Service Center

Certified mail number 7000 1530 0000 2747 8099

GENERAL CONDITIONS

1. All activities authorized by this permit shall be implemented as set forth in the plans, specifications and performance criteria as approved by this permit. Any deviation from the permitted activity and the conditions for undertaking that activity shall constitute a violation of this permit and Part IV, Chapter 373, F.S.
2. This permit or a copy thereof, complete with all conditions, attachments, exhibits, and modifications shall be kept at the work site of the permitted activity. The complete permit shall be available for review at the work site upon request by District staff. The permittee shall require the contractor to review the complete permit prior to commencement of the activity authorized by this permit.
3. Activities approved by this permit shall be conducted in a manner which does not cause violations of State water quality standards. The permittee shall implement best management practices for erosion and pollution control to prevent violation of State water quality standards. Temporary erosion control shall be implemented prior to and during construction, and permanent control measures shall be completed within 7 days of any construction activity. Turbidity barriers shall be installed and maintained at all locations where the possibility of transferring suspended solids into the receiving waterbody exists due to the permitted work. Turbidity barriers shall remain in place at all locations until construction is completed and soils are stabilized and vegetation has been established. All practices shall be in accordance with the guidelines and specifications described in Chapter 6 of the Florida Land Development Manual; A Guide to Sound Land and Water Management (Department of Environmental Regulation, 1988), incorporated by reference in Rule 40E-4.091, F.A.C. unless a project-specific erosion and sediment control plan is approved as part of the permit. Thereafter the permittee shall be responsible for the removal of the barriers. The permittee shall correct any erosion or shoaling that causes adverse impacts to the water resources.
4. The permittee shall notify the District of the anticipated construction start date within 30 days of the date that this permit is issued. At least 48 hours prior to commencement of activity authorized by this permit, the permittee shall submit to the District an Environmental Resource Permit Construction Commencement Notice Form Number 0960 indicating the actual start date and the expected construction completion date.
5. When the duration of construction will exceed one year, the permittee shall submit construction status reports to the District on an annual basis utilizing an annual status report form. Status report forms shall be submitted the following June of each year.
6. Within 30 days after completion of construction of the permitted activity, the permittee shall submit a written statement of completion and certification by a registered professional engineer or other appropriate individual as authorized by law, utilizing the supplied Environmental Resource Permit Construction Completion/Certification Form Number 0881. The statement of completion and certification shall be based on onsite observation of construction or review of as-built drawings for the purpose of determining if the work was completed in compliance with permitted plans and specifications. This submittal shall serve to notify the District that the system is ready for inspection. Additionally, if deviation from the approved drawings is discovered during the certification process, the certification must be accompanied by a copy of the approved permit drawings with deviations noted. Both the original and revised specifications must be clearly shown. The plans must be clearly labeled as "As-built" or "Record" drawing. All surveyed dimensions and elevations shall be certified by a registered surveyor.
7. The operation phase of this permit shall not become effective: until the permittee has complied with the requirements of condition (6) above, and submitted a request for conversion of Environmental Resource Permit from Construction Phase to Operation Phase, Form No. 0920; the District determines the system to be in compliance with the permitted plans and specifications; and the entity approved by the District in accordance with Sections 9.0 and 10.0 of the Basis of Review for Environmental Resource Permit Applications within the South Florida Water Management District, accepts responsibility for operation and maintenance of the system. The permit shall not be transferred to such approved operation and maintenance entity until the operation phase of the permit becomes effective. Following inspection and approval of the permitted system by the District, the permittee shall initiate transfer of the permit to the

GENERAL CONDITIONS

- approved responsible operating entity if different from the permittee. Until the permit is transferred pursuant to Section 40E-1.6107, F.A.C., the permittee shall be liable for compliance with the terms of the permit.
8. Each phase or independent portion of the permitted system must be completed in accordance with the permitted plans and permit conditions prior to the initiation of the permitted use of site infrastructure located within the area served by that portion or phase of the system. Each phase or independent portion of the system must be completed in accordance with the permitted plans and permit conditions prior to transfer of responsibility for operation and maintenance of the phase or portion of the system to a local government or other responsible entity.
 9. For those systems that will be operated or maintained by an entity that will require an easement or deed restriction in order to enable that entity to operate or maintain the system in conformance with this permit, such easement or deed restriction must be recorded in the public records and submitted to the District along with any other final operation and maintenance documents required by Sections 9.0 and 10.0 of the Basis of Review for Environmental Resource Permit applications within the South Florida Water Management District, prior to lot or units sales or prior to the completion of the system, whichever comes first. Other documents concerning the establishment and authority of the operating entity must be filed with the Secretary of State, county or municipal entities. Final operation and maintenance documents must be received by the District when maintenance and operation of the system is accepted by the local government entity. Failure to submit the appropriate final documents will result in the permittee remaining liable for carrying out maintenance and operation of the permitted system and any other permit conditions.
 10. Should any other regulatory agency require changes to the permitted system, the permittee shall notify the District in writing of the changes prior to implementation so that a determination can be made whether a permit modification is required.
 11. This permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any activity approved by this permit. This permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the permit and Chapter 40E-4 or Chapter 40E-40, F.A.C..
 12. The permittee is hereby advised that Section 253.77, F.S. states that a person may not commence any excavation, construction, or other activity involving the use of sovereign or other lands of the State, the title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund without obtaining the required lease, license, easement, or other form of consent authorizing the proposed use. Therefore, the permittee is responsible for obtaining any necessary authorizations from the Board of Trustees prior to commencing activity on sovereign lands or other state-owned lands.
 13. The permittee must obtain a Water Use permit prior to construction dewatering, unless the work qualifies for a general permit pursuant to Subsection 40E-20.302(4), F.A.C., also known as the "No Notice" Rule.
 14. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities which may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any system authorized by the permit.
 15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding, unless a specific condition of this permit or a formal determination under Section 373.421(2), F.S., provides otherwise.
 16. The permittee shall notify the District in writing within 30 days of any sale, conveyance, or other transfer of ownership or control of a permitted system or the real property on which the permitted system is located. All transfers of ownership or transfers of a permit are subject to the requirements of Rules 40E-1.6105 and

GENERAL CONDITIONS

40E-1.6107, F.A.C.. The permittee transferring the permit shall remain liable for corrective actions that may be required as a result of any violations prior to the sale, conveyance or other transfer of the system.

17. Upon reasonable notice to the permittee, District authorized staff with proper identification shall have permission to enter, inspect, sample and test the system to insure conformity with the plans and specifications approved by the permit.
18. If historical or archaeological artifacts are discovered at any time on the project site, the permittee shall immediately notify the appropriate District service center.
19. The permittee shall immediately notify the District in writing of any previously submitted information that is later discovered to be inaccurate.

SPECIAL CONDITIONS

1. The construction phase of this permit shall expire on June 13, 2007.
2. Operation of the surface water management system shall be the responsibility of the permittee.
3. The permittee shall be responsible for the correction of any erosion, shoaling or water quality problems that result from the construction or operation of the surface water management system.
4. Measures shall be taken during construction to insure that sedimentation and/or turbidity violations do not occur in the receiving water.
5. The District reserves the right to require that additional water quality treatment methods be incorporated into the drainage system if such measures are shown to be necessary.
6. Facilities other than those stated herein shall not be constructed without an approved modification of this permit.
7. The permittee shall provide routine maintenance of all of the components of the surface water management system in order to remove all trapped sediments/debris. All materials shall be properly disposed of as required by law. Failure to properly maintain the system may result in adverse flooding conditions.
8. All special conditions and exhibits previously stipulated by permit number 06-02302-P remain in effect unless otherwise revised and shall apply to this modification.
9. A mitigation program for Miramar Park of Commerce Phase V mitigation shall be implemented in accordance with Exhibit No. 3. The permittee shall create 5.12 acres of wetlands mitigation and 0.85 acres of associated buffer areas.
10. A monitoring program shall be implemented in accordance with Exhibit No. 4. The monitoring program shall extend for a period of 5 years with annual reports submitted to District staff. At the end of the first monitoring period the mitigation area shall contain an 80% survival of planted vegetation. The 80% survival rate shall be maintained throughout the remainder of the monitoring program, with replanting as necessary. If native wetland, transitional, and upland species do not achieve an 80% coverage within the initial two years of the monitoring program, native species shall be planted in accordance with the maintenance program. At the end of the 5 year monitoring program the entire mitigation area shall contain an 80% survival of planted vegetation and an 80% coverage of desirable obligate and facultative wetland species.
11. A maintenance program shall be implemented in accordance with Exhibit No. 4 for the created wetland and associated buffer areas on a regular basis to ensure the integrity and viability of those areas as permitted. Maintenance shall be conducted in perpetuity to ensure that the conservation area is maintained free from Category 1 exotic vegetation (as defined by the Florida Exotic Pest Plant Council at the time of permit issuance) immediately following a maintenance activity. Coverage of exotic and nuisance plant species shall not exceed 5% of total cover between maintenance activities. In addition, the permittee shall manage the conservation areas such that exotic/nuisance plant species do not dominate any one section of those areas.
12. No later than July 12, 2002, the permittee, Sunbeam Development Corporation, shall submit documentation that the executed conservation easement for the mitigation area and associated buffers has been accepted by Broward County for recording.

No later than December 31, 2002, the permittee (Sunbeam Development Corporation), shall submit two certified copies of the recorded conservation easement for the mitigation area and associated buffers and a GIS disk of the recorded easement area formatted in NAD 1983 format to the District's Environmental Resource Compliance Division in the Palm Beach Service Center. The recorded easement shall be in substantial conformance with Exhibit No. 5. Any proposed modifications to the approved form must receive

SPECIAL CONDITIONS

prior written consent from the District. The easement must be free of encumbrances or interests in the easement which the District determines are contrary to the intent of the easement. In the event it is later determined that there are encumbrances or interests in the easement which the District determines are contrary to the intent of the easement, the permittee shall be required to provide release or subordination of such encumbrances or interests.

13. No later than July 12, 2002, the permittee (Sunbeam Development Corporation) shall provide an original joint surety bond to Broward County Department of Planning and Environmental Permitting, in the amount of \$64,746.00 to ensure the permittee's financial ability and commitment to complete the proposed mitigation, monitoring and maintenance plan as shown on Exhibit Nos. 3 & 4. The joint surety bond shall be in substantial conformance with Exhibit No. 6. When a joint surety bond is established, the permittee shall also establish a standby trust fund for deposit of all payments under bond. The joint surety bond shall remain in effect for the entire period of the mitigation and monitoring program. Notification of the District by the financial institution that the joint surety bond will not be renewed or is no longer in effect shall constitute non-compliance with the permit.
14. No later than December 31, 2002, the permittee, Sunbeam Development Corporation, shall provide to the District the fully executed and recorded amended Property Owners' Association documents depicted in Exhibit No. 7 to this staff report.
15. The mitigation plan calls for the backfilling of the mitigation area with a minimum of 12" of muck. The backfill material shall be clean and shall include no solid vegetation debris, including tree limbs or tree trunks.
16. Prior to the commencement of construction, the permittee shall conduct a pre-construction meeting with field representatives, contractors and District staff. The purpose of the meeting will be to discuss construction methods and sequencing - type and location of turbidity and erosion controls to be implemented during construction, mobilization and staging of contractor equipment, construction/backfilling and proper elevations and slopes with the permittee and contractors. The permittee shall contact Heather Carman, Staff Environmental Analyst, Environmental Resource Compliance Division, to schedule the pre-construction meeting.
17. Success of the mitigation activities proposed herein is heavily dependent on proper grading to achieve the design ground elevations necessary to recruit the expected vegetation or to sustain the proper hydrology for the targeted vegetation communities. The permittee shall submit as-built topography of the proposed mitigation area(s) prior to planting. The permittee shall correct any deficiencies in the project grade within 14 days of being notified of such deficiencies by District staff.
18. Activities associated with the implementation of the mitigation, monitoring and maintenance plan(s) shall be completed in accordance with the work schedule attached as Exhibit No. 8. Any deviation from these time frames will require prior approval from the District's Environmental Resource Compliance staff. Such requests must be made in writing and shall include (1) reason for the change, (2) proposed start/finish and/or completion dates; and (3) progress report on the status of the project development or mitigation effort.

Last Date For Agency Action: July 17, 2002

GENERAL ENVIRONMENTAL RESOURCE PERMIT STAFF REPORT

Project Name: Miramar Park Of Commerce-Phase Three

Permit No.: 06-02302-P

Application No.: 020419-3

Application Type: Environmental Resource (General Permit Modification)

Location: Broward County, S30/T51S/R41E

Permittee : Sunbeam Development Corp

Operating Entity : Permittee

Project Area: 5.12 acres

Project Land Use: Offsite Mitigation

Drainage Basin: C-9 EAST

Receiving Body: Existing System

Class: CLASS III

Special Drainage District: South Broward Drainage District

Total Acres Wetland Preserved Onsite: .00

Total Acres Presv/Mit Compensation Onsite: 5.12

Conservation Easement To District : Yes

Sovereign Submerged Lands: No

PROJECT PURPOSE

Modification of an Environmental Resource Permit to authorize the construction of 5.12 acres of wetland mitigation and associated buffers for the Miramar Park of Commerce Phase V development (06-03298-P) within the Miramar Park of Commerce Phase III development (06-02302-P) surface water management lake system. Staff recommends approval with conditions.

PROJECT EVALUATION:

PROJECT SITE DESCRIPTION:

The site is located east of Hiatus Road and south of Miramar Boulevard in the City of Miramar. The proposed wetland mitigation area will be constructed within an existing lake within the Miramar Park of Commerce Phase III development (refer to Exhibit No. 1).

PROPOSED PROJECT:

Proposed is the modification of Permit No. (06-02302-P) for the relocation of 5.12 acres of wetland mitigation area and associated buffers, required as compensation for wetland impacts associated with the Miramar Park of Commerce Phase V development, to the Miramar Park of Commerce Phase III development. The proposed wetland mitigation area for the wetland impacts associated with the Phase V development will be created by filling an existing lake within Phase III, located adjacent to an existing mitigation area required for wetland impacts associated with the Phase III development.

Additional storage provided by a proposed 5.12 acre lake within Phase V (Permit No. 06-03298-P) will compensate for the lake filled from Phase III. No other changes are proposed to the existing surface water management system.

LAND USE:

Construction:

Project:

	This Phase	Total Project	
Wetland	5.12	5.12	acres
Total:	5.12	5.12	

WATER QUANTITY :

Discharge Rate :

The proposed project is consistent with the land use and site grading assumptions from the design of the master surface water management system. Therefore, the surface water management system for this project has not been designed to limit discharge for the design event to a specified rate.

WATER QUALITY :

No adverse water quality impacts are anticipated as a result of the proposed project.

The applicant has provided reasonable assurances that water quality standards will not be violated as a result of the proposed work. Best Management Practices (BMPs) will be implemented and a turbidity barrier will be placed to contain turbidity during construction of the proposed wetland mitigation area (refer to Exhibit No. 3).

All erosion and turbidity control measures shall remain in place until the completion of the on-site construction and approval by the District's post-permit compliance staff.

WETLANDS:

Mitigation Proposal:

The proposed modification is to relocate the previously required mitigation associated with Miramar Park of Commerce Phase V (06-003298-P).

The proposed creation activities will include the backfilling of an existing lake within Phase III (-12.0 NGVD) to approximately one foot above the water level. The filled area will then be excavated to the proposed wetland elevations between 0.0' to 2.7' NGVD for the slough/marsh areas and 2.7' NGVD for the hydric islands. The areas will be planted with suitable plant species, as indicated on the proposed mitigation/planting plan (refer to Exhibit No. 3). The mitigation plan includes a 25' buffer on the east, west and south sides of the mitigation area that includes an open water slough and transitional wetland slope. To the north side is an existing mitigation area.

Monitoring/Maintenance:

Construction of the required mitigation areas will follow a phased schedule concurrent with wetland impacts (refer to Exhibit No. 8 and Special Condition No. 18. Monitoring of the mitigation areas will be conducted for a period of five (5) years in accordance with the attached Exhibit No. 4 and Special Condition Nos. 10. In addition, the wetland mitigation area will be maintained in perpetuity for the control of exotic and nuisance vegetation, to maintain survivorship of the planted wetland and transitional species and to ensure that the mitigation areas provide their intended ecological functions, in accordance with Exhibit No. 4 and Special Condition No. 11.

Wetland Inventory :

CONSTRUCTION MOD -MIRAMAR PARK OF COMMERCE PHASE V MITIGATION ONSITE

Pre-Development		Post-Development				
	Total Existing	Impacted	Undisturbed	Enhanced	Preserved	Restored/ Created
Fresh Water Herbaceous	.00					5.12
Total:	.00					5.12

LEGAL ISSUES:

The wetland mitigation area in Phase III for wetland impacts associated with Phase V will be legally preserved in the form of a joint conservation easement dedicated to the District and Broward County Environmental Planning and Environmental Protection (DPEP). The conservation easement shall be in substantial conformance with the signed, draft easement provided in Exhibit No. 5. The recorded easement shall be submitted to the District in accordance with the schedule specified in Special Condition Nos. 12 & 18.

As stated in the letter of commitment dated May 8, 2002 and received on May 9, 2002, maintained on file with the District and referenced herein as Exhibit No. 4, the entity responsible for the construction, monitoring and maintenance of the mitigation area will be the permittee-Sunbeam Development Corporation.

Once the project is certified by the District and transferred to the Operating Entity (Miramar Park of Commerce POA), the responsibility for the perpetual maintenance and success of the mitigation area will be also transferred to the Operating Entity (refer to Exhibit No. 7 - Amended Property Owner Association Document & Special Condition No. 14).

As evidence of financial responsibility to cover the estimated costs of the mitigation construction, maintenance and 5 year monitoring, the applicant, Sunbeam Development Corporation, has provided a draft Joint letter of Credit payable to the District and Broward County (DPEP) in the amount of \$64,746.00, which constitutes 110% of the estimated costs of completing the mitigation efforts. A copy of the draft joint letter of credit is attached as Exhibit No. 6. Pursuant to Special Condition Nos. 13 & 19, a copy of the executed joint letter of credit shall be submitted to the District no later than July 12, 2002.

CERTIFICATION AND MAINTENANCE OF THE WATER MANAGEMENT SYSTEM:

It is suggested that the permittee retain the services of a Professional Engineer registered in the State of Florida for periodic observation of construction of the surface water management (SWM) system. This will facilitate the completion of construction completion certification Form #0881 which is required pursuant to Section 10 of the Basis of Review for Environmental Resource Permit Applications within the South Florida Water Management District, and Rule 40E-4361(2), Florida Administrative Code (F.A.C.).

Pursuant to Chapter 40E-4 F.A.C., this permit may not be converted from the construction phase to the operation phase until certification of the SWM system is submitted to and accepted by this District. Rule 40E-4.321(7) F.A.C. states that failure to complete construction of the SWM system and obtain operation phase approval from the District within the permit duration shall require a new permit authorization unless a permit extension is granted.

For SWM systems permitted with an operating entity who is different from the permittee, it should be noted that until the permit is transferred to the operating entity pursuant to Rule 40E-1.6107, F.A.C., the permittee is liable for compliance with the terms of this permit.

The permittee is advised that the efficiency of a SWM system will normally decrease over time unless the system is periodically maintained. A significant reduction in flow capacity can usually be attributed to partial blockages of the conveyance system. Once flow capacity is compromised, flooding of the project may result. Maintenance of the SWM system is required to protect the public health, safety and the natural resources of the state. Therefore, the permittee must have periodic inspections of the SWM system performed to ensure performance for flood protection and water quality purposes. If deficiencies are found, it is the responsibility of the permittee to correct these deficiencies in a timely manner.

RELATED CONCERNS:

Water Use Permit Status:

A Water Use permit is not required for this project at this time. This permit does not release the permittee from obtaining all necessary Water Use authorization(s) prior to the commencement of activities which will require such authorization, including construction dewatering and irrigation, unless the work qualifies for a general permit issued pursuant to Section 40E-20 FAC.

DRI Status:

This project is a DRI (SFWMD ID No. 87-274). The Development Order for this DRI was issued by the City of Miramar on September 6, 1988.

Historical/Archeological Resources:

No information has been received that indicates the presence of archaeological or historical resources or that the proposed activities could cause adverse impacts to archaeological or historical resources.

DCA/CZM Consistency Review:

The District has not received a finding of inconsistency from the Florida Department of Community Affairs or other commenting agencies regarding the provisions of the federal Coastal Zone Management Plan.


Enforcement:

There has been no enforcement activity associated with this application.

STAFF REVIEW:

DIVISION APPROVAL:


NATURAL RESOURCE MANAGEMENT:



Anita R. Bain

DATE: 6/12/02

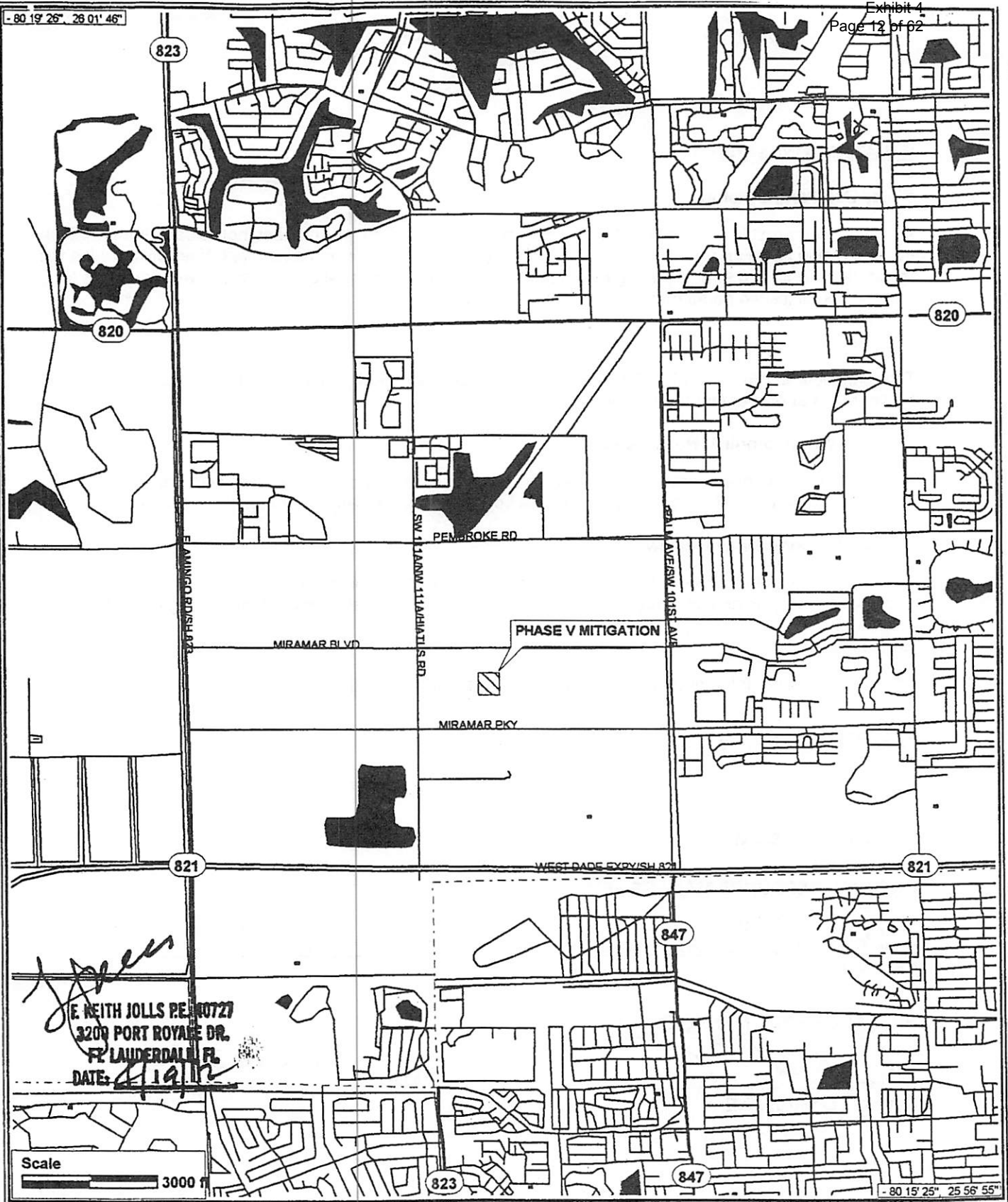
SURFACE WATER MANAGEMENT:



Carlos A. DeRojas, P.E.

DATE: 6/12/02

- 80 19' 26", 28 01' 46"



J. Green
 E. KEITH JOLLS PE #0727
 3200 PORT ROYALE DR.
 FT LAUDERDALE, FL
 DATE: 4/19/12



- 80 15' 25", 25 56' 55"

Map created using Precision Mapping 3.0

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LOCATION MAP

MIRAMAR PARK OF COMMERCE
 PHASE V MITIGATION
 FOR:
 SUNBEAM PROPERTIES, INC
 MIRAMAR, FLORIDA



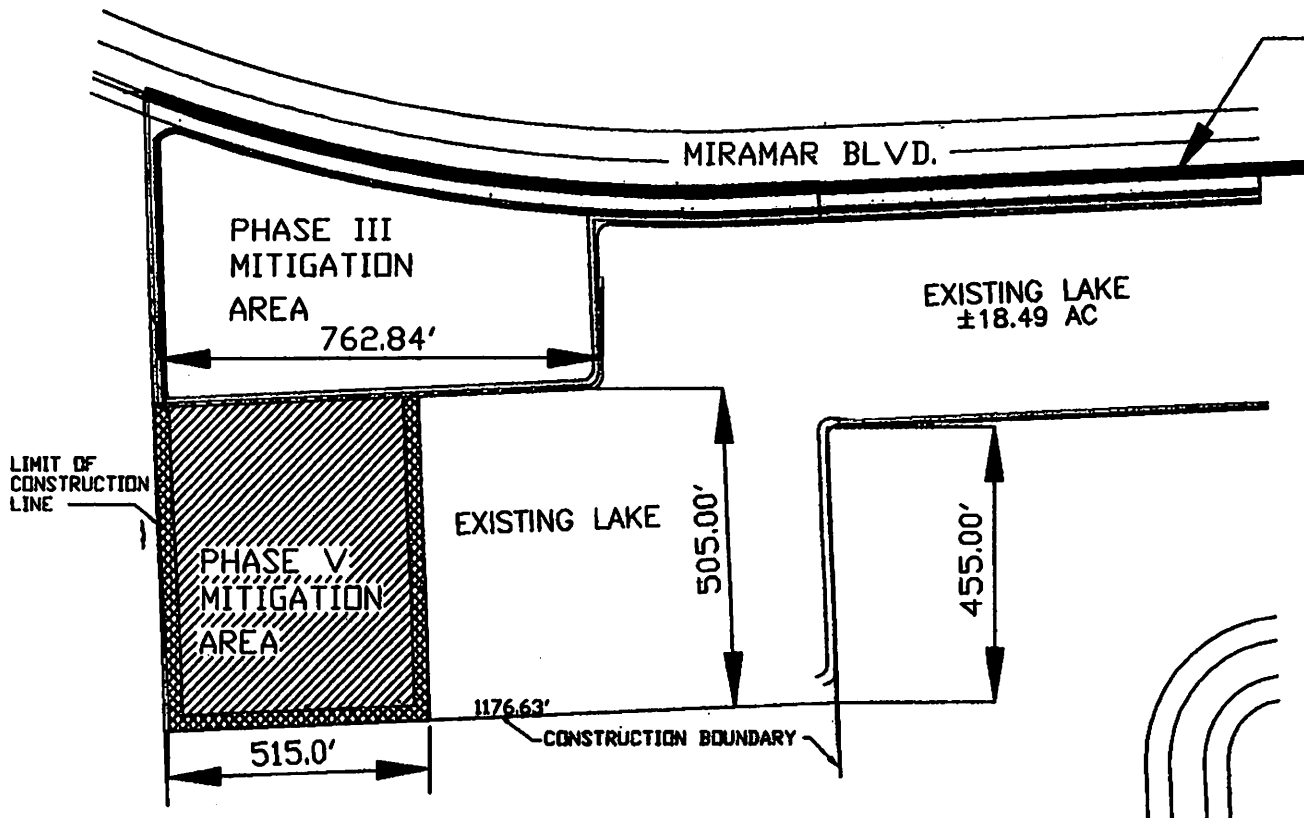
PHILLIP R. JIMRUSTI
 & ASSOCIATES, INC.
 ECOLOGICAL ENGINEERS
 ENVIRONMENTAL CONSULTANTS

12730 S.W. 30th Court
 DAVIE, FLORIDA 33317
 (954) 370-8870

PROJECT No.
102-6
 COMP. NAME
PHASE V MOD
 FILE NAME
LOC MAP

12/3/01
 SHEET 1 OF 5

EXHIBIT 1



THIS AREA PREVIOUSLY PERMITTED

SFWMD ON 9/26/96
06-02302-P
BCDNRP ON 10/30/96
DF96-1018
USACOE ON 11/22/96
199100552 (IP-EJ)

NORTH
N.T.S.



PLAN

EXHIBIT 4
(Page 29 2)

MITIGATION AREA
5.12 ACRES

25' BUFFER AREA
0.85 ACRES

LAKE FILL AREA
5.68 ACRES
90,000 Cu. Yds.

CONSERVATION ESMT.
5.97 ACRES

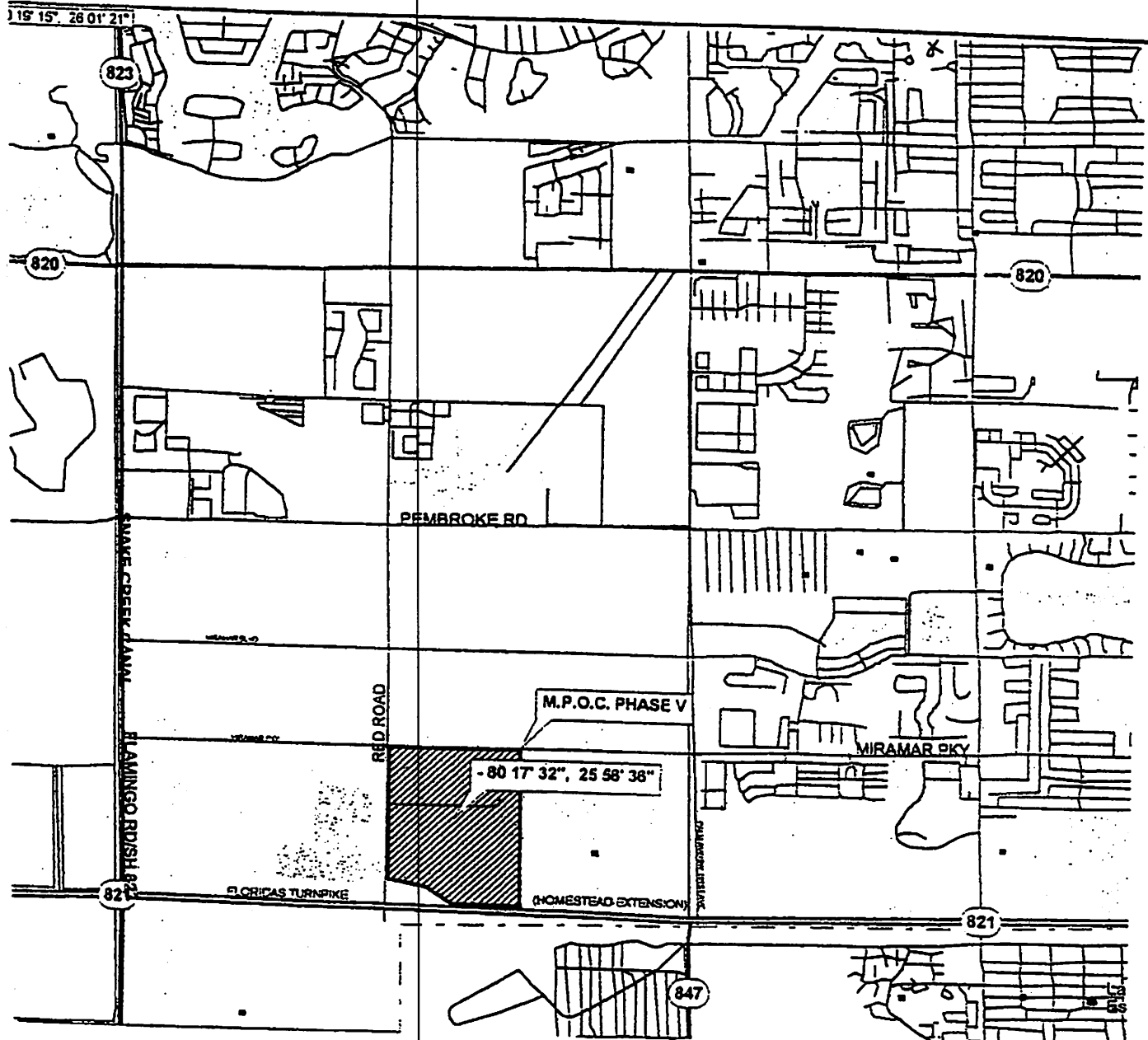
J. Jimrusti
E. WEITH HILLS P.E. 40727
3200 FORT ROYALE DR.
FT. LAUDERDALE, FL
DATE: 4/19/02

SITE PLAN
MIRAMAR PARK OF COMMERCE
PHASE V MITIGATION
FOR:
SUNBEAM PROPERTIES, INC
MIRAMAR, FLORIDA



PHILLIP R. JIMRUSTI
& ASSOCIATES, INC.
ECOLOGICAL ENGINEERS
ENVIRONMENTAL CONSULTANTS
12790 S.W. 12th Court
DAVIE, FLORIDA 33325
(954) 970-8870

PROJECT No.
102-6
COMP. NAME
PHASE V MOD
FILE NAME
SITE
DATE
12/3/01
SHEET 2 OF 5



NORTH



[Signature]
 E. KATHY VOLLS PE. 40727
 3200 FORT ROYALE DR.
 FT. LAUDERDALE, FL
 DATE: *1/11/00*

AREA LOCATION MAP

MPOC PHASE V
 FOR:
 SUNBEAM PROPERTIES
 PEMBROKE PINES, FLORIDA
 BROWARD COUNTY S30, T51, R41



PHILLIP R. JIMRUSTI
 & ASSOCIATES, INC.

ECOLOGICAL ENGINEERS
 ENVIRONMENTAL CONSULTANTS

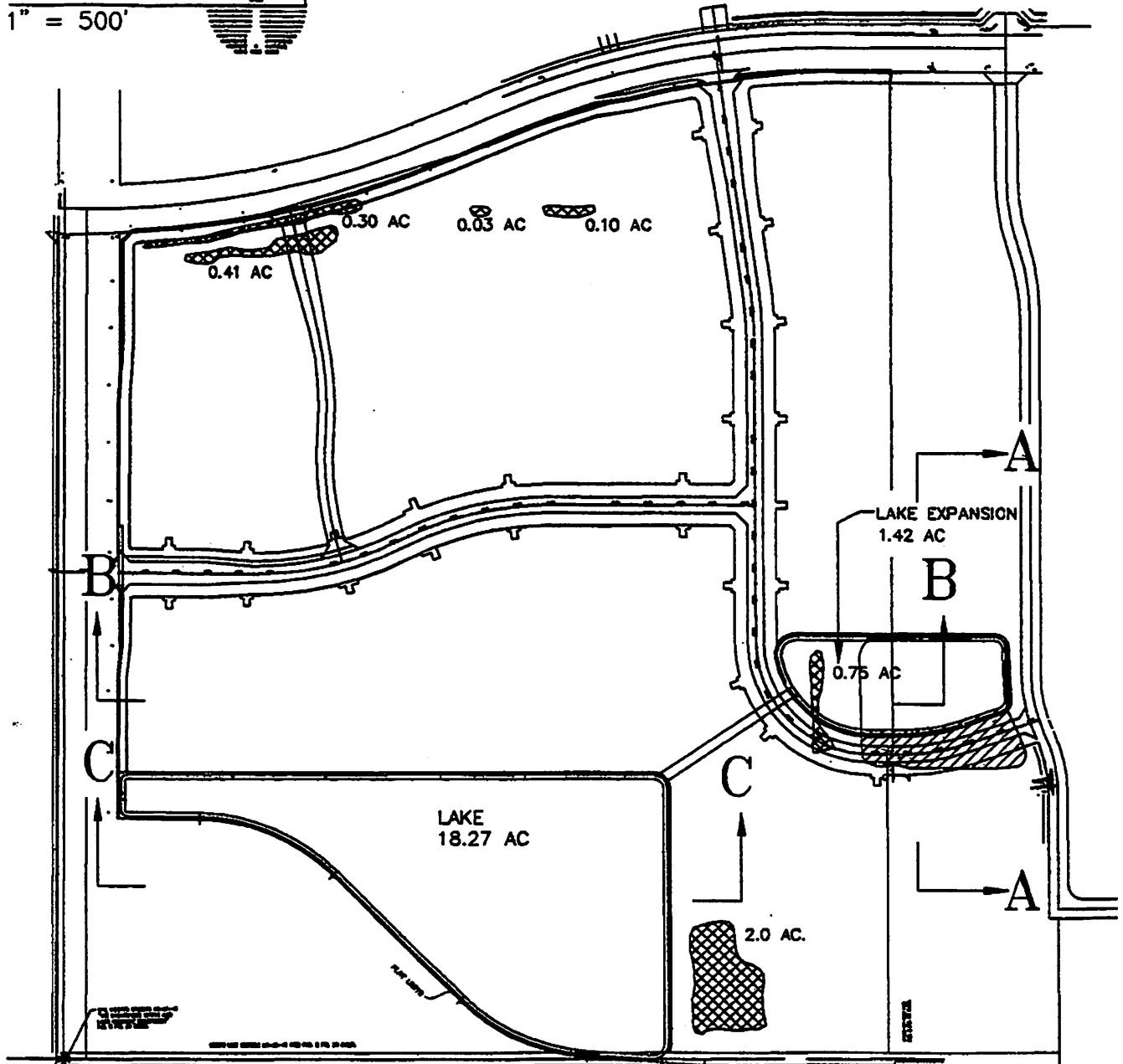
12730 S.W. 12th St
 DAVIE, FLORIDA 33425
 (954) 870-8500

PROJECT No.	102-11
COMP. NAME	MPOCV
FILE NAME	LOC_MAP
DATE	1/3/00
SHEET 1 OF	2

EXHIBIT 2

(page 1 of 2)

NORTH
1" = 500'



FLORIDA TURNPIKE EXTENSION
DEPARTMENT OF TRANSPORTATION MAP 2807-128E

PLAN

LEGEND

JURISDICTIONAL WETLANDS
3.59 AC.

FILLED OTHER WATERS 1.16 AC.

PROPOSED MITIGATION
5.12 AC.

TOTAL ACREAGE APPROX.
±144.0 AC.

[Signature]
KEITH JOLLS P.E. 40727
3200 PORT ROYALE DR.
FT. LAUDERDALE, FL
DATE: *[Signature]*

NO.	REVISION	DATE	BY
3	REMOVE MITIGATION	12/3/01	PRJ
2	GENERAL	11/13/00	AS
1	GENERAL	10/2/00	AS

SITE PLAN

MPOC PHASE V
FOR:
SUNBEAM PROPERTIES
PEMBROKE PINES, FLORIDA
BROWARD COUNTY S30, T51, R41



PHILLIP R. JIMRUSTI
& ASSOCIATES, INC.

ECOLOGICAL ENGINEERS
ENVIRONMENTAL CONSULTANTS

12730 S.W. 12th Court
DAVIS, FLORIDA 33325

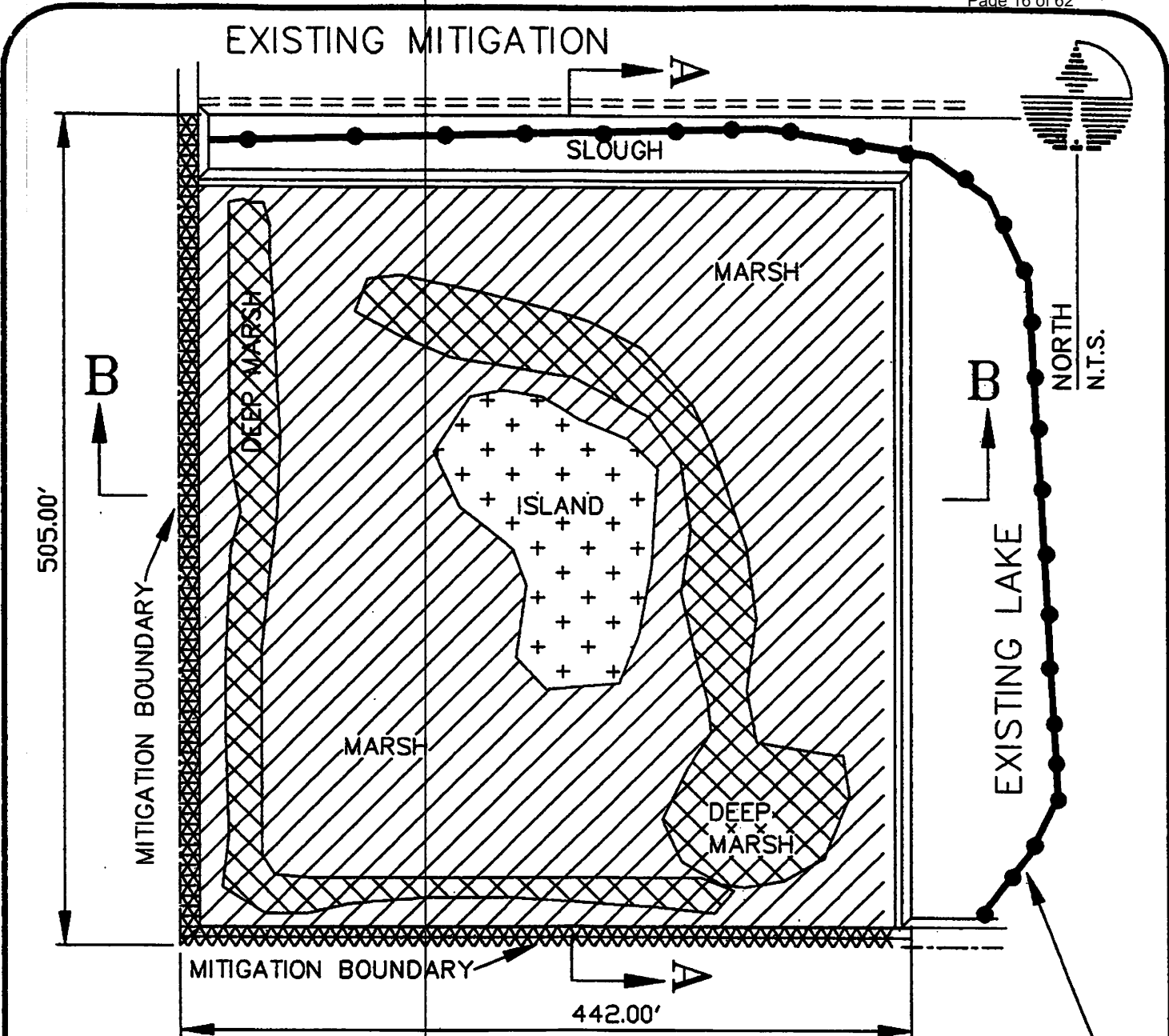
(954) 372-8870

PROJECT No.
102-15
COMP. NAME
PHASE V MOD
FILE NAME
JDSITE






DATE
12/13/00

SHEET 2 OF 4

EXHIBIT 2
(page 292)



PLAN

-  MARSH - 3.35 AC.
 -  DEEP MARSH - 0.83 AC.
 -  ISLAND - 0.36 AC.
 -  TRANSITIONAL SLOPE - 0.26 AC.
 -  SLOUGH - 0.32 AC.
- TOTAL MITIGATION - 5.12 AC.

Heen
E. KEITH JOLLS P.E. 40727
3200 PORT ROYALE DR.
FT. LAUDERDALE, FL
DATE: 2/19/01

MITIGATION PLAN
MIRAMAR PARK OF COMMERCE
PHASE V MITIGATION
FOR:
SUNBEAM PROPERTIES, INC
MIRAMAR, FLORIDA

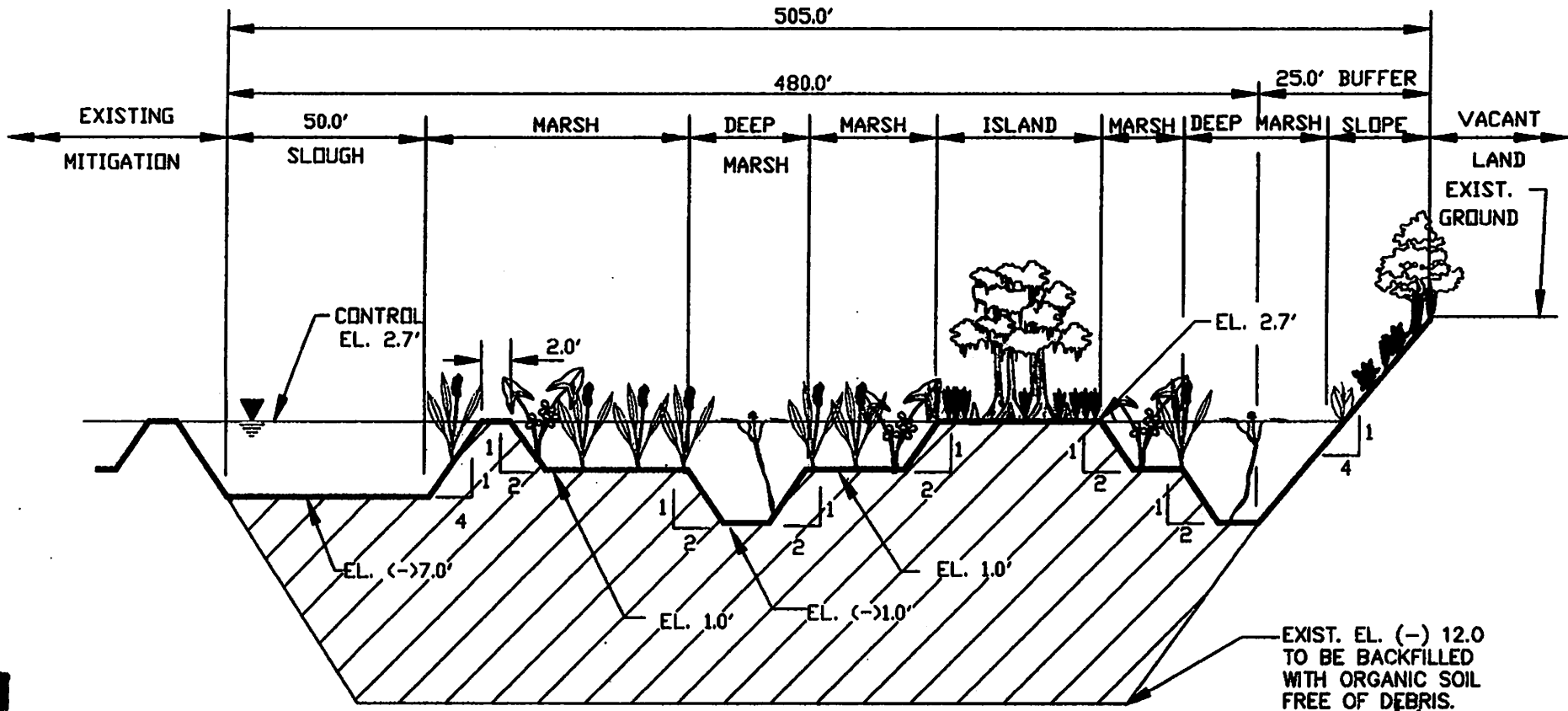


PHILLIP R. JIMRUSTI
& ASSOCIATES, INC.
ECOLOGICAL ENGINEERS
ENVIRONMENTAL CONSULTANTS
12730 S.W. 11th Court
DAVIE, FLORIDA 33316
(954) 375-8870

PROJECT No. 102-6
COMP. NAME PHASE V MOD
FILE NAME SITE
DATE 12/7/01
SHEET 3 OF 5

EXHIBIT 3

(page 178)



SECTION A-A

[Signature]
E. KENTHOLLS RE. 40727
3200 FORT ROYALE DR.
FT. LAUDERDALE, FL
DATE: 11/19/02

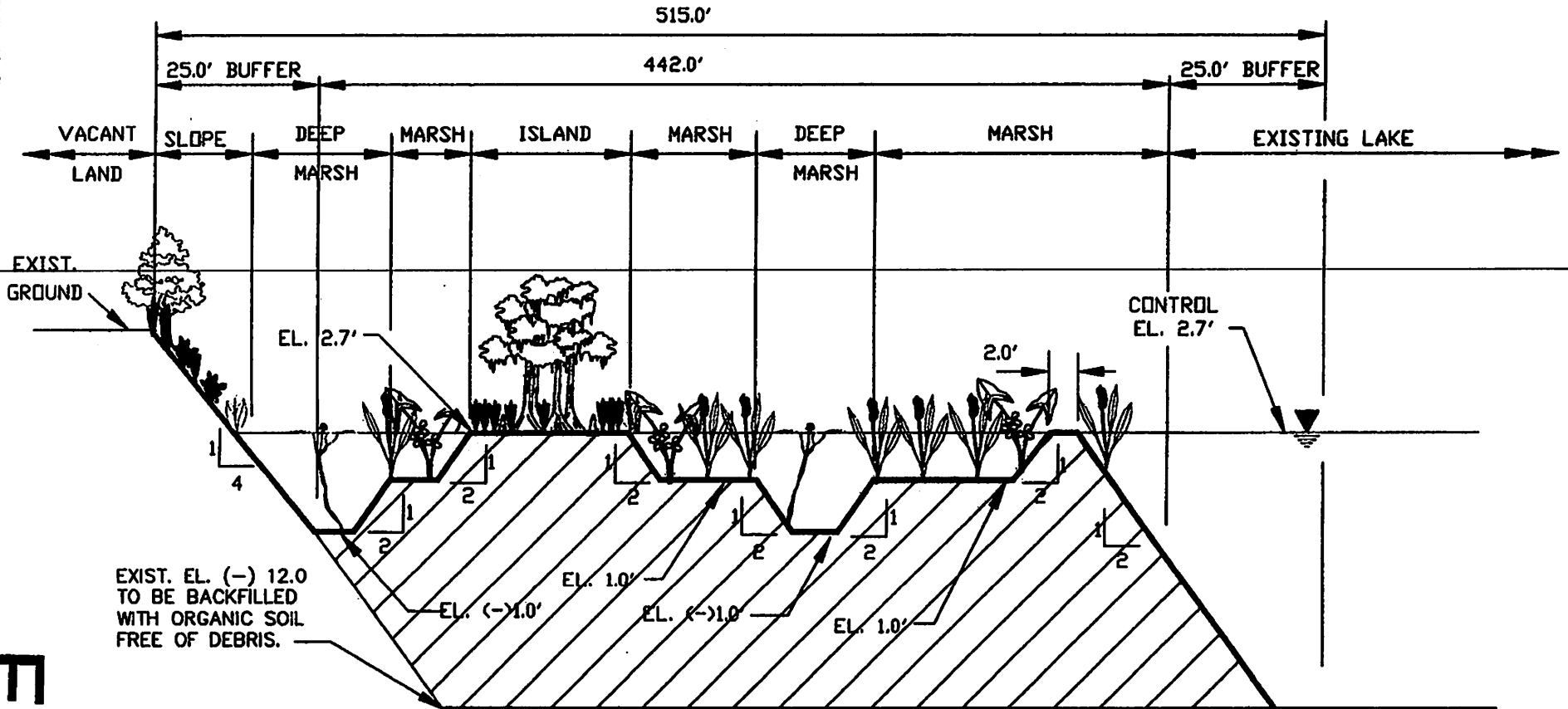
SECTION A-A
MIRAMAR PARK OF COMMERCE
PHASE V MITIGATION
FOR:
SUNBEAM PROPERTIES, INC
MIRAMAR, FLORIDA



PHILLIP R. JIMRUSTI
& ASSOCIATES, INC.
ECOLOGICAL ENGINEERS
ENVIRONMENTAL CONSULTANTS
12730 S.W. 18th Court
DAVIE, FLORIDA 33325
(954) 370-8870

PROJECT No.	102-6
COMP. NAME	PHASE V MOD
FILE NAME	X-SECT
DATE	12/3/01
SHEET	4 OF 5

EXHIBITS
(page 288)



SECTION B-B

EXHIBIT 3
(part 3 of 8)

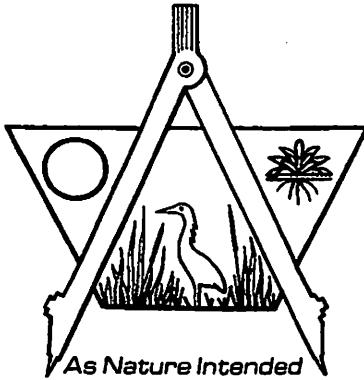
[Signature]
E. KEITH HOLLS P.E. 40727
3200 PORT ROYALE DR.
FT. LAUDERDALE, FL
DATE: *[Signature]*

SECTION B-B
MIRAMAR PARK OF COMMERCE
PHASE V MITIGATION
FOR:
SUNBEAM PROPERTIES, INC
MIRAMAR, FLORIDA



PHILLIP R. JIMRUSTI
& ASSOCIATES, INC.
ECOLOGICAL ENGINEERS
ENVIRONMENTAL CONSULTANTS
12750 S.W. 18th Court
DAVIE, FLORIDA 33325
(954) 370-8870

PROJECT No.	102-6
COMP. NAME	PHASE V MOD
FILE NAME	X-SECT
DATE	12/3/01
SHEET 5 OF 5	



Phillip R. Jimrusti & Associates, Inc.
ECOLOGICAL ENGINEERS
ENVIRONMENTAL CONSULTANTS

May 8, 2002

RECEIVED

MAY 13 2002

ENVIRONMENTAL SECTION NRM

Carolyn Farmer
South Florida Water Management District
PO Box 24680
3301 Gun Club Road
West Palm Beach, FL 33416-4680

**Re: Miramar Park of Commerce - Phase III Modification
SFWMD Permit No. 06-02302-P**

Dear Carolyn:

Attached is a map showing the location of the stockpiled material that will be used to backfill a portion of the existing lake to create 5.12 acres of wetlands. The material is organic topsoil that was removed from an adjacent site west of Hiatus Road. The material will be loaded into trucks and dumped at the waters edge of the area to be filled. A bulldozer will push the material into the water in order to create a platform approximately one foot above the water level. Once the platform is started, progressive dumping and pushing will fill the entire area. Because the material is 85 to 90 percent sand, compaction will occur due to the weight of the construction equipment and the action of the water.

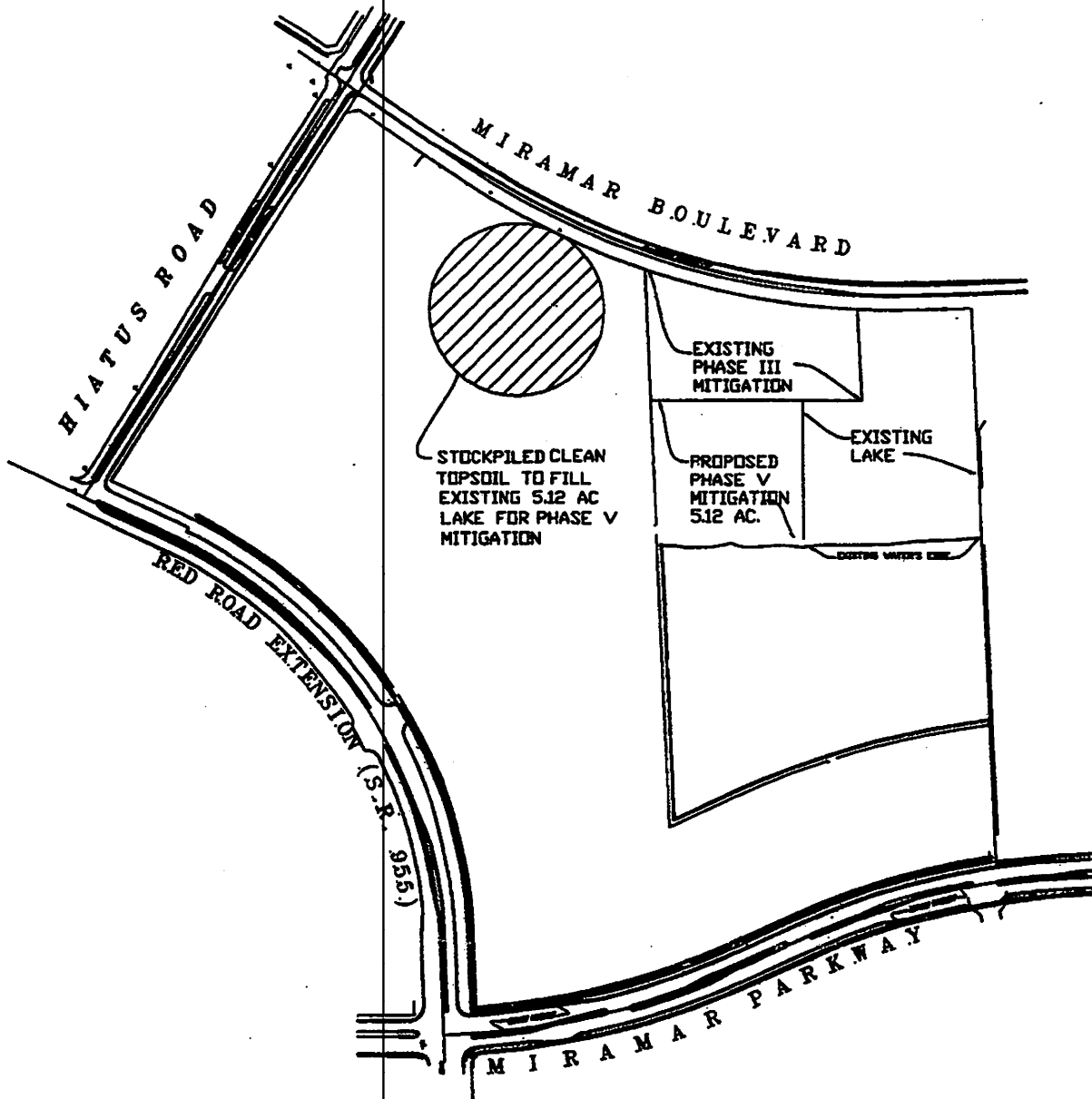
The next phase of the operation will be to excavate the fill material to the elevations shown on the permit sketches with a backhoe. Past experiences have shown that because of the composition of the material and the compaction, the slopes and contours will be maintained. The material excavated will be placed back into the stockpile. If you have any questions, please do not hesitate to call.

Sincerely,

Phillip R. Jimrusti
President

cc. Jim Goggins, Sunbeam Properties, Inc.

EXHIBIT 3
(page 4 of 8)



STOCKPILE LOCATION MAP
MPOC PHASE III MODIFICATION

MIRAMAR PARK OF COMMERCE - PHASE V

Broward County, Florida
Section 30, Township 51 South, Range 41 East

PLANTING SCHEDULE

TREES, SHRUBS, GROUND COVER AND AQUATIC VEGETATION WILL BE SELECTED FROM THE ATTACHED SPECIES LIST. SUFFICIENT SPECIES WILL BE SELECTED TO ALLOW FOR DIVERSITY. THE FOLLOWING SIZES AND SPACING WILL BE ADHERED TO AND WILL PROVIDE 100% COVERAGE OF THE SITE:

MARSH & TRANSITIONAL ZONES

<u>VEGETATION</u>	<u>SIZE</u>	<u>SPACING</u>
TREES	1, 3, & 7 GAL	10' oc
SHRUBS	1 & 3 GAL	5' oc
GROUND COVER	BR & 1 GAL	3' oc
AQUATICS	BR & 1 GAL	3' oc

PLANTING PLAN

ORIGINAL SUBMITTAL

ISLAND: Elevation - 2.7' NGVD

MAR 05 2002

Trees
Shrubs
Ground Cover

WPB

020305 - 5

MARSH: Elevation - 1.5' NGVD to 2.7' NGVD

Aquatics

SLOUGH: Elevation - 0.0' NGVD to 1.5' NGVD

Aquatics

MIRAMAR PARK OF COMMERCE - PHASE V

VEGETATION LIST

Select 3 Species Minimum

Trees:

Elevation - 2.7' NGVD

<u>Acer rubrum</u>	(RED MAPLE)
<u>Annona glabra</u>	(POND APPLE)
<u>Bursera simaruba</u>	(GUMBO LIMBO)
<u>Celtis laevigata</u>	(SUGARBERRY)
<u>Chrysophyllum oliviforme</u>	(SATIN LEAF)
<u>Coccoloba diversifolia</u>	(PIGEON PLUM)
<u>Conocarpus erectus</u>	(GREEN BUTTONWOOD)
<u>Ilex cassine</u>	(DAHOON HOLLY)
<u>Magnolia virginiana</u>	(SWEET BAY)
<u>Mastichodendron foetidissimum</u>	(MASTIC)
<u>Nyssa sylvatica</u>	(BLACK GUM)
<u>Persea borbonia</u>	(RED BAY)
<u>Persea palustris</u>	(SWAMP BAY)
<u>Pinus elliotii</u>	(SLASH PINE)
<u>Quercus laurifolia</u>	(LAUREL OAK)
<u>Quercus virginiana</u>	(LIVE OAK)
<u>Swietenia mahagoni</u>	(MAHOGANY)
<u>Taxodium distichum</u>	(BALD CYPRESS)

Palms:

Elevation - 2.7' NGVD

<u>Acoelorrhaphae (Paurotis) wrightii</u>	(PAUROTIS PALM)
<u>Sabal palmetto</u>	(CABBAGE PALM)
<u>Serenoa repens</u>	(SAW PALMETTO)
<u>Thrinax radiata</u>	(THATCH PALM)

Shrubs:

Elevation - 2.7' NGVD

<u>Baccharis halimifolia</u>	(SALT BUSH)
<u>Bumelia salicifolia</u>	(WILLOW BUSTIC)
<u>Callicarpa americana</u>	(BEAUTYBERRY)
<u>Capparis cynophallophora</u>	(JAMAICAN CAPER)
<u>Cephalanthus occidentalis</u>	(BUTTON BUSH)
<u>Chrysobalanus icaco</u>	(COCOPLUM)
<u>Conocarpus erectus var. sericeus</u>	(SILVER BUTTONWOOD)
<u>Eugenia foetida</u>	(SPANISH STOPPER)
<u>Hamelia patens</u>	(FIREBUSH)
<u>Itea virginica</u>	(VIRGINIA WILLOW)
<u>Myrcianthes fragrans</u>	(SIMPSON STOPPER)
<u>Myrica cerifera</u>	(WAX MYRTLE)
<u>Myrsine floridana</u>	(MYRSINE)
<u>Psychotria nervosa</u>	(WILD COFFEE)
<u>Salix floridana</u>	(WILLOW)
<u>Sambucus simpsonii</u>	(ELDERBERRY)

MIRAMAR PARK OF COMMERCE - PHASE V

VEGETATION LIST

Page - 2 -

Select 3 Species Minimum

Aquatics: Elevation - 0.0' NGVD to 2.7' NGVD

<u>Canna flaccida</u>	(CANNA LILY)
<u>Cladium jamaicense</u>	(SAWGRASS)
<u>Crinum americanum</u>	(SWAMP LILY)
<u>Eleocharis cellulosa</u>	(SPIKERUSH)
<u>Eleocharis geniculata</u>	(SPIKERUSH)
<u>Eleocharis interstincta</u>	(SPIKERUSH)
<u>Hymenocallis spp.</u>	(SPIDER LILY)
<u>Iris virginica</u>	(BLUE FLAG IRIS)
<u>Juncus effusus</u>	(SOFT RUSH)
<u>Lachnanthes caroliniana</u>	(RED ROOT)
<u>Nymphaea odorata</u>	(FRAGRANT WHITE WATER LILY)
<u>Peltandra sagittifolia</u>	(SPOONFLOWER)
<u>Peltandra virginica</u>	(ARROW-ARUM)
<u>Pontederia cordata</u>	(PICKERELWEED)
<u>Sagittaria lancifolia</u>	(ARROWHEAD/DUCK POTATO)
<u>Sagittaria latifolia</u>	(COMMON ARROWHEAD)
<u>Sagittaria montevidensis</u>	(ARROWHEAD)
<u>Sagittaria subulata</u>	(DWARF ARROWHEAD)
<u>Scirpus californicus</u>	(GIANT BULRUSH)
<u>Scirpus validus</u>	(BULRUSH)
<u>Scirpus tabernaemontani</u>	(SOFT-STEM BULRUSH)

Groundcovers: Elevation - 2.7' NGVD

<u>Acrostichum danaeifolium</u>	(LEATHERFERN)
<u>Blechnum serrulatum</u>	(SWAMP FERN)
<u>Hypericum fasciculatum</u>	(ST. JOHN'S WORT)
<u>Kosteletzkya spp.</u>	(MARSH-MALLOW)
<u>Muhlenbergia capillaris</u>	(MUHLY GRASS)
<u>Nephrolepis biserrata</u>	(SWORD FERN)
<u>Nephrolepis exaltata</u>	(BOSTON FERN)
<u>Osmunda regalis</u>	(ROYAL FERN)
<u>Saururus cernuus</u>	(LIZARD'S TAIL)
<u>Spartina alterniflora</u>	(SMOOTH CORDGRASS)
<u>Spartina bakeri</u>	(SAND CORDGRASS)
<u>Thalia geniculata</u>	(FIREFLAG)
<u>Tripsacum dactyloides</u>	(FAKAHATCHEE GRASS)
<u>Tripsacum floridanum</u>	(FLORIDA GAMA GRASS)
<u>Woodwardia virginica</u>	(CHAIN FERN)
<u>Zamia pumila</u>	(COONTIE)



May 8, 2002

Ms. Anita Bain
South Florida Water Management District
PO Box 24680
3301 Gun Club Road
West Palm Beach, Florida 33416-4680

**RE: Miramar Park of Commerce - Phase III Modification
SFWMD Permit No. 06-02302-P**

Dear Anita:

It is the intent of our company to monitor the additional 5.12 acres of mitigation on this project for five years and maintain the wetlands into perpetuity. This mitigation is compensation for impacts to wetlands on Phase V of Miramar Park of Commerce. If you have any questions, please do not hesitate to call.

Sincerely

James G. Goggins
Executive Vice President

/cap

EXHIBIT 4

(page 124)

1401 79th Street Causeway
Miami, Florida 33141
305 795-2611
305 795-2647 Fax

MIRAMAR PARK OF COMMERCE - PHASE V
Broward County, Florida

020305-5

ADDL/REVISED SUBMITTAL

MONITORING

APR 10 2002

1. Monitoring shall be conducted for a five year period to assure the permitting agencies that the mitigation is a success.
2. A time zero report shall be prepared and submitted to the Broward County Department of Planning & Environmental Protection (BCDP&EP), U.S. Army Corps of Engineers (COE) and the South Florida Water Management District (SFWMD) within 30 days of the completion of the planting. A quarterly monitoring report shall be prepared and submitted to BCDP&EP within 30 days from the end of each quarter. A monitoring report shall be submitted to COE and SFWMD on an annual basis within 30 days of the end of the 12 month period.
3. The monitoring report shall contain the following:
 - a. Plant species composition and percent cover as estimated by overall appearance in the littoral marsh. The transitional wetlands will be noted for survival, regeneration, recruitment, signs of stress, deterioration and percent infestation of exotics along one permanent and one random transect.
 - b. Color photographs of the site taken from the same position each quarter.
 - c. Composite surface water elevation at the time of monitoring.
 - d. A general discussion of the site to include quantitative data, water quality, wildlife usage, percent survival and any unusual circumstances concerning the planting area.

EXHIBIT 4
(page 2 of 4)

MIRAMAR PARK OF COMMERCE - PHASE V

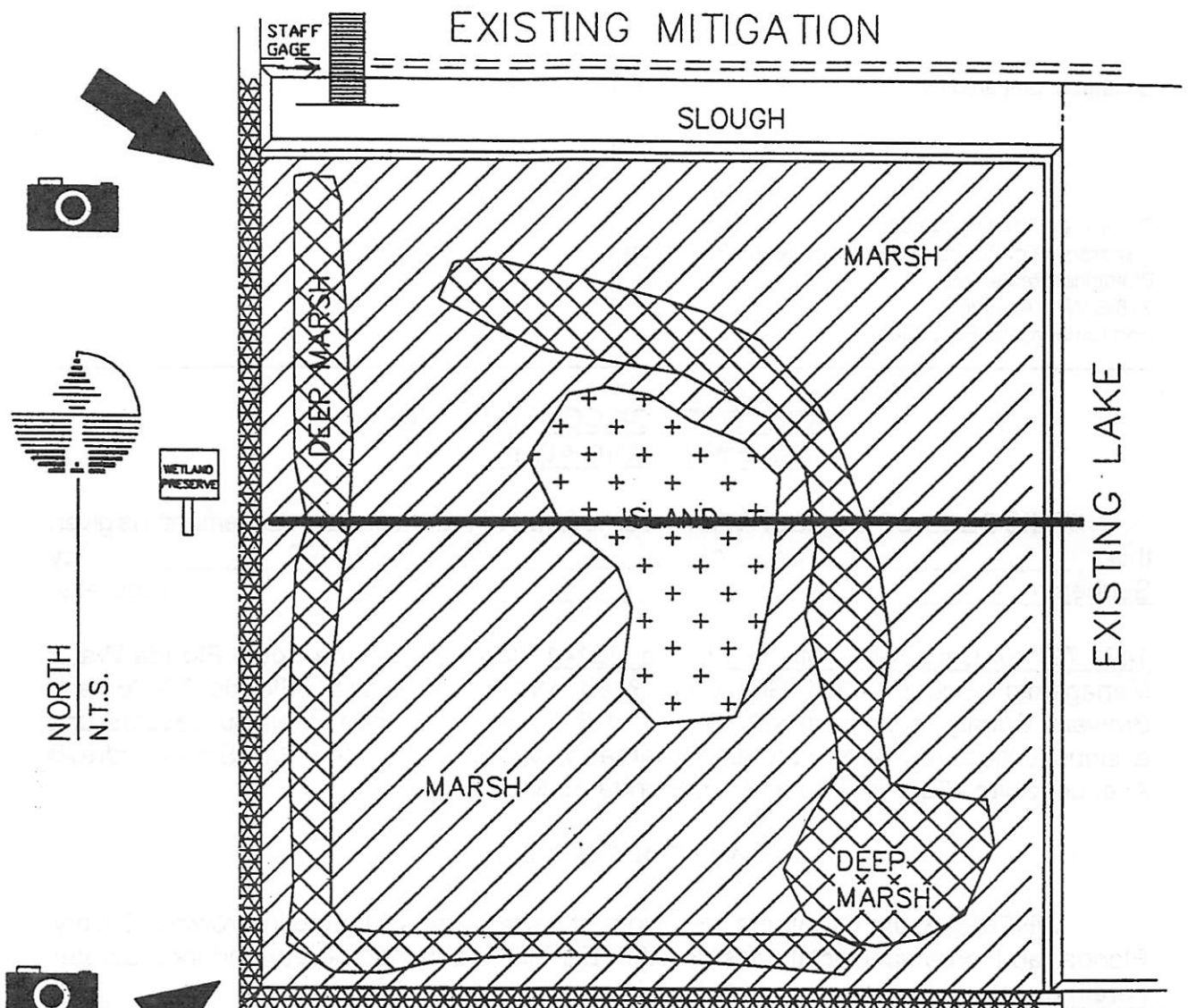
Broward County, Florida

MAINTENANCE

The littoral marsh, littoral slopes and transitional wetlands shall be maintained on a monthly basis for a five year period to control and remove undesirable, invasive and exotic (as defined by the Florida Exotic Pest Plant Council at the time of permit issuance) vegetative species such as cat-tail (Typha spp.); torpedo grass (Panicum repens), primrose willow (Ludwigia spp.), punk tree (Melaleuca quinquenervia), Australian pine (Casuarina equisetifolia) and Brazilian pepper (Schinus terebinthifolius). The undesirable species shall be removed by physically uprooting and disposing of the individual specimens or by spraying with an approved herbicide. Every attempt shall be made to attain zero percent coverage of exotic/nuisance plant species during the monthly maintenance event. At no time shall the coverage of undesirable species exceed five percent of the total vegetation. The maintenance shall continue beyond the monitoring period in perpetuity for the permanent viability of the created wetland.

SUCCESS

The mitigation will be considered successful if the areal coverage of desirable vegetative species in each habitat is 80 percent of the total mitigation area (excluding open water) at the end of the five year monitoring period. Intermediate success criteria shall include aquatic emergent coverage to be 30 percent after one year, 50 percent after two years and 80 percent after three years. Woody species will be replanted on an annual basis if the aggregate total of the specimens planted falls below 80 percent to restore the survival to 80 percent. If the monitoring reports demonstrate that 80 percent coverage has not been attained at the end of five years, sufficient replacement of vegetation will be installed to bring the areal coverage to the required 80 percent. Vegetation installed at the end of the five year period will be monitored until survival has been assured.



PLAN



ADDL/REVISED SUBMITTAL

APR 19 2002

020305-5

LEGEND

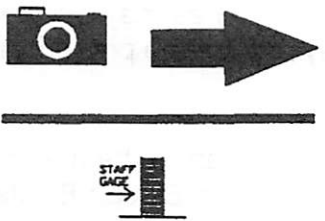


PHOTO POINT
TRANSECT
STAFF GAGE



SIGN LOCATION

PHOTO LOCATION MAP
MIRAMAR PARK OF COMMERCE
PHASE V MITIGATION
FOR:
SUNBEAM PROPERTIES, INC
MIRAMAR, FLORIDA



PHILLIP R. JIMRUSTI
& ASSOCIATES, INC.
ECOLOGICAL ENGINEERS
ENVIRONMENTAL CONSULTANTS
12730 S.W. 12th Court
DAVIE, FLORIDA 33322
(954) 333-8888

PROJECT No.	102-15
COMP. NAME	PHASE V MOD
FILE NAME	PHOTOLOC
DATE	12/18/01
SHEET	11 OF 1

EXHIBIT 4
(page 4 of 4)

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 _____, 2002 _____, by
Sunbeam Development Corporation, (address)

1401 79th St. Causeway, Miami, Florida 33141 ("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 Miramar Park of Commerce – Phase III
("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. DF96-1018 ("DPEP License") as may be modified
or reissued and District Permit No. 06-02302-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

EXHIBIT 5
(page 189)

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 (2000), 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 (with the exception of included wetlands which are to be enhanced, restored, or created as specified in the aforementioned DPEP License and District Permit) will be retained and maintained forever predominantly in the natural vegetative and hydrologic condition existing at the time of execution of this Conservation Easement. The included wetlands which are to be enhanced, restored, or created shall be maintained forever by the Grantor, its heirs, successors, or assigns, in the enhanced, restored, 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 enjoy 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 and hydrologic 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, Rule 40E-4, F.A.C., Chapter 373, Florida Statutes, or otherwise which may be available by law.

2. Except for the restoration, creation, enhancement, maintenance, and monitoring activities 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 natural condition;
 - (f) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation; including but not limited to 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.

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. Any costs, including but not limited to reasonable attorney's fees and administrative, trial and appellate court costs which are incurred in enforcing, judicially or otherwise, the terms and restrictions of this Conservation Easement, shall be borne by and recoverable against the non-prevailing party in such proceedings. In any action in which the Grantees prevail, the Grantees shall be entitled to recover the cost of restoring the Conservation Area to the natural vegetative and hydrologic condition existing at the time of execution of this Conservation Easement or to the vegetative and hydrologic condition required by the aforementioned 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, Rule 40E-4, F.A.C., 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'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 in Exhibits A and B, and be binding upon the fee simple title holder of the property as required hereunder.

11. If any provision of this Conservation Easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this Conservation Easement shall not be affected thereby, as long as the purpose of the Conservation Easement is preserved.
12. All notices, consents, approvals or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.
13. The terms, conditions, restrictions and purpose of this Conservation Easement shall be inserted by Grantor in any subsequent deed or other legal instrument by which Grantor divests itself of any interest in the property 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.
14. This Conservation Easement may be amended, altered, released or revoked only by written agreement between the parties hereto or their heirs, assigns and successors-in-interest, which shall be filed in the Public Records 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.

(Intentionally left blank)

IN WITNESS WHEREOF, JAMES G. GOGGINS has hereunto
set its authorized hand this 14 day of JANUARY, 2002

Signed, sealed and delivered
in our presence as witnesses:

By [Signature]
Print Name Cynthia Pavan

Sunbeam Development Corporation
Grantor

By [Signature]
Print Name JAMES G. GOGGINS
Title Exec. Vice President

By [Signature]
Print Name Karen Felton

ACKNOWLEDGMENT - INDIVIDUAL

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 14 day of
JANUARY, 2002 (date), by JAMES G. GOGGINS who is
 personally know to me, or
 produced identification. Type of identification produced _____.

NOTARY PUBLIC-STATE OF FLORIDA:

[Signature]
Signature of Notary Public - State of Florida

MARION L. SINGLETARY

Print, type, or stamp Commissioned Name
Affix Seal Below

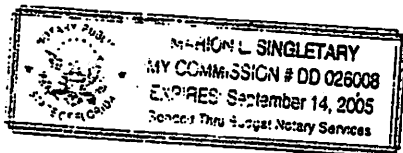


EXHIBIT 5
(page 6 of 9)

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 _____
____ day of _____, 20____

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

By _____
Assistant County Attorney

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Legal Form approved _____

Print Name _____

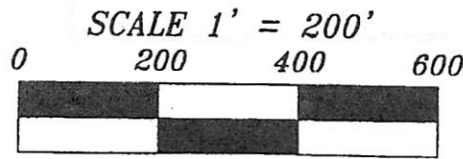
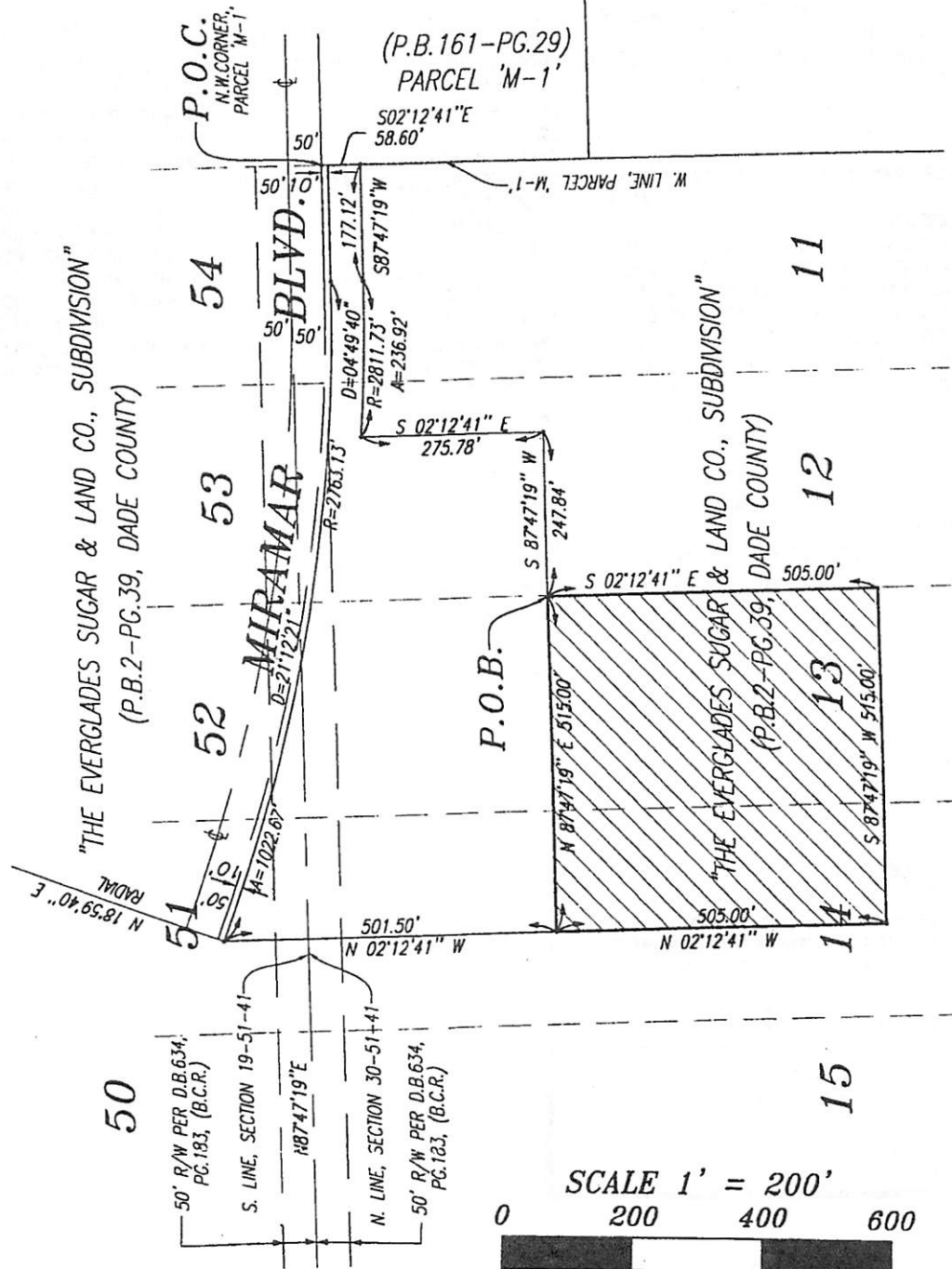
Date _____

EXHIBIT 5
(page 789)

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



SCALE 1" = 200'



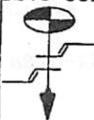
REVISED: 04-18-02; TO CREATE A 505' X 515'
CONSERVATION EASEMENT; ORDER # 185990.

SHEET 1 OF 2 SHEETS

File name: K:\305141\PHASEVMA.DWG

Schwelke-Shiskin & Associates, Inc.

LAND PLANNERS • ENGINEERS • LAND SURVEYORS (LB#87)
3240 CORPORATE WAY MIRAMAR, FLORIDA 33025 TEL. NO. (954)435-7010 FAX NO. (954)438-3288



ORDER NO. 185486

DATE: 01-28-02

THIS IS NOT A "BOUNDARY SURVEY"

PREPARED UNDER BY SUPERVISION

ALFONSO C. TELLO, SEC'Y--TREAS.

EXHIBIT 5
(page 8 of 9)

LEGAL DESCRIPTION TO ACCOMPANY SKETCH

(CONSERVATION EASEMENT)

PORTION OF TRACTS 13 AND 14, IN SECTION 30, TOWNSHIP 51 SOUTH, RANGE 41 EAST, "THE EVERGLADES SUGAR & LAND CO., SUBDIVISION OF SECTIONS 6, 7, 18, 19, 30 AND 31, TOWNSHIP 51 SOUTH, RANGE 41 EAST AND THE EAST HALF OF TOWNSHIP 51 SOUTH, RANGE 40 EAST", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, AT PAGE 39, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF PARCEL 'M-1', "MIRAMAR PARK OF COMMERCE PHASE III", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 161, AT PAGE 29, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE SOUTH 02 DEGREES 12 MINUTES 41 SECONDS WEST, ALONG THE WEST BOUNDARY LINE OF SAID PARCEL 'M-1', FOR 58.60 FEET; THENCE SOUTH 87 DEGREES 47 MINUTES 19 SECONDS WEST, AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, FOR 177.12 FEET, TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY, WESTERLY AND NORTHWESTERLY, ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 2811.73 FEET AND A CENTRAL ANGLE OF 04 DEGREES 49 MINUTES 40 SECONDS, FOR AN ARC DISTANCE OF 236.92 FEET, TO A POINT ON SAID CURVE; THENCE SOUTH 02 DEGREES 12 MINUTES 41 SECONDS EAST, FOR 275.78 FEET; THENCE SOUTH 87 DEGREES 47 MINUTES 19 SECONDS WEST, AT RIGHT ANGLES TO THE LAST AND NEXT MENTIONED COURSES, FOR 247.84 FEET, TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL; THENCE SOUTH 02 DEGREES 12 MINUTES 41 SECONDS EAST, FOR 505.00 FEET; THENCE SOUTH 87 DEGREES 47 MINUTES 19 SECONDS WEST, AT RIGHT ANGLES TO THE LAST AND NEXT MENTIONED COURSES, FOR 515.00 FEET; THENCE NORTH 02 DEGREES 12 MINUTES 41 SECONDS WEST, FOR 505.00 FEET; THENCE NORTH 87 DEGREES 47 MINUTES 19 SECONDS EAST, AT RIGHT ANGLES TO THE LAST MENTIONED COURSE, FOR 515.00 FEET, TO THE POINT OF BEGINNING.

LYING AND BEING IN THE CITY OF MIRAMAR, BROWARD COUNTY, FLORIDA.



NOTES:

BEARINGS SHOWN HEREON REFER TO AN ASSUMED N87°47'19"E, ALONG THE NORTH LINE OF SECTION 30, TOWNSHIP 51 SOUTH, RANGE 41 EAST.

ORDERED BY: SUNBEAM

PROPERTY AS DESCRIBED ABOVE, CONTAINS 5.9705±ACRES.

LEGEND:

-  DENOTES CENTER LINE
-  DENOTES PROPERTY LINE
- P.O.C. DENOTES POINT OF COMMENCEMENT
- P.O.B. DENOTES POINT OF BEGINNING
- P.B. DENOTES PLAT BOOK
- PG. DENOTES PAGE
- D.B. DENOTES DEED BOOK
- B.C.R. DENOTES BROWARD COUNTY RECORDS
- R/W DENOTES RIGHT-OF-WAY
- R DENOTES RADIUS
- D DENOTES DELTA OR CENTRAL ANGLE
- A DENOTES ARC DISTANCE

REVISED: 04-18-02; TO CREATE A 505' X 515' CONSERVATION EASEMENT; ORDER # 185990.

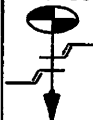
SHEET 2 OF 2 SHEETS

File name: K:\305141\PHASEVMA.DWG

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ORDER NO. 185486

PREPARED UNDER BY SUPERVISION

DATE: 01-28-02

THIS IS NOT A "BOUNDARY SURVEY"

ALFONSO C. TERRY

EXHIBIT 5
STATE OF FLORIDA

(page 9 of 9)

MIRAMAR PARK OF COMMERCE

PHASE V

Broward County, FL

REVISED MITIGATION COST ESTIMATE

<u>TASK</u>	<u>COST</u>
Muck Placement and Finished Grade	\$ 8,260.00
Planting	\$ 25,600.00
Monitoring (20 Quarters)	\$ 15,000.00
Maintenance (60 Months)	\$ 10,000.00
Total	\$ 58,860.00
10% of Total	\$ 5,886.00
110%	\$ 64,746.00

ADDL/REVISED SUBMITTAL

APR 19 2002

- 020305 - 5

**STATE OF FLORIDA/ BROWARD COUNTY
JOINT PERFORMANCE BOND
TO DEMONSTRATE FINANCIAL ASSURANCE**

Date Bond executed: May 29, 2002	
Effective Date: May 29, 2002	
Principal:	
Sunbeam Development Corp. 1401 79th Street Causeway Miami, FL 33141	
Type of Organization:	<input type="checkbox"/> Individual <input type="checkbox"/> Joint Venture <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation
State of Incorporation:	Indiana
License and Registration: The Surety is licensed and registered in the State of Florida.	
Surety(ies):	Travelers Casualty and Surety Company of America One Tower Square Hartford, CT 06183
Project name: <u>MIRAMAR PARK OF COMMERCE PHASE V</u>	
Scope of coverage: Mitigation, maintenance and monitoring pursuant to the requirements of Permit Number 06-02302-P issued by the South Florida Water Management District ("District") and License Number DF96-1018 issued by the Broward County Department of Planning and Environmental Protection ("DPEP") including the plans approved by said permits.	
Total penal sum of Bond:	<u>\$64,746.00</u>
Surety's Bond number:	#103746880

Period of Coverage: This Bond shall continue to be effective until notification of final release by the District and DPEP (collectively referred to as the "Permitting Agencies"). The Permitting Agencies shall provide this notification of final release within 30 days of determining the mitigation is successful in accordance with subsection 4.3.6, B.O.R. incorporated by reference into Rule 40E-4.091, Florida Administrative Code, and Chapter 27 of the Broward County Code of Ordinances.

KNOW ALL PERSONS BY THESE PRESENTS, that we, the Principal and Surety(ies) hereto are firmly bound to the Permitting Agencies in the above penal sum for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally provided that; where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly, and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.

NOW, THEREFORE, the conditions of the obligation are such that if the Principal shall successfully complete mitigation, maintenance and monitoring to the satisfaction of the Permitting Agencies which this Performance Bond ("Bond") guarantees, as required by District Permit Number 06-02302-P and DPEP License Number DF96-1018 , and the plans approved by such permit, as such permit and plans may be amended, pursuant to all applicable laws, statutes, rules, and regulations, as such laws, statutes, rules, and regulations may be amended.

Or, if the Principal shall provide alternate financial assurance, as specified in the administrative rules of the District and approved by DPEP, and obtain the Permitting Agencies' written approval of such assurance, within 90 days after the date notice of cancellation is received by both the Principal and the Permitting Agencies from the Surety(ies), then this obligation shall be null and void, otherwise it is to remain in full force and effect.

Such obligation does not apply to any of the following:

- (a) Any obligation of Sunbeam Development Corp. under a workers' compensation, disability benefits, or unemployment compensation law or other similar law;
- (b) Bodily injury to an employee of Sunbeam Development Corp. arising from, and in the course of, employment by Sunbeam Development Corp.;
- (c) Bodily injury or property damage arising from the ownership, maintenance, use, or entrustment to others of any aircraft, motor vehicle, or watercraft;

- (d) Property damage to any property owned, rented, loaned to, in the care, custody, or control of, or occupied by Sunbeam Development Corp. that is not the direct result of a construction or implementation activity for the mitigation, maintenance and monitoring required pursuant to District Permit Number 06-02302-P or DPEP License Number DF96-1018; or
- (e) Bodily injury or property damage for which Sunbeam Development Corp. is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

The Surety(ies) shall become liable on this Bond obligation only when the Principal has failed to fulfill the conditions described above.

Upon written notification by the Director of the Natural Resource Management Department of the District or by the Director of the Biological Resources Division of DPEP that the Principal has been found in violation of the requirements of Permit Number 06-02302-P and/or License Number DF96-1018 by failing to perform the mitigation, maintenance and monitoring activities for which this Bond guarantees performance, the Surety(ies) shall, within 60 days of receiving such notice, either perform such construction and implementation in accordance with the permit and other permit requirements and pursuant to the written directions of the District, or DPEP, as applicable, or place the Bond amount guaranteed for the mitigation, maintenance and monitoring (the total penal sum of this Bond) into a standby trust fund as directed by the Permitting Agency.

Upon notice of cancellation of the Bond and notification by the Director of the Department of Resource Management of the District or the Director of the Biological Resources Division of DPEP that the Principal has failed to provide alternate financial assurance and obtain written approval of such assurance from the Permitting Agencies during the 90 days following receipt by both the Principal and the Permitting Agencies of a notice of cancellation of the Bond, the Surety(ies) shall place funds in the amount guaranteed for the mitigation; maintenance and monitoring (the total penal sum of this Bond) into a standby trust fund as directed by the Permitting Agencies.

The Surety(ies) hereby waive(s) notification of amendments to the mitigation plans, permits, applicable laws, statutes, rules, and regulations and agree(s) that no such amendment shall in any way alleviate its (their) obligation on this Bond.

The liability of the Surety(ies) shall not be discharged by any payment or succession of payments hereunder, unless and until such payment or payments shall amount in the aggregate to the penal sum shown on the face of the Bond, but in no event shall the obligation of the Surety(ies) hereunder exceed the amount of said penal sum.

The Principal may terminate this Bond by sending written notice to the Surety(ies);

written authorization for termination of the Bond by the Permitting Agencies and Surety(ies) hereby agree to adjust the penal sum of the Bond every two years so that it guarantees increased or decreased mitigation, maintenance and monitoring cost provided that no decrease in the penal sum takes place without the written permission of the Permitting Agencies.

IN WITNESS WHEREOF, the Principal and Surety(ies) have executed this Bond and have affixed their seals on the date set forth above.

The persons whose signatures appear below hereby certify that they are authorized to execute this Bond on behalf of the Principal and Surety(ies).

PRINCIPAL: [REDACTED] Sunbeam Development Corp.	CORPORATE SURETY(IES) For each co-surety provide the following:
Signature <i>James G. Goggins</i>	Name and Address
Type name and Title: James G. Goggins, Exec. VP	State of Incorporation
	Liability Limit \$
	Signature <i>CJN</i>
	Charles J. Nielson, Attorney-in-Fact Type Name and Title & Florida Resident Agent
Corporate Seal	Corporate Seal

WFL-001.MAL/SC346271-01:7G07011.DOC/5/23/01

**FOURTH AMENDMENT TO THE DECLARATION
OF COVENANTS AND RESTRICTIONS FOR
MIRAMAR PARK OF COMMERCE**

THIS FOURTH AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE MIRAMAR PARK OF COMMERCE, made this as of the ____ day of February, 2001, by Sunbeam Properties, Inc., (the "Developer"), a Florida corporation, amends and modifies that certain Declaration of Covenants and Restrictions for the Miramar Park of Commerce dated April 15, 1987 and recorded in Official Records Book 14386, at Pages 480 through 496, inclusive, and the First Amendment thereto recorded in Official Records Book 17049, at Pages 510 through 512, inclusive, and the Second Amendment thereto recorded in Official Records Book 26936, Pages 004 through 009, inclusive, and the Third Amendment thereto recorded in Official Records Book 27821, Page 220-222, inclusive, in the public records of Broward County, Florida in the following respects:

I. DEFINITIONS.

The above referenced section of the Declaration of Restrictions for the Miramar Park of Commerce, as amended, is hereby amended by deleting "A. Developer" and substituting the following:

- I. "Developer" shall mean and refer to Sunbeam Properties, Inc., a Florida corporation, or Sunbeam Development Corporation, an Indiana corporation, or its successors or assigns, if any such successor or assign acquires any undeveloped portion of the Miramar Park of Commerce from the Developer for the purpose of development and is designated as such by Sunbeam Properties, Inc.

The above referenced section of the Declaration of Restrictions for the Miramar Park of Commerce, as amended, is hereby amended by deleting "I. Conservation Easement Areas" and substituting the following:

- "I. "Conservation Easement Areas" means those lands legally described in Exhibits "A", "B", and "C" attached hereto, and such other land from time to time designated as conservation easement areas and/or restricted in use to preservation, conservation, and enhancement of wetlands and related improvements on said property, and the

monitoring and perpetual maintenance of same, in accordance with the requirements and conditions of a South Florida Water Management District Permit and Broward County Department of Natural Resources Protection License.”

The above referenced section of the Declaration of Restrictions for the Miramar Park of Commerce, as amended, is hereby amended by adding the following:

“J. “Common Elements and Facilities” shall mean and refer to all property owned by the Association together with the lakes, wetland areas, drainage facilities, conservation easement areas, private streets or roads, signs, or other park improvements located within easement areas (including any and all personal property and improvements thereon), held for the common use and enjoyment of the Owners. Common Elements and Facilities are not dedicated for use by the general public, but may include the interest of Developer, as owner, or the Association, in those portions of the public roads or rights-of-way, lake banks, or other landscaped areas shown on any Plat that the Association may be obligated to maintain in accordance with the provisions thereof.”

II. PROPERTY SUBJECT TO THIS DECLARATION: ADDITIONS THERETO.

Section 1. Legal Description. The above-referenced Section of the Declaration of Covenants and Restrictions for the Miramar Park of Commerce, as amended, is hereby revised to include the following property:

See Exhibit “D” attached hereto.

Section 3. Addition of Land. The above referenced section of the Declaration of Covenants and Restrictions for the Miramar Park of Commerce, as amended, is hereby revised to include the following additional property:

See Exhibit “E” attached hereto.

III. COMMON MAINTENANCE RESPONSIBILITIES.

The above-referenced Article of the Declaration of Covenants and Restrictions for the Miramar Park of Commerce, as amended, is hereby deleted and substituted with the following:

Section 1. Maintenance by Developer. It shall be the duty of the Developer, until said duty is delegated to, and accepted by, the Association as set forth in Article IX, Section 5, to maintain in perpetuity the Common Elements and Facilities, including, the lakes, wetlands, water retention areas, Conservation Easement Areas, and drainage facilities, subject to funds being provided for said purposes pursuant to paragraph IV below. These duties include (i) the compliance with the requirements set forth in District Surface Water Permit or Wetland Resource Permit No. 06-02302-P issued by Broward County Department of Natural Resources Protection or South Florida Water Management District, and the duty to take action against lot owners as necessary to enforce the conditions of the Conservation Easement and the above-referenced permit; (ii) the maintenance of the landscaped portions of the street rights-of-way, portion of easements on which entry features are located, and the repair and maintenance of private streets.

Any costs, expenses, or liability incurred by Developer in connection with its maintenance and indemnity agreements with South Broward Drainage District or any other governmental or quasi-governmental agency in connection with the lakes, wetlands, water retention areas and/or drainage facilities shall be deemed part of Developer's duty to maintain the lakes and water retention areas.

Section 2. Maintenance by Owners. It shall be the duty of each owner to maintain the landscaping and the viability of the drainage swales within the easements on the periphery of its Lot and, where appropriate, to maintain lake banks adjoining lake side Lots. Vegetation created to provide wetland and upland buffers may not be altered from their permitted condition by Owners, except for removal or restoration of exotic or nuisance vegetation in accordance with the restoration plan included in the conservation easement/permit referenced in Section 1 above. For purposes of this section, exotic vegetation may include malaleuca, Brazilian pepper, Australian pine, and Japanese climbing fern. Nuisance vegetation may include cattails, primrose willow and grape vine.

IV. COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 2. Purpose of Assessments. The above-referenced Section of the Declaration of Covenants and Restrictions for Miramar Park of Commerce as amended, is hereby deleted and substituted with the following:

"The annual and special assessments levied by the Developer shall be used exclusively for the purpose of promoting the health, safety, security, welfare of the Owners of the Miramar Park of Commerce, and in particular for (i) the improvement and maintenance of the Common Elements and Facilities, including, but not limited to, the landscaped portions of the streets or other rights-of-way, lake banks, and other park improvements located in easement areas, and (ii) the repair and maintenance of private streets, and the lakes, wetlands, water retention areas, and drainage facilities. Said assessments shall include, but not be limited to, the cost of taxes, insurance, labor, equipment, lighting, landscaping, painting, cleaning, materials, and maintenance, plus 15% of all such direct costs for Developer's overhead and maintenance".

Section 4. Uniform Rate of Assessment. The above referenced section of the Declaration of Covenants and Restrictions for Miramar Park of Commerce, as amended, is hereby deleted and substituted with the following:

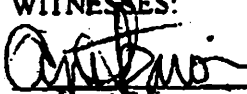
"All regular and special assessments shall be at a uniform rate for each acre and portion thereof of each Lot, within any particular phase of the Miramar Park of Commerce, including those Lots owned by Developer in the Miramar Park of Commerce. Developer reserves the right to make equitable allocations of expenses incurred in connection with the promotion of the health, safety, security, and welfare of the Owners of the Miramar Park of Commerce, on a phase by phase basis, provided any such equitable allocation of expenses is reasonably related to the actual burdens incurred for, and benefits derived by, any particular phase of the Miramar Park of Commerce for which such equitable allocation shall be made."


VII. RESTRICTIONS.

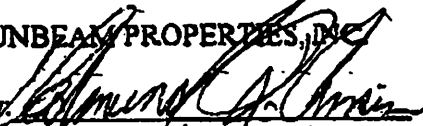
Section 12. Streets. The above referenced Article of the Declaration of Covenants and Restrictions for Miramar Park of Commerce, as amended, is hereby deleted.

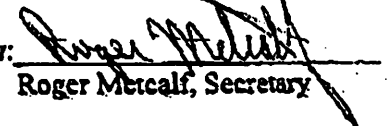
This Fourth Amendment to the Declaration of Covenants and Restrictions for the Miramar Park of Commerce shall become effective upon its recordation in the public records of Broward County, Florida.

IN WITNESS WHEREOF, the Developer has caused these presents to be executed as required by law on the day and year first above written.

WITNESSES:




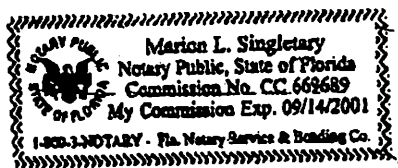
SUNBEAM PROPERTIES, INC
By: 
Edmund N. Ansin, President

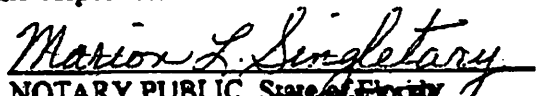
Attest: 
Roger Metcalf, Secretary

(corporate seal)

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

The foregoing Fourth Amendment to the Declaration of Covenants and Restrictions for the Miramar Park of Commerce was acknowledged before me this 26 day of February, 2001, by Edmund N. Ansin and Roger Metcalf, as President and Secretary, respectively, of Sunbeam Properties, Inc., a Florida corporation, on behalf of the corporation.

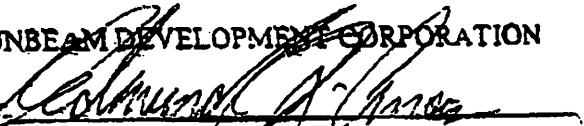
My Commission Expires:

Marion L. Singletary
Notary Public, State of Florida
Commission No. CC 662689
My Commission Exp. 09/14/2001
1-800-3-NOTARY - Fla. Notary Service & Bonding Co.


NOTARY PUBLIC, State of Florida
MARION L. SINGLETARY

Printed Signature

JOINDER

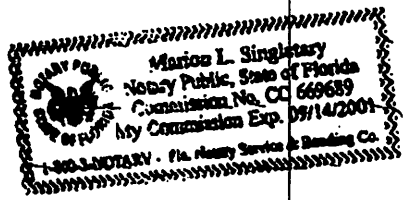
Sunbeam Development Corporation, by and through its undersigned agent hereby affirms its consent to be bound by the terms and conditions of the foregoing Declaration of Covenants and Restrictions for Miramar Park of Commerce, as amended.

SUNBEAM DEVELOPMENT CORPORATION
By: 
Edmund N. Ansin, President

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

The foregoing Joinder was acknowledged before me this 26 day of February, 2001, by Edmund N. Ansin, as President, of Sunbeam Development Corporation, on behalf of the corporation.

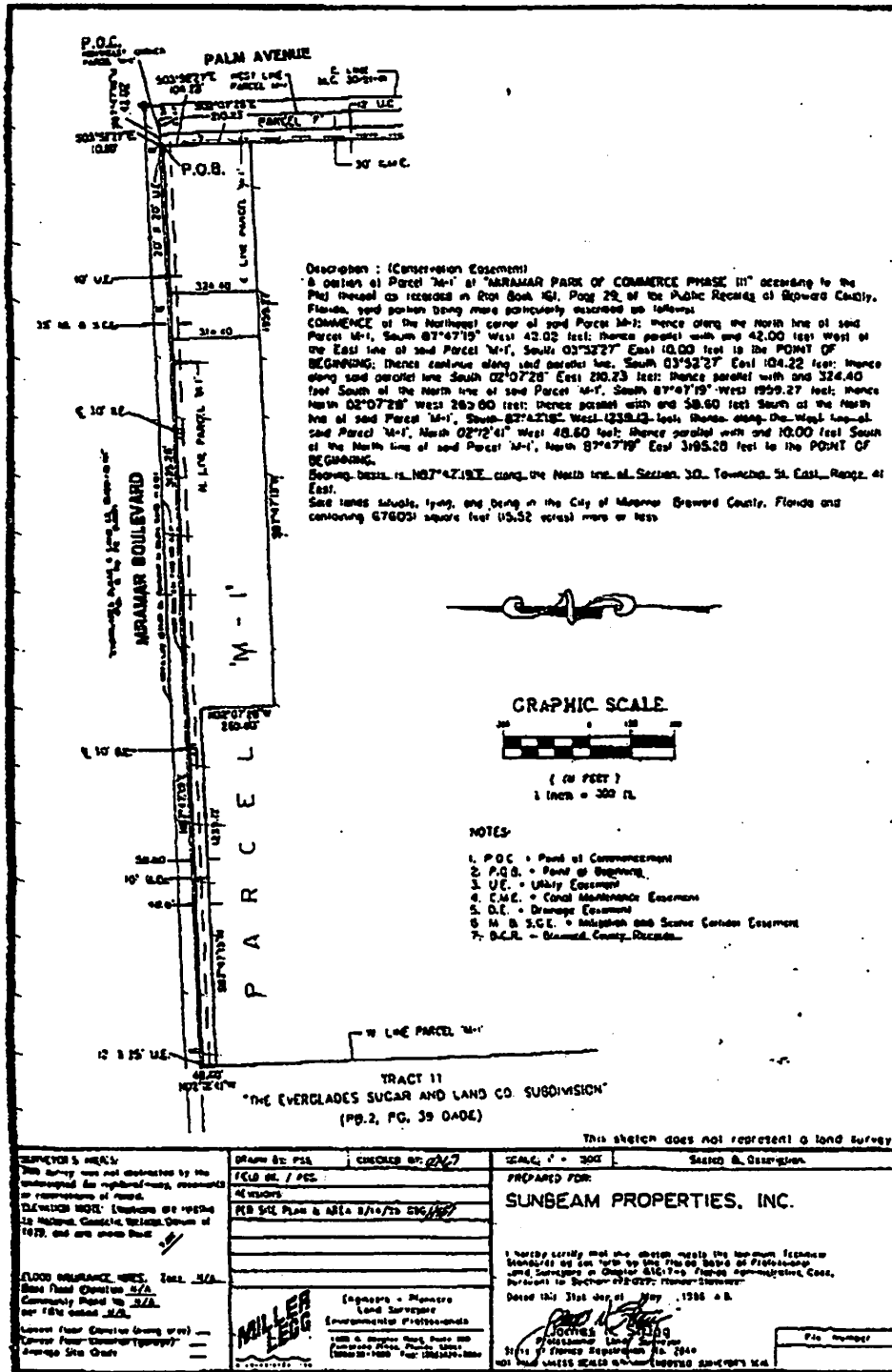
My Commission Expires:



Marion L. Singletary
NOTARY PUBLIC, State of Florida
MARION L. SINGLETARY
Printed Signature

bfi\unbram\mpt\4th.amcad(021901)

EXHIBIT "A"



Proudly Printed on Recycled Paper

EXHIBIT 7
 (page 6 of 13)

EXHIBIT "B"

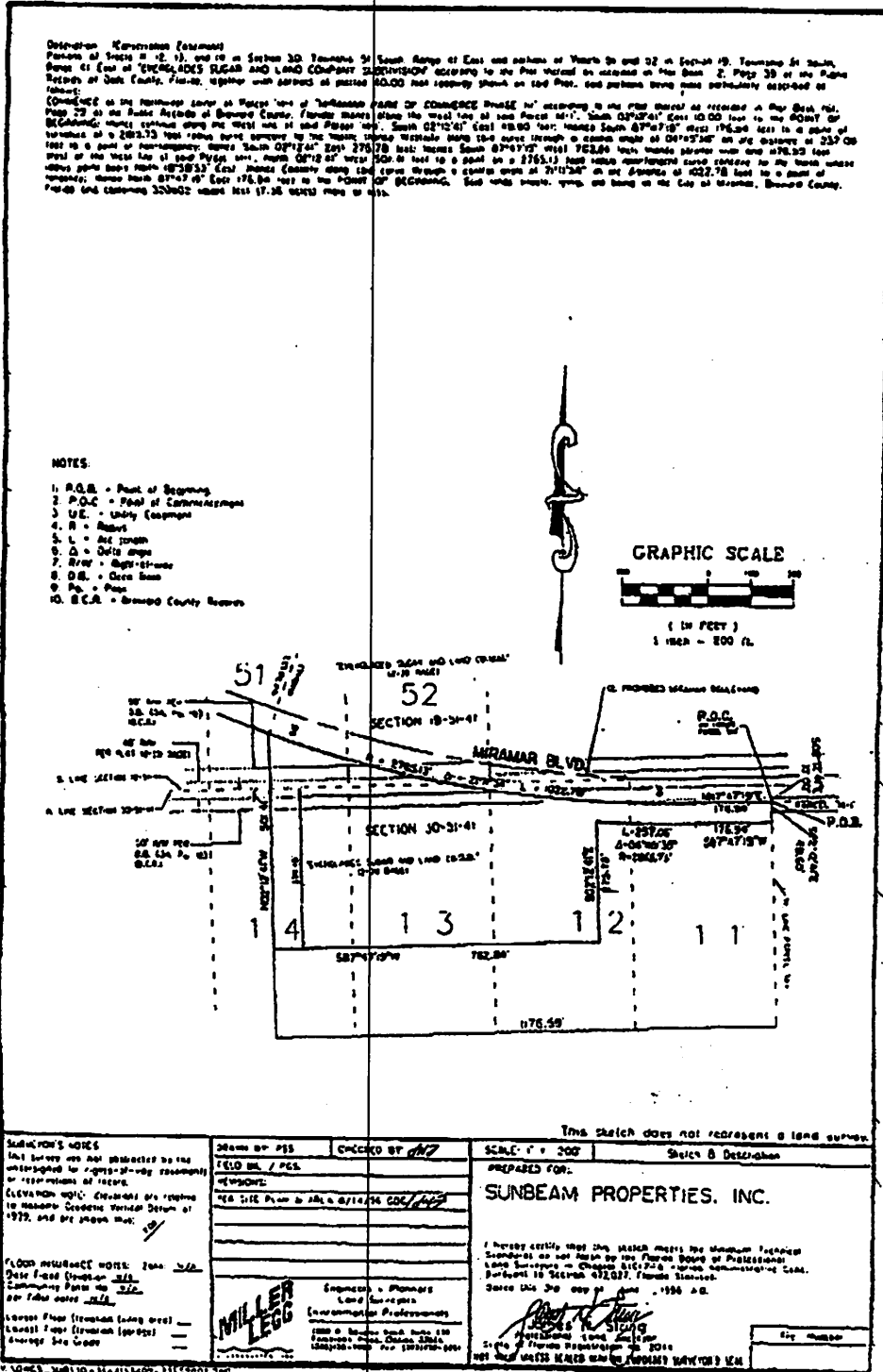


EXHIBIT 7
 (page 7 of 13)

(CONSERVATION EASEMENT)

PORTION OF TRACTS 13 AND 14, IN SECTION 30, TOWNSHIP 51 SOUTH, RANGE 41 EAST, THE EVERGLADES SUGAR & LAND CO., SUBDIVISION OF SECTIONS 6, 7, 18, 19, 30 AND 31, TOWNSHIP 51 SOUTH, RANGE 41 EAST AND THE EAST HALF OF TOWNSHIP 51 SOUTH, RANGE 40 EAST; ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, AT PAGE 39, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF PARCEL "M-1", "MIAMI PARK OF COMMERCE PHASE II", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 161, AT PAGE 29, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE SOUTH 02 DEGREES 12 MINUTES 41 SECONDS WEST, ALONG THE WEST BOUNDARY LINE OF SAID PARCEL "M-1", FOR 58.60 FEET; THENCE SOUTH 87 DEGREES 47 MINUTES 19 SECONDS WEST, AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, FOR 177.12 FEET, TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY, WESTERLY AND NORTHWESTERLY, ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 2877.73 FEET AND A CENTRAL ANGLE OF 04 DEGREES 49 MINUTES 40 SECONDS, FOR AN ARC DISTANCE OF 236.92 FEET, TO A POINT ON SAID CURVE; THENCE SOUTH 02 DEGREES 12 MINUTES 41 SECONDS EAST, FOR 273.78 FEET; THENCE SOUTH 87 DEGREES 47 MINUTES 19 SECONDS WEST, AT RIGHT ANGLES TO THE LAST AND NEXT MENTIONED COURSES, FOR 247.84 FEET, TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL; THENCE SOUTH 02 DEGREES 12 MINUTES 41 SECONDS EAST, FOR 505.00 FEET; THENCE SOUTH 87 DEGREES 47 MINUTES 19 SECONDS WEST, AT RIGHT ANGLES TO THE LAST AND NEXT MENTIONED COURSES, FOR 545.00 FEET; THENCE NORTH 02 DEGREES 12 MINUTES 41 SECONDS WEST, FOR 505.00 FEET; THENCE NORTH 87 DEGREES 47 MINUTES 19 SECONDS EAST, AT RIGHT ANGLES TO THE LAST MENTIONED COURSE, FOR 515.00 FEET, TO THE POINT OF BEGINNING LYING AND BEING IN THE CITY OF MIAMI, BROWARD COUNTY, FLORIDA.

EXHIBIT "C"
Page 1 of 2

NOTES:

BEARINGS SHOWN HEREON REFER TO AN ASSUMED N87°47'19"E, ALONG THE NORTH LINE OF SECTION 30, TOWNSHIP 51 SOUTH, RANGE 41 EAST.

ORDERED BY: SUNBEAM

PROPERTY AS DESCRIBED ABOVE, CONTAINS 5.9705± ACRES.

LEGEND:	
	DENOTES CENTER LINE
	DENOTES PROPERTY LINE
P.O.C.	DENOTES POINT OF COMMENCEMENT
P.O.B.	DENOTES POINT OF BEGINNING
P.B.	DENOTES PLAT BOOK
P.C.	DENOTES PAGE
D.B.	DENOTES DEED BOOK
B.C.R.	DENOTES BROWARD COUNTY RECORDS
R/W	DENOTES RIGHT-OF-WAY
R	DENOTES RADIUS
D	DENOTES DELTA OR CENTRAL ANGLE
A	DENOTES ARC DISTANCE

REVISED: 04-18-02, TO CREATE A 505' X 515' CONSERVATION-EASEMENT, ORDER # 185990

SHEET 2 OF 2 SHEETS

File name: K:\305141\PHASEVIA.DWG

Schwabke-Shishin & Associates, Inc.

LAND PLANNERS • ENGINEERS • LAND SURVEYORS (LB087)

3240 CORPORATE WAY MIAMI, FLORIDA 33025 TEL. NO. (954) 438-7010 FAX NO. (954) 438-3200

ORDER NO. 188488

PREPARED UNDER MY SUPERVISION

DATE: 01-28-02

THIS IS NOT A BOUNDARY SURVEY

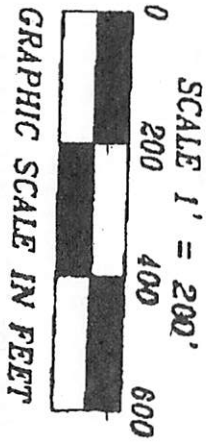
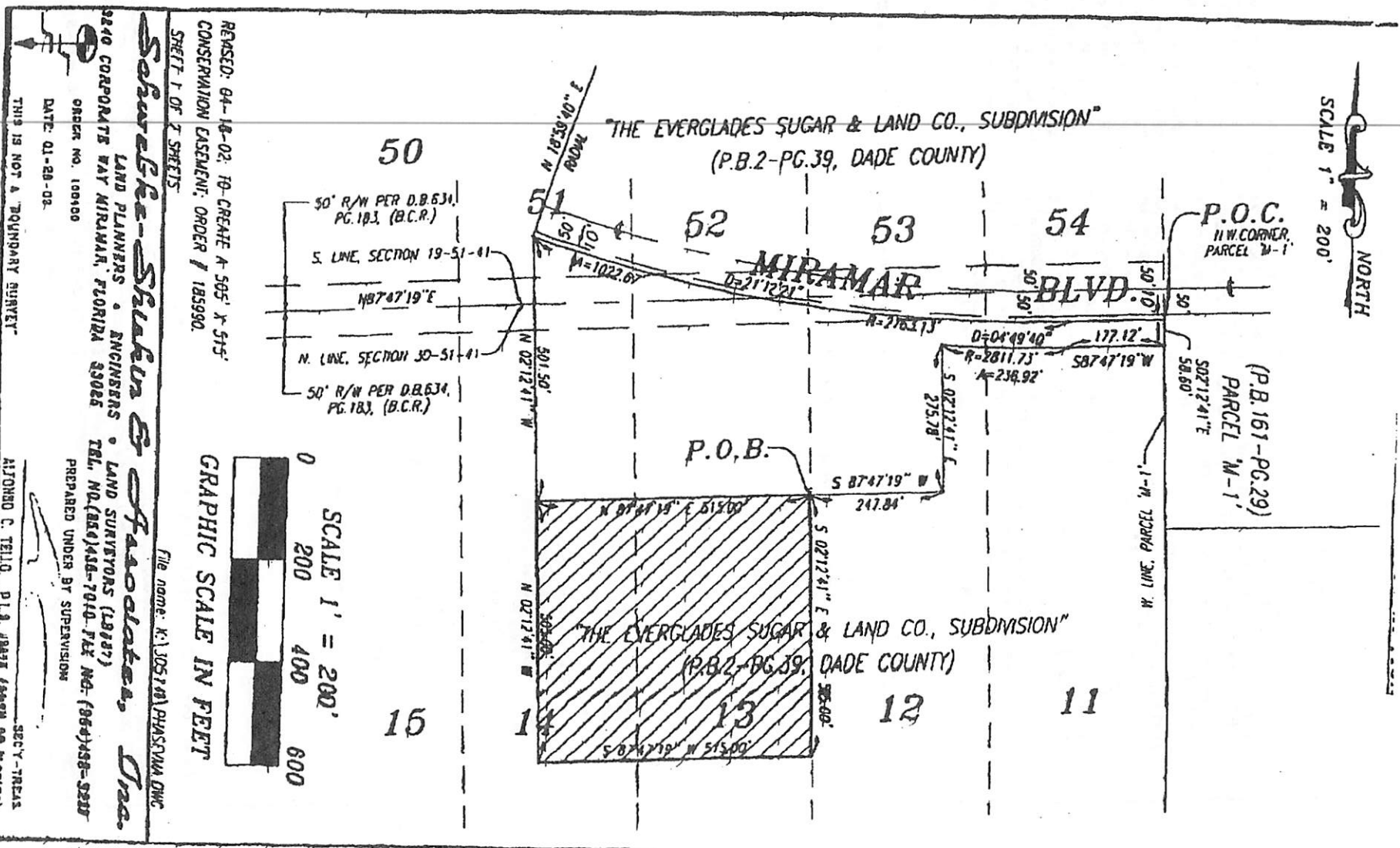
ALFRED C. TELLO, P.L.S. 92076 (STATE OF FLORIDA)

EXHIBIT 7

(page 8 of 13)

EXHIBIT "C"
Page 2 of 2

SCALE 1" = 200'
NORTH



REASD: 04-18-02; TO CREATE A 505' X 515' CONSERVATION EASEMENT; ORDER # 185990.
SHEET 1 OF 7 SHEETS

Scale name: K:\JOS178\PHYSICIAN.DWG
SolarEtc-Sullivan & Associates, Inc.
 LAND PLANNERS & ENGINEERS & LAND SURVEYORS (LS&E)
 2240 CORPORATE WAY MIRAMAR, FLORIDA 33025
 TEL. NO. (844)458-7010. FAX NO. (844)458-3237
 PREPARED UNDER BY SUPERVISION
 ALONSO C. TELLO, P.L.S. 28478 LICENSE NO. H000001
 SECY-TREAS

EXHIBIT 7
(page 9 of 13)

EXHIBIT "D"

LEGAL DESCRIPTION

Any and all lands within the following described parcels:

- A. **MIRAMAR PARK OF COMMERCE**, according to the Plat thereof, recorded in Plat Book 122, Page 24, of the public records of Broward County, Florida.
- B. **MIRAMAR PARK OF COMMERCE PHASE II**, according to the Plat thereof, as recorded in Plat Book 139, Page 35, of the public records of Broward County, Florida.
- C. **MIRAMAR PARK OF COMMERCE PHASE II ADDITION**, according to the Plat thereof, as recorded in Plat Book 149, Page 9, of the public records of Broward County, Florida.
- D. **MIRAMAR PARK OF COMMERCE PHASE III**, according to the Plat thereof, as recorded in Plat Book 161, Page 29, of the public records of Broward County, Florida less and except Parcel E thereof.
- D. **MIRAMAR PARK OF COMMERCE PHASE IV**, according to the Plat thereof, as recorded in Plat Book 167, Page 3, of the public records of Broward County, Florida.
- E. **MIRAMAR PARK OF COMMERCE PHASE V**, according to the Plat thereof, as recorded in Plat Book 170, Page 161, of the public records of Broward County, Florida.

b:\sunbeam\mpc\4th.amcd\053002

EXHIBIT "E"

ADDITIONAL PROPERTY

Additional Property which may but which developer shall have no obligation to add at any time or from time to time to the scheme of this Declaration

1. **MIRAMAR PARK OF COMMERCE**, according to the Plat thereof, recorded in Plat Book 122, Page 24, of the public records of Broward County, Florida.
2. **MIRAMAR PARK OF COMMERCE PHASE II**, according to the Plat thereof, as recorded in Plat Book 139, Page 35, of the public records of Broward County, Florida.
3. **MIRAMAR PARK OF COMMERCE PHASE II ADDITION**, according to the Plat thereof, as recorded in Plat Book 149, Page 9, of the public records of Broward County, Florida.
4. **MIRAMAR PARK OF COMMERCE PHASE III**, according to the Plat thereof, as recorded in Plat Book 161, Page 29, of the public records of Broward County, Florida.
5. **MIRAMAR PARK OF COMMERCE PHASE IV**, according to the Plat thereof, as recorded in Plat Book 167, Page 3, of the public records of Broward County, Florida.
6. **MIRAMAR PARK OF COMMERCE PHASE V**, according to the Plat thereof, as recorded in Plat Book 170, Page 161, of the public records of Broward County, Florida.
7. Legal description for future Miramar Park of Commerce Phase VI attached hereto as Exhibit "E-1".

b:\sunbeam\mpe\4th.amend(053002)

PAGE 1 OF 2
FUTURE MIRAMAR PARK OF COMMERCE PHASE VI

Portions of "THE EVERGLADES SUGAR AND LAND CO. SUBDIVISION OF SECTIONS 6, 7, 18, 19, 30 AND 31, TOWNSHIP 51 SOUTH, RANGE 41 EAST, AND THE EAST HALF OF TOWNSHIP 51 SOUTH, RANGE 40 EAST" and portions of the unnamed 20 foot platted Rights-of-Way, according to the plat thereof, as recorded in Plat Book 2, at Page 39, of the Public Records of Dade County, Florida;

TOGETHER WITH:

Portions of that certain Right-of-Way described in Deed Book 634, at Page 183, of the Public Records of Broward County, Florida, all being more particularly described as follows:

Commence at the Southeasterly corner of Parcel "E" "MIRAMAR PARK OF COMMERCE PHASE III", according to the plat thereof, as recorded in Plat Book 161, at Page 29, of the Public Records of Broward County, Florida, (said Point of Commencement being on a curve and bears North 08 degrees 18 minutes 45 seconds West, from the radius point of said curve); thence run Southwesterly, along a circular curve to the left, having a radius of 2651.71 feet and a central angle of 16 degrees 30 minutes 00 seconds, for an arc distance of 763.64 feet, to a Point of Tangency (last mentioned course being coincident with the Southerly boundary of said Parcel "E" and its Westerly prolongation); thence South 65 degrees 11 minutes 15 seconds West, for 208.93 feet, to a Point of Curvature; thence Southwesterly, along a circular curve to the right, having a radius of 2766.79 feet and a central angle of 20 degrees 56 minutes 48 seconds, for an arc distance of 1011.50 feet, to a point on said curve (last mentioned three courses being coincident with the Northerly Right-of-Way line of MIRAMAR PARKWAY, as recorded in Official Records Book 12071, at Page 667, of the Public Records of Broward County, Florida); thence North 01 degrees 45 minutes 39 seconds West, for 289.54 feet, to a Point of Curvature; thence Northerly and Northwesterly, along a circular curve to the left, having a radius of 1737.02 feet and a central angle of 25 degrees 58 minutes 24 seconds, for an arc distance of 787.43 feet, to the Point of Beginning of the following described parcel; thence continue Northwesterly, along said circular curve to the left, having a radius of 1737.02 feet and a central angle of 37 degrees 27 minutes 06 seconds, for an arc distance of 1,135.41 feet, to a Point of Tangency; thence North 65 degrees 11 minutes 09 seconds West, for 284.38 feet (last mentioned four courses being coincident with the Northeasterly Right-of-Way line of RED ROAD EXTENSION, STATE ROAD 955, as recorded in Official Records Book 13837, at Page 455, of the Public Records of Broward County, Florida); thence North 32 degrees 14 minutes 36 seconds East, along the Easterly Right-of-Way line of HIATUS ROAD, as recorded in Official Records Books 24802, at Pages 770 and 774, of the Public Records of Broward County, Florida, for 1587.82 feet; thence North 78 degrees 34 minutes 09 seconds East, for 50.63 feet; thence South 55 degrees 06 minutes 17 seconds East, along the Southerly Right-of-Way line of MIRAMAR BOULEVARD, as recorded in Official Records Book 24709, at Page 210, of the Public Records of Broward County, Florida, for 125.73 feet; thence South 01 degree 46 minutes 19 seconds East, along the East line of the Southeast 1/4 of Section 24, Township 51 South, Range 40 East, for 678.18 feet, to the Southeast corner of said Section 24; thence South 01 degree 45 minutes 29 seconds East, along the East line of the Northeast 1/4 of Section 25, Township 51 South, Range 40 East, for 1491.55 feet to the Point of Beginning.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

Any and all property lying within that certain 280 foot wide F.P. & L. Easement more fully described in the Easement recorded on Official Record Book 2222 Page 704 of the public records of Broward County Florida.

Lying and being in the City of Miramar, Broward County, Florida.

EXHIBIT 7

(page 12 of 13)

FUTURE MIRAMAR PARK OF COMMERCE PHASE VI

TOGETHER WITH:

Portions of "THE EVERGLADES SUGAR AND LAND CO., SUBDIVISION OF SECTIONS 6, 7, 18, 19, 30 AND 31, TOWNSHIP 51 SOUTH, RANGE 41 EAST, AND THE EAST HALF OF TOWNSHIP 51 SOUTH, RANGE 40 EAST", and portions of the unnamed 20 foot platted Rights-of-Way and portions of that certain Right-of-Way described in Deed Book 634, Page 183 of the Public Records of Broward County, Florida, according to the plat thereof, as recorded in Plat Book 2, at Page 39, of the Public Records of Dade County, Florida, TOGETHER WITH: Parcel "E", "MIRAMAR PARK OF COMMERCE PHASE III", according to the plat thereof, as recorded in Plat Book 161 at Page 29 of the Public Records of Broward County, Florida, all being more particularly described as follows:

Begin at the Southeasterly corner of said Parcel "E", (said Point of Beginning being on a curve and bears North 08 degrees 18 minutes 45 seconds West, from the radius point of said curve); thence run Southwesterly, along a circular curve to the left, having a radius of 2651.71 feet and a central angle of 16 degrees 30 minutes 00 seconds for an arc distance of 763.64 feet, to a Point of Tangency (last mentioned course being coincident with the Southerly boundary of said Parcel "E" and its Westerly prolongation); thence South 65 degrees 11 minutes 15 seconds West, for 208.93 feet, to a Point of Curvature; thence Southwesterly, along a circular curve to the right, having a radius of 2766.79 feet and a central angle of 20 degrees 56 minutes 48 seconds, for an arc distance of 1011.50 feet, to a point on said curve (last mentioned three courses being coincident with the Northerly Right-of-Way line for MIRAMAR PARKWAY, as recorded in Official Records Book 12071, at Page 667, of the Public Records of Broward County, Florida); thence North 01 degrees 45 minutes 39 seconds West, for 289.54 feet, to a Point of Curvature; thence Northerly and Northwesterly, along a circular curve to the left, having a radius of 1737.02 feet and a central angle of 25 degrees 58 minutes 24 seconds, for an arc distance of 787.43 feet, to a point on said curve (last mentioned two courses being coincident with the Northeasterly Right-of-Way line of RED ROAD EXTENSION, STATE ROAD 955 as recorded in Official Records Book 13837, Page 455 of the Public Records of Broward County, Florida); thence North 01 degrees 45 minutes 29 seconds West, along the West line of the Northwest 1/4 of Section 30, Township 51 South, Range 41 East, for 1491.55 feet, to the Southwest corner of the Southwest 1/4 of Section 19, Township 51 South, Range 41 East; thence North 01 degrees 46 minutes 19 seconds West, along the West line of the Southwest 1/4 of said Section 19, for 678.18 feet; thence South 55 degrees 06 minutes 17 seconds East, for 282.94 feet, to a Point of Curvature; thence Southeasterly and Easterly, along a circular curve to the left, having a radius of 2753.13 feet and a central angle of 37 degrees 06 minutes 24 seconds, for an arc distance of 1783.02 feet, to a Point of Tangency; thence North 87 degrees 47 minutes 19 seconds East, for 177.14 feet (last mentioned three courses being coincident with the Southerly Right-of-Way line of MIRAMAR BOULEVARD, as recorded in Official Records Book 24709, at Page 210, of the Public Records of Broward County, Florida); thence South 02 degrees 12 minutes 41 seconds East, along a Westerly boundary of the aforementioned plat of "MIRAMAR PARK OF COMMERCE PHASE III" and the Easterly line of said Parcel "E", for 2012.88 feet, to the Point of Beginning.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

Any and all property lying within that certain 280 foot wide F.P. & L. Easement more fully described in the Easement recorded on Official Record Book 2222 Page 704 of the public records of Broward County Florida.

Lying and being in the City of Miramar, Broward County, Florida.

EXHIBIT 7
(page 13 of 13)

**South Florida Water Management District
Mitigation Monitoring Work Schedule**

Application No : 020419-3

Page 1 of 1

Mitigation Plan ID : MPOC PHASE V MIT

Activity	Due Date
EXCAVATION, GRADING & MUCK PLACEMENT OF MITIGATION AREA	01-JUN-2002
DOCUMENTATION OF EXECUTED CONSERVATION EASEMENT SUBMITTED FOR RECORDING	12-JUL-2002
SUBMITTAL OF FINANCIAL ASSURANCE DOCUMENTATION	12-JUL-2002
PLANTING MITIGATION AREA	01-SEP-2002
SUBMITTAL OF RECORDED CONSERVATION EASEMENT	31-DEC-2002
SUBMITTAL OF RECORDED AMENDED PROPERTY ASSOCIATION DOCUMENT	31-DEC-2002
TIME ZERO MONITORING REPORT	01-MAR-2003
SECOND MONITORING REPORT	01-MAR-2004
THIRD MONITORING REPORT	01-MAR-2005
FOURTH MONITORING REPORT	01-MAR-2006
FIFTH MONITORING REPORT	01-MAR-2007

ENVIRONMENTAL RESOURCE PERMIT

CHAPTER 40E-4 (10/95)

40E-4.321 Duration of Permits

(1) Unless revoked or otherwise modified the duration of an environmental resource permit issued under this chapter or Chapter 40E-40, F.A.C. is as follows:

(a) For a conceptual approval, two years from the date of issuance or the date specified as a condition of the permit, unless within that period an application for an individual or standard general permit is filed for any portion of the project. If an application for an environmental resource permit is filed, then the conceptual approval remains valid until final action is taken on the environmental resource permit application. If the application is granted, then the conceptual approval is valid for an additional two years from the date of issuance of the permit. Conceptual approvals which have no individual or standard general environmental resource permit applications filed for a period of two years shall expire automatically at the end of the two year period.

(b) For a conceptual approval filed concurrently with a development of regional impact (DRI) application for development approval (ADA) and a local government comprehensive plan amendment, the duration of the conceptual approval shall be two years from whichever one of the following occurs at the latest date:

1. the effective date of the local government's comprehensive plan amendment.
2. the effective date of the local government development order.
3. the date on which the District issues the conceptual approval, or
4. the latest date of the resolution of any Chapter 120.57, F.A.C., administrative proceeding or other legal appeals.

(c) For an individual or standard general environmental resource permit, five years from the date of issuance or such amount of time as made a condition of the permit.

(d) For a noticed general permit issued pursuant to Chapter 40-E-400, F.A.C., five years from the date the notice of intent to use the permit is provided to the District.

(2)(a) Unless prescribed by special permit condition, permits expire automatically according to the timeframes indicated in this rule. If application for extension is made in writing pursuant to subsection (3), the permit shall remain in full force and effect until:

1. the Governing Board takes action on an application for extension of an individual permit;

or

2. staff takes action on an application for extension of a standard general permit.

(b) Installation of the project outfall structure shall not constitute a vesting of the permit.

(3) The permit extension shall be issued provided that a permittee files a written request with the District showing good cause prior to the expiration of the permit. For the purpose of this rule, good cause shall mean a set of extenuating circumstances outside of the control of the permittee. Requests for extensions, which shall include documentation of the extenuating circumstances and how they have delayed this project, will not be accepted more than 180 days prior to the expiration date.

(4) Substantial modifications to Conceptual Approvals will extend the duration of the Conceptual Approval for two years from the date of issuance of the modification. For the purposes of this section, the term "substantial modification" shall mean a modification which is reasonably expected to lead to substantially different water resource or environmental impacts which require a detailed review.

(5) Substantial modifications to individual or standard general environmental resource permits issued pursuant to a permit application extend the duration of the permit for three years from the date of issuance of the modification. Individual or standard general environmental resource permit modifications do not extend the duration of a conceptual approval.

(6) Permit modifications issued pursuant to subsection 40E-4.331(2)(b), F.A.C. (letter modifications) do not extend the duration of a permit.

(7) Failure to complete construction or alteration of the surface water management system and obtain operation phase approval from the District within the permit duration shall require a new permit authorization in order to continue construction unless a permit extension is granted.

NOTICE OF RIGHTS

Section 120.569(1), Fla. Stat. (1999), requires that "each notice shall inform the recipient of any administrative hearing or judicial review that is available under this section, s. 120.57, or s. 120.68; shall indicate the procedure which must be followed to obtain the hearing or judicial review, and shall state the time limits which apply." Please note that this Notice of Rights is not intended to provide legal advice. Not all the legal proceedings detailed below may be an applicable or appropriate remedy. You may wish to consult an attorney regarding your legal rights.

Petition for Administrative Proceedings

1. A person whose substantial interests are affected by the South Florida Water Management District's (SFWMD) action has the right to request an administrative hearing on that action. The affected person may request either a formal or an informal hearing, as set forth below. A point of entry into administrative proceedings is governed by Rules 28-106.111 and 40E-1.511, Fla. Admin. Code, (also published as an exception to the Uniform Rules of Procedure as Rule 40E-0.109), as set forth below. Petitions are deemed filed upon receipt of the original documents by the SFWMD Clerk.

a. **Formal Administrative Hearing:** If a genuine issue(s) of material fact is in dispute, the affected person seeking a formal hearing on a SFWMD decision which does or may determine their substantial interests shall file a petition for hearing pursuant to Sections 120.569 and 120.57(1), Fla. Stat. or for mediation pursuant to Section 120.573, Fla. Stat. within 21 days, except as provided in subsections c. and d. below, of either written notice through mail or posting or publication of notice that the SFWMD has or intends to take final agency action. Petitions must substantially comply with the requirements of Rule 28-106.201(2), Fla. Admin. Code, a copy of the which is attached to this Notice of Rights.

b. **Informal Administrative Hearing:** If there are no issues of material fact in dispute, the affected person seeking an informal hearing on a SFWMD decision which does or may determine their substantial interests shall file a petition for hearing pursuant to Sections 120.569 and 120.57(2), Fla. Stat. or for mediation pursuant to Section 120.573, Fla. Stat. within 21 days, except as provided in subsections c. and d. below, of either written notice through mail or posting or publication of notice that the SFWMD has or intends to take final agency action. Petitions must substantially comply with the requirements of Rule 28-106.301(2), Fla. Admin. Code, a copy of the which is attached to this Notice of Rights.

c. **Administrative Complaint and Order:**
If a Respondent objects to a SFWMD Administrative Complaint and Order, pursuant to Section 373.119, Fla. Stat. (1997), the person named in the Administrative Complaint and Order may file a petition for a hearing no later than 14 days after the date such order is served. Petitions must substantially comply with the requirements of either subsection a. or b. above.

d. **State Lands Environmental Resource Permit:** Pursuant to Section 373.427, Fla. Stat., and Rule 40E-1.511(3), Fla. Admin. Code (also published as an exception to the Uniform Rules of Procedure as Rule 40E-0.109(2)(c)), a petition objecting to the SFWMD's agency action regarding consolidated applications for Environmental Resource Permits and Use of Sovereign Submerged Lands (SLERPs), must be filed within 14 days of the notice of consolidated intent to grant or deny the SLERP. Petitions must substantially comply with the requirements of either subsection a. or b. above.

e. **Emergency Authorization and Order:**
A person whose substantial interests are affected by a SFWMD Emergency Authorization and Order, has a right to file a petition under Sections 120.569, 120.57(1), and 120.57(2), Fla. Stat., as provided in subsections a. and b. above. However, the person, or the agent of the person responsible for causing or contributing to the emergency conditions shall take whatever action necessary to cause immediate compliance with the terms of the Emergency Authorization and Order.

f. **Order for Emergency Action:** A person whose substantial interests are affected by a SFWMD Order for Emergency Action has a right to file a petition pursuant to Rules 28-107.005 and 40E-1.611, Fla. Admin. Code, copies of which are attached to this Notice of Rights, and Section 373.119(3), Fla. Stat., for a hearing on the Order. Any subsequent agency action or proposed agency action to initiate a formal revocation proceeding shall be separately noticed pursuant to section g. below.

g. **Permit Suspension, Revocation, Annulment, and Withdrawal:** If the SFWMD issues an administrative complaint to suspend, revoke, annul, or withdraw a permit, the permittee may request a hearing to be conducted in accordance with Sections 120.569 and 120.57, Fla. Stat., within 21 days of either written notice through mail or posting or publication of notice that the SFWMD has or intends to take final agency action. Petitions must substantially comply with the requirements of Rule 28-107.004(3), Fla. Admin. Code, a copy of the which is attached to this Notice of Rights.

2. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means that the SFWMD's final action may be different from the position taken by it previously. Persons whose substantial interests may be affected by

any such final decision of the SFWMD shall have, pursuant to Rule 40E-1.511(2), Fla. Admin. Code (also published as an exception to the Uniform Rules of Procedure as Rule 40E-0.109(2)(c)), an additional 21 days from the date of receipt of notice of said decision to request an administrative hearing. However, the scope of the administrative hearing shall be limited to the substantial deviation.

3. Pursuant to Rule 40E-1.511(4), Fla. Admin. Code, substantially affected persons entitled to a hearing pursuant to Section 120.57(1), Fla. Stat., may waive their right to such a hearing and request an informal hearing before the Governing Board pursuant to Section 120.57(2), Fla. Stat., which may be granted at the option of the Governing Board.

4. Pursuant to Rule 28-106.111(3), Fla. Admin. Code, persons may file with the SFWMD a request for extension of time for filing a petition. The SFWMD, for good cause shown, may grant the extension. The request for extension must contain a certificate that the petitioner has consulted with all other parties, if any, concerning the extension and that the SFWMD and all other parties agree to the extension.

CIRCUIT COURT

5. Pursuant to Section 373.617, Fla. Stat., any substantially affected person who claims that final agency action of the SFWMD relating to permit decisions constitutes an unconstitutional taking of property without just compensation may seek judicial review of the action in circuit court by filing a civil action in the circuit court in the judicial circuit in which the affected property is located within 90 days of the rendering of the SFWMD's final agency action.

6. Pursuant to Section 403.412, Fla. Stat., any citizen of Florida may bring an action for injunctive relief against the SFWMD to compel the SFWMD to enforce the laws of Chapter 373, Fla. Stat., and Title 40E, Fla. Admin. Code. The complaining party must file with the SFWMD Clerk a verified complaint setting forth the facts upon which the complaint is based and the manner in which the complaining party is affected. If the SFWMD does not take appropriate action on the complaint within 30 days of receipt, the complaining party may then file a civil suit for injunctive relief in the 15th Judicial Circuit in and for Palm Beach County or circuit court in the county where the cause of action allegedly occurred.

7. Pursuant to Section 373.433, Fla. Stat., a private citizen of Florida may file suit in circuit court to require the abatement of any stormwater management system, dam, impoundment, reservoir, appurtenant work or works that violate the provisions of Chapter 373, Fla. Stat.

DISTRICT COURT OF APPEAL

8. Pursuant to Section 120.68, Fla. Stat., a party who is adversely affected by final SFWMD action may seek judicial review of the SFWMD's final decision by filing a notice of appeal pursuant to Florida Rule of Appellate Procedure 9.110 in the Fourth District Court of Appeal or in the appellate district where a party resides and filing a second copy of the notice with the SFWMD Clerk within 30 days of rendering of the final SFWMD action.

LAND AND WATER ADJUDICATORY COMMISSION

9. A party to a "proceeding below" may seek review by the Land and Water Adjudicatory Commission (FLAWAC) of SFWMD's final agency action to determine if such action is consistent with the provisions and purposes of Chapter 373, Fla. Stat. Pursuant to Section 373.114, Fla. Stat., and Rules 42-2.013 and 42-2.0132, Fla. Admin. Code, a request for review of (a) an order or rule of the SFWMD must be filed with FLAWAC within 20 days after rendition of the order or adoption of the rule sought to be reviewed; (b) an order of the Department of Environmental Protection (DEP) requiring amendment or repeal of a SFWMD rule must be filed with FLAWAC within 30 days of rendition of the DEP's order, and (c) a SFWMD order entered pursuant to a formal administrative hearing under Section 120.57(1), Fla. Stat., must be filed no later than 20 days after rendition of the SFWMD's final order. Simultaneous with filing, a copy of the request for review must be served on the DEP Secretary, any person named in the SFWMD or DEP final order, and all parties to the proceeding below. A copy of Rule 42-2.013, Fla. Admin. Code is attached to this Notice of Rights.

PRIVATE PROPERTY RIGHTS PROTECTION ACT

10. A property owner who alleges a specific action of the SFWMD has inordinately burdened an existing use of the real property, or a vested right to a specific use of the real property, may file a claim in the circuit court where the real property is located within 1 year of the SFWMD action pursuant to the procedures set forth in Subsection 70.001(4)(a), Fla. Stat.

LAND USE AND ENVIRONMENTAL DISPUTE RESOLUTION

11. A property owner who alleges that a SFWMD development order (as that term is defined in Section 70.51(2)(a), Fla. Stat. to include permits) or SFWMD enforcement action is unreasonable, or unfairly burdens the use of the real property, may file a request for relief with the SFWMD within 30 days of receipt of the SFWMD's order or notice of agency action pursuant to the procedures set forth in Subsections 70.51(4) and (6), Fla. Stat.

MEDIATION

12. A person whose substantial interests are, or may be, affected by the SFWMD's action may choose mediation as an alternative remedy under Section 120.573, Fla. Stat. Pursuant to Rule 28-106.111(2), Fla. Admin. Code, the petition for mediation shall be filed within 21 days of either written notice through mail or posting or

publication of notice that the SFWMD has or intends to take final agency action. Choosing mediation will not affect the right to an administrative hearing if mediation does not result in settlement.

Pursuant to Rule 28-106.402, Fla. Admin. Code, the contents of the petition for mediation shall contain the following information:

- (1) the name, address, and telephone number of the person requesting mediation and that person's representative, if any;
- (2) a statement of the preliminary agency action;
- (3) an explanation of how the person's substantial interests will be affected by the agency determination; and
- (4) a statement of relief sought.

As provided in Section 120.573, Fla. Stat. (1997), the timely agreement of all the parties to mediate will toll the time limitations imposed by Sections 120.569 and 120.57, Fla. Stat., for requesting and holding an administrative hearing. Unless otherwise agreed by the parties, the mediation must be concluded within 60 days of the execution of the agreement. If mediation results in settlement of the dispute, the SFWMD must enter a final order incorporating the agreement of the parties. Persons whose substantial interest will be affected by such a modified agency decision have a right to petition for hearing within 21 days of receipt of the final order in accordance with the requirements of Sections 120.569 and 120.57, Fla. Stat., and SFWMD Rule 28-106.201(2), Fla. Admin. Code. If mediation terminates without settlement of the dispute, the SFWMD shall notify all parties in writing that the administrative hearing process under Sections 120.569 and 120.57, Fla. Stat., remain available for disposition of the dispute, and the notice will specify the deadlines that then will apply for challenging the agency action.

VARIANCES AND WAIVERS

13. A person who is subject to regulation pursuant to a SFWMD rule and believes the application of that rule will create a substantial hardship or will violate principles of fairness (as those terms are defined in Subsection 120.542(2), Fla. Stat.) and can demonstrate that the purpose of the underlying statute will be or has been achieved by other means, may file a petition with the SFWMD Clerk requesting a variance from or waiver of the SFWMD rule. Applying for a variance or waiver does not substitute or extend the time for filing a petition for an administrative hearing or exercising any other right that a person may have concerning the SFWMD's action. Pursuant to Rule 28-104.002(2), Fla. Admin. Code, the petition must include the following information:

- (a) the caption shall read:
Petition for (Variance from) or (Waiver of) Rule (Citation)
- (b) The name, address, telephone number and any facsimile number of the petitioner;

(c) The name, address telephone number and any facsimile number of the attorney or qualified representative of the petitioner, (if any);

(d) the applicable rule or portion of the rule;

(e) the citation to the statute the rule is implementing;

(f) the type of action requested;

(g) the specific facts that demonstrate a substantial hardship or violation of principals of fairness that would justify a waiver or variance for the petitioner;

(h) the reason why the variance or the waiver requested would serve the purposes of the underlying statute; and

(i) a statement of whether the variance or waiver is permanent or temporary. If the variance or waiver is temporary, the petition shall include the dates indicating the duration of the requested variance or waiver.

A person requesting an emergency variance from or waiver of a SFWMD rule must clearly so state in the caption of the petition. In addition to the requirements of Section 120.542(5), Fla. Stat. pursuant to Rule 28-104.004(2), Fla. Admin. Code, the petition must also include:

a) the specific facts that make the situation an emergency; and

b) the specific facts to show that the petitioner will suffer immediate adverse effect unless the variance or waiver is issued by the SFWMD more expeditiously than the applicable timeframes set forth in Section 120.542, Fla. Stat.

WAIVER OF RIGHTS

14. Failure to observe the relevant time frames prescribed above will constitute a waiver of such right.

28-106.201: INITIATION OF PROCEEDINGS (INVOLVING DISPUTED ISSUES OF MATERIAL FACT)

- (2) All petitions filed under these rules shall contain:
- (a) The name and address of each agency affected and each agency's file or identification number, if known;
 - (b) The name, address, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding, and an explanation of how the petitioner's substantial interests will be affected by the agency determination;
 - (c) A statement of when and how the petitioner received notice of the agency decision;
 - (d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
 - (e) A concise statement of the ultimate facts alleged, as well as the rules and statutes which entitle the petitioner to relief; and
 - (f) A demand for relief.

28-106.301 INITIATION OF PROCEEDINGS
(NOT INVOLVING DISPUTED ISSUES OF MATERIAL FACT)

- (2) All petitions filed under these rules shall contain:
- (a) The name and address of each agency affected and each agency's file or identification number, if known;
 - (b) The name, address, and telephone number of the petitioner, the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding, and an explanation of how the petitioner's substantial interests will be affected by the agency determination;
 - (c) A statement of when and how the petitioner received notice of the agency decision;
 - (d) A concise statement of the ultimate facts alleged, as well as the rules and statutes which entitle the petitioner to relief; and
 - (e) A demand for relief.

28-107.004 SUSPENSION, REVOCATION, ANNULMENT, OR WITHDRAWAL

- (3) Requests for hearing filed in accordance with this rule shall include:
- (a) The name and address of the party making the request, for purposes of service;
 - (b) A statement that the party is requesting a hearing involving disputed issues of material fact, or a hearing not involving disputed issues of material fact; and
 - (c) A reference to the notice, order to show cause, administrative complaint, or other communication that the party has received from the agency.

42-2.013 REQUEST FOR REVIEW PURSUANT TO SECTION 373.114 OR 373.217

(1) In any proceeding arising under Chapter 373, F.S., review by the Florida Land and Water Adjudicatory Commission may be initiated by the Department or a party by filing a request for such review with the Secretary of the Commission and serving a copy on any person named in the rule or order, and on all parties to the proceeding which resulted in the order sought to be reviewed. A certificate of service showing completion of service as required by this subsection shall be a requirement for a determination of sufficiency under Rule 42-2.0132. Failure to file the request with the Commission within the time period provided in Rule 42-2.0132 shall result in dismissal of the request for review.

(2) The request for review shall identify the rule or order requested to be reviewed, the proceeding in which the rule or order was entered and the nature of the rule or order. A copy of the rule or order sought to be reviewed shall be attached. The request for review shall state with particularity:

- (a) How the order or rule conflicts with the requirements, provisions and purposes of Chapter 373, F.S., or rules duly adopted thereunder;

(b) How the rule or order sought to be reviewed affects the interests of the party seeking review;

(c) The oral or written statement, sworn or unsworn, which was submitted to the agency concerning the matter to be reviewed and the date and location of the statement, if the individual or entity requesting the review has not participated in a proceeding previously instituted pursuant to Chapter 120, F.S., on the order for which review is sought;

(d) If review of an order is being sought, whether and how the activity authorized by the order would substantially affect natural resources of statewide or regional significance, or whether the order raises issues of policy, statutory interpretation, or rule interpretation that have regional or statewide significance from a standpoint of agency precedent, and all the factual bases in the record which the petitioner claims support such determination(s); and

(e) The action requested to be taken by the Commission as a result of the review, whether to rescind or modify the order, or remand the proceeding to the water management district for further action, or to require the water management district to initiate rulemaking to adopt, amend or repeal a rule.

28-107.005 EMERGENCY ACTION

(1) If the agency finds that immediate serious danger to the public health, safety, or welfare requires emergency action, the agency shall summarily suspend, limit, or restrict a license.

(2) the 14-day notice requirement of Section 120.569(2)(b), F. S., does not apply and shall not be construed to prevent a hearing at the earliest time practicable upon request of an aggrieved party.

(3) Unless otherwise provided by law, within 20 days after emergency action taken pursuant to paragraph (1) of this rule, the agency shall initiate a formal suspension or revocation proceeding in compliance with Sections 120.569, 120.57, and 120.60, F.S.

40E-1.611 EMERGENCY ACTION

(1) An emergency exists when immediate action is necessary to protect public health, safety or welfare; the health of animals, fish or aquatic life; the works of the District; a public water supply, or recreational, commercial, industrial, agricultural or other reasonable uses of land and water resources.

(2) The Executive Director may employ the resources of the District to take whatever remedial action necessary to alleviate the emergency condition without the issuance of an emergency order, or in the event an emergency order has been issued, after the expiration of the requisite time for compliance with that order.

Included with this letter/permit is a brochure from the Florida Department of Environmental Protection (DEP) on Florida's National Pollutant Discharge Elimination System (NPDES) program for construction activities. As the brochure indicates, the U.S. Environmental Protection Agency authorized the DEP in October 2000 to implement the NPDES stormwater permitting program in Florida. The District is assisting DEP by distributing this information to entities which may be subject to regulation under the NPDES program. No response to the District is required.

A "Generic Permit for Stormwater Discharge from Construction Activities that Disturb Five or More Acres of Land" is required for a construction activity which contributes stormwater discharges to surface waters of the State or into a municipal separate storm sewer system and disturbs five or more acres of land. A permit is required for less than five acres if the activity is part of a larger common plan of development or sale that will meet or exceed the five acre threshold.

The permit required under DEP's NPDES stormwater permitting program is separate from the Environmental Resource Permit required by the District. Receiving a permit from the District does not exempt you from meeting the NPDES program requirements.

If you have any questions on the NPDES program, there are DEP phone numbers, mailing addresses and internet web page addresses in the brochure. The DEP web site, at www.dep.state.fl.us/water/stormwater/npdes/, provides information associated with the NPDES program including all regulations and forms cited in the brochure.

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MIRAMAR PARK OF COMMERCE-PHASE THREE

Application No: 020419-3

Permit No: 06-02302-P

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- X Broward County - Director, Water Mgmt Div
- X Broward County Engineer
- X Div of Recreation and Park - District 7 - FDEP
- X Florida Fish & Wildlife Conservation Commission - Bureau of Protected Species Mgmt

OTHER INTERESTED PARTIES

- X Audubon of Florida - Charles Lee
- X Water Management Institute - Michael N. Vanatta