

Prepared by:
Michael C. Owens, Sr. Ass't County Att'y
115 S. Andrews Ave, Room 423
Fort Lauderdale, FL 33301

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

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

THIS JOINT DEED OF CONSERVATION EASEMENT ("Conservation Easement") is given this 22nd day of March, 2018 by Sunbeam Development Corporation ("Grantor") whose mailing address is 1401 79th St. Causeway, Miami, FL 33141 to the South Florida Water Management District, 3301 Gun Club Road, West Palm Beach, Florida 33406 and Broward County, a political subdivision of the state of Florida, 115 South Andrews Avenue, Room 409, Fort Lauderdale, Florida 33301 (collectively referred to as "Grantees"). As used herein, the term "Grantor" shall include any and all heirs, successors or assigns of Grantor, and all subsequent owners of the "Conservation Easement Area" (as hereinafter defined) and the term "Grantees" shall include any successor or assignee of Grantees.

WITNESSETH

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

WHEREAS, South Florida Water Management District Permit No. 06-03298-P and Broward County License No. DF01-1072 "Permit and License" and any modifications thereto issued by the Grantees authorize certain activities which could affect wetlands, surface waters, or other aquatic resources in or of the State of Florida; and

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

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

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

NOW, THEREFORE, in consideration of the issuance of the Permit and License to construct and operate the permitted and licensed activity, and as an inducement to Grantees in issuing the Permit and License, together with other good and valuable consideration provided to Grantor, the adequacy and receipt of which are hereby acknowledged, Grantor hereby voluntarily grants, creates, conveys, and establishes a perpetual Conservation Easement for and in favor of Grantees upon the Conservation Easement Area described on Exhibit "B" which shall run with the land and be binding upon Grantor, and shall remain in full force and effect forever.

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

1. Recitals. The recitals hereinabove set forth are true and correct and are hereby incorporated into and made a part of this Conservation Easement.
2. Purpose. It is the purpose of this Conservation Easement to retain land or water areas in their existing, natural, vegetative, hydrologic, scenic, open, or wooded condition and to retain such areas as suitable habitat for fish, plants, or wildlife in accordance with Section 704.06, F.S. Those wetland and upland areas included in this Conservation Easement which are to be preserved, enhanced, restored, or created pursuant to the Permit and License (or any modifications thereto) and any Management Plan attached hereto as Exhibit "C" ("Management Plan") which has been approved in writing by Grantees, shall be retained and maintained in the preserved, enhanced, restored, or created condition required by the Permit and License (or any modifications thereto).

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

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

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

3. Prohibited Uses. Except for activities that are permitted and licensed or required by the Permit and License (or any modification thereto) (which may include preservation, enhancement, restoration, creation, maintenance, and monitoring activities, or surface water management improvements) or other activities described herein or in the Management Plan (if any), any activity on or use of the Conservation Easement Area inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities are expressly prohibited in or on the Conservation Easement Area:
- a. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;
 - b. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;
 - c. Removing, destroying or trimming trees, shrubs, or other vegetation, except:
 - i. The removal of dead trees and shrubs or leaning trees that could cause damage property is authorized;
 - ii. The destruction and removal of noxious, nuisance or exotic invasive plant species as listed on the most recent Florida Exotic Pest Plant Council's List of Invasive Species is authorized;
 - iii. Activities authorized by the Permit and License, described in the Management Plan, or otherwise approved in writing by Grantees are authorized; and
 - iv. Activities conducted in accordance with a wildfire mitigation plan developed with the Florida Forest Service that has been approved in writing by Grantees are authorized. No later than thirty (30) days before commencing any activities to implement the approved wildfire mitigation plan, Grantor shall notify Grantees in writing of its intent to commence such activities. All such activities may only be completed during the time period for which Grantees approved the plan;
 - d. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface;

- e. Surface use except for purposes that permit the land or water area to remain in its natural, restored, enhanced, or created condition;
 - f. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation including, but not limited to, ditching, diking, clearing, and fencing;
 - g. Acts or uses detrimental to such aforementioned retention of land or water areas; and
 - h. Acts or uses which are detrimental to the preservation of the structural integrity or physical appearance of sites or properties having historical, archaeological, or cultural significance.
4. **Grantor's Reserved Rights.** Grantor reserves all rights as owner of the Conservation Easement Area, including the right to engage or to permit or invite others to engage in all uses of the Conservation Easement Area that are not prohibited herein and which are not inconsistent with the Permit and License (or any modifications thereto), Management Plan (if any), or the intent and purposes of this Conservation Easement.
 5. **No Dedication.** No right of access by the general public to any portion of the Conservation Easement Area is conveyed by this Conservation Easement.
 6. **Grantees' Liability.** Grantees' liability is limited as provided in Subsection 704.06(10) and Section 768.28, F.S. Additionally, Grantees shall not be responsible for any costs or liabilities related to the operation, upkeep, or maintenance of the Conservation Easement Area.
 7. **Enforcement.** Enforcement of the terms, provisions and restrictions of this Conservation Easement shall be at the reasonable discretion of Grantees, and any forbearance on behalf of Grantees to exercise their rights hereunder in the event of any breach hereof by Grantor, shall not be deemed or construed to be a waiver of Grantees' rights hereunder. Grantees shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement.
 8. **Taxes.** When perpetual maintenance is required by the Permit or License, Grantor shall pay before delinquency any and all taxes, assessments, fees, and charges of whatever description levied on or assessed by competent authority on the Conservation Easement Area, and shall furnish Grantees with satisfactory evidence of payment upon request.
 9. **Assignment.** Grantees will hold this Conservation Easement exclusively for conservation purposes. Grantees will not assign their rights and obligations

under this Conservation Easement except to another organization or entity qualified to hold such interests under the applicable state laws.

10. **Severability.** If any provision of this Conservation Easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this Conservation Easement shall not be affected thereby, as long as the purpose of the Conservation Easement is preserved.
11. **Terms and Restrictions.** Grantor shall insert the terms and restrictions of this Conservation Easement in any subsequent deed or other legal instrument by which Grantor divests itself of any interest in this Conservation Easement.
12. **Written Notice.** All notices, consents, approvals or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.
13. **Modifications.** This Conservation Easement may be amended, altered, released or revoked only by written agreement between the parties hereto or their heirs, assigns or successors-in-interest, which shall be recorded in the Official Records of Broward County, Florida.
14. **Recordation.** Grantor shall record this Conservation Easement in timely fashion in the Official Records of Broward County, Florida, and shall rerecord it at any time Grantees may require to preserve its rights. Grantor shall pay all recording costs and taxes necessary to record this Conservation Easement in the public records. Grantor will hold Grantees harmless from any recording costs or taxes necessary to record this Conservation Easement in the public records.

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

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

IN WITNESS WHEREOF, Sunbeam Development Corporation ("Grantor") has hereunto set its authorized hand this 22 day of March, 2018.

A Florida corporation or Indiana Corporation

(choose one)

By: 
(Signature)

Name: Edmund N. Ansin
(Print)

Title: President

Signed, sealed and delivered in our presence as witnesses:

By: 
(Signature)

Name: CLARA PINK
(Print)

By: 
(Signature)

Name: Kayla Hughes
(Print)


STATE OF FLORIDA

COUNTY OF BROWARD

On this 22 day of March, 2018, before me, the undersigned notary public, personally appeared Edmund N. Ansin, the person who subscribed to the foregoing instrument, as the President, of Sunbeam Development Corporation, an Indiana Corporation, and acknowledged that he/she executed the same on behalf of said corporation, and the he was duly authorized to do so. He is personally known to me.

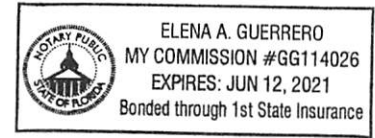
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA


(Signature)

Elena A. Guerrero
(Name)

My Commission Expires: _____



~~MORTGAGEE JOINDER, CONSENT AND SUBORDINATION~~

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

~~IN WITNESS WHEREOF~~, this Mortgagee Joinder, Consent and Subordination is made this ___ day of _____, 20__.

By: _____

(Signature) _____ (Mortgagee)

Name: _____

Title: _____

(Print)

WITNESSES:

By: _____ By: _____

(Signature) _____ (Signature)

Name: _____ Name: _____

(Print) _____ (Print)

STATE OF FLORIDA

COUNTY OF BROWARD

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

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

NOTARY PUBLIC, STATE OF FLORIDA

(Signature) _____ (Name)

My Commission Expires: _____

LOCATION MAP OF A CONSERVATION EASEMENT

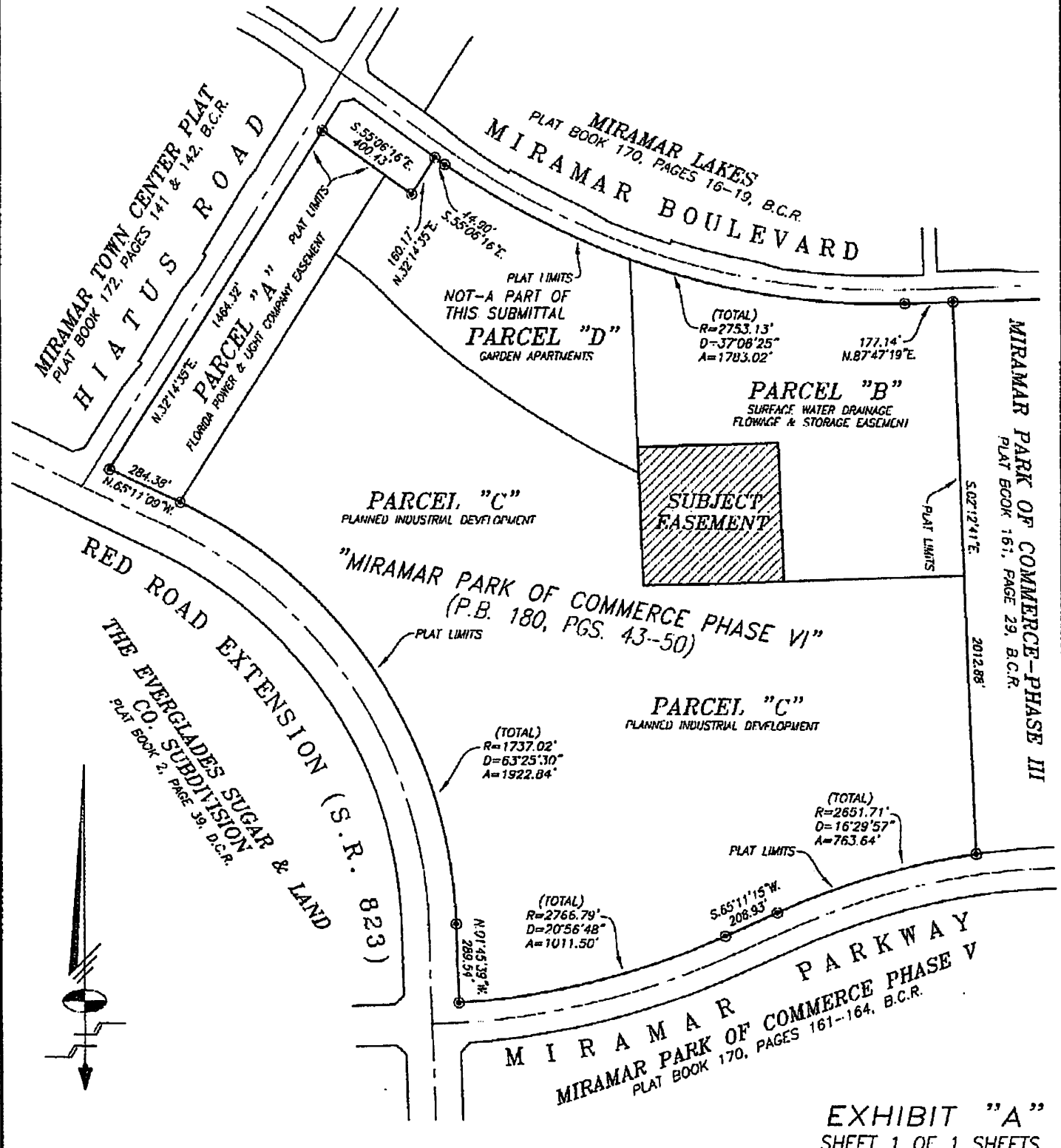
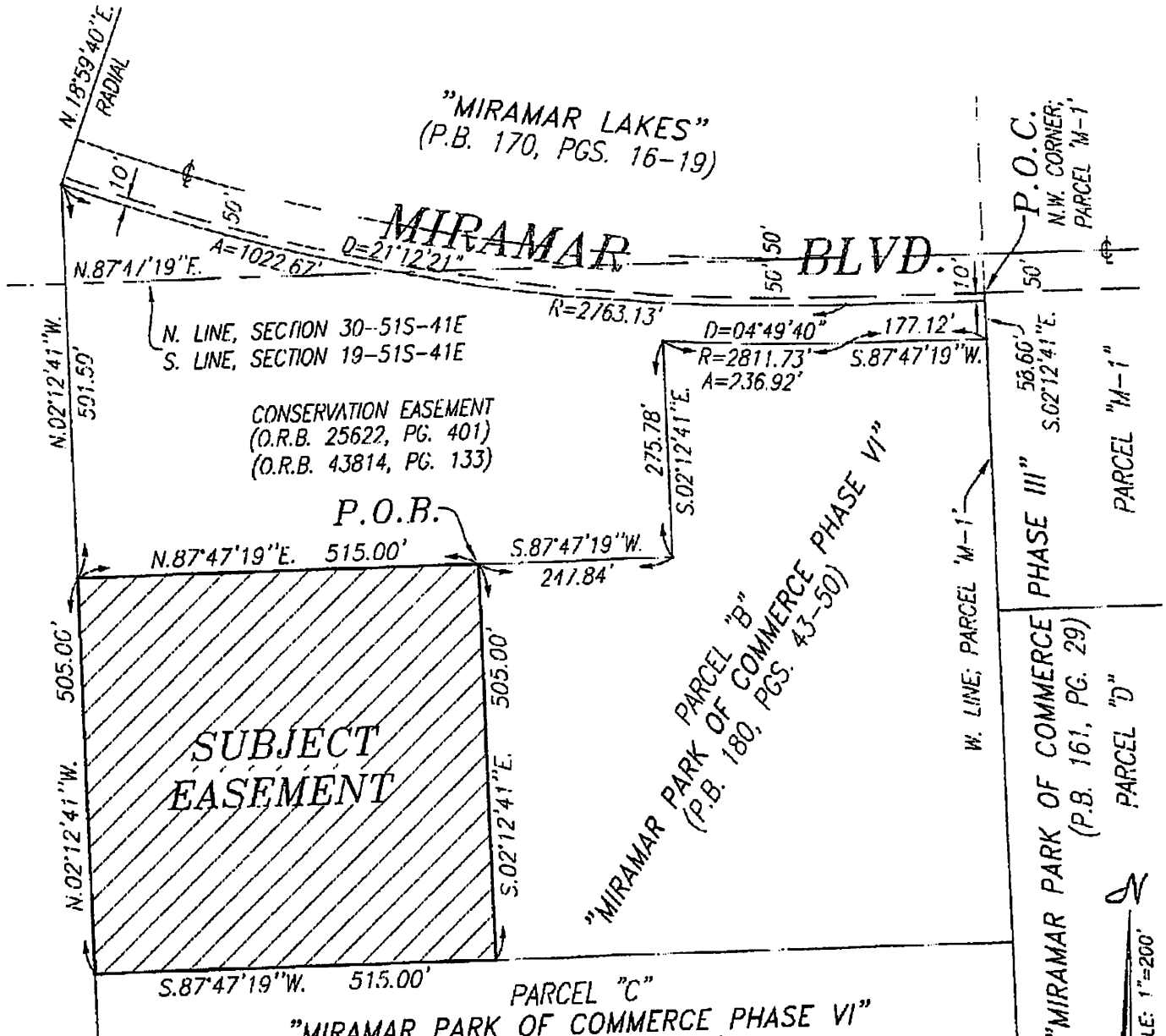


EXHIBIT "A"
SHEET 1 OF 1 SHEETS

	SCHWERKE-SHISKIN & ASSOCIATES, INC. LAND SURVEYORS-ENGINEERS-LAND PLANNERS - 3240 CORPORATE WAY-MIRAMAR, FL 33025 PHONE No. (954)435-7010 FAX No. (954)438-3288 ORDER NO. 204991 PREPARED UNDER MY SUPERVISION DATE: JAN. 14, 2016 THIS IS NOT A "BOUNDARY SURVEY" CERTIFICATE OF AUTHORIZATION No. LB-87	REVISIONS COUNTY COMMENTS 07/25/16-#205865
	RONALD A. FRITZ, ASSISTANT VICE-PRESIDENT FLA. PROF. LAND SURVEYOR No. 2767	

SKETCH TO ACCOMPANY LEGAL DESCRIPTION OF A CONSERVATION EASEMENT



LEGEND:

- ☉ — DENOTES CENTER LINE
- P.O.C. DENOTES POINT OF COMMENCEMENT
- P.O.B. DENOTES POINT OF BEGINNING
- P.B. DENOTES PLAT BOOK
- O.R.B. DENOTES OFFICIAL RECORD BOOK
- PG(S). DENOTES PAGE(S)
- R DENOTES RADIUS
- D DENOTES DELTA/CENTRAL ANGLE
- A DENOTES ARC LENGTH

EXHIBIT "B"
SHEET 1 OF 2 SHEETS



SCHWEBKE-SHISKIN & ASSOCIATES, INC.
LAND SURVEYORS-ENGINEERS-LAND PLANNERS - 3240 CORPORATE WAY-MIRAMAR, FL 33025
PHONE No. (954)435-7010 FAX No. (954)438-3288

ORDER NO. 204991
DATE: JAN. 14, 2016

THIS IS NOT A "BOUNDARY SURVEY"
CERTIFICATE OF AUTHORIZATION No. LB-87

PREPARED UNDER MY SUPERVISION:
Ronald A. Fritz
RONALD A. FRITZ, ASSISTANT VICE-PRESIDENT
FLA. PROF. LAND SURVEYOR No. 2767

REVISIONS
COUNTY COMMENTS
07/25/16-#205865

LEGAL DESCRIPTION TO ACCOMPANY SKETCH OF A CONSERVATION EASEMENT

LEGAL DESCRIPTION:

A PORTION OF PARCEL "B", ACCORDING TO THE PLAT OF "MIRAMAR PARK OF COMMERCE PHASE VI", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 180 AT PAGES 43 THROUGH 50, INCLUSIVE, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF PARCEL 'M-1', ACCORDING TO THE PLAT OF "MIRAMAR PARK OF COMMERCE PHASE III", 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 EAST, ALONG THE WEST 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 CIRCULAR 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 DESCRIBED COURSES, FOR 247.84 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL: SAID LAST DESCRIBED FOUR COURSES BEING COINCIDENT IN PART WITH THE LIMITS OF THE CONSERVATION EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 25622 AT PAGE 401 AND OFFICIAL RECORDS BOOK 43814 AT PAGE 133, BOTH OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; 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 DESCRIBED 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 DESCRIBED COURSE, FOR 515.00 FEET TO THE POINT OF BEGINNING.

ALL LYING AND BEING IN THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 51 SOUTH, RANGE 41 EAST, CITY OF MIRAMAR, BROWARD COUNTY, FLORIDA.

SURVEYOR'S NOTES:

BEARINGS AS SHOWN HEREON REFER TO AN ASSUMED BEARING OF NORTH 87 DEGREES 41 MINUTES 19 SECONDS EAST, ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 51 SOUTH, RANGE 41 EAST, AS SHOWN ON THE HERFIN REFERENCED PLAT OF "MIRAMAR PARK OF COMMERCE PHASE VI".

ORDERED BY: SUNBEAM DEVELOPMENT CORPORATION.

THE LEGAL DESCRIPTION AS SHOWN HEREON WAS PREPARED BY THIS FIRM.

AUTHENTIC COPIES OF THIS SKETCH AND LEGAL DESCRIPTION MUST BEAR THE ORIGINAL RAISED SEAL OF THE ATTESTING FLORIDA LICENSED SURVEYOR AND MAPPER.

EXHIBIT "B"
SHEET 2 OF 2 SHEETS

	SCHWEBKE-SHISKIN & ASSOCIATES, INC. LAND SURVEYORS-ENGINEERS-LAND PLANNERS - 3240 CORPORATE WAY MIRAMAR, FL 33025 PHONE No. (954)435-7010 FAX No. (954)438-3288	REVISIONS	
	ORDER NO. 204991 DATE: JAN. 14, 2016	PREPARED UNDER MY SUPERVISION: 	COUNTY COMMENTS 07/25/16-#205865
	THIS IS NOT A "BOUNDARY SURVEY" CERTIFICATE OF AUTHORIZATION No. LB-87	RONALD A. FRITZ, ASSISTANT VICE-PRESIDENT FLA. PROF. LAND SURVEYOR No. 2767	