

Document prepared by:  
Lynn Solomon  
100 North Andrews Avenue  
Fort Lauderdale, FL 33301

Return recorded document to:  
Broward County Environmental Protection and  
Growth Management Department  
Env. Engineering and Permitting Division  
1 North University Drive, Suite 201  
Plantation, Florida 33324

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**DEED OF CONSERVATION  
EASEMENT AND AGREEMENT**  
(Woodlands)

THIS DEED OF CONSERVATION EASEMENT AND AGREEMENT ("Conservation Easement") is given this 18th day of October, 2018, by the City of Fort Lauderdale, a Florida municipal corporation ("Grantor"), to Broward County, a political subdivision of the State of Florida, its successors and assigns ("Grantee") (collectively, "Parties"). As used in this Conservation Easement, the term "Grantor" shall include any and all agents, heirs, assigns, successors, or successors-in-interest of Grantor, and all subsequent owners of the "Property" and "Conservation Area(s)" (as hereinafter defined), and the term "Grantee" shall include any and all agents, heirs, assigns, successors, or successors-in-interest of Grantee.

**RECITALS**

- A. Grantor is the owner of certain lands ("Property") situated in Broward County, Florida, and more specifically described in Exhibit A, attached hereto and incorporated herein.
- B. Grantor desires to construct a public parking lot for airport tenants and rental car companies for long term and short term rental needs ("Project") on the Property, which Project is subject to the regulatory jurisdiction of Broward County by and through its Environmental Protection and Growth Management Department ("EPGMD").
- C. EPGMD License No. TP18-1056 ("License"), as may be modified or reissued, will authorize certain activities that may impact trees or may require the preservation of woodlands on the Project site.
- D. As a condition of the License, Grantor has developed and proposed a conservation tract and buffers on the Property, involving creation, restoration, enhancement, and preservation of the woodland and upland systems, which area is set forth in Exhibit B ("Conservation Area").

E. Grantor, in consideration of the consent granted by the License, is agreeable to granting and securing to Grantee a perpetual conservation easement as defined in Section 704.06, Florida Statutes, over the Conservation Area.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including issuance of the License to construct and operate the permitted activity, Grantor hereby grants to Grantee this Conservation Easement upon the Conservation Area and establishes this perpetual Conservation Easement, which shall run with the property as described in Exhibits A and B, and be binding upon Grantor and shall remain in full force and effect forever.

1. The recitals set forth above are true and correct and the Parties have relied upon them in entering into this Conservation Easement.
2. The purpose of this Conservation Easement is to retain land and water within the Conservation Area in its natural, vegetative, hydrologic, scenic, open, agricultural, or wooded condition or in the vegetative and hydrologic condition required by the License, and to retain such areas as a suitable habitat for fish, plants, and wildlife. It is the purpose and intent of this Conservation Easement to ensure that the Conservation Area will be retained and maintained by Grantor forever in the natural vegetative and hydrologic condition existing at the time of execution of this Conservation Easement or in the vegetative and hydrologic condition required by the License.
3. Grantor conveys the following rights to Grantee by this Conservation Easement:
  - (a) To enter upon the Conservation Area between the hours of 8 AM and 5 PM upon no less than three (3) calendar days' notice. Grantee may access the Conservation Area with any necessary equipment or vehicles to ensure compliance with this Conservation Easement and to enforce the rights granted herein. Grantee is granted an easement over, across, and through the Property to access the Conservation Area 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 require and enforce the restoration of such areas or features of the Conservation Area that may be damaged by any inconsistent activity or use. Grantee shall be entitled to recover from Grantor the cost of restoring the land to the natural vegetative, hydrologic, scenic, open, agricultural, or wooded condition existing at the time of execution of this Conservation Easement or to the vegetative and hydrologic condition required by the License, whichever enhancement is the most environmentally desirable to Grantee. These remedies are in addition to any other remedy, fine, or penalty available under Chapter 27, Broward County Code of Ordinances, or that may be available by law.

4. Except for the restoration, creation, enhancement, maintenance, monitoring, and other activities and improvements related to the Conservation Area that are permitted or required by the License, the following activities are prohibited in or on the Conservation Area:
  - (a) Constructing or placing buildings, roads, signage, billboards or other advertising, utilities, or other structures on or above the ground;
  - (b) Dumping or placing soil or other substances or materials as landfill, or dumping or placing trash, waste, or unsightly or offensive materials;
  - (c) Removing or destroying trees, shrubs, or other vegetation, except for the removal of nuisance and exotic vegetation as approved in writing by EPGMD;
  - (d) Excavating, dredging, or removing loam, peat, gravel, soil, rock, or other material substance in such a manner as to affect the surface of the Conservation Area;
  - (e) Surface use except for purposes that permit the land or water area to remain in its vegetative and hydrologic condition specified in the License;
  - (f) Conducting or allowing activities that are detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation, which detrimental activities include but are not limited to ditching, diking, and fencing;
  - (g) Conducting or allowing acts or uses within the Conservation Area that are detrimental to the retention and maintenance of the condition of land or water areas set forth in the Conservation Easement and the License; and
  - (h) Conducting or allowing acts or uses of the Conservation Easement that are detrimental to the preservation of any features or aspects of the Conservation Area having historical, archeological, or cultural significance.
5. Grantor, as owner of the Conservation Area, reserves the right to engage in all uses of the Conservation Area that are not prohibited herein and that are consistent with the intent and purpose of this Conservation Easement.
6. No right of access by the general public to any portion of the Conservation Area is conveyed by this Conservation Easement.
7. Grantee shall not be responsible for any costs or liabilities related to the operation, upkeep, and maintenance of the Conservation Area. Grantor shall be responsible and liable for all costs and liabilities related to the Conservation Area and Conservation Easement. Nothing herein is intended to serve as a waiver of

sovereign immunity by the Parties, nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Conservation Easement or any other contract. The City of Fort Lauderdale, Florida, is a state agency or political subdivision as defined in Section 768.28, Florida Statutes, and shall be fully responsible for the acts and omissions of its agents or employees acting within the course and scope of their employment to the extent of the waiver and limitations of Section 768.28, Florida Statutes.

8. To the extent Grantor is not exempt from real property taxes and assessments levied by competent authority on the Conservation Area, Grantor shall pay any and all applicable real property taxes and assessments levied by competent authority on the Conservation Area.
9. The terms and conditions of this Conservation Easement may be enforced by Grantee by injunctive relief and other available remedies (if any). 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 that may be available under Chapter 27 of the Broward County Code of Ordinances, and as otherwise provided by law.
10. Enforcement of the terms and provisions of this Conservation Easement shall be at the reasonable discretion of Grantee, and any forbearance on behalf of Grantee to exercise its rights hereunder in the event of any breach of this Conservation Easement by Grantor shall not be deemed or construed to be a waiver of any of Grantee's rights hereunder.
11. Grantee will hold this Conservation Easement exclusively for conservation purposes. Grantee will not assign its rights and obligations under this Conservation Easement except to another organization or entity that is qualified to hold such interests under the applicable state laws.
12. Grantor agrees to restore the Conservation Area to the vegetative and hydrologic condition required by the License if Grantor or any third party exercises any easement right or property interest or conducts or allows any other activity on the property that causes damage, degradation, or negative impacts to the Conservation Area. If the Conservation Area is damaged by hurricane, earthquake, or other casualty caused by nature, Grantor shall promptly notify Grantee and restore the Conservation Area to the vegetative and hydrologic condition required by the License.
13. Grantor's obligation to retain and maintain the Conservation Area forever in the vegetative and hydrologic condition specified in this Conservation Easement and the License shall run with the property described in Exhibits A and B, and shall be binding upon Grantor and inure to the benefit of Grantee.

14. If any provision of this Conservation Easement, or the application of this Conservation Easement to any person or circumstance, is found to be invalid, the remainder of the provisions of this Conservation Easement shall not be affected as long as the purpose of the Conservation Easement is preserved.
15. 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.

FOR COUNTY:

Broward County  
Attn: Tree Preservation Program Manager  
Governmental Center, Room 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301

FOR GRANTOR:

City of Fort Lauderdale  
Attn: City Manager  
100 N. Andrews Avenue  
Fort Lauderdale, Florida 33301

16. 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 conveys or divests itself of any interest in the Property or Conservation Area. Any future holder of Grantor's interest in the Property or Conservation Area shall be notified in writing by Grantor of this Conservation Easement.
17. 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 recorded in the Public Records of Broward County, Florida.
18. This Conservation Easement shall be recorded in the Public Records of Broward County, Florida, and shall continue as a servitude running in perpetuity with the Property and Conservation Area. This Conservation Easement shall not be recorded in the Public Records until after its formal acceptance by the Broward County Board of County Commissioners.
19. Grantor hereby covenants to Grantee 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 mortgagees have been joined or subordinated; that Grantor has good right and lawful authority to convey this Conservation Easement; and that Grantor

hereby fully warrants and defends the title to this Conservation Easement against the lawful claims of all persons whomsoever.

(INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the date first above written.

GRANTOR

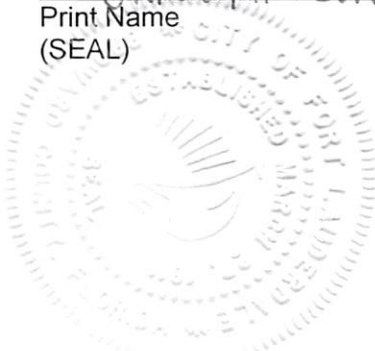
WITNESSES:

Jeanette A. Johnson  
Jeanette A. Johnson

Print Name

Anna Rizzuti Smith  
Anna Rizzuti Smith

Print Name  
(SEAL)



CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida.

By [Signature]  
DEAN J. TRANTALIS, Mayor

By [Signature]  
LEE R. FELDMAN, City Manager

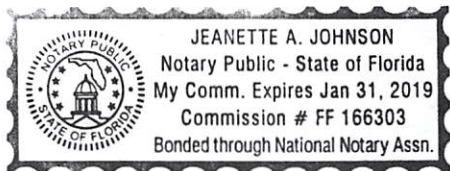
ATTEST: [Signature]  
JEFFREY A. MODARELLI, City Clerk

Approved as to form:  
ALAIN E. BOILEAU, Interim City Attorney

[Signature]  
LYNN SOLOMON, Assistant City Attorney

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 23rd day of October, 2018, by DEAN J. TRANTALIS, Mayor of the CITY OF FORT LAUDERDALE, a municipal corporation of Florida.  
(SEAL)



Jeanette A. Johnson  
Signature: Notary Public, State of Florida

Jeanette A. Johnson  
Name of Notary Typed, Printed or Stamped

Personally Known

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 22nd day of October, 2018, by LEE R. FELDMAN, City Manager of the CITY OF FORT LAUDERDALE, a municipal corporation of Florida.

(SEAL)



  
Signature: Notary Public, State of Florida

Kerry Arthurs  
Name of Notary Typed, Printed or Stamped

Personally Known



**ACCEPTANCE BY BROWARD COUNTY**

The Broward County Board of County Commissioners hereby accepts this Conservation Easement for EPGMD License No. TP18-1056.

ATTEST;

BROWARD COUNTY, through its  
BOARD OF COUNTY COMMISSIONERS

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

By \_\_\_\_\_  
Mayor

\_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

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

By Benjamin D. Crego 11/13/18  
Benjamin D. Crego (Date)  
Assistant County Attorney

By Maite Azcoitia 11/15/18  
Maite Azcoitia (Date)  
Deputy County Attorney

## EXHIBIT A

### DESCRIPTION PARCEL 21 B

A PORTION OF TRACT 1, "F X-E PLAT", AS RECORDED IN PLAT BOOK 119, PAGE 4, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF PARCEL "A", "AIRPORT CENTER", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 122, PAGE 40, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING IN SECTION 17, TOWNSHIP 49 SOUTH, RANGE 42 EAST; THENCE NORTH 01°53'01" WEST ALONG A LINE PARALLEL WITH AND 40.00 FEET WEST OF, AS MEASURED AT RIGHT ANGLES, THE EAST LINE OF THE NORTHEAST ONE QUARTER (NE 1/4 ) OF SAID SECTION 17 AND ALSO BEING THE WEST RIGHT OF WAY LINE OF NW 21st AVE. A DISTANCE OF 457.98 FEET TO THE POINT OF BEGINNING: THENCE CONTINUE NORTH 01°53'01" WEST ALONG A LINE PARALLEL WITH 40.00 FEET WEST OF AS MEASURED AT RIGHT ANGLES TO THE EAST LINE OF THE NORTHEAST ONE QUARTER (NE ¼ ) OF SAID SECTION 17 A DISTANCE OF 128.86 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE SOUTHWESTERLY: THENCE NORTHERLY AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 224.21 FEET, A CENTRAL ANGLE OF 45°07'45" AND AN ARC DISTANCE OF 176.60 FEET TO THE POINT OF TANGENCY: THENCE NORTH 47°00'46" WEST, A DISTANCE OF 149.66 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY: THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF 12°35'36" AND AN ARC DISTANCE OF 71.43 FEET TO A POINT: THENCE SOUTH 88°21'35", A DISTANCE OF 42.23 FEET TO A POINT, SAID POINT BEARING SOUTH 83°22'59" EAST, FROM THE RADIUS POINT OF NEXT DESCRIBED CURVE: THENCE SOUTHERLY, SOUTHWESTERLY, WESTERLY ,AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 70.00 FEET, A CENTRAL ANGLE 142°21'39" AN ARC DISTANCE OF 173.93 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE, CONCAVE SOUTHWESTERLY: THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 110.00 FEET A CENTRAL ANGLE OF 16°26'53" AND AN ARC DISTANCE OF 31.18 FEET TO A POINT, SAID POINT BEARING NORTH 41°38'38" EAST FROM THE RADIUS POINT OF LAST DESCRIBED CURVE: THENCE SOUTH 88°21'35" WEST, A DISTANCE OE 209.76 FEET: THENCE SOUTH 01°36'00" EAST, ALONG THE WEST BOUNDARY OF SAID "F-X-E PLAT", A DISTANCE OF 496.53 FEET: THENCE NORTH 67°33'51" EAST A DISTANCE OF 61.24 FEET: THENCE NORTH 88°11'24" EAST A DISTANCE OF 290.12 FEET: THENCE SOUTH 01°48' 36" EAST A DISTANCE OF 16.50 FEET: THENCE NORTH 88' 11 '24" EAST A DISTANCE OF 87.80 FEET: THENCE NORTH 75° 32' 19" EAST A DISTANCE OF 190.23 FEET TO THE POINT OF BEGINNING.

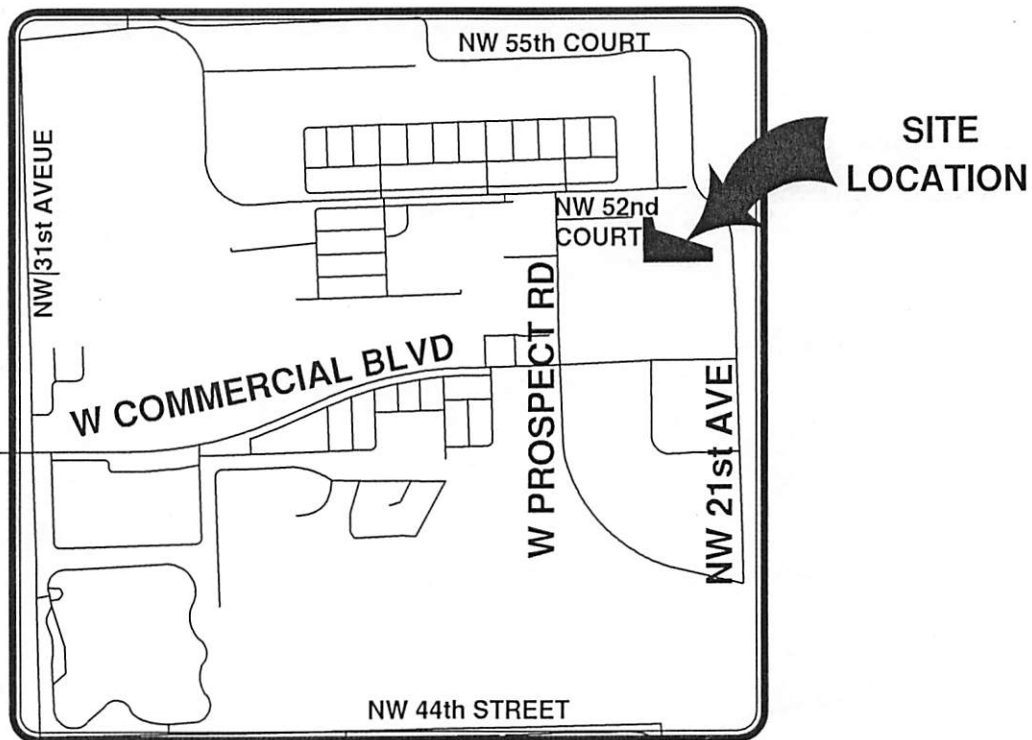
SAID LANDS SITUATE, LYING AND BEING N THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA, CONTAINING 6.014 ACRES MORE OR LESS.

DESCRIPTION: (CONSERVATION EASEMENT)

A PORTION OF TRACT I, "F-X-E PLAT" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 119, PAGE 4, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE WESTERNMOST SOUTHWEST CORNER OF SAID TRACT I; THENCE ALONG WESTERLY BOUNDARY OF SAID TRACT I, NORTH 01'24'04" WEST 411.56 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WESTERLY BOUNDARY NORTH 01'24'04" WEST 319.38 FEET; THENCE SOUTH 89'42'25" EAST 56.23 FEET; THENCE SOUTH 26'48'41" EAST 69.85 FEET; THENCE SOUTH 89'40'12" EAST 111.16 FEET; THENCE SOUTH 64'30'24" EAST 341.26 FEET; THENCE SOUTH 0'19'48" WEST 76.59 FEET; THENCE SOUTH 75'52'07" WEST 64.46 FEET; THENCE SOUTH 88'31'12" WEST 87.80 FEET; THENCE NORTH 1'28'48" WEST 16.50 FEET; THENCE SOUTH 88'31'12" WEST 290.12 FEET; THENCE SOUTH 67'53'39" WEST 62.54 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING, AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA AND CONTAINING 98946 SQUARE FEET (2.271 ACRES) MORE OR LESS.



TOWNSHIP 49S - RANGE 42E - SECTION 17  
**LOCATION MAP**  
N.T.S.

SEE SHEET 2 OF 2 FOR SKETCH

**SKETCH & DESCRIPTION**

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY

DATE	REVISIONS	DRAWN	CHECKED

CERTIFIED TO:  
**FORT LAUDERDALE EXECUTIVE AIRPORT**  
CONSERVATION EASEMENT WITHIN PARCEL 21B

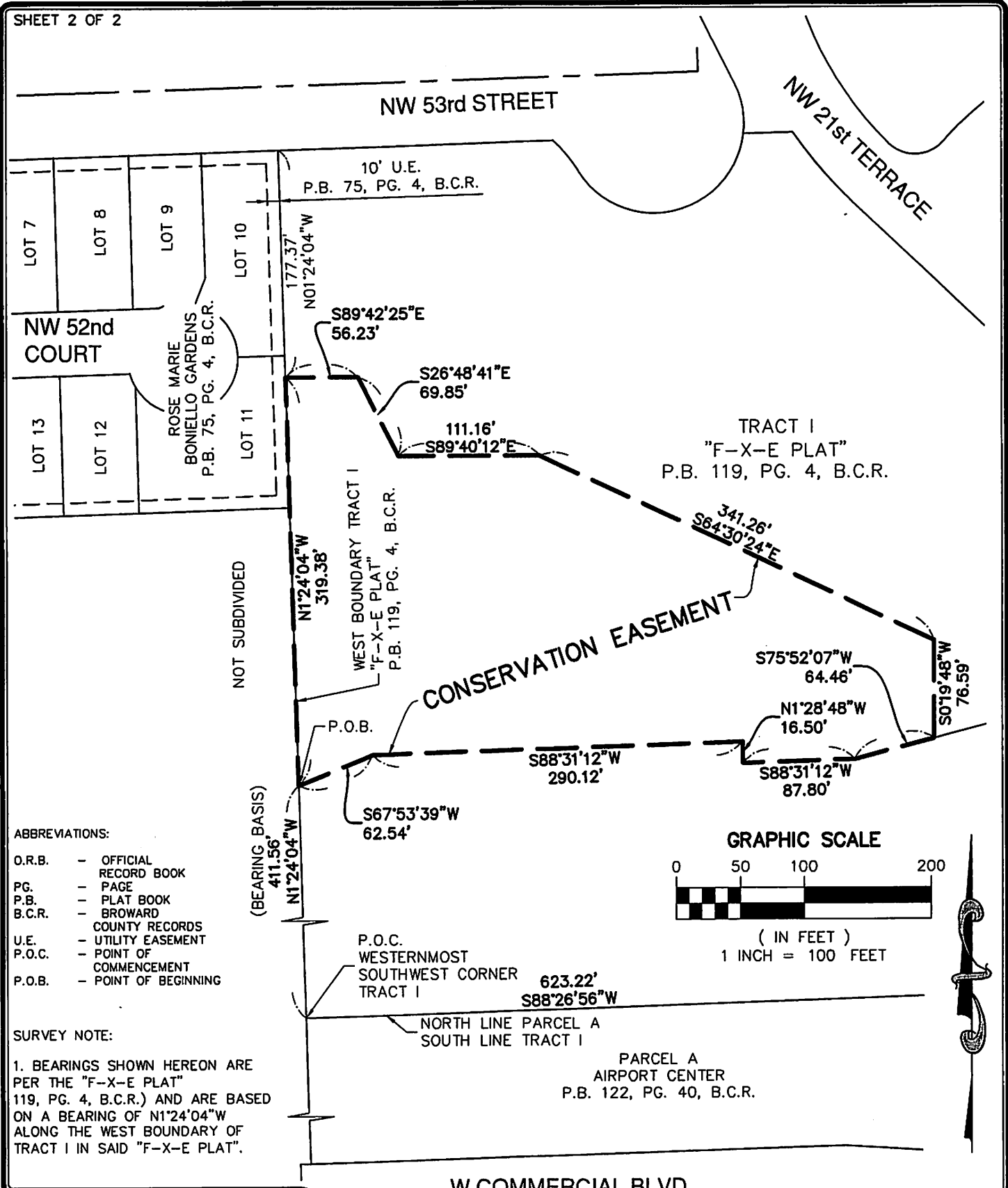
**MILLER LEGG**  
South Florida Office: 5747 N. Andrews Way  
Ft. Lauderdale, Florida - 33309-2364  
954-436-7000 · Fax: 954-436-8664  
www.millerlegg.com

I HEREBY CERTIFY THAT THIS SKETCH MEETS STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.  
DATED THIS 7th DAY OF JUNE, 2018 A.D.

*Martin P. Rossi*  
**MARTIN P. ROSSI**  
PROFESSIONAL SURVEYOR AND MAPPER  
STATE OF FLORIDA REGISTRATION No. 5857  
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER  
CERTIFICATE OF AUTHORIZATION: LB6680

DRAWN BY: LP	CHECKED BY: MR	PROJECT NO. <b>18-00003</b>	FILE NO. <b>SH-1</b>
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SHEET 2 OF 2



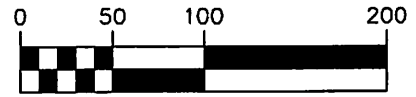
ABBREVIATIONS:

- O.R.B. - OFFICIAL RECORD BOOK
- PG. - PAGE
- P.B. - PLAT BOOK
- B.C.R. - BROWARD COUNTY RECORDS
- U.E. - UTILITY EASEMENT
- P.O.C. - POINT OF COMMENCEMENT
- P.O.B. - POINT OF BEGINNING

SURVEY NOTE:

1. BEARINGS SHOWN HEREON ARE PER THE "F-X-E PLAT" 119, PG. 4, B.C.R.) AND ARE BASED ON A BEARING OF N1'24'04"W ALONG THE WEST BOUNDARY OF TRACT I IN SAID "F-X-E PLAT".

GRAPHIC SCALE



( IN FEET )  
1 INCH = 100 FEET

**MILLER LEGG**

South Florida Office: 5747 N. Andrews Way  
FL Lauderdale, Florida - 33309-2384  
954-436-7000 - Fax: 954-436-8864  
www.millerlegg.com

Certificate of Authorization L.B. 6680

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY

**SKETCH & DESCRIPTION**

PROJECT NO.  
18-00003

FILE NO.  
SH-2