

**SOUTH BROWARD DRAINAGE DISTRICT
GOVERNING BOARD MEETING MINUTES**

OCTOBER 31, 2013

Present:

Scott Hodges, Chairperson
James Ryan, Vice Chairperson
Vicki Minnaugh, Treasurer
Robert E. Goggin, IV, Secretary
Alanna Mersinger, Commissioner
Mercedes Santana-Woodall, Commissioner

Kevin M. Hart, District Director
Douglas R. Bell, Legal Counsel
Reina Muniz, Recording Secretary
General Public: See Attached List

Absent:

Thomas Good, Commissioner

01. CALL TO ORDER/PLEDGE OF ALLEGIANCE

Chair Hodges called the SBDD Board Meeting to order at 8:05 A.M., with Commissioner Minnaugh, Commissioner Mersinger and Commissioner Santana-Woodall present; followed by the Pledge of Allegiance.

02. PUBLIC COMMENT

None.

03. APPROVAL OF MINUTES

Commissioner Minnaugh moved for approval of the minutes of the September 26th, 2013, South Broward Drainage District Board meeting. Motion was seconded by Commissioner Mersinger and was carried unanimously.

04. DIRECTOR'S REPORT

A. CONTRACT AWARD:

REPLACEMENT OF THREE (3) GEAR DRIVES FOR 42" STORMWATER PUMPS IN MIRAMAR – District Director Hart stated that SBDD had advertised for bids for the Stormwater Gear Drive Replacement at the S-2 Pump Station in Miramar Project. The District received a total of four (4) bids. The Bid amounts ranged in price from \$36,995.00 to \$98,999.00. Each bidder was required to visit the job site location with a SBDD representative as a prerequisite to submitting a bid.

The lowest bid was submitted by MWI Corporation, Inc. in the amount of \$36,995.00. SBDD has reviewed the bid submitted by MWI Corporation, Inc. and has determined that the Contractor is qualified to perform the work and that the bid meets all requirements. SBDD is familiar with this Contractor and has been satisfied with their past work for the District. District Director Hart recommended that the District award the contract for the Stormwater Gear Drive Replacement at the S-2 Pump Station in Miramar Project to MWI Corporation, Inc. in the amount of \$36,995.00 as the lowest responsive, responsible bidder. This work will be done as part of the District's 2013/14 Capital Improvement Plan (CIP) and funding for the project will come from the SBDD Capital Improvement Committed Account.

Commissioner Minnaugh moved for approval to award the SBDD Stormwater Gear Drive Replacement at the S-2 Pump Station in Miramar Project to MWI Corporation, Inc. in the amount of \$36,995.00. Motion was seconded by Commissioner Mersinger and it was carried unanimously.

At this time, Vice Chair Ryan and Commissioner Goggin joined the meeting.

B. REQUEST TO TRANSFER FUNDS

District Director Hart commented that SBDD recently completed the following CIP project that was previously approved by the Board with funding through the Capital Improvement Committed Account:

❖ S-7 Gear Drive Replacement Project

The contract amount as approved by the Board was \$41,511.00. In addition, SBDD approved a \$568.68 Change Order for a guardrail modification on the SW 70th Place Culvert Replacement project.

District Director Hart requested approval to transfer \$42,079.68 from the SBDD Capital Improvement Committed Account to the SBDD General Operating Account as reimbursement for the CIP projects noted above.

Commissioner Minnaugh moved for approval to transfer \$42,079.68 from the SBDD Capital Improvement Committed Account to the SBDD General Operating Account as reimbursement for the S-7 Gear Drive Replacement Project and the SW 70th Place Culvert Replacement Project. Motion was seconded by Commissioner Santana-Woodall and it was carried unanimously.

C. REQUEST TO USE SBDD GROUNDS FOR OVERFLOW PARKING BY SHIVA VISHNU TEMPLE

District Director Hart stated that the Shiva Vishnu Temple is requesting permission to use the District's south field for overflow parking over the Thanksgiving weekend on Friday, Saturday and Sunday. The time of the parking use will be between the hours of 8 AM and 9 PM.

The area to be utilized will be approximately 340' x 245'. Shiva Vishnu Temple will have

BSO officers present at all times, and will provide a Certificate of Insurance naming SBDD as additional insured for the time that the SBDD property will be used. In addition, they will be responsible for all set up and cleanup activities, and for securing any required permits and approvals. There will be no cost to the District for this event. All costs for this request will be incurred by Shiva Vishnu Temple.

Mr. Chandra Neelamraju, member of Shiva Vishnu Temple, presented the Board with an overview of the event and the magnitude of people that will attend.

Commissioner Santana-Woodall moved for approval for the use of SBDD grounds for parking by Shiva Vishnu Temple. Motion was seconded by Commissioner Mersinger.

In discussion, Commissioner Mersinger had several questions regarding the opening and closing of the gate, insurance and cleanup. District Director Hart replied that the District will be coordinating the opening and closing of the gate with Shiva Vishnu Temple. BSO and the Temple will be responsible for locking up, and the grounds will be left as it was found. SBDD may also have someone stop by periodically to coordinate. There will be insurance that will hold the District harmless of any liability, etc. Attorney Bell said that it should state South Broward Drainage District and not Broward County.

Commissioner Minnaugh suggested that the District prepare a written Agreement stating the Temple's responsibilities and have it signed by SBDD and Shiva Vishnu Temple. Attorney Bell agreed.

Commissioner Goggin suggested that a barrier be set up to indicate the designated parking area. District Director Hart agreed.

The question was called and it was carried unanimously.

D. OTHER

- S-2 Sluice Gate – District Director Hart requested Board approval to move forward with the S-2 Sluice Gate project. He said that the S-2 Pump Station will mimic the work done at the S-7 Pump Station. This will allow the District to not only move a significant volume of water, but to move water by gravity without having to operate the pumps. It will result in less maintenance and time usage on the pumps; and it will provide for emergency flow. He said that because of the success at the S-7 Pump Station, the District would like to do the same with the S-2 Pump Station. The budgeted cost for the project is \$50,000.00 and the S-7 Pump Station was done under that cost. District Director Hart said that the District will bring back a summary of the project upon completion.

Commissioner Minnaugh moved for approval to move forward with the S-2 Sluice Gate project. Motion was seconded by Commissioner Mersinger and it was carried unanimously.

Chair Hodges asked District Director Hart if at the next Board meeting he would present the Board with pictures of what a sluice gate looks like. District Director Hart

replied that he would be happy to.

- Update on the S-3 Basin Improvements – District Director Hart said that everything is moving forward on the 48” basin inter-connect, and that it should be completed within the next 12 to 18 months; and that there will be some additional funds that can be applied to the District’s S-3 Basin for improvements. He said that the District is looking to do some upgrades to the S-3 Pump Station.
- Holiday Luncheon – The SBDD Holiday Luncheon will be held on Friday, December 20, 2013 at 1:00 p.m.

05. ATTORNEY’S REPORT:

Attorney Bell commented that on the legislative front there have been no bills filed, but there may be some proposed; and that he will keep the Board members apprised.

06. APPROVAL OF LEGAL FEES

Commissioner Goggin moved for approval of the legal bills. Motion was seconded by Commissioner Minnaugh and it was carried unanimously.

07. BOARD MEMBER’S QUESTIONS/COMMENTS

Commissioner Minnaugh asked District Director Hart for a status on the drainage issues at the shopping centers. District Director Hart said that he is coordinating with AllState Resource Management Company to prepare a joint presentation on “maintenance of drainage systems”, and to try to get it accredited through the state so that the property managers can get CEU credits for their certificates. He said that part of the reason for this is that he thinks it would draw more people to the seminar. He said that the seminar will be focused on the maintenance of drainage systems for the shopping centers in order to eliminate flooding due to lack of maintenance. He said that a high percentage of the cause of flooding in these shopping centers is a lack of routine maintenance. He said that his goal is to kick this off before the next rainy season.

08. OTHER

Commissioner Santana-Woodall made an open invitation to the Board of Commissioners to join the Mayors Gang Team, Three Little Divas or maybe start your own team or make donations to the team, for a Relay for Life event that will be held on March 14th, 2014. There will also be a silent auction on January 12th, 2014. You can go to the website at the American Cancer Society to donate and sign up.

Commissioner Mersinger updated the Board on the C-51 Work Group meeting. She said that she tried to separate the land evaluation from the engineering report because the engineer is not an appraiser. She commented that they are squabbling about who will pay the \$150,000.00 for the engineering report. She also mentioned that she has concerns that the original estimates and engineering work was done by the private company that owns the land.

09. MEETING DATE(S)

A. The Next Regular Board Meeting will be held on **Thursday, November 21st at 8:00 a.m.**

Adjournment at 8:37 A.M.

Respectfully submitted,

Robert E. Goggin IV, Secretary
South Broward Drainage District

/rim

DRAFT

MEMORANDUM

DATE: November 14, 2013

TO: South Broward Drainage District Commissioners

FROM: Kevin M. Hart, P.E.
District Director

Subject: Contract Award for SBDD Conversion of Stormwater Pumps from Oil to Water Lubrication at the S-3 & S-4/S-5 Pump Stations in Miramar

Comments:

SBDD advertised for bids for the Conversion of Stormwater Pumps From Oil to Water Lubrication at the S-3 & S-4/S-5 Pump Stations in Miramar. Two pumps are located at the S-3 Pump Station (#1 and # 2 Pumps) and two pumps are located at the S-4/S-5 Pump Station (S-4 #2 and S-5 #1Pumps). We received a total of two (2) bids. The bid included a base bid and two Alternate Bid Items for each pump station location. The base bids ranged in price from \$60,174.00 to \$63,200.00. Each bidder was required to visit the two site locations with a SBDD representative as a prerequisite to submitting a bid. A copy of the Bid Summary is attached.

The lowest base bid for both locations was submitted by MWI Corporation (MWI) in the amount of \$60,174.00. SBDD has reviewed the bid submitted by MWI and has determined that the Contractor is qualified to perform the work and that the bid meets all requirements. MWI has performed work for the District in the past and the District has been satisfied with their work.

I am recommending that the District award the contract for the SBDD Conversion of Stormwater Pumps From Oil to Water Lubrication at the S-3 & S-4/S-5 Pump Stations in Miramar to MWI Corporation in the amount of \$60,174.00 as the lowest responsive, responsible bidder. In addition, I am requesting the award of Bid Alternates 1 and 2 in the combined amount, not-to-exceed, of \$9,596.00 to MWI Corporation as the lowest responsive, responsible bidder. The total amount of the contract will be a not-to-exceed amount of \$69,770.00.

Financial impacts to this Agenda Item: The work covered under this project will be split between the District's 2013-2014 Capital Improvement Plan (CIP) and the S-3 Basin Improvements included under the General Operating Budget; and funding for the project will come from both the SBDD Capital Improvement Committed Account (\$34,462) and the General Operating Account (\$35,308).

This is to request approval to award the contract for the SBDD Conversion of Stormwater Pumps From Oil to Water Lubrication at the S-3 & S-4/S-5 Pump Stations in Miramar to MWI Corporation in the not-to-exceed amount of \$69,770.00. Funding for this project will come from the SBDD Capital Improvement Committed Account (\$34,462) and General Operating Account (\$35,308).

KH
Attachment

BID TABULATION
SOUTH BROWARD DRAINAGE DISTRICT

CONVERSION OF (4) STORMWATER PUMPS FROM OIL TO WATER LUBRICATION
AT THE S-3 & S-4/S-5 PUMP STATIONS IN MIRAMAR

Thursday, November 07, 2013

(BID RESULTS HAVE NOT BEEN FULLY EVALUATED)

COMPANY NAME	BID FORM # 1 - S-3 PUMP STATION					BID FORM # 2 - S-4/5 PUMP STATION				
	BASE BID AMOUNTS			ALT. BID AMOUNTS		BASE BID AMOUNTS			ALT. BID AMOUNTS	
	LOC. #1	LOC. #2	TOTAL BASE BID FOR BOTH LOCATIONS	NEW PROPELLER PER PUMP	REBLADING PROPELLER PER PUMP	LOC. #1	LOC. #2	TOTAL BASE BID FOR BOTH LOCATIONS	NEW PROPELLER PER PUMP	REBLADING PROPELLER PER PUMP
MWI CORPORATION	\$15,155.00	\$15,155.00	\$30,310.00	\$2,499.00	\$1,589.00	\$14,879.00	\$14,985.00	\$29,864.00	\$2,299.00	\$1,382.00
CREEL PUMP INC.	\$16,100.00	\$16,100.00	\$32,200.00	\$5,000.00	\$3,500.00	\$15,500.00	\$15,500.00	\$31,000.00	\$4,500.00	\$3,000.00

MEMORANDUM

DATE: November 14, 2013
TO: South Broward Drainage District Commissioners
FROM: Kevin M. Hart, P.E.
District Director
Subject: Request to Vacate an Ingress/Egress Easement in the "Pines 184 Plat"

Comments:

South Broward Drainage District (SBDD) received a request to vacate an Ingress-Egress Easement located within the proposed Pines Crossing Plaza development (aka: "Pines 184 Plat"). The Ingress-Egress Easement was previously dedicated by separate instrument under OR Book 41882, Page 1581, BCR and OR Book 41882, Page 1594, BCR. The property is currently owned by Pines Crossings, LLC.

Attached to this memo is the sketch & legal description of the Ingress-Egress Easement area to be vacated, along with the original easement dedications. An overall Exhibit showing the easement area to be vacated is also attached.

The reason for the request is to accommodate the proposed development plan for the property. The applicant is required to obtain a Paving & Drainage Permit from the District and enter into a Maintenance & Indemnification Agreement.

SBDD staff has no objection to this vacation request, subject to the property owner entering into a Maintenance & Indemnification Agreement, which will allow SBDD to access the property.

Financial impacts to this Agenda Item: none, other than SBDD administrative costs; all other costs will be incurred by the property owner.

The request is for approval of SBDD to vacate and release its interest in the following property, subject to the property owner entering into a Maintenance & Indemnification Agreement with the District: Property described in the attached Exhibit "A" of the Release and Vacation of a Grant of Easement (Pines 184 Plat Ingress/Egress Easement), said property being a portion of Tract 'A', "Pines 184 Plat", according to the Plat thereof as recorded in Plat Book 176, Pages 106, B.C.R. and also being the easement thereof recorded in ORB 41882, Pages 1581, B.C.R. and ORB 41882, Page 1594, B.C.R.

KH

Attachments

Prepared by

And Return To: South Broward Drainage District
6591 S.W. 160th Avenue
Southwest Ranches, Florida 33331

Folio No.:

**RELEASE AND VACATION OF A GRANT OF EASEMENT
(PINES 184 PLAT INGRESS/EGRESS EASEMENT)**

THIS RELEASE AND VACATION OF A GRANT OF EASEMENT ON PINES 184 PLAT executed this _____ day of _____, 2_____, by SOUTH BROWARD DRAINAGE DISTRICT, a political subdivision of the State of Florida, having its principal place of business at 6591 S.W. 160th Avenue, Southwest Ranches, Florida 33331, first party to PINES CROSSINGS, LLC, a Florida limited liability company, whose mailing address is 1575 San Ignacio Avenue, Suite 499, Coral Gables, FL 33146, his successors and assigns as their interest may appear of record, second party.

(Wherever used herein, the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, assigns of individuals, the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, that the first party, for and in consideration of the sum of \$10.00, in hand paid by the second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the GRANT OF EASEMENT (EASEMENT) as described in the attached "EXHIBIT A".

The purpose of this RELEASE AND VACATION is to release and vacate the first party's interest in and to the EASEMENT located on second party's property as described above. No other interest of the first party is being released or vacated by this document.

TO HAVE AND TO HOLD, the same together with all singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

IN WITNESS WHEREOF, the said first party has caused these presents to be executed in its name, and its seal to be hereunto affixed, by its proper officers thereunto duly authorized the day and year first above written.

Signed, sealed and delivered
in the presence of:

SOUTH BROWARD DRAINAGE DISTRICT

Witness Signature

SCOTT HODGES, Chairperson

Witness Printed Name

Attest:

Witness Signature

ROBERT GOGGIN IV, Secretary

Witness Printed Name

(DISTRICT SEAL)

STATE OF FLORIDA)
)§
COUNTY OF BROWARD)

The foregoing instrument was executed before me this _____ of _____, 2_____, by SCOTT HODGES and ROBERT GOGGIN IV as President and Secretary, respectively of the SOUTH BROWARD DRAINAGE DISTRICT, first party, who are personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 2_____.

(NOTARY SEAL/STAMP)

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

EXHIBIT "A"

LAND DESCRIPTION

INGRESS-EGRESS EASEMENT

A PORTION OF THE EAST ONE-HALF (E1/2) OF TRACTS 49, 50 AND 51, IN SECTION 13, TOWNSHIP 51 SOUTH, RANGE 39 EAST, BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF PEMBROKE PINES 5 ACRES PLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 173, PAGE 155 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA;

THENCE SOUTH 01°47'03" EAST, ALONG THE EAST LINE OF SAID PLAT, 59.02 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 89°52'26" EAST, 293.87 FEET;

THENCE SOUTH 01°46'55" EAST, 172.54 FEET;

THENCE SOUTH 88°13'05" WEST, 32.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 35.00 FEET A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 54.98 FEET TO THE POINT OF TANGENCY;

THENCE SOUTH 01°46'55" EAST, 0.71 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 38.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 59.89 FEET TO THE POINT OF TANGENCY;

THENCE NORTH 88°13'05" EAST, 44.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHWEST;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 38.00 FEET, A CENTRAL ANGLE OF 54°39'38", AN ARC DISTANCE OF 36.25 FEET TO THE WEST RIGHT-OF-WAY LINE OF SOUTHWEST 184TH AVENUE;

THENCE SOUTH 01°46'55" EAST, ALONG SAID WEST RIGHT-OF-WAY LINE, 50.45 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST (A RADIAL LINE THROUGH SAID POINT BEARS SOUTH 26°09'02" WEST TO THE RADIUS POINT OF THE NEXT DESCRIBED CURVE);

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 38.00 FEET, A CENTRAL ANGLE OF 27°55'57", AN ARC DISTANCE OF 18.53 FEET TO THE POINT OF TANGENCY;

SHEET 1 OF 5 SHEETS

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THENCE SOUTH 88°13'05" WEST, 65.20 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 47.12 FEET TO THE POINT OF TANGENCY;

THENCE SOUTH 01°46'55" EAST, 245.22 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 78.54 FEET TO THE POINT OF TANGENCY;

THENCE NORTH 88°13'05" EAST, 30.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHWEST;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 55°35'12", AN ARC DISTANCE OF 38.81 FEET TO SAID WEST RIGHT-OF-WAY LINE OF SOUTHWEST 184TH AVENUE;

THENCE SOUTH 01°46'55" EAST, ALONG SAID WEST RIGHT-OF-WAY LINE, 79.11 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST (A RADIAL LINE THROUGH SAID POINT BEARS SOUTH 21°39'08" WEST TO THE RADIUS POINT OF THE NEXT DESCRIBED CURVE);

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 16°14'10", AN ARC DISTANCE OF 11.33 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE TO THE NORTHEAST;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 184.95 FEET, A CENTRAL ANGLE OF 15°38'28", AN ARC DISTANCE OF 50.49 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE TO THE SOUTHWEST;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 500.00 FEET, A CENTRAL ANGLE OF 01°55'40", AN ARC DISTANCE OF 16.82 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE TO THE NORTHEAST;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 83.47 FEET, A CENTRAL ANGLE OF 31°32'57", AN ARC DISTANCE OF 51.47 FEET TO A POINT OF REVERSE CURVE WITH A CURVE CONCAVE TO THE SOUTHWEST;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 38.00 FEET, A CENTRAL ANGLE OF 52°27'39", AN ARC DISTANCE OF 34.79 FEET TO THE POINT OF TANGENCY;

THENCE SOUTH 88°13'05" WEST, 95.71 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST;

JA

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 74.00 FEET, A CENTRAL ANGLE OF 77°02'03", AN ARC DISTANCE OF 99.49 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE TO THE SOUTHWEST;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 38.00 FEET, A CENTRAL ANGLE OF 60°00'49", AN ARC DISTANCE OF 39.80 FEET TO A POINT ON THE EAST LINE OF SAID PEMBROKE PINES 5 ACRES PLAT;

THENCE NORTH 01°47'03" WEST, ALONG SAID EAST LINE, 24.01 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST (A RADIAL LINE THROUGH SAID POINT BEARS NORTH 23°21'51" WEST TO THE RADIUS POINT OF THE NEXT DESCRIBED CURVE);

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 38.00 FEET, A CENTRAL ANGLE OF 68°25'04", AN ARC DISTANCE OF 45.38 FEET TO THE POINT OF TANGENCY;

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THENCE NORTH 01°46'55" WEST, 209.94 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 38.00 FEET, A CENTRAL ANGLE OF 68°26'05", AN ARC DISTANCE OF 45.38 FEET TO A POINT ON THE EAST LINE OF SAID PEMBROKE PINES 5 ACRES PLAT;

THENCE NORTH 01°47'03" WEST, ALONG SAID EAST LINE, 24.03 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST (A RADIAL LINE THROUGH SAID POINT BEARS NORTH 23°20'45" WEST TO THE RADIUS POINT OF THE NEXT DESCRIBED CURVE);

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 38.00 FEET, A CENTRAL ANGLE OF 68°26'10", AN ARC DISTANCE OF 45.39 FEET TO THE POINT OF TANGENCY;

THENCE NORTH 01°46'55" WEST, 95.63 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 38.00 FEET, A CENTRAL ANGLE OF 68°26'46", AN ARC DISTANCE OF 45.40 FEET TO A POINT ON THE EAST LINE OF SAID PEMBROKE PINES 5 ACRES PLAT;

THENCE NORTH 01°47'03" WEST, ALONG SAID EAST LINE, 24.00 FEET TO THE POINT OF BEGINNING;

CONTAINING 145,243 SQUARE FEET (3.334 ACRES), MORE OR LESS.

LESS AND EXCEPT THEREFROM:

COMMENCING AT THE NORTHEAST CORNER OF PEMBROKE PINES 5 ACRES PLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 173, PAGE 155 OF THE

PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA;

THENCE NORTH 89°52'26" EAST ALONG THE SOUTH RIGHT-OF-WAY LINE OF PINES BOULEVARD (STATE ROAD NO. 820), 89.58 FEET;

THENCE SOUTH 00°07'34" EAST, 83.00 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 89°52'26" EAST, 145.77 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 38.00 FEET, A CENTRAL ANGLE OF 88°20'36", AN ARC DISTANCE OF 58.58 FEET TO THE POINT OF TANGENCY;

THENCE SOUTH 01°46'55" EAST, 50.31 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHWEST;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 38.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 59.69 FEET TO THE POINT OF TANGENCY;

THENCE SOUTH 88°18'05" WEST, 78.00 FEET;

THENCE SOUTH 01°46'55" EAST, 385.14 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHWEST;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 38.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 59.69 FEET TO THE POINT OF TANGENCY;

THENCE SOUTH 88°13'05" WEST, 68.71 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 78.54 FEET TO THE POINT OF TANGENCY;

THENCE NORTH 01°46'55" WEST, 465.66 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 38.00 FEET, A CENTRAL ANGLE OF 91°39'21", AN ARC DISTANCE OF 60.79 FEET TO THE POINT OF BEGINNING;

CONTAINING 92,182 SQUARE FEET (2.116 ACRES), MORE OR LESS.

SAID LANDS LYING IN PEMBROKE PINES, BROWARD COUNTY, FLORIDA, CONTAINING A COMPUTED NET AREA OF 63,080 SQUARE FEET (1.219 ACRES), MORE OR LESS.

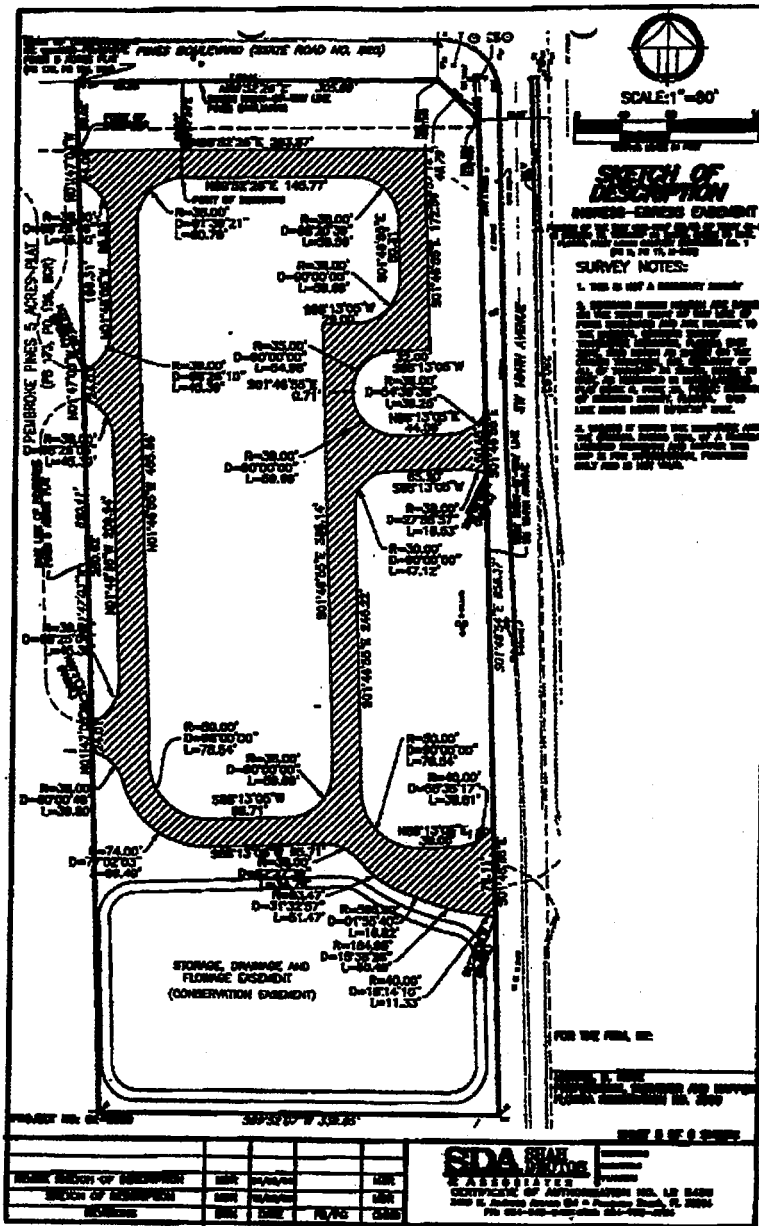
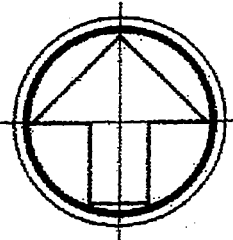


EXHIBIT 'A'

SHERIDAN STREET



PINES BOULEVARD (SR 820)

THIS PROJECT —



SW 184TH AVENUE

SW 3RD ST

SW 184TH TERR

SW 4TH ST

PEMBROKE ROAD

LOCATION MAP

NOT TO SCALE

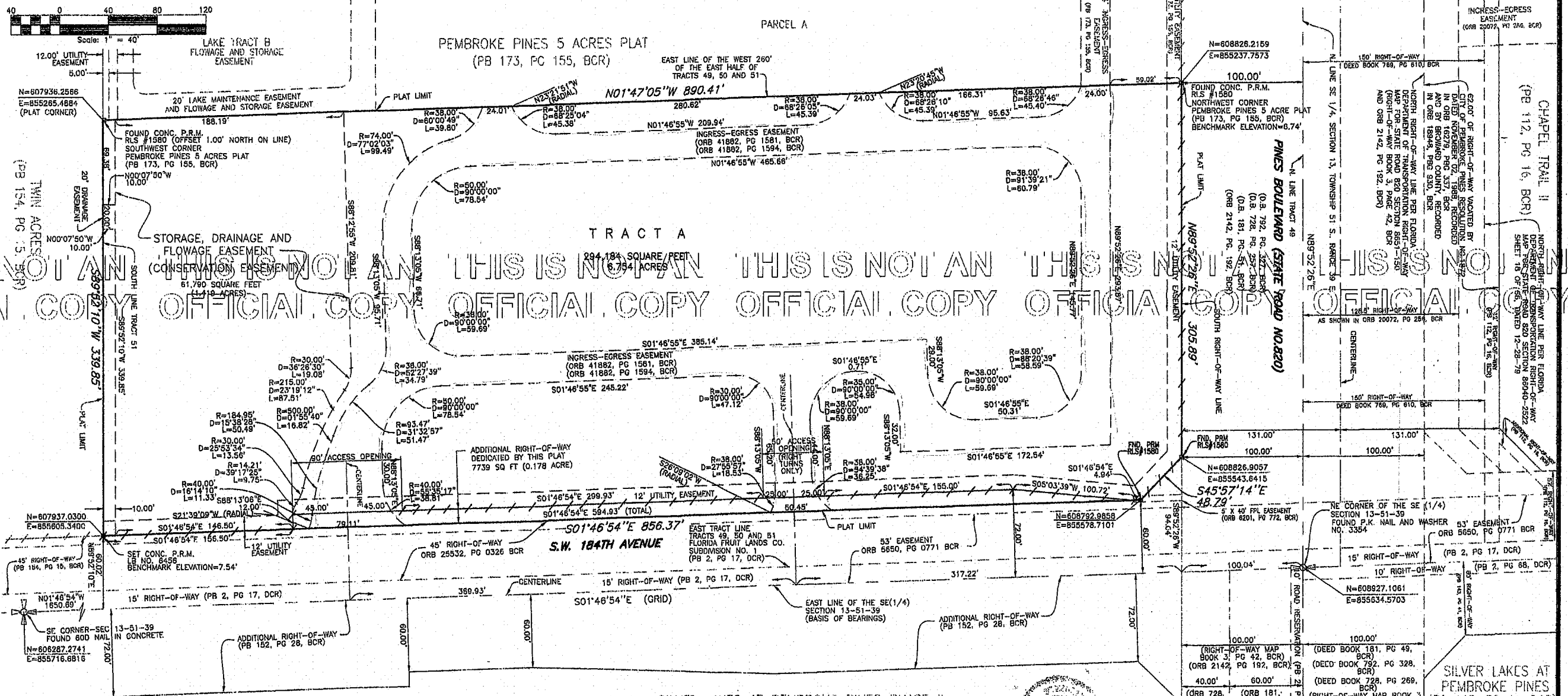
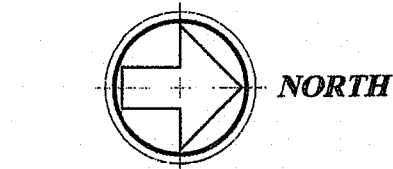
PINES 184 PLAT

Page 2 of 2

SDA SHAH DROTOS & ASSOCIATES
ENGINEERING
SURVEYING
PLANNING

A REPLAT OF A PORTION OF THE EAST ONE-HALF (E1/2) OF TRACTS 49, 50 AND 51,
FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1 (PB 2, PG 17, DCR)
IN THE SOUTHEAST ONE-QUARTER (SE 1/4), SECTION 13, TOWNSHIP 51 SOUTH, RANGE 39 EAST,
CITY OF PEMBROKE PINES, BROWARD COUNTY, FLORIDA

CERTIFICATE OF AUTHORIZATION NO. 6456
3410 N. Andrews Avenue Ext • Pompano Beach, FL 33064
PH: 954-943-9433 • FAX: 954-783-4754
APRIL 2003



THIS IS NOT AN OFFICIAL COPY OF THE PLAT. THIS IS NOT AN OFFICIAL COPY OF THE PLAT. THIS IS NOT AN OFFICIAL COPY OF THE PLAT. THIS IS NOT AN OFFICIAL COPY OF THE PLAT.

SURVEY NOTES:

- (P.R.M.) INDICATES PERMANENT REFERENCE MONUMENT. SET 4"x4"x24" CONCRETE MONUMENT WITH BRASS DISK (LB 6456) UNLESS LABELED OTHERWISE.
- STATE PLANE COORDINATES AND BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF THE SOUTHEAST ONE-QUARTER OF SECTION 13, TOWNSHIP 51 SOUTH, RANGE 39 EAST AND ARE RELATIVE TO THE NATIONAL GEODETIC SURVEY TRANSVERSE MERIDIAN, FLORIDA EAST ZONE GRID NORTH AS SHOWN ON THE CRIVEN THOMPSON, INC. RESURVEY OF ALL OF TOWNSHIP 51 SOUTH, RANGE 39 EAST, AS RECORDED IN MISCELLANEOUS PLAT BOOK 6, PAGE 20, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. (NAD 83, 1990 ADJUSTMENT) SAID LINE BEARS SOUTH 01°48'84" EAST.
- THE BENCHMARK ELEVATIONS SHOWN WERE ESTABLISHED BY THIRD ORDER ACCURACY FROM A BENCHMARK PUBLISHED BY BROWARD COUNTY ENGINEERING DEPARTMENT. BENCHMARK NO. 3714 ELEVATION=7.898
THE BENCHMARK IS A BROWARD COUNTY ENGINEERING DEPARTMENT NAIL AND TAB IN CONCRETE LOCATED AT THE BASE OF A LIGHT POLE, 0.10 MILE WEST OF 184TH AVENUE, 26.6 FEET NORTH OF THE NORTH EDGE OF PAVEMENT OF PINES BOULEVARD.
- ELEVATIONS SHOWN HEREON ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929.
- NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
- GROSS AREA OF PLATTED LANDS TOTALS 301,823 SQUARE FEET (6.931 ACRES), MORE OR LESS.
- THIS PLAT IS RESTRICTED TO 17,840 SQUARE FEET OF OFFICE, 29,342 SQUARE FEET OF COMMERCIAL USE, AND 8,263 SQUARE FEET OF BANK USE. IN ACCORDANCE WITH BROWARD COUNTY LAND USE PLAN AMENDMENT PC 98-4, NO DEVELOPMENT IS PERMITTED ON THE SOUTH 100 FEET, EXCEPT FOR A WALL AND LANDSCAPE BUFFER SEPARATING THE ABOVE USES.
THIS NOTE IS REQUIRED BY CHAPTER 5, ARTICLE IX, BROWARD COUNTY CODE OF ORDINANCES, AND MAY BE AMENDED BY APPROVAL OF THE BROWARD BOARD OF COUNTY COMMISSIONERS. THE NOTATION AND ANY AMENDMENTS THERETO ARE SOLELY INDICATING THE APPROVED DEVELOPMENT LEVEL FOR PROPERTY LOCATED WITHIN THE PLAT AND DO NOT OPERATE AS A RESTRICTION IN FAVOR OF ANY PROPERTY OWNER INCLUDING AN OWNER OR OWNERS OF PROPERTY WITHIN THIS PLAT WHO TOOK TITLE TO THE PROPERTY WITH REFERENCE TO THIS PLAT.
- INDICATES NON-VEHICULAR ACCESS LINE
- B.M. INDICATES BENCHMARK
- IF A BUILDING PERMIT FOR A PRINCIPAL BUILDING (EXCLUDING DRY MODELS, SALES AND CONSTRUCTION OFFICES) AND FIRST INSPECTION APPROVAL ARE NOT ISSUED BY MAY 3, 2010, WHICH DATE IS FIVE (5) YEARS FROM THE DATE OF APPROVAL OF THIS PLAT BY BROWARD COUNTY, THEN THE COUNTY'S FINDING OF ADEQUACY SHALL EXPIRE AND NO ADDITIONAL BUILDING PERMITS SHALL BE ISSUED UNTIL SUCH TIME AS BROWARD COUNTY MAKES A SUBSEQUENT FINDING THAT THE APPLICATION SATISFIES THE ADEQUACY REQUIREMENTS SET FORTH WITHIN THE BROWARD COUNTY LAND DEVELOPMENT CODE. THE OWNER OF THE PROPERTY SHALL BE RESPONSIBLE FOR PROVIDING EVIDENCE TO BROWARD COUNTY FROM THE APPROPRIATE GOVERNMENTAL ENTITY, DOCUMENTING COMPLIANCE WITH THIS REQUIREMENT WITHIN THE ABOVE REFERENCED TIME FRAME; AND/OR
- IF PROJECT WATER LINES, SEWER LINES, DRAINAGE, AND ROCK BASE FOR INTERNAL ROADS ARE NOT INSTALLED BY MAY 3, 2010, WHICH DATE IS FIVE (5) YEARS FROM THE DATE OF APPROVAL OF THIS PLAT BY BROWARD COUNTY, THEN THE COUNTY'S FINDING OF ADEQUACY SHALL EXPIRE AND NO ADDITIONAL BUILDING PERMITS SHALL BE ISSUED UNTIL SUCH TIME AS BROWARD COUNTY MAKES A SUBSEQUENT FINDING THAT THE APPLICATION SATISFIES THE ADEQUACY REQUIREMENTS SET FORTH WITHIN THE BROWARD COUNTY LAND DEVELOPMENT CODE. THIS REQUIREMENT MAY BE SATISFIED FOR A PHASE OF THE PROJECT, PROVIDED A PHASING PLAN HAS BEEN APPROVED BY BROWARD COUNTY. THE OWNER OF THE PROPERTY SHALL BE RESPONSIBLE FOR PROVIDING EVIDENCE TO BROWARD COUNTY FROM THE APPROPRIATE GOVERNMENTAL ENTITY, DOCUMENTING COMPLIANCE WITH THIS REQUIREMENT WITHIN THE ABOVE REFERENCED TIME FRAME.
- THIS NOTE IS REQUIRED BY THE BROWARD COUNTY SURVEYOR PURSUANT TO CHAPTER 177.091, SUBSECTION (28), FLORIDA STATUTES; PLATTED UTILITY EASEMENTS ARE ALSO EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS NOTE DOES NOT APPLY TO PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRIC SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.

LEGEND:

	INDICATES NON-VEHICULAR ACCESS LINE
	INDICATES DATE COUNTY RECORDS
	INDICATES PLAT BOOK
	INDICATES PAGE
	INDICATES PERMANENT REFERENCE MARKER
	INDICATES FOUND
	INDICATES SET PERMANENT REFERENCE MARKER LB#6456 (SEE SURVEY NOTE 1)
	INDICATES FOUND PERMANENT REFERENCE MARKER LB#1580
	INDICATES NORTHING AND EASTING STATE PLANE COORDINATES

2

Name (on address self-addressed stamped envelope)

Name: Bruce F. Idea, Esq.

Address: Millidge & Idea
3240 Corporate Way
Miramar, Florida 33025

This Instrument Prepared by:
Bruce F. Idea, Esq.
Millidge & Idea
3240 Corporate Way
Miramar, Florida 33025

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR PROCESSING DATA

GRANT OF EASEMENT
THIS IS NOT AN OFFICIAL COPY
This Easement (the "Easement") is made this _____ day of January, 2006 by Pines 184 LLC, a Florida limited liability company ("Grantor"), whose address is 1132 Kaze Court, Second level, Bay Harbor Islands, Florida 33154.

RECITALS:

- A. Grantor is the owner of that certain real property located in Broward County, Florida, more particularly described on Exhibit "A" attached hereto and made a part of this Easement (the "Property").
- B. Grantor wishes to grant an Easement over a portion of the Property more particularly described on Exhibit "B" (the "Easement Property")
- C. Grantor wishes to grant an easement for vehicular ingress and egress upon, across and through the Easement property in favor of City of Pembroke Pines, Florida and the South Broward Drainage District for emergency and service vehicles and for the use by the personnel of the police and fire department and any other governmental departments, agencies, employees, officials, and/or

JJA

(13)

agents in the performance of their official duties (the "Governmental Agencies") and also for the installation and maintenance by utilities companies for franchisees of the Governmental Agencies.

D. Grantor wishes to grant an easement for vehicular ingress and egress upon across and through the Easement Property for the use and benefit of the properties located west of the Easement Property more fully described on Exhibit "C" attached hereto and made part of this Easement (the "Adjacent Properties").

E. The Governmental Agencies and the Adjacent Properties are hereinafter referred to as the "Grantees".

NOW, THEREFORE, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and/or other good and valuable consideration given to Grantor by the Governmental Agencies, the receipt and sufficiency of which Grantor hereby acknowledges, Grantor agrees as follows:

1. Grant of Easement. Grantor does hereby grant and convey to Grantees a perpetual non-exclusive access easement for ingress-egress and access purposes, under, across and through the Easement Property for the purpose of:

1.1 Vehicular ingress and egress through the Easement Property for the purposes outlined in this Section.

1.2 Installation and maintenance of underground facilities as required by the utility companies or franchisees of the City of Pembroke Pines.

2. Use of Easement. Grantees shall have the right to do all things necessary, useful or convenient for the purposes outlined in Section 1 of this Easement, provided any such actions shall be done in such a manner so as to minimize the impact of such activity on the Easement Property, the

Property, and Grantor's use thereof.

3. Perpetual Duration. This Easement shall be perpetual in duration, and shall not be changed, altered or amended except by a written instrument executed by Grantor and Grantees or their respective heirs, successors or assigns.

4. Covenants of Grantor. Grantor hereby warrants and covenants that:

4.1 Grantor is the owner of fee simple title to the Easement Property.

4.2 Grantor has full right and lawful authority to grant and convey this Easement to Grantees.

5. Remedies for Breach. Grantor and/or Grantees shall have the right to enforce the terms of this Easement and the rights and obligations created herein by all remedies provided under the laws of the State of Florida, including, without limitation, the right to sue for damages for breach or for injunction or specific performance. In the event that it is necessary for either Grantor and/or Grantee to file suit in order to enforce the terms hereof, then the prevailing party in such suit shall be entitled to receive reasonable attorney's fees and court costs in addition to any other award that the Court might make, from the non-prevailing party.

6. Covenant Running with the Land. This Easement and all conditions and covenants set forth herein are intended and shall be construed as covenants running with the land, binding upon and insuring to the benefit of Grantor or Grantee, as the case may be, and their respective heirs, successors and/or assigns, including, without limitation, all subsequent owners of the Easement Property and all persons claiming by, through and under them.

IN WITNESS WHEREOF, Grantor has executed and delivered this Grant of Easement on the day and year written in the first paragraph of this Easement.

Witnesses:

Berice Garbach
Print Name: BERICE GARBACH

Abraham Memun
Print Name: ABRAHAM MEMUN

GRANTOR:

Pines 184 LLC

Abraham Memun
Print Name: Abraham Memun
Title: Managing Member

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STATE OF FLORIDA)
COUNTY OF BROWARD) SS

The foregoing instrument was acknowledged before me this 11th day of January, 2006 by Abraham Memun who is personally known to me and who did not take an oath.

R. Kabal
NOTARY PUBLIC, State of Florida

My Commission Expires:

Print Name: _____

HH

CONSENT OF MORTGAGEE

Mortgagee, being the holder of a mortgage relating to the Property described in Exhibits "A" hereby consents and joins in for the purpose of agreeing that its mortgage shall be subordinated to the foregoing Easement.

WITNESSES:

Patricia Atkinson
(Signature)
Printed Name: PATRICIA ATKINSON

Frank C. Ortis
Printed Name: Frank C. Ortis
Title: Mayor
Address: _____

~~(Signature)~~
~~Printed Name:~~
~~(CORPORATE SEAL)~~
THIS IS NOT AN OFFICIAL COPY
ATTEST (If Corporation)
~~*Judith A. Neugeb*~~
~~Secretary Signature~~ (City) Clerk
Printed Name: Judith A. Neugeb
Date: _____

JAN

EXHIBIT "A"
THE PROPERTY

THE EAST ONE-HALF (E1/2) OF TRACTS 49, 50 AND 51, LESS THE WEST 260.00 FEET AND ALSO LESS THE RIGHT-OF-WAY FOR PINES BOULEVARD (STATE ROAD 820), IN SECTION 13, TOWNSHIP 51 SOUTH, RANGE 39 EAST, FLORIDA FRUIT LANDS COMPANY SUBDIVISION NO. 1. ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 17, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY FLORIDA.

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EXHIBIT "B"
EASEMENT PROPERTY

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LAND DESCRIPTION

INGRESS-EGRESS EASEMENT

A PORTION OF THE EAST ONE-HALF (E1/2) OF TRACTS 49, 50 AND 51, IN SECTION 13, TOWNSHIP 51 SOUTH, RANGE 39 EAST, BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF PEMBROKE PINES 5 ACRES PLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 173, PAGE 155 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA;

THENCE SOUTH 01°47'03" EAST, ALONG THE EAST LINE OF SAID PLAT, 59.02 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 89°52'26" EAST, 293.87 FEET;

THENCE SOUTH 01°46'55" EAST, 172.54 FEET;

THENCE SOUTH 88°13'05" WEST, 32.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 36.00 FEET A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 54.88 FEET TO THE POINT OF TANGENCY;

THENCE SOUTH 01°46'55" EAST, 0.71 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 38.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 59.69 FEET TO THE POINT OF TANGENCY;

THENCE NORTH 88°13'05" EAST, 44.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHWEST;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 38.00 FEET, A CENTRAL ANGLE OF 54°38'38", AN ARC DISTANCE OF 36.25 FEET TO THE WEST RIGHT-OF-WAY LINE OF SOUTHWEST 184TH AVENUE;

THENCE SOUTH 01°46'55" EAST, ALONG SAID WEST RIGHT-OF-WAY LINE, 50.45 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST (A RADIAL LINE THROUGH SAID POINT BEARS SOUTH 26°09'02" WEST TO THE RADIUS POINT OF THE NEXT DESCRIBED CURVE);

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 38.00 FEET, A CENTRAL ANGLE OF 27°55'57", AN ARC DISTANCE OF 18.53 FEET TO THE POINT OF TANGENCY;

SHEET 1 OF 5 SHEETS

JH

THENCE SOUTH 88°13'05" WEST, 65.20 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 47.12 FEET TO THE POINT OF TANGENCY;

THENCE SOUTH 01°46'55" EAST, 245.22 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 78.54 FEET TO THE POINT OF TANGENCY;

THENCE NORTH 88°13'05" EAST, 30.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHWEST;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 55°35'12", AN ARC DISTANCE OF 38.81 FEET TO SAID WEST RIGHT-OF-WAY LINE OF SOUTHWEST 184TH AVENUE;

THENCE SOUTH 01°46'55" EAST, ALONG SAID WEST RIGHT-OF-WAY LINE, 79.11 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST (A RADIAL LINE THROUGH SAID POINT BEARS SOUTH 21°39'08" WEST TO THE RADIIUS POINT OF THE NEXT DESCRIBED CURVE);

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 16°14'10", AN ARC DISTANCE OF 11.33 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE TO THE NORTHEAST;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 184.85 FEET, A CENTRAL ANGLE OF 15°38'28", AN ARC DISTANCE OF 50.49 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE TO THE SOUTHWEST;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 500.00 FEET, A CENTRAL ANGLE OF 01°55'40", AN ARC DISTANCE OF 16.82 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE TO THE NORTHEAST;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 93.47 FEET, A CENTRAL ANGLE OF 31°32'57", AN ARC DISTANCE OF 51.47 FEET TO A POINT OF REVERSE CURVE WITH A CURVE CONCAVE TO THE SOUTHWEST;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 38.00 FEET, A CENTRAL ANGLE OF 52°27'39", AN ARC DISTANCE OF 34.79 FEET TO THE POINT OF TANGENCY;

THENCE SOUTH 88°13'05" WEST, 95.71 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST;

CH

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 74.00 FEET, A CENTRAL ANGLE OF 77°02'03", AN ARC DISTANCE OF 99.49 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE TO THE SOUTHWEST;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 38.00 FEET, A CENTRAL ANGLE OF 60°00'49", AN ARC DISTANCE OF 39.80 FEET TO A POINT ON THE EAST LINE OF SAID PEMBROKE PINES 5 ACRES PLAT;

THENCE NORTH 01°47'03" WEST, ALONG SAID EAST LINE, 24.01 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST (A RADIAL LINE THROUGH SAID POINT BEARS NORTH 23°21'51" WEST TO THE RADIUS POINT OF THE NEXT DESCRIBED CURVE);

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 38.00 FEET, A CENTRAL ANGLE OF 68°25'04", AN ARC DISTANCE OF 45.38 FEET TO THE POINT OF TANGENCY;

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THENCE NORTH 01°46'55" WEST, 209.94 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 38.00 FEET, A CENTRAL ANGLE OF 68°26'05", AN ARC DISTANCE OF 45.38 FEET TO A POINT ON THE EAST LINE OF SAID PEMBROKE PINES 5 ACRES PLAT;

THENCE NORTH 01°47'03" WEST, ALONG SAID EAST LINE, 24.03 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST (A RADIAL LINE THROUGH SAID POINT BEARS NORTH 23°21'45" WEST TO THE RADIUS POINT OF THE NEXT DESCRIBED CURVE);

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 38.00 FEET, A CENTRAL ANGLE OF 68°26'10", AN ARC DISTANCE OF 45.38 FEET TO THE POINT OF TANGENCY;

THENCE NORTH 01°46'55" WEST, 95.63 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 38.00 FEET, A CENTRAL ANGLE OF 68°26'46", AN ARC DISTANCE OF 45.40 FEET TO A POINT ON THE EAST LINE OF SAID PEMBROKE PINES 5 ACRES PLAT;

THENCE NORTH 01°47'03" WEST, ALONG SAID EAST LINE, 24.00 FEET TO THE POINT OF BEGINNING;

CONTAINING 145,243 SQUARE FEET (3.334 ACRES), MORE OR LESS.

LESS AND EXCEPT THEREFROM:

COMMENCING AT THE NORTHEAST CORNER OF PEMBROKE PINES 5 ACRES PLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 173, PAGE 155 OF THE

EXHIBIT "C"
ADJACENT PROPERTIES

WEST 1/2 OF WEST 1/2 OF TRACTS 49, 50 AND 51, IN SECTION 13, TOWNSHIP 51 SOUTH, RANGE 39 EAST, OF "FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, AT PAGE 17, OF THE PUBLIC RECORDS OF DADE COUNTY, SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF PEMBROKE PINES, BROWARD COUNTY, FLORIDA, LESS ADJACENT DEDICATED RIGHTS-OF-WAY.

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~~OFFICIAL COPY~~

~~WEST 1/2 OF EAST 1/2 OF WEST 1/2 OF TRACTS 49, 50 AND 51, IN SECTION 13, TOWNSHIP 51 SOUTH, RANGE 39 EAST, OF "FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, AT PAGE 17, OF THE PUBLIC RECORDS OF DADE COUNTY, SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF PEMBROKE PINES, BROWARD COUNTY, FLORIDA.~~

TOGETHER WITH:

EAST 1/2 OF EAST 1/2 OF WEST 1/2 OF TRACTS 49, 50 AND 51, IN SECTION 13, TOWNSHIP 51 SOUTH, RANGE 39 EAST, OF "FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, AT PAGE 17, OF THE PUBLIC RECORDS OF DADE COUNTY, SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF PEMBROKE PINES, BROWARD COUNTY, FLORIDA.

AND

Parcel A, PEMBROKE PINES 5 ACRES PLAT, according to the plat thereof, recorded in Plat Book 173, Page 155 of the Public Records of Broward County, Florida.

CH

Return to: (enclose self-addressed stamped envelope)

Name: Bruce F. Iden, Esq.

Address: Milledge & Iden
3240 Corporate Way
Miramar, Florida 33025

This Instrument Prepared by:

Bruce F. Iden, Esq.
Milledge & Iden
3240 Corporate Way
Miramar, Florida 33025

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GRANT OF EASEMENT
THIS IS NOT AN
This Easement (the "Easement") is made this 6 day of January, 2006 by Pines 184 LLC,
a Florida limited liability company ("Grantor") whose address is 1132 Kane Concourse, Second
OFFICIAL COPY
level, Bay Harbor Islands, Florida 33154.

RECITALS:

- A. Grantor is the owner of that certain real property located in Broward County, Florida, more particularly described on Exhibit "A" attached hereto and made a part of this Easement (the "Property").
- B. Grantor wishes to grant an Easement over a portion of the Property more particularly described on Exhibit "B" (the "Easement Property")
- C. Grantor wishes to grant an easement for vehicular ingress and egress upon, across and through the Easement property in favor of City of Pembroke Pines, Florida and the South Broward Drainage District for emergency and service vehicles and for the use by the personnel of the police and fire department and any other governmental departments, agencies, employees, officials, and/or

agents in the performance of their official duties (the "Governmental Agencies") and also for the installation and maintenance by utilities companies for franchisees of the Governmental Agencies.

D. Grantor wishes to grant an easement for the use and benefit of the properties located west of the Easement Property more fully described on Exhibit "C" attached hereto and made part of this Easement (the "Adjacent Properties") to provide; (i) vehicular ingress and egress upon across and through the Easement Property and (ii) the construction, installation, and maintenance of water and sewer facilities in, under, and across the Easement Property, as may be required by the City of Pembroke Pines.

E. The Governmental Agencies and the Adjacent Properties are hereinafter referred to as the "Grantees".

NOW, THEREFORE, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and/or other good and valuable consideration given to Grantor by the Governmental Agencies, the receipt and sufficiency of which Grantor hereby acknowledges, Grantor agrees as follows:

1. Grant of Easement. Grantor does hereby grant and convey to Grantees a perpetual non-exclusive access easement for ingress-egress and access purposes, under, across and through the Easement Property for the purpose of:

1.1 Vehicular ingress and egress through the Easement Property for the purposes outlined in this Section.

1.2 Installation and maintenance of underground facilities as required by the utility companies or franchisees of the City of Pembroke Pines.

2. Use of Easement. Grantees shall have the right to do all things necessary, useful or

convenient for the purposes outlined in Section 1 of this Easement, provided any such actions shall be done in such a manner so as to minimize the impact of such activity on the Easement Property, the Property, and Grantor's use thereof.

3. Perpetual Duration. This Easement shall be perpetual in duration, and shall not be changed, altered or amended except by a written instrument executed by Grantor and Grantees or their respective heirs, successors or assigns.

4. Covenants of Grantor. Grantor hereby warrants and covenants that:

4.1 Grantor is the owner of fee simple title to the Easement Property.

4.2 Grantor has full right and lawful authority to grant and convey this Easement to Grantees.

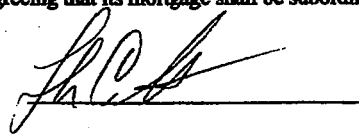
5. Remedies for Breach. Grantor and/or Grantees shall have the right to enforce the terms of this Easement and the rights and obligations created herein by all remedies provided under the laws of the State of Florida, including, without limitation, the right to sue for damages for breach or for injunction or specific performance. In the event that it is necessary for either Grantor and/or Grantee to file suit in order to enforce the terms hereof, then the prevailing party in such suit shall be entitled to receive reasonable attorney's fees and court costs in addition to any other award that the Court might make, from the non-prevailing party.

6. Covenant Running with the Land. This Easement and all conditions and covenants set forth herein are intended and shall be construed as covenants running with the land, binding upon and insuring to the benefit of Grantor or Grantee, as the case may be, and their respective heirs, successors and/or assigns, including, without limitation, all subsequent owners of the Easement Property and all persons claiming by, through and under them.

CONSENT OF MORTGAGEE

Mortgagee, being the holder of a mortgage relating to the Property described in Exhibits "A" hereby consents and joins in for the purpose of agreeing that its mortgage shall be subordinated to the foregoing Easement.

WITNESSES:




(Signature)
Printed Name: PATRICIA A. ORTIS

Printed Name: Frank C. Ortis
Title: Mayor
Address: _____

(Signature)
Printed Name: _____

ATTEST (if Corporation)

Secretary Signature City Clerk

(CORPORATE SEAL)

Printed Name: Judith A. Neugent
Dated: _____

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EXHIBIT "A"
THE PROPERTY

THE EAST ONE-HALF (E1/2) OF TRACTS 49, 50 AND 51, LESS THE WEST 260.00 FEET AND ALSO LESS THE RIGHT-OF-WAY FOR PINES BOULEVARD (STATE ROAD 820), IN SECTION 13, TOWNSHIP 51 SOUTH, RANGE 39 EAST, FLORIDA FRUIT LANDS COMPANY SUBDIVISION NO. 1. ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 17, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY FLORIDA.

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EXHIBIT "B"
EASEMENT PROPERTY

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LAND DESCRIPTION

INGRESS-EGRESS EASEMENT

A PORTION OF THE EAST ONE-HALF (E1/2) OF TRACTS 49, 50 AND 51, IN SECTION 13, TOWNSHIP 51 SOUTH, RANGE 38 EAST, BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF PEMBROKE PINES 5 ACRES PLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 173, PAGE 155 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA;

THENCE SOUTH 01°47'03" EAST, ALONG THE EAST LINE OF SAID PLAT, 59.02 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 89°52'28" EAST, 293.87 FEET;

THENCE SOUTH 01°46'55" EAST, 172.64 FEET;

THENCE SOUTH 88°18'05" WEST, 32.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 35.00 FEET A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 54.98 FEET TO THE POINT OF TANGENCY;

THENCE SOUTH 01°46'55" EAST, 0.71 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 38.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 58.88 FEET TO THE POINT OF TANGENCY;

THENCE NORTH 88°13'05" EAST, 44.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHWEST;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 38.00 FEET, A CENTRAL ANGLE OF 54°38'36", AN ARC DISTANCE OF 36.25 FEET TO THE WEST RIGHT-OF-WAY LINE OF SOUTHWEST 164TH AVENUE;

THENCE SOUTH 01°46'55" EAST, ALONG SAID WEST RIGHT-OF-WAY LINE, 50.45 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST (A RADIAL LINE THROUGH SAID POINT BEARS SOUTH 26°08'02" WEST TO THE RADIUS POINT OF THE NEXT DESCRIBED CURVE);

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 38.00 FEET, A CENTRAL ANGLE OF 27°55'57", AN ARC DISTANCE OF 18.53 FEET TO THE POINT OF TANGENCY;

SHEET 1 OF 5 SHEETS

THENCE SOUTH 88°13'05" WEST, 65.20 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 47.12 FEET TO THE POINT OF TANGENCY;

THENCE SOUTH 01°46'55" EAST, 245.22 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 78.54 FEET TO THE POINT OF TANGENCY;

THENCE NORTH 88°13'05" EAST, 30.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHWEST;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 55°35'17", AN ARC DISTANCE OF 38.81 FEET TO SAID WEST RIGHT-OF-WAY LINE OF SOUTH WEST 184TH AVENUE;

THENCE SOUTH 01°46'55" EAST, ALONG SAID WEST RIGHT-OF-WAY LINE, 79.11 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST (A RADIAL LINE THROUGH SAID POINT BEARS SOUTH 21°39'08" WEST TO THE RADIAL POINT OF THE NEXT DESCRIBED CURVE);

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 36°14'10", AN ARC DISTANCE OF 14.33 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE TO THE NORTHEAST;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 184.86 FEET, A CENTRAL ANGLE OF 15°38'28", AN ARC DISTANCE OF 50.48 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE TO THE SOUTHWEST;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 500.00 FEET, A CENTRAL ANGLE OF 01°55'40", AN ARC DISTANCE OF 16.82 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE TO THE NORTHEAST;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 93.47 FEET, A CENTRAL ANGLE OF 31°32'57", AN ARC DISTANCE OF 51.47 FEET TO A POINT OF REVERSE CURVE WITH A CURVE CONCAVE TO THE SOUTHWEST;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 38.00 FEET, A CENTRAL ANGLE OF 52°27'39", AN ARC DISTANCE OF 34.79 FEET TO THE POINT OF TANGENCY;

THENCE SOUTH 88°13'05" WEST, 85.71 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST;

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THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 74.00 FEET, A CENTRAL ANGLE OF 77°02'03", AN ARC DISTANCE OF 98.49 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE TO THE SOUTHWEST;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 38.00 FEET, A CENTRAL ANGLE OF 60°00'48", AN ARC DISTANCE OF 39.80 FEET TO A POINT ON THE EAST LINE OF SAID PEMBROKE PINES 5 ACRES PLAT;

THENCE NORTH 01°47'03" WEST, ALONG SAID EAST LINE, 24.01 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST (A RADIAL LINE THROUGH SAID POINT BEARS NORTH 23°21'51" WEST TO THE RADIUS POINT OF THE NEXT DESCRIBED CURVE);

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 38.00 FEET, A CENTRAL ANGLE OF 65°25'04", AN ARC DISTANCE OF 45.28 FEET TO THE POINT OF TANGENCY;

THENCE NORTH 01°40'55" WEST, 208.94 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 38.00 FEET, A CENTRAL ANGLE OF 60°26'05", AN ARC DISTANCE OF 45.39 FEET TO A POINT ON THE EAST LINE OF SAID PEMBROKE PINES 5 ACRES PLAT;

THENCE NORTH 01°47'03" WEST, ALONG SAID EAST LINE, 24.03 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST (A RADIAL LINE THROUGH SAID POINT BEARS NORTH 23°20'45" WEST TO THE RADIUS POINT OF THE NEXT DESCRIBED CURVE);

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 38.00 FEET, A CENTRAL ANGLE OF 65°25'10", AN ARC DISTANCE OF 45.39 FEET TO THE POINT OF TANGENCY;

THENCE NORTH 01°40'55" WEST, 95.83 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 38.00 FEET, A CENTRAL ANGLE OF 60°28'46", AN ARC DISTANCE OF 45.40 FEET TO A POINT ON THE EAST LINE OF SAID PEMBROKE PINES 5 ACRES PLAT;

THENCE NORTH 01°47'03" WEST, ALONG SAID EAST LINE, 24.00 FEET TO THE POINT OF BEGINNING;

CONTAINING 145,243 SQUARE FEET (3.334 ACRES), MORE OR LESS.

LESS AND EXCEPT THEREFROM;

COMMENCING AT THE NORTHEAST CORNER OF PEMBROKE PINES 5 ACRES PLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 173, PAGE 155 OF THE

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PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA:

THENCE NORTH 89°52'26" EAST ALONG THE SOUTH RIGHT-OF-WAY LINE OF PINES BOULEVARD (STATE ROAD NO. 620), 89.58 FEET;

THENCE SOUTH 00°07'34" EAST, 83.00 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 89°52'26" EAST, 145.77 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 38.00 FEET, A CENTRAL ANGLE OF 88°20'36", AN ARC DISTANCE OF 58.58 FEET TO THE POINT OF TANGENCY;

THENCE SOUTH 01°46'55" EAST, 50.31 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHWEST;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 38.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 59.69 FEET TO THE POINT OF TANGENCY;

THENCE SOUTH 88°13'05" WEST, 23.00 FEET;

THENCE SOUTH 01°46'55" EAST, 385.14 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHWEST;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 38.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 59.69 FEET TO THE POINT OF TANGENCY;

THENCE SOUTH 88°13'05" WEST, 66.71 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 78.54 FEET TO THE POINT OF TANGENCY;

THENCE NORTH 01°46'55" WEST, 485.66 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 38.00 FEET, A CENTRAL ANGLE OF 91°39'21", AN ARC DISTANCE OF 60.79 FEET TO THE POINT OF BEGINNING;

CONTAINING 92,182 SQUARE FEET (2.116 ACRES), MORE OR LESS.

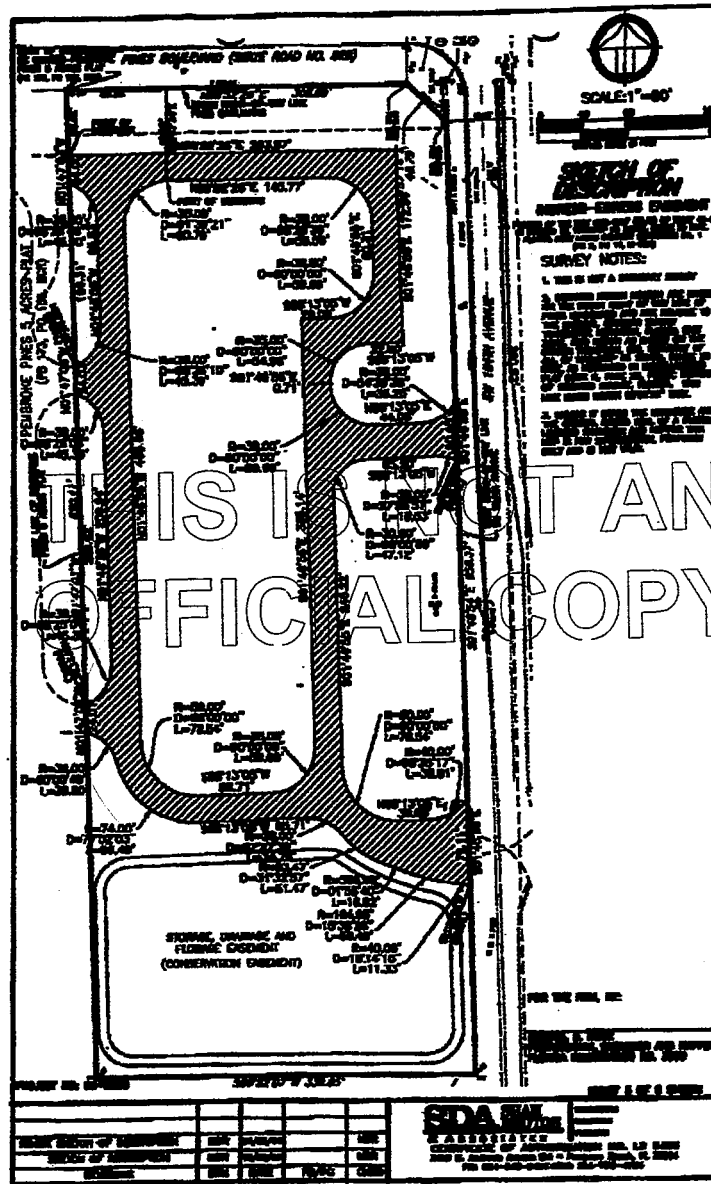
SAID LANDS LYING IN PEMBROKE PINES, BROWARD COUNTY, FLORIDA, CONTAINING A COMPUTED NET AREA OF 53,080 SQUARE FEET (1.219 ACRES), MORE OR LESS.

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EXHIBIT "C"
ADJACENT PROPERTIES

WEST 1/2 OF WEST 1/2 OF TRACTS 49, 50 AND 51, IN SECTION 13, TOWNSHIP 51 SOUTH, RANGE 39 EAST, OF "FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, AT PAGE 17, OF THE PUBLIC RECORDS OF DADE COUNTY, SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF PEMBROKE PINES, BROWARD COUNTY, FLORIDA, LESS ADJACENT DEDICATED RIGHTS-OF-WAY.

THIS IS ^{AND} NOT AN

WEST 1/2 OF EAST 1/2 OF WEST 1/2 OF TRACTS 49, 50 AND 51, IN SECTION 13, TOWNSHIP 51 SOUTH, RANGE 39 EAST, OF "FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, AT PAGE 17, OF THE PUBLIC RECORDS OF DADE COUNTY, SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF PEMBROKE PINES, BROWARD COUNTY, FLORIDA.

TOGETHER WITH:

EAST 1/2 OF EAST 1/2 OF WEST 1/2 OF TRACTS 49, 50 AND 51, IN SECTION 13, TOWNSHIP 51 SOUTH, RANGE 39 EAST, OF "FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, AT PAGE 17, OF THE PUBLIC RECORDS OF DADE COUNTY, SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF PEMBROKE PINES, BROWARD COUNTY, FLORIDA.

AND

Parcel A, PEMBROKE PINES 5 ACRES PLAT, according to the plat thereof, recorded in Plat Book 173, Page 155 of the Public Records of Broward County, Florida.

MEMORANDUM

DATE: November 14, 2013

TO: South Broward Drainage District Commissioners

FROM: Kevin M. Hart, P.E.
District Director

Subject: SBDD Resolution No. 2013-12 – Cemetery Canal Conservation Easement

Comments:

Proposed Resolution 2013-12 authorizes SBDD to enter into and execute a Deed of Conservation Easement and Agreement (“Agreement”) with Broward County, which is attached hereto.

The Agreement is a joint Conservation Easement and Agreement with Broward County for the Cemetery Canal mitigation area that was constructed by SBDD in 2004. This wetland mitigation area was a requirement under the District’s permitting for the S-9/S-10 basin improvements due to impacts on existing wetlands. The District obtained a permit from both the Broward County Environmental Protection and Growth Management Department and South Florida Water Management District (SFWMD) for the S-9/S-10 basin improvements. Both permits required the dedication of a Conservation Easement over the wetland mitigation area as provided for in the attached Agreement. SBDD approved such an Agreement in 2004 (see attached), however the 2004 Agreement was never executed by Broward County or recorded in the public records.

The S-9/S10 basin improvements were completed in 2004, including the wetland mitigation area; and additional permit modifications have been approved and completed since then (ie: intermediate gate structures). SBDD has completed its monitoring and reporting requirements for the wetland mitigation area required under the permits. SFWMD informed the District earlier this year that the Conservation Easement was never recorded and was still outstanding.

The attached Agreement represents the current form for a joint Conservation Easement and Agreement by Broward County. The language, terms and conditions of the new form are essentially the same as the 2004 document previously approved and executed by SBDD. SFWMD will no longer be a signatory on the Agreement.

Financial impacts to this Agenda Item: There will be legal costs and administrative costs associated with this agenda item, which will be funded through the General Operating account. The Cemetery Canal mitigation area will also require on-going maintenance by SBDD, which will also be funded through the General Operating account as part of the District’s annual maintenance program. The estimated annual cost of maintenance is \$1,000.00 or less.

This to request approval of Resolution 2013-12 authorizing SBDD to enter into a Deed of Conservation Easement and Agreement with Broward County for the construction and maintenance of the Cemetery Canal wetland mitigation area located on property owned by Broward County and the creation of a Conservation Easement over said mitigation area.

KH
Attachments

**SOUTH BROWARD DRAINAGE DISTRICT
RESOLUTION N^o 2013-12**

RESOLUTION OF THE SOUTH BROWARD DRAINAGE DISTRICT AUTHORIZING SOUTH BROWARD DRAINAGE DISTRICT TO ENTER INTO A DEED OF CONSERVATION EASEMENT AND AGREEMENT WITH BROWARD COUNTY WHICH PROVIDES FOR THE CONSTRUCTION AND MAINTENANCE OF THE CEMETERY CANAL WETLAND MITIGATION AREA LOCATED ON PROPERTY OWNED BY BROWARD COUNTY AND THE CREATION OF A CONSERVATION EASEMENT OVER SAID MITIGATION AREA; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the South Broward Drainage District, hereinafter referred to as "Drainage District" is a political subdivision of the State of Florida charged with the responsibility of effecting drainage and water management within its geographical boundaries and approving all subdivision plats and development plans affecting lands within its geographical boundaries; and

WHEREAS, Broward County, hereinafter referred to as "County" is the Owner of certain real property located in Broward County, Florida, described in Exhibit "A" of the Deed of Conservation Easement and Agreement ("Agreement") attached hereto as Exhibit "1" and hereinafter referred to as "Property"; and

WHEREAS, Drainage District was required to construct the Cemetery Canal wetland mitigation area ("Project") on the Property as a condition the Drainage District's Basin S-9/S-10 drainage improvements: and

WHEREAS, the Project was subject to the regulatory jurisdiction of the South Florida Water Management District ("SFWMD") and the Broward County Environmental Protection and Growth Management Department ("BCEPGMD"); and

WHEREAS, Drainage District obtained BCEPGMD License No. DF03-1228 and SFWMD Permit No. 06-01400-S authorizing certain activities that caused an impact to wetlands and required the creation of a Conservation Area and the granting and securing of a Conservation Easement over the property described in Exhibit "B" of the Agreement attached hereto as Exhibit "1" and hereinafter referred to as "Conservation Easement";

and

WHEREAS, Drainage District is required to enter into the Agreement attached hereto as the "Permittee" of the above referenced BCEPGMD License and SFWMD Permit; and

WHEREAS, the Property is subject to canal reservations conveyed to Drainage District by SFWMD and pursuant to its charter, Chapter 98-524, Laws of Florida, the Drainage District has the right to utilize the Property for stormwater drainage purposes"; and

WHEREAS, the Agreement states the responsibilities of the Drainage District as "Permittee" to construct and maintain the wetland mitigation area; and

WHEREAS, Drainage District completed the construction of the wetland mitigation area in 2005 and has subsequently completed all of the required monitoring and reporting of the wetland area in accordance with BCEPGMD License No. DF03-1228 and SFWMD Permit No. 06-01400-S; and

WHEREAS, SFWMD is requesting that the Deed of Conservation Easement and Agreement attached hereto as Exhibit "1" be executed by the Drainage District and County and be recorded in the public records of Broward County; and

WHEREAS, a public hearing was held on the 21th day of November 2013 at 8:00 A.M. at the offices of the South Broward Drainage District located at 6591 S.W. 160th Avenue, Southwest Ranches, Florida 33331 for the purpose of approving the proposed Agreement attached hereto as Exhibit "1" and authorizing the District to enter into the proposed Agreement; and

NOW, THEREFORE, be it resolved by the Board of Commissioners of the South Broward Drainage District in meeting assembled that:

1. The foregoing statements are incorporated herein as if fully stated herein.
2. The Agreement between District and County is approved.
3. The Agreement shall be executed in the name of the District by the Chairperson or Vice Chairperson and countersigned and attested to by the Secretary of the District and its corporate seal or facsimile thereof shall be affixed thereto or reproduced thereof.
4. Prior to submittal of the Agreement to Broward County for execution, the District Attorney is authorized to prepare an updated Opinion of Title for the properties described in Exhibits "A" and "B" of the Agreement.
4. Upon completion of the updated Opinion of Title, the District Director is

authorized and directed to submit the executed Agreement to the County for its execution and recordation in the public records of Broward County.

4. Upon recordation of the Agreement, the District's Director is authorized and directed to transmit a copy of the recorded Agreement to SFWMD for its records.

5. If any one or more of the covenants, agreements or provisions of this Resolution and the Agreement attached hereto shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be separate from the remaining covenants, agreements or provisions and shall in no way affect the validity of all other provisions of this Resolution or the Agreement.

6. This Resolution shall take effect immediately upon its adoption.

IN WITNESS WHEREOF, the Chairperson of the Board of Commissioners of the SOUTH BROWARD DRAINAGE DISTRICT has hereunto set his hand and the Secretary of the Board of Commissioners of the SOUTH BROWARD DRAINAGE DISTRICT has caused to be set its seal.

ADOPTED AND DATED the _____ day of _____, 2013.

SOUTH BROWARD DRAINAGE DISTRICT

(SEAL)

By: _____

Scott Hodges, Chairperson

Attest:

Robert E. Goggin, IV, Secretary

STATE OF FLORIDA)
)§
COUNTY OF BROWARD)

The foregoing Resolution N° 2013-12 was acknowledged before me this ____ day of _____, 2013 by SCOTT HODGES and ROBERT E. GOGGIN, IV as Chairperson and Secretary, respectively of the SOUTH BROWARD DRAINAGE DISTRICT, a political subdivision of the State of Florida, on behalf of SOUTH BROWARD DRAINAGE DISTRICT. They are personally known to me.

WITNESS my hand and official seal in the county and state last aforesaid this ____ day of _____, 2013.

(NOTARY SEAL OR STAMP)

↓

Notary Public - State of Florida at Large

EXHIBIT " 1 "

Document prepared by:

Return recorded document to:
Broward County Environmental Protection and
Growth Management Department
Planning and Environmental Regulation Division
1 North University Drive, Suite 201A
Plantation, Florida 33324

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

THIS DEED OF CONSERVATION EASEMENT ("Conservation Easement") is given this _____ day of _____, 20 ____, by BROWARD COUNTY a political subdivision of the State of Florida, its successors and assigns ("Grantor"), whose post office address is 115 South Andrews Avenue, Suite 423, Fort Lauderdale, Florida 33301, joined by SOUTH BROWARD DRAINAGE DISTRICT, political subdivision of the State of Florida, its successors and assigns ("Permittee"), whose post office address is 6591 Southwest 160th Avenue, Southwest Ranches, Florida 33331 to SOUTH FLORIDA WATER MANAGEMENT DISTRICT, a public corporation of the State of Florida ("Grantee"), whose post office address is 3301 Gun Club Road, West Palm Beach, Florida 33416.

WITNESSETH

WHEREAS, Grantor is the owner of property subject to canal reservations conveyed to Permittee by South Florida Water Management District ("District") and pursuant to its charter, Chapter 98-524, Laws of Florida, Permittee has the right to utilize the property described in Exhibit "A" for stormwater drainage purposes; and

WHEREAS, stormwater drainage purposes shall be defined as the conservation, control, utilization, management, collection, disposal, conveyance, flowage, storage, detention, retention, absorption, run-off, pumping, and discharge of water or stormwater and any purposes appurtenant, necessary, or incidental thereto; and

WHEREAS, Permittee desires to construct the Cemetery Canal mitigation area ("Project") on the property, which Project is subject to the regulatory jurisdiction of the South Florida Water Management District and the Broward County Environmental Protection and Growth Management Department ("County"); and

WHEREAS, County License No. DF03-1228 ("County License") as may be modified or reissued, and District Permit No. 06-01400-S/Application No. 020815-5 ("District Permit") as may be modified, authorize certain activities that may impact wetlands or may require the preservation of wetlands on the Project site; and

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

WHEREAS, the Grantor and Permittee, in consideration of the consent granted by the County License and District Permit are agreeable to granting and securing to the Grantee a perpetual Conservation Easement as defined in Section 704.06, Florida Statutes (2012), as amended, over the Conservation Area.

NOW, THEREFORE, in consideration of the issuance of the County License and District Permit to construct and operate the permitted activity, Grantor and Permittee hereby grant, create, and establish a perpetual Conservation Easement for the Grantee upon the Conservation Area which shall run with the property as described in Exhibits A and B, and be binding upon the Grantor and Permittee, their heirs, successors or assigns (hereinafter "Grantor" and "Permittee", respectively), and shall remain in full force and effect forever.

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

1. It is the purpose of the Conservation Easement to retain land and/or water of the Conservation Area in their natural, vegetative, hydrologic, scenic, open, agricultural or wooded condition and to retain such areas as suitable habitat for fish, plants or wildlife. It is the purpose and intent of this Conservation Easement to assure that the Conservation Area will be retained and maintained forever predominantly in the vegetative and hydrologic condition as specified in the County License and District Permit. The Conservation Area shall be maintained forever by the Permittee, its heirs, successors, or assigns, in the enhanced, restored, preserved and/or created conditions required by the County License and District Permit.
 - (a) To carry out this purpose, the following rights are conveyed to Permittee by this easement:
 - (i) To enter upon the Conservation Area (Exhibit B) in a reasonable manner and at reasonable times with any necessary equipment or vehicles to construct, maintain, monitor and/or restore the property in a condition specified in the County License, District Permit and this Conservation Easement, and to cross such portions of the Property (Exhibit A) as reasonably necessary to exercise such rights.
 - (b) To carry out this purpose, the following rights are conveyed to Grantee by Grantor and Permittee:

- (i) 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.
- (ii) To enjoin any activity on or use of the Conservation Area that is inconsistent with this Conservation Easement and to enforce the restoration of such areas or features of the Conservation Area that may be damaged by any inconsistent activity and/or use. Grantee and Grantor shall be entitled to recover the cost of restoring the land to the natural vegetative, hydrologic, scenic, open, agricultural or wooded condition existing at the time of execution of this Conservation Easement or to the vegetative and hydrologic condition required by the aforementioned County License and District Permit, whichever enhancement is the most environmentally desirable to Grantee or Grantor. These remedies are in addition to any other remedy, fine or penalty which may be applicable under the most recent versions of Chapter 27, Broward County Code of Ordinances, Chapter 40E-4, F.A.C., et. seq., Chapter 373 Florida Statutes, or otherwise which may be available by law.

2. Except for the restoration, creation, enhancement, maintenance, and monitoring activities and other activities and improvements related to the Conservation Area that are permitted or required by the County License and the District Permit, which are solely the responsibility of the Permittee, 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 THE COUNTY;
- (d) Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface;
- (e) Surface use except for purposes that permit the land or water area to remain in its vegetative and hydrologic condition as specified in the License;

- (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 and Permittee reserve all rights as Owner and Canal Reservation holder, respectively, 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, or any District rule, criteria, or permit.
 4. No right of access by the general public to any portion of the Conservation Area is conveyed by this Conservation Easement.
 5. Grantee and Grantor shall not be responsible for any costs or liabilities related to the operation, upkeep and maintenance of the Conservation Area and Permittee to the extent allowed by law, does hereby indemnify and hold harmless the Grantee and Grantor from the same.
 6. Permittee 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 Grantee and Grantor by injunctive relief and other available remedies. In any action in which the Grantee and/or Grantor prevail, the Grantee and/or Grantor shall be entitled to recover from the Permittee the cost of restoring the Conservation Area to the natural vegetative, hydrologic, scenic, open, agricultural or wooded condition existing at the time of execution of this Conservation Easement or to the vegetative and hydrologic condition required by the aforementioned County License and District Permit. Venue for said actions shall be exclusively in the Seventeenth Judicial Circuit, in and for Broward County, Florida. These remedies are in addition to any other remedy, fine or penalty which may be applicable under the most recent versions of Chapter 27 of the Broward County Code of Ordinances, Chapter 40E-4, F.A.C., et. seq., Chapter 373 Florida Statutes, and Chapter 62-330, F.A.C., or as otherwise provided by law.
 8. Enforcement of the terms and provisions of the Conservation Easement shall be at the reasonable discretion of Grantee and/or Grantor, and any forbearance on behalf of Grantee and/or Grantor to exercise their rights hereunder in the event of

any breach hereof by Permittee, shall not be deemed or construed to be a waiver of Grantee's and/or Grantor's rights hereunder.

9. 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 qualified to hold such interests under the applicable state laws.
10. Permittee agrees to restore the Conservation Area to the vegetative and hydrologic condition required by the aforementioned County License and District Permit, if any third party exercises any easement right or property interest or conducts any other activity on the property that causes damage, degradation or negative impacts to the Conservation Area.
11. Permittee'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 and Permittee, their heirs, successors or assigns and shall inure to the benefit of the Grantee, and its 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 Grantor and Permittee as required hereunder.
12. Notwithstanding the Permittee's right to utilize the Conservation Easement for stormwater drainage purposes and the Grantor's and Permittees's 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, the Grantor and Permittee agree that the Conservation Easement shall not be used for any purpose other than the purpose of the Conservation Area described herein, and that the Conservation Area will provide stormwater drainage purposes to include, but not be limited to, the storage and/or conveyance of stormwaters.
13. 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.
14. 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.
15. 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 and/or divests itself of any interest in the property described in Exhibits A or B. Any future holder of the Grantor's interest in the property described in Exhibits A or B shall be notified in writing by Grantor of this Conservation Easement.

16. 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 Grantee, its 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 and Permittee, but also their agents, heirs, successors and assigns, and shall continue as a servitude running in perpetuity with the property described in Exhibits A and B. This Conservation Easement shall not be recorded in the Public Records until after its formal approval by the South Broward Drainage District Board of Commissioners and the Broward County Board of County Commissioners.

Grantor hereby covenants with said 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 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, _____ has hereunto set its authorized hand this _____ day of _____, 20 ____.

GRANTOR – BROWARD COUNTY

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 _____
Chair
____ day of _____, 2013
Approved as to form by Office of County Attorney, Broward County, Florida

By _____

ACKNOWLEDGMENT – BROWARD COUNTY

STATE OF FLORIDA)
) ss
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this _____ day of _____, 20 ____, by _____ as _____ of BROWARD COUNTY, a political subdivision of the State of Florida, as Grantor. He or She is:
 personally known to me, or
 produced identification. Type of identification produced _____.

NOTARY PUBLIC-STATE OF FLORIDA:

Signature of Notary Public-State of Florida

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

PERMITTEE – SOUTH BROWARD DRAINAGE DISTRICT

SOUTH BROWARD DRAINAGE DISTRICT,
a political subdivision of the State of Florida

By _____
Scott Hodges, Chairperson

ATTEST:

Robert E. Goggin, IV, Secretary

ACKNOWLEDGMENT – SOUTH BROWARD DRAINAGE DISTRICT

STATE OF FLORIDA)
) ss
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this _____ day of _____, 20 ____, by SCOTT HODGES and ROBERT E. GOGGIN, IV, as Chairperson and Secretary, respectively of the SOUTH BROWARD DRAINAGE DISTRICT, a political subdivision of the State of Florida, as PERMITTEE. They are:

- personally known to me, or
- produced identification. Type of identification produced _____.

NOTARY PUBLIC-STATE OF FLORIDA:

Signature of Notary Public-State of Florida

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

The following legal description represents the boundaries of the Cemetery Canal owned by Broward County as shown on Project Boundaries plan prepared by the South Broward Drainage District.

CANAL PROPERTY LEGAL DESCRIPTION

That portion of the canal right-of-way described in Official Records Book 5964, Page 344 of the Public Records of Broward County, Florida that lies between a line 135.00 feet North of the South line of Tract 28 and a line 50.00 feet South of the North line of Tract 92, of Section 34, Range 50 South, Township 39 East of Everglades Land Company's Subdivision, according to the plat thereof as recorded in Plat Book 2, Page 1 of the Public Records of Miami-Dade County Florida.

Also Known As

The West 65 feet of the East 90 feet of the South 135.00 feet of Tract 28 of Section 34, Township 50 South, Range 39 East of "Everglades Land Company's Subdivision" according to the plat thereof, recorded in Plat Book 2, Page 1 of the public records of Miami-Dade County, Florida;

along with

The West 65 feet of the East 90 feet of Tracts 37, 60 and 69 of said Section 34;

along with

The West 65 feet of the East 90 feet of the North 50.00 feet of Tract 92 of said Section 34;

along with

The South 10 feet of the North 1/4 of said Section 34 and the North 10 feet of the South 3/4 of said Section 34 located between a line lying 25 feet West of the southerly and northerly extensions of the East line of Tracts 28 and 37 of said Section 34 and a line lying 90 feet West of and parallel to said extension;

along with

The South 10 feet of the North 1/2 of said Section 34 and the North 10 feet of the South 1/2 of said Section 34 lying between a line lying 25 feet West of the southerly and northerly extensions of the East line of Tracts 60 and 69 of said Section 34 and a line lying 90 feet West of and parallel to said extension;

All said lands lying, being and situate in Broward County Florida.

EXHIBIT "A"

SKETCH AND DESCRIPTION MITIGATION EASEMENT

A PORTION OF CANAL RIGHT-OF-WAY
SECTION 34-50-39

LEGAL DESCRIPTION:

A PORTION OF A 65 FOOT CANAL RIGHT-OF-WAY IN SECTION 34, TOWNSHIP 50 SOUTH, RANGE 39 EAST, BROWARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF PARCEL FOUR, "SHARON GARDENS MEMORIAL PARK", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 84, PAGE 40, OF THE PUBLIC RECORDS OF BROWARD COUNTY FLORIDA; THENCE NORTH 00°13'01" WEST, ALONG THE EAST LINE OF SAID PLAT, A DISTANCE OF 305.93 FEET; THENCE NORTH 89°38'37" EAST, A DISTANCE OF 0.40 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°38'37" EAST, A DISTANCE OF 45.70 FEET; THENCE SOUTH 00°06'15" EAST, A DISTANCE OF 51.12 FEET; THENCE SOUTH 03°18'33" EAST, A DISTANCE OF 100.16 FEET; THENCE SOUTH 00°06'15" EAST, A DISTANCE OF 98.44 FEET; THENCE SOUTH 01°23'17" WEST, A DISTANCE OF 100.26 FEET; THENCE SOUTH 00°47'30" EAST, A DISTANCE OF 100.26 FEET; THENCE SOUTH 00°35'00" WEST, A DISTANCE OF 99.80 FEET; THENCE SOUTH 00°06'15" EAST, A DISTANCE OF 100.37 FEET; THENCE SOUTH 00°33'45" EAST, A DISTANCE OF 100.27 FEET; THENCE SOUTH 00°54'22" EAST, A DISTANCE OF 255.00 FEET, TO A POINT ON A CURVE AT WHICH A RADIAL LINE BEARS NORTH 52°27'19" WEST; THENCE SOUTHWESTERLY AND WESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 52°26'11", AN ARC DISTANCE OF 22.88 FEET, TO A POINT OF TANGENCY; THENCE SOUTH 89°58'52" WEST, A DISTANCE OF 30.45 FEET; THENCE NORTH 00°01'08" WEST, A DISTANCE OF 64.87 FEET; THENCE NORTH 00°41'59" EAST, A DISTANCE OF 100.01 FEET; THENCE NORTH 00°33'39" WEST, A DISTANCE OF 100.00 FEET; THENCE NORTH 01°21'45" WEST, A DISTANCE OF 100.04 FEET; THENCE NORTH 00°14'30" EAST, A DISTANCE OF 99.96 FEET; THENCE NORTH 00°51'10" WEST, A DISTANCE OF 100.03 FEET; THENCE NORTH 00°11'23" EAST, A DISTANCE OF 100.00 FEET; THENCE NORTH 00°07'36" EAST, A DISTANCE OF 100.00 FEET; THENCE NORTH 00°33'39" WEST, A DISTANCE OF 100.02 FEET; THENCE NORTH 00°40'29" WEST, A DISTANCE OF 100.10 FEET; THENCE NORTH 00°14'30" EAST, A DISTANCE OF 49.96 FEET, TO THE POINT OF BEGINNING.

LEGEND:

- POC = POINT OF COMMENCEMENT
- POB = POINT OF BEGINNING
- B.C.R. = BROWARD COUNTY RECORDS
- R = RADIUS
- L = ARC LENGTH
- Δ = CENTRAL ANGLE

SURVEYOR'S NOTES:

1. NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR & MAPPER.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD BY ABSOLUTE SURVEYING INC.
3. BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF "SHARON GARDENS MEMORIAL PARK" AS RECORDED IN PLAT BOOK 84, PAGE 40 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
4. THIS IS NOT A LAND SURVEY.

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THIS DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS SKETCH MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472-027, FLORIDA STATUTES.

DATE: 5-5-03 BY: Mitchell R. Mallory

MITCHELL R. MALLORY
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION No. LS4851

EXHIBIT "B"
PAGE 1 of 2

SHEET 1 OF 2

PROJECT No.: 00597

ABSOLUTE SURVEYING INC.

LAND SURVEYORS
1600 WEST OAKLAND PARK BLVD.
SUITE 102
FORT LAUDERDALE, FL 33311
(954) 777-2733
LICENSED BUSINESS No. 6218



REVISION	OWN	DATE	FB/Pg.	CKD
SKETCH & DESCRIPTION	LD	5-5-03		MRM

SKETCH AND DESCRIPTION MITIGATION EASEMENT

A PORTION OF CANAL RIGHT-OF-WAY
SECTION 34-50-39

SCALE: 1" = 30'

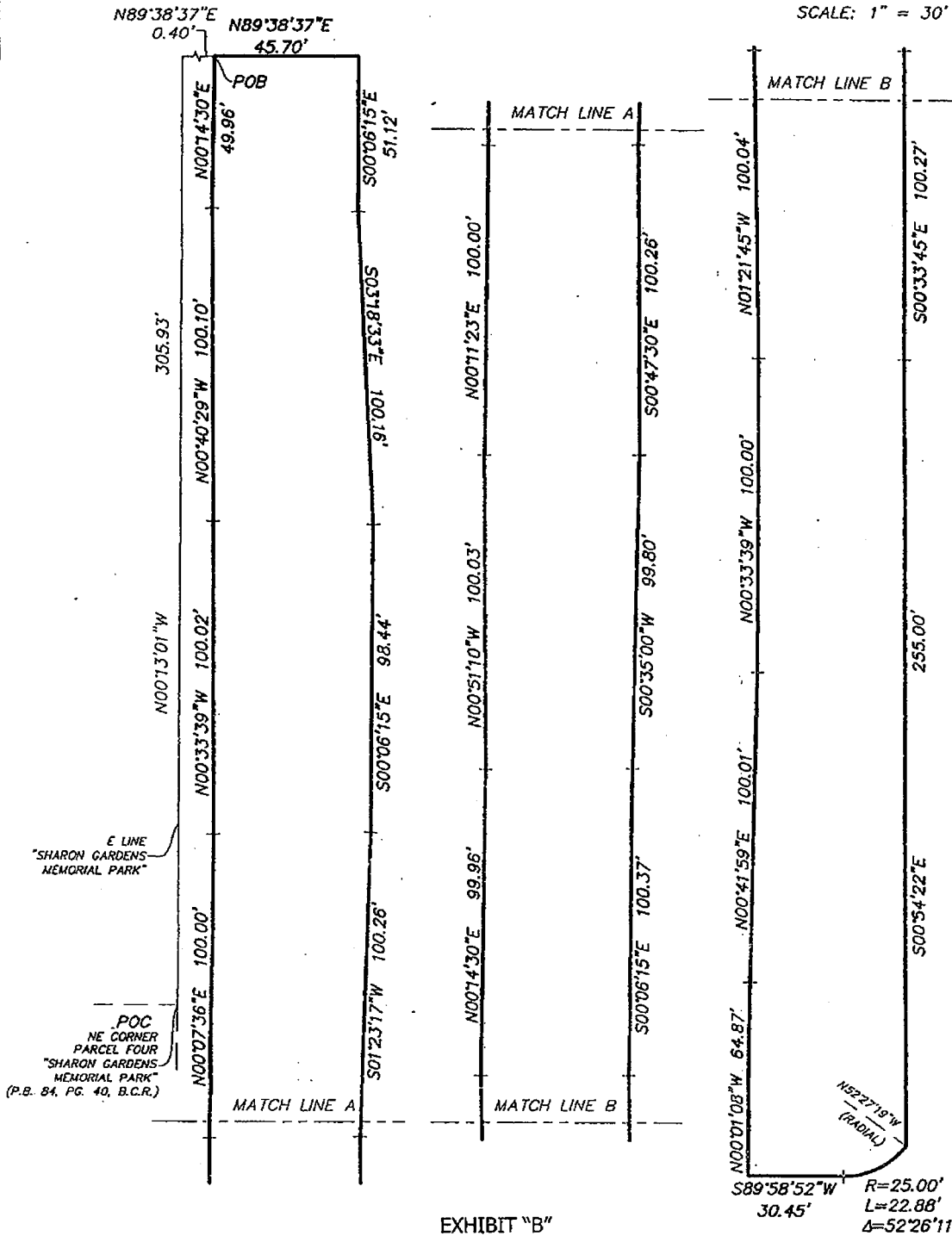


EXHIBIT "B"
PAGE 2 OF 2

SHEET 2 OF 2

PROJECT No.: 00597

**ABSOLUTE
SURVEYING INC.**

LAND SURVEYORS
1600 WEST OAKLAND PARK BLVD.
SUITE 102
FORT LAUDERDALE, FL 33311
(954) 777-2733
LICENSED BUSINESS No. 6218



REVISION	DWN	DATE	FB/Pg.	CKD
SKETCH & DESCRIPTION	LD	5-5-03		MRM

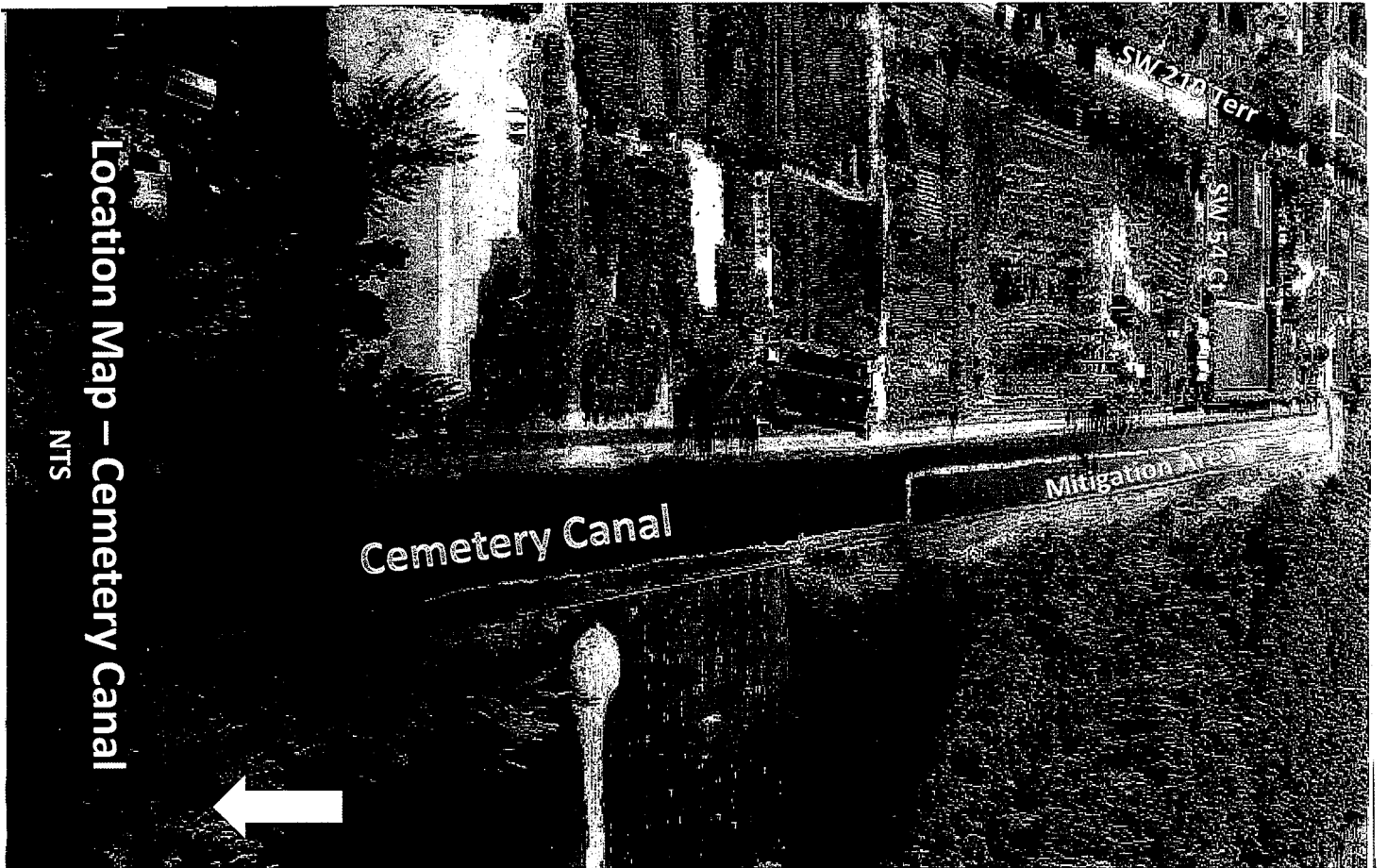
Cemetery Canal



Location Map – Cemetery Canal

NTS





Location Map – Cemetery Canal

NIS

BELL & BELL

ATTORNEYS AT LAW
CUMBERLAND BUILDING, SUITE 601
800 EAST BROWARD BOULEVARD
FT. LAUDERDALE, FLORIDA 33301

JOHN W. BELL (1916-1982)
DOUGLAS R. BELL
ELLEN FELD

TELEPHONE (954) 524-8526
FAX (954) 524-8644
E-MAIL: BELL8526@BELLSOUTH.NET

April 23, 2004

Michael C. Owens, Esquire
Broward County Office of County Attorney
115 S. Andrews Avenue
Suite 423
Fort Lauderdale, Florida 33301

Re: SBD/Cemetery Trails Canal/Conservation Easement Legal Description; My
File SBD N^o 2676

Dear Mike:

As per our recent conversation, the South Broward Drainage District has executed the proposed Conservation Easement which is located within the Cemetery Canal property owned by Broward County.

It is my understanding that you will submit the Conservation Easement to the Broward County Board of Commissioners for final approval following which the original must be forwarded to South Florida Water Management District for final approval by the South Florida Water Management District Board of Governors.

Thank you for your assistance in this matter. Please call should you have any questions or need further information in order to process this document.

Sincerely,



Douglas R. Bell
DRB:maw

cc: Neil Kalin, District Director

SBDD # 2676
April 6, 2004

Document prepared by:

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

**DEED OF CONSERVATION
EASEMENT AND AGREEMENT**

(Wetlands)

THIS DEED OF CONSERVATION EASEMENT ("Conservation Easement") is given this _____ day of _____, 20____, by BROWARD COUNTY, a political subdivision of the State of Florida, its successors and assigns ("Grantor"), whose post office is 115 South Andrews Avenue, Suite 423, Fort Lauderdale, Florida 33301, joined by SOUTH BROWARD DRAINAGE DISTRICT, a political subdivision of the State of Florida, its successors and assigns ("Permittee"), whose post office address is 6591 Southwest 160th Avenue, Southwest Ranches, Florida 33331 to SOUTH FLORIDA WATER MANAGEMENT DISTRICT, a public corporation of the State of Florida, ("Grantee"), whose address is 3301 Gun Club Road, West Palm Beach, Florida 33416.

WITNESSETH

WHEREAS, Permittee is the owner of canal reservations conveyed to Permittee by South Florida Water Management District ("District") and pursuant to its charter, Chapter 98-524, Laws of Florida has the right to utilize the property described in Exhibit A for stormwater drainage purposes; and

WHEREAS, Permittee desires to construct the Cemetery Canal mitigation area ("Project") on property which is subject to the regulatory jurisdiction of the South Florida Water Management District and the Broward County Department of Planning and Environmental Protection ("DPEP"); and

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, DPEP License No. _____ ("DPEP License") as may be modified or reissued and District Permit No. 06-01400-S ("District Permit") as may be modified authorize certain activities that may impact wetlands or may require the preservation of wetlands on the Project site; and

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

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

NOW, THEREFORE, in consideration of the issuance of the DPEP License and District Permit, to construct and operate the permitted activity, Grantor and Permittee hereby grant, create, and establish a perpetual Conservation Easement for the Grantee upon the Conservation Area which shall run with the property as described in Exhibits A and B, and be binding upon the Grantor and Permittee, their heirs, successors or assigns (hereinafter "Grantor" and "Permittee", respectively), and shall remain in full force and effect forever.

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

1. The recitals hereinabove set forth are hereby incorporated into and made a part of this Conservation Easement.
2. It is the purpose of the Conservation Easement to retain land and/or water of the Conservation Area in their natural, vegetative, hydrologic, scenic, open, agricultural or wooded condition and to retain such areas as suitable habitat for fish, plants or wildlife. It is the purpose and intent of this Conservation Easement to assure that the Conservation Area will be retained and maintained forever predominantly in the vegetative and hydrologic condition as specified in the DPEP License and District Permit. The Conservation Area shall be maintained forever by the Permittee, its heirs, successors, or assigns, in the enhanced, restored, preserved and/or created conditions required by the DPEP License and District Permit.
 - (a) To carry out this purpose, the following rights are conveyed to Permittee by this easement:
 - (i) To enter upon the Conservation Area (Exhibit B) in a reasonable manner and at reasonable times with any necessary equipment or vehicles to construct, maintain, monitor and/or restore the Property in the condition specified in the License, Permit and this Conservation Easement, and to cross such portions of the Property (Exhibit A) as reasonably necessary to exercise such rights.

- (b) To carry out this purpose, the following rights are conveyed to Grantee by Grantor and Permittee:
 - (i) 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 rights.
 - (ii) To enjoin any activity on or use of the Conservation Area that is inconsistent with this Conservation Easement and to enforce the restoration of such areas or features of the Conservation Area that may be damaged by any inconsistent activity and/or use. Grantee and Grantor shall be entitled to recover the cost of restoring the land to the natural vegetative, hydrologic, scenic, open, agricultural or wooded condition existing at the time of execution of this Conservation Easement or to the vegetative and hydrologic condition required by the aforementioned DPEP License and District Permit from Permittee, whichever enhancement is the most environmentally desirable to Grantee or Grantor. These remedies are in addition to any other remedy, fine or penalty which may be applicable under the most recent versions of Chapter 27, Broward County Code of Ordinances, Chapter 40E-4, F.A.C., et. seq., Chapter 373, Florida Statutes, or otherwise which may be available by law.
3. Except as provided for in Paragraph 16 and 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, which are solely the responsibility of the Permittee, 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 approved maintenance plans;
 - (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 or enhanced vegetative and hydrologic condition as specified in the DPEP License and District Permit;
 - (f) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation; including but not limited to ditching, diking, and fencing;
 - (g) Acts or uses detrimental to said aforementioned retention and maintenance of land or water areas; and
 - (h) Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties having historical, archeological or cultural significance.
4. Grantor and Permittee reserve all rights as Owner and Canal Reservation holder, respectively, 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 or any District rule, criteria, or permit.
 5. No right of access by the general public to any portion of the Conservation Area is conveyed by this Conservation Easement.
 6. Grantee and Grantor shall not be responsible for any costs or liabilities related to the operation, upkeep, and maintenance of the Conservation Area and Permittee to the extent allowed by law does hereby indemnify and hold harmless the Grantee and Grantor from the same.
 7. Permittee shall pay any and all real property taxes and assessments levied by competent authority on the Conservation Area.
 8. Nothing contained in this instrument shall be construed to entitle Grantee or Grantor to bring any action against the Permittee for any injury to or change in any portion of the Property other than mitigation area(s) specified in the District Permit or DPEP License that results from natural causes beyond Permittee's control, including but not limited to fire, flood, storm, and earth movement. Should any mitigation area be injured or changed from natural causes, including but not limited to fire, flood, storm and earth movement, the Permittee shall be provided notice and a reasonable opportunity to restore the affected mitigation area to a condition that satisfies the District Permit or DPEP License requirements prior to the Grantee or Grantor bringing any action for noncompliance with the District Permit, DPEP License or this Conservation Easement.

9. The terms and conditions of this Conservation Easement may be enforced by the Grantee and Grantor by injunctive relief and other available remedies. In any action in which the Grantee and/or Grantor prevail, the Grantee and/or Grantor shall be entitled to recover from the Permittee the cost of restoring the Conservation Area to the natural vegetative, hydrologic, scenic, open, agricultural or wooded condition existing at the time of execution of this Conservation Easement or to the vegetative and hydrologic condition required by the aforementioned DPEP License and District Permit. Venue for said actions shall be exclusively in the Seventeenth Judicial Circuit, in and for Broward County, Florida. These remedies are in addition to any other remedy, fine or penalty which may be applicable under the most recent versions of Chapter 27 of the Broward County Code of Ordinances, Chapter 40E-4, F.A.C., et. seq., Chapter 373, Florida Statutes, or as otherwise provided by law.
10. Enforcement of the terms and provisions of the Conservation Easement shall be at the reasonable discretion of the Grantee and/or Grantor, and any forbearance on behalf of Grantee and/or Grantor to exercise their rights hereunder in the event of any breach hereof by Permittee, shall not be deemed or construed to be a waiver of Grantee and/or Grantor'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 qualified to hold such interests under the applicable state laws.
12. Permittee agrees to restore the Conservation Area to the vegetative and hydrologic condition required by the aforementioned DPEP License and District Permit if any third party exercises any easement right or property interest or conducts any other activity on the property that causes damage, degradation or negative impacts to the Conservation Area.
13. Permittee'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 and Permittee, its heirs, successors or assigns and shall inure to the benefit of the Grantee, 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 Grantor and Permittee as required hereunder.
14. 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.

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.
16. The terms, conditions, restrictions and purpose of this Conservation Easement shall be inserted by Grantor and/or Permittee in any subsequent deed or other legal instrument by which Grantor or Permittee divest themselves of any interest in the property described in Exhibit A or B. Any future holder of the Grantor or Permittee's interests in the property described in Exhibit A or B shall be notified in writing by Grantor or Permittee, as appropriate, 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 filed in the Public Records of Broward County.
18. Canal reservations over the Exhibit A and Exhibit B property have been conveyed to Licensee by South Florida Water Management District (Grantee) for use by Licensee for stormwater drainage and flowage of stormwater from the Property and other property within the Licensees S-10 Basin. This reservation transfer has been recorded at Official Records Book 36050, Page 1341 of the Public Records of Broward County, Florida ("SBDD Easements"). The Grantee acknowledges the existence of these reservations and the Permittee's right to use the Exhibit A and Exhibit B property for stormwater drainage purposes. The Permittee has on a nonexclusive basis, access to and the right to utilize the Conservation Area for the purpose of the construction and maintenance of drainage facilities, together with any necessary appurtenances incidental and necessary thereto, together with free ingress and egress across the Conservation Area for the purpose of constructing, maintaining and repairing the drainage system and appurtenances contained in said SBDD Easements. Notwithstanding anything to the contrary contained herein, in performing such work within the SBDD Easements, the Permittee shall not degrade the quality of any wetlands enhanced or created within the Conservation Area. If such degradation occurs, the Permittee shall be responsible to Grantor and Grantee for restoring, or ensuring the restoration of, any degraded wetlands. Grantee and Grantor reserve all rights available to enforce the restoration of any degraded wetlands due to Permittee's activities pursuant to this paragraph.

TO HAVE AND TO HOLD unto Grantee, 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 purposes 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 and Permittee hereby covenant with said 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 mortgages and liens 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, _____ has hereunto set its authorized hand this ____ day of _____, 2004.

GRANTOR - BROWARD COUNTY

ATTEST:

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

BROWARD COUNTY, through its BOARD
OF COUNTY COMMISSIONERS

By _____
Chair
____ 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

ACKNOWLEDGMENT - BROWARD COUNTY

STATE OF FLORIDA }
 }ss.
COUNTY OF BROWARD }

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by _____ as _____ of BROWARD COUNTY, a political subdivision of the State of

Florida, as Grantor. He or She is:

- personally known to me, or
- produced identification. Type of identification produced _____.

NOTARY PUBLIC – STATE OF FLORIDA:

Signature of Notary Public – State of Florida

Print, Type or Stamp Commissioned Name

My commission expires:

Affix Seal Below

PERMITTEE - SOUTH BROWARD DRAINAGE DISTRICT

**SOUTH BROWARD DRAINAGE DISTRICT,
a political subdivision of the State of Florida**

BY: Tom Gill
Tom Gill, Acting President

Attest:

Ronald E. Corbitt, Jr.
Ronald E. Corbitt, Jr., Secretary

ACKNOWLEDGMENT - SOUTH BROWARD DRAINAGE DISTRICT

STATE OF FLORIDA }
 }ss.
COUNTY OF BROWARD }

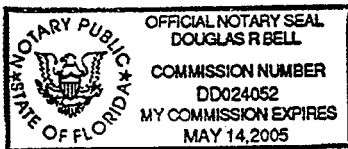
The foregoing instrument was acknowledged before me this 14th day of APRIL, 2004, by Tom Gill and Ronald E. Corbitt, Jr., as Acting President and Secretary, respectively, of SOUTH BROWARD DRAINAGE DISTRICT, a political subdivision of the State of Florida, as Permittee. They are:

personally known to me, or
 produced identification. Type of identification produced _____.

NOTARY PUBLIC – STATE OF FLORIDA:

Douglas R. Bell
Signature of Notary Public – State of Florida

DOUGLAS R. BELL
Print, Type or Stamp Commissioned Name
My commission expires:
Affix Seal Below



ACCEPTANCE BY SOUTH FLORIDA WATER MANAGEMENT DISTRICT

The South Florida Water Management District by its Governing Board accepts this Conservation Easement for DPEP License No. _____ and SFWMD Permit No. 06-01400-S.

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT
BY ITS GOVERNING BOARD**

BY: _____
Nicolas J. Gutierrez, Jr., Chair

Attest:

Garrett Wallace, Jr., Secretary

Legal Form Approved SFWMD Office of Counsel

By: _____ Date: _____

STATE OF FLORIDA }
 } ss.
COUNTY OF PALM BEACH }

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by Nicolas J. Gutierrez, Jr. and Garrett Wallace, Jr., Chair and Secretary, respectively, of the Governing Board of SOUTH FLORIDA WATER MANAGEMENT DISTRICT, a public corporation of the State of Florida, as Grantee. They are:

- personally known to me, or
- produced identification. Type of identification produced _____

NOTARY PUBLIC – STATE OF FLORIDA:

Signature of Notary Public – State of Florida

Print, Type or Stamp Commissioned Name
My commission expires:
Affix Seal Below

The following legal description represents the boundaries of the Cemetery Canal owned by Broward County as shown on Project Boundaries plan prepared by the South Broward Drainage District.

CANAL PROPERTY LEGAL DESCRIPTION

That portion of the canal right-of-way described in Official Record Book 5964, Page 344 of the Public Records of Broward County, Florida that lies between a point 135.00 feet North of the South line of Tract 29 and a point 50.00 feet South of the South line of Tract 68, of Everglades Land Company's Subdivision of Section 34, Range 50 South, Township 39 East according to the plat thereof as recorded in Plat Book 2, Page 1 of the Public Records of Dade County Florida,

All said lands lying, being and situate in Broward County Florida.

EXHIBIT "A"

SKETCH AND DESCRIPTION MITIGATION EASEMENT

A PORTION OF CANAL RIGHT-OF-WAY
SECTION 34-50-39

LEGAL DESCRIPTION:

A PORTION OF A 65 FOOT CANAL RIGHT-OF-WAY IN SECTION 34, TOWNSHIP 50 SOUTH, RANGE 39 EAST, BROWARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF PARCEL FOUR, "SHARON GARDENS MEMORIAL PARK", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 84, PAGE 40, OF THE PUBLIC RECORDS OF BROWARD COUNTY FLORIDA; THENCE NORTH 00°13'01" WEST, ALONG THE EAST LINE OF SAID PLAT, A DISTANCE OF 305.93 FEET; THENCE NORTH 89°38'37" EAST, A DISTANCE OF 0.40 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°38'37" EAST, A DISTANCE OF 45.70 FEET; THENCE SOUTH 00°06'15" EAST, A DISTANCE OF 51.12 FEET; THENCE SOUTH 03°18'33" EAST, A DISTANCE OF 100.16 FEET; THENCE SOUTH 00°06'15" EAST, A DISTANCE OF 98.44 FEET; THENCE SOUTH 01°23'17" WEST, A DISTANCE OF 100.26 FEET; THENCE SOUTH 00°47'30" EAST, A DISTANCE OF 100.26 FEET; THENCE SOUTH 00°35'00" WEST, A DISTANCE OF 99.80 FEET; THENCE SOUTH 00°06'15" EAST, A DISTANCE OF 100.37 FEET; THENCE SOUTH 00°33'45" EAST, A DISTANCE OF 100.27 FEET; THENCE SOUTH 00°54'22" EAST, A DISTANCE OF 255.00 FEET, TO A POINT ON A CURVE AT WHICH A RADIAL LINE BEARS NORTH 52°27'19" WEST; THENCE SOUTHWESTERLY AND WESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 52°26'11", AN ARC DISTANCE OF 22.88 FEET, TO A POINT OF TANGENCY; THENCE SOUTH 89°58'52" WEST, A DISTANCE OF 30.45 FEET; THENCE NORTH 00°01'08" WEST, A DISTANCE OF 64.87 FEET; THENCE NORTH 00°41'59" EAST, A DISTANCE OF 100.01 FEET; THENCE NORTH 00°33'39" WEST, A DISTANCE OF 100.00 FEET; THENCE NORTH 01°21'45" WEST, A DISTANCE OF 100.04 FEET; THENCE NORTH 00°14'30" EAST, A DISTANCE OF 99.96 FEET; THENCE NORTH 00°51'10" WEST, A DISTANCE OF 100.03 FEET; THENCE NORTH 00°11'23" EAST, A DISTANCE OF 100.00 FEET; THENCE NORTH 00°07'36" EAST, A DISTANCE OF 100.00 FEET; THENCE NORTH 00°33'39" WEST, A DISTANCE OF 100.02 FEET; THENCE NORTH 00°40'29" WEST, A DISTANCE OF 100.10 FEET; THENCE NORTH 00°14'30" EAST, A DISTANCE OF 49.96 FEET, TO THE POINT OF BEGINNING.

LEGEND:

- POC = POINT OF COMMENCEMENT
- POB = POINT OF BEGINNING
- B.C.R. = BROWARD COUNTY RECORDS
- R = RADIUS
- L = ARC LENGTH
- Δ = CENTRAL ANGLE

SURVEYOR'S NOTES:

1. NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR & MAPPER.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD BY ABSOLUTE SURVEYING INC.
3. BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF "SHARON GARDENS MEMORIAL PARK" AS RECORDED IN PLAT BOOK 84, PAGE 40 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
4. THIS IS NOT A LAND SURVEY.

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THIS DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS SKETCH MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472-027, FLORIDA STATUTES.

DATE: 5-5-03 BY: Mitchell R. Mallory

MITCHELL R. MALLORY
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION No. LS4851

EXHIBIT "B"
PAGE 1 of 2

SHEET 1 OF 2

PROJECT No.: 00597

**ABSOLUTE
SURVEYING INC.**
LAND SURVEYORS
1600 WEST OAKLAND PARK BLVD.
SUITE 102
FORT LAUDERDALE, FL 33311
(954) 777-2733
LICENSED BUSINESS No. 6218



REVISION	DWN	DATE	FB/Pg.	CKD
SKETCH & DESCRIPTION	LD	5-5-03		MRM

SKETCH AND DESCRIPTION

MITIGATION EASEMENT

A PORTION OF CANAL RIGHT-OF-WAY
SECTION 34-50-39

SCALE: 1" = 30'

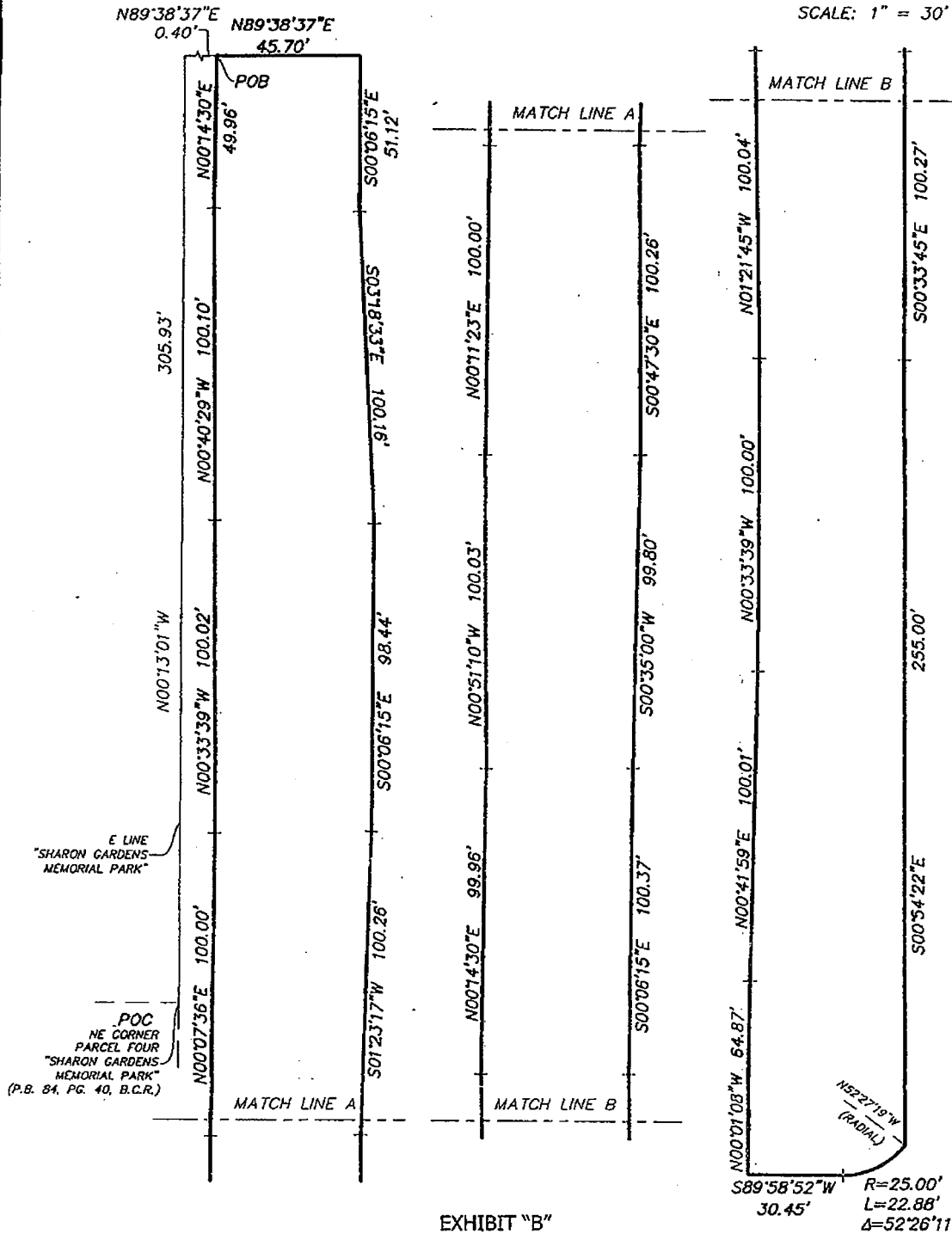


EXHIBIT "B"
PAGE 2 OF 2

SHEET 2 OF 2

PROJECT No.: 00597

ABSOLUTE SURVEYING INC.

LAND SURVEYORS
1600 WEST OAKLAND PARK BLVD.
SUITE 102
FORT LAUDERDALE, FL 33311
(954) 777-2733
LICENSED BUSINESS No. 6218



REVISION	DWN	DATE	FB/Pg.	CKD
SKETCH & DESCRIPTION	LD	5-5-03		MRM