

Prepared by:
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Fort Lauderdale, FL 33301

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

**AMENDED DEED OF CONSERVATION
EASEMENT AND AGREEMENT**

THIS AMENDED DEED OF CONSERVATION EASEMENT ("Amended Conservation Easement") is given this ____ day of _____, 20____, by City of Sunrise, a municipal corporation, whose address is 10770 W. Oakland Park Boulevard, Sunrise, Florida 33351, ("Grantor") to Broward County, a political subdivision of the State of Florida, its successors and assigns ("Grantee"), whose post office is 115 South Andrews Avenue, Suite 423, Fort Lauderdale, Florida 33301. As used herein, the term "Grantor" shall include any and all heirs, assigns, successors, or successors-in-interest of the Grantor, and all subsequent owners of the "Property" and "Conservation Area(s)" (as hereinafter defined) and the term "Grantees" shall include any successors, successors-in-interest or assignees of Grantees.

W I T N E S S E T H

WHEREAS, the Grantor is the owner of certain lands situated in Broward County, Florida, and more specifically described in Exhibit A, attached hereto and incorporated herein by reference and referred to herein as the Property; and

WHEREAS, the Grantor desires to construct a maintenance and access path and realign the southern boundary of the Conservation Area previously granted ("Project") on the Property, which Project is subject to the regulatory jurisdiction of the Broward County Environmental Protection and Growth Management Department ("EPGMD"); and

WHEREAS, EPGMD License Nos. DF97-1137 and DF16-1137 ("License") as may be modified or reissued, authorizes certain activities that may impact wetlands or may require the preservation of wetlands on the Project site; and

WHEREAS, the Grantor has developed and proposed as part of the license 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, in consideration of the consent granted by the License is agreeable to granting and securing to the Grantee a perpetual conservation easement as defined in Section 704.06, Florida Statutes (2018), as amended, over the Conservation Area; and

WHEREAS, the Grantee previously accepted a conservation easement from Grantor which was recorded in Official Record Book 29331, Page(s) 1713-1724, of the Official Records of Broward County, Florida ("Conservation Easement"); and

WHEREAS, Grantor and Grantee desire to repeal the Conservation Easement and enter into this Amended Conservation Easement.

NOW, THEREFORE, in consideration of the issuance of the License to construct and operate the permitted activity, Grantor hereby grants, creates, and establishes a perpetual Amended Conservation Easement for the Grantee upon the Conservation Area which shall run with the property as described in Exhibits A and B, be binding upon the Grantor, and shall remain in full force and effect forever.

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

1. It is the purpose of the Amended 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 Amended 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 License. The Conservation Area shall be maintained forever by the Grantor, its heirs, successors, or assigns, in the enhanced, restored, preserved, and/or created conditions required by the License.

To carry out this purpose, the following rights are conveyed to Grantee by this easement:

- (a) To enter upon the Conservation Area ("Exhibit B") in a reasonable manner and at reasonable times with any necessary equipment or vehicles to ensure compliance and to enforce the rights herein granted, and to cross such portions of the Property ("Exhibit A") as reasonably necessary to exercise such right.
- (b) To enjoin any activity on or use of the Conservation Area that is inconsistent with this Amended 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 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 Amended Conservation Easement or to the vegetative and hydrologic condition required by the aforementioned License, whichever enhancement is the most environmentally desirable to Grantee. 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, 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 License, 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 EPGMD;
 - (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 reserves all rights as owner of the Conservation Area, including the right to engage in uses of the Conservation Area that are not prohibited herein and which are not inconsistent with the intent and purpose of this Amended Conservation Easement.
4. No right of access by the general public to any portion of the Conservation Area is conveyed by this Amended Conservation Easement.

5. Grantee shall not be responsible for any costs or liabilities related to the operation, upkeep and maintenance of the Conservation Area and Grantor does hereby indemnify and hold harmless the Grantee from the same.
6. Grantor shall pay any and all real property taxes and assessments levied by competent authority on the Conservation Area.
7. The terms and conditions of this Amended Conservation Easement may be enforced by the Grantee by injunctive relief and other available remedies. In any action in which the Grantee prevails, the Grantee shall be entitled to recover the cost of restoring the Conservation Area to the natural vegetative, hydrologic, scenic, open, agricultural or wooded condition existing at the time of execution of this Amended Conservation Easement or to the vegetative and hydrologic condition required by the aforementioned License. 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, or as otherwise provided by law.
8. Enforcement of the terms and provisions of the Amended Conservation Easement shall be at the reasonable discretion of Grantee, and any forbearance on behalf of Grantee to exercise its rights hereunder in the event of any breach hereof by Grantor, shall not be deemed or construed to be a waiver of Grantee's rights hereunder.
9. Grantee will hold this Amended Conservation Easement exclusively for conservation purposes. Grantee will not assign its rights and obligations under this Amended Conservation Easement except to another organization qualified to hold such interests under the applicable state laws.
10. Grantor agrees to restore the Conservation Area to the vegetative and hydrologic condition required by the aforementioned EPGMD License if any third party exercises any easement right or property interest or conducts any other activity on the property that causes damage, degradation or negative impacts to the Conservation Area.
11. Grantor's obligation to retain and maintain the Conservation Area forever predominantly in the vegetative and hydrologic condition as herein specified shall run with the property described in Exhibits A and B, and shall be binding upon the Grantor, its heirs, successors or assigns and shall inure to the benefit of the Grantee, and its successors and assigns as more particularly set forth herein. The intent of this Amended Conservation Easement is that the responsibilities and liabilities associated with the Amended Conservation Easement shall run with the property described in Exhibits A and B, and be binding upon the fee simple title holder of the property as required hereunder.

12. If any provision of this Amended Conservation Easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this Amended Conservation Easement shall not be affected thereby, as long as the purpose of the Amended Conservation Easement is preserved.
13. All notices, consents, approvals or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.
14. The terms, conditions, restrictions and purpose of this Amended Conservation Easement shall be inserted by Grantor in any subsequent deed or other legal instrument by which Grantor divests itself of any interest in the property described in 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 Amended Conservation Easement.
15. This Amended 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 Amended Conservation Easement shall be recorded in the Public Records of Broward County and the covenants, terms, conditions, restrictions and purpose imposed with this Amended 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. This Amended Conservation Easement shall not be recorded in the Public Records until after its formal acceptance by 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 Amended Conservation Easement and all mortgages have been joined or subordinated; that Grantor has good right and lawful authority to convey this Amended Conservation Easement, and that it hereby fully warrants and defends the title to this Amended Conservation Easement hereby conveyed against the lawful claims of all persons whomsoever.

(INTENTIONALLY LEFT BLANK)

**EXHIBIT A
LEGAL DESCRIPTION**

PARCEL "A", SAWGRASS COMMERCIAL, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 154, PAGE 1 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

SAID LANDS LYING IN THE CITY OF SUNRISE, BROWARD COUNTY, FLORIDA AND CONTAINING 1,111,632 SQUARE FEET (25.520 ACRES) MORE OR LESS.

EXHIBIT "B"

DESCRIPTION: CONSERVATION EASEMENT

A PORTION OF PARCEL "A", SAWGRASS COMMERCIAL, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 154, PAGE 1, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°07'25" WEST, ALONG THE EAST BOUNDARY OF SAID PARCEL "A", A DISTANCE OF 1287.22 FEET; THENCE NORTH 88°52'35" WEST, A DISTANCE OF 965.24 FEET TO A POINT ON THE WEST BOUNDARY OF SAID PARCEL "A", SAID POINT BEING ON THE ARC OF A CURVE CONCAVE SOUTHEASTERLY, WHOSE RADIUS POINT BEARS SOUTH 86°02'53" EAST FROM THE LAST DESCRIBED POINT; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 500.00 FEET, A CENTRAL ANGLE OF 40°52'30", FOR AN ARC DISTANCE OF 356.70 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 11,619.16 FEET, A CENTRAL ANGLE OF 06°16'35", FOR AN ARC DISTANCE OF 1272.81 FEET TO THE POINT OF BEGINNING. THE LAST TWO DESCRIBED COURSES BEING COINCIDENT WITH THE WEST BOUNDARY OF SAID PARCEL "A".

SAID LANDS SITUATE IN THE CITY OF SUNRISE, BROWARD COUNTY, FLORIDA. CONTAINING 679,880 SQUARE FEET OR 15.608 ACRES, MORE OR LESS.

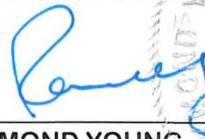
NOTE:

THE BEARINGS SHOWN HEREON ARE BASED ON THE PLAT OF SAWGRASS COMMERCIAL AS RECORDED IN PLAT BOOK 154, PAGE 1, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. THE EAST BOUNDARY OF PARCEL "A" BEARS SOUTH 01°07'25" WEST.

CERTIFICATE:

WE HEREBY CERTIFY THAT THIS DESCRIPTION AND SKETCH CONFORMS TO CHAPTER 5J-17 (FLORIDA ADMINISTRATIVE CODE), STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF FLORIDA AS ADOPTED BY THE DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION, BOARD OF PROFESSIONAL LAND SURVEYORS IN SEPTEMBER, 1981, AS AMENDED, PURSUANT TO CHAPTER 472.027 OF THE FLORIDA STATUTES, AND IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF.

CRAVEN THOMPSON & ASSOCIATES, INC.
CERTIFICATE OF AUTHORIZATION LB271



RAYMOND YOUNG - FOR THE FIRM
PROFESSIONAL SURVEYOR AND MAPPER NO. 5799
STATE OF FLORIDA

MAR 13 2019



CRAVEN • THOMPSON & ASSOCIATES, INC.
ENGINEERS • PLANNERS • SURVEYORS

3563 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309 FAX: (954) 739-6409 TEL.: (954) 739-6400
 FLORIDA LICENSED ENGINEERING, SURVEYING & MAPPING BUSINESS No. 271
 FLORIDA LICENSED LANDSCAPE ARCHITECTURE BUSINESS No. C000114

MATERIAL SHOWN HEREON IS THE PROPERTY OF CRAVEN-THOMPSON & ASSOCIATES, INC. AND SHALL NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT PERMISSION OF CRAVEN-THOMPSON & ASSOCIATES, INC. WRITING CRAVEN-THOMPSON & ASSOCIATES, INC. COPYRIGHT © 2000

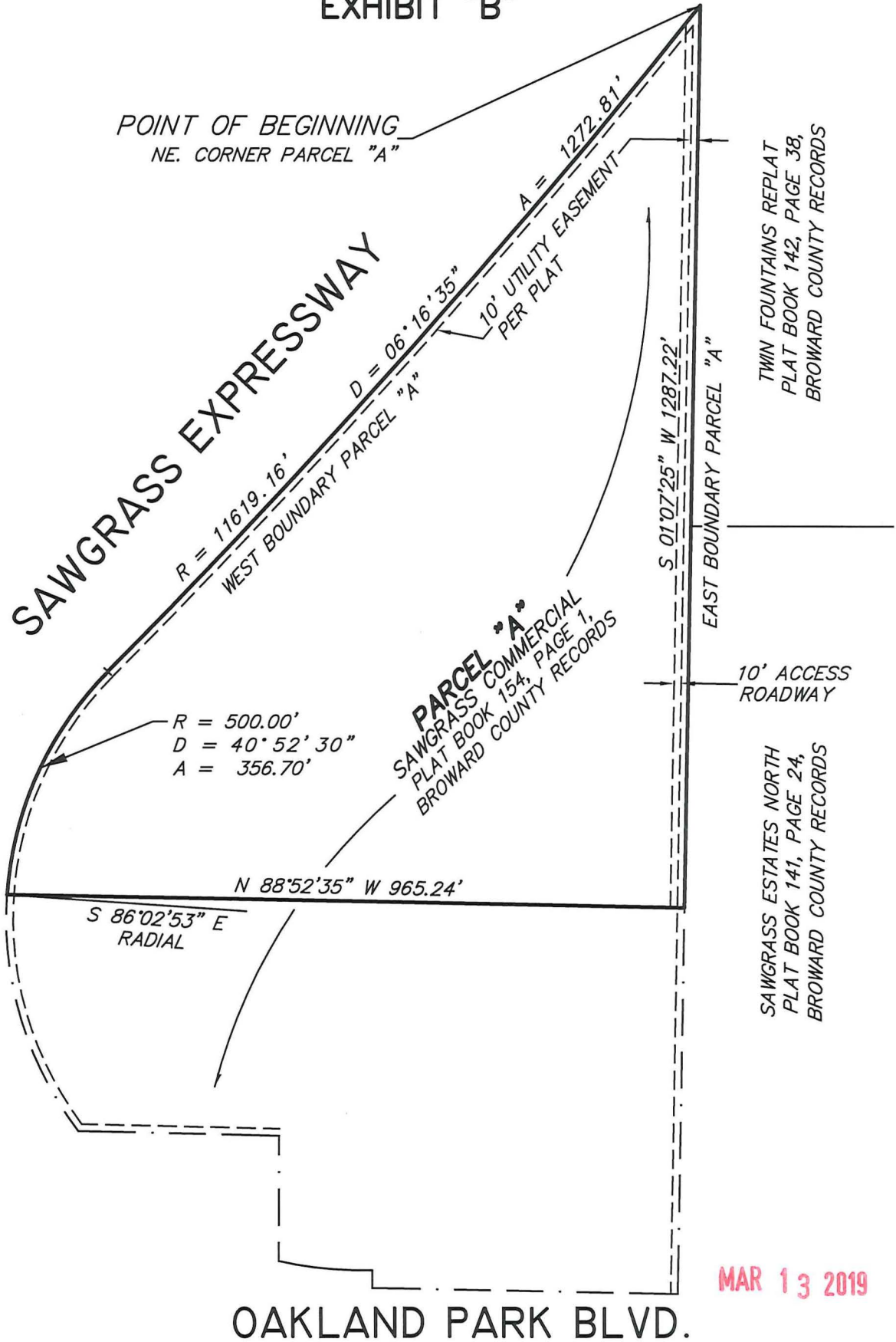
FOR: **CITY OF SUNRISE**

NOTE: THIS IS NOT A SKETCH OF SURVEY, but only a graphic depiction of the description shown hereon. There has been no field work, viewing of the subject property, or monuments set in connection with the preparation of the information shown hereon.

**SKETCH TO ACCOMPANY DESCRIPTION
 CONSERVATION EASEMENT
 EXHIBIT "B"**



SCALE: 1" = 200'



MAR 13 2019

SHEET 2 OF 2

UPDATES and/or REVISIONS	DATE	BY	CK'D
1. PLOT 10' ACCESS ROADWAY	12/12/18	RY	RY

NOTE The undersigned and CRAVEN-THOMPSON & ASSOCIATES, INC. make no representations or guarantees as to the information reflected hereon pertaining to easements, rights-of-way, set back lines, reservations, agreements and other similar matters, and further, this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and confirmed by others through appropriate title verification.

NOTE Lands shown hereon were not abstracted for right-of-way and/or easements of record. G:\1999\990039\SDCONSERVATIONESMT.DWG