

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

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

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

THIS JOINT DEED OF CONSERVATION EASEMENT ("Conservation Easement") is given this 11th day of January, 2022 by **ALEXIS M. BAKER, EDWARD BAKER, III, and EDWARD B. BAKER, III, as Personal Representative of the Estate of Stephanie L. Baker** ("Grantor") whose mailing address is 2127 Bancroft Pl NW, Washington DC 20008-4019 to the **Florida Department of Environmental Protection**, 3301 Gun Club Road, West Palm Beach, Florida 33406, and **Broward County**, a political subdivision of the state of Florida, 115 South Andrews Avenue, Room 409, Fort Lauderdale, Florida 33301 (collectively referred to as "Grantees"). As used herein, the term "Grantor" shall include any and all heirs, successors or assigns of Grantor, and all subsequent owners of the "Conservation Easement Area" (as hereinafter defined) and the term "Grantees" shall include any successor or assignee of Grantees.

WITNESSETH

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

WHEREAS, Florida Department of Environmental Protection Permit No. 0402363-003-EI ("Permit") and Broward County License No. DF19-1247 ("License") (collectively "Permit and License") and any modifications thereto issued by the Grantees authorize certain activities which could affect wetlands, surface waters, or other aquatic resources in or of the State of Florida; and

WHEREAS, Grantor, in consideration of the consent granted by the Permit and License or other good and valuable consideration provided to Grantor, is agreeable to granting and securing to the Grantees a perpetual Conservation Easement as defined in

Section 704.06, Florida Statutes (F.S.), over the area of the Property described on Exhibit "B" ("Conservation Easement Area"); and

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, Grantor has hereunto set its authorized hand this 11
day of January, 2022.

WITNESSES:

GRANTOR:


Print Name: SALLY PATTON


ALEXIS M. BAKER


Print Name: Emily Rosenberg

(SIGNATURE BLOCKS CONTINUED ON NEXT PAGE)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California Los Angeles
County of _____
On Jan. 11th, 2022 before me, Fahimeh Zomorodian, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Alexis Millman Baker
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Joint Deed of Conservation & Easement
Document Date: 1/11/2022 Number of Pages: 10
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

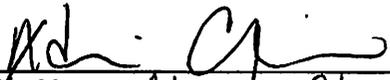
Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

WITNESSES:

GRANTOR:


Print Name: Jason Guierrez


EDWARD BAKER, III


Print Name: Adriane Chavarria

(SIGNATURE BLOCKS CONTINUED ON NEXT PAGE)

STATE OF Washington, D.C.

COUNTY OF Washington, D.C.

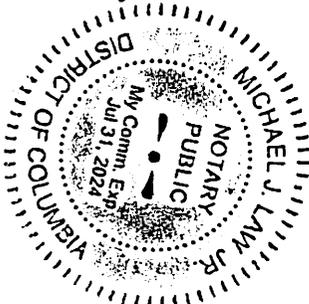
The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 11th day of January, 2022, by EDWARD BAKER, III, who is personally known to me or has produced a DC DL (state) driver's license as identification.

NOTARY PUBLIC, STATE OF Washington, D.C.

[Signature]
(Signature)

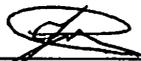
Michael Lee
(Name)

My Commission Expires: 7/31/2024



WITNESSES:

GRANTOR:


Print Name: Jason Gutierrez


EDWARD B. BAKER, III, as Personal
Representative of the Estate of Stephanie
L. Baker


Print Name: Adriane Charvaria

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STATE OF Washington, D.C.
COUNTY OF Washington, D.C.

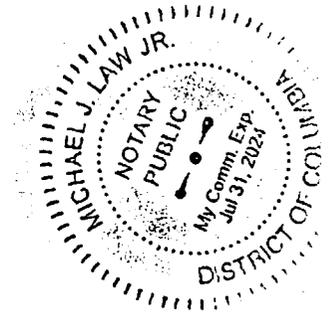
The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 11th day of January, 2021 by EDWARD B. BAKER, III, as Personal Representative of the Estate of Stephanie L. Baker, who is personally known to me or has produced a DC DL (state) driver's license as identification.

NOTARY PUBLIC, STATE OF Washington, D.C.

[Signature]
(Signature)

Michael J. Law Jr
(Name)

My Commission Expires: 7/31/2024



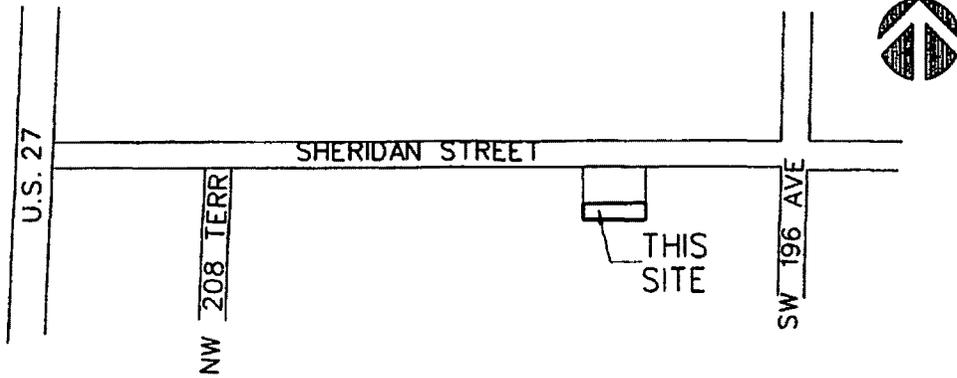


947 Clint Moore Road
Boca Raton, Florida 33487

SURVEYING & MAPPING
Certificate of Authorization No. LB7264

Tel: (561) 241-9988
Fax: (561) 241-5182

**EXHIBIT A
LOCATION MAP
TRACTS 5&6, SECTION 11-51-39
CONSERVATION EASEMENT**



Project Name:	SHERIDAN TR 5&6	DATE:	1/19/2021
JOB NO.	05193	DWG BY:	JSH
		CR'D BY:	GY
			SHEET 1 OF 1

EXHIBIT B

LEGAL DESCRIPTION AND SKETCH OF CONSERVATION EASEMENT AREA

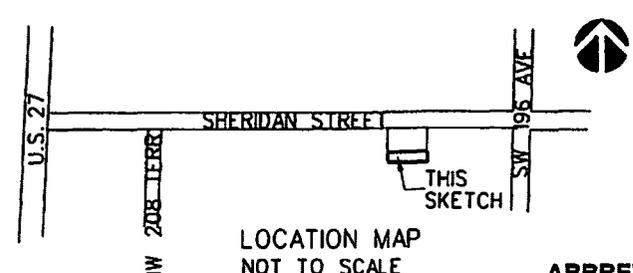
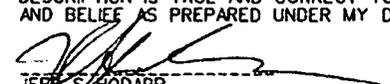
947 Clint Moore Road Boca Raton, Florida 33487	 <p style="font-size: small;">SURVEYING & MAPPING Certificate of Authorization No. LB7264</p>	Tel: (561) 241-8988 Fax: (561) 241-6182																																																												
<h3>SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY)</h3> <h4>TRACTS 5&6, SECTION 11-51-39 CONSERVATION EASEMENT</h4> <h4>LEGAL DESCRIPTION</h4> <p>THE SOUTH 151.00 FEET OF TRACTS 5 AND 6, IN SECTION 11, TOWNSHIP 51 SOUTH, RANGE 39 EAST, "EVERGLADES LAND COMPANY'S SUBDIVISION", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2 AT PAGE 1 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA.</p> <p>SAID LANDS SITUATE IN THE CITY OF PEMBROKE PINES, BROWARD COUNTY, FLORIDA AND CONTAIN 99,704 SQUARE FEET, MORE OR LESS.</p>																																																														
 <p style="text-align: center;">LOCATION MAP NOT TO SCALE</p>																																																														
<h4>NOTES</h4> <ol style="list-style-type: none"> 1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. 2. NO SEARCH OF THE PUBLIC RECORDS WAS MADE IN THE PREPARATION OF THIS SKETCH AND DESCRIPTION. 3. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN DATUM OF 1927 COORDINATE VALUES SHOWN ON THE "CRAVEN THOMPSON & ASSOCIATES, INC. RESURVEY OF THE EAST ONE-HALF (E 1/2) OF TOWNSHIP 51 SOUTH, RANGE 39 EAST, BROWARD COUNTY, FLORIDA" AS RECORDED IN MISC. PLAT BOOK 6, PAGE 20 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND AS TRANSFORMED TO THE NORTH AMERICAN DATUM OF 1983, WITH THE 1990 ADJUSTMENT, WITH THE NORTH LINE OF THE NORTHEAST ONE QUARTER OF SAID SECTION 11 HAVING A BEARING OF NORTH 89° 53' 44" EAST. 	<h4>ABBREVIATIONS</h4> <table style="font-size: x-small; border: none;"> <tr><td>B.C.R.</td><td>•</td><td>BROWARD COUNTY RECORDS</td></tr> <tr><td>D.C.R.</td><td>•</td><td>DADE COUNTY RECORDS</td></tr> <tr><td>L</td><td>•</td><td>ARCLength</td></tr> <tr><td>CONC.</td><td>•</td><td>CONCRETE</td></tr> <tr><td>COR.</td><td>•</td><td>CORNER</td></tr> <tr><td>D</td><td>•</td><td>DELTA (CENTRAL ANGLE)</td></tr> <tr><td>D.E.</td><td>•</td><td>DRAINAGE EASEMENT</td></tr> <tr><td>I.R.</td><td>•</td><td>IRON ROD</td></tr> <tr><td>I.R.C.</td><td>•</td><td>IRON ROD AND CAP</td></tr> <tr><td>L.B.</td><td>•</td><td>LICENSED BUSINESS</td></tr> <tr><td>L.S.</td><td>•</td><td>LICENSED SURVEYOR</td></tr> <tr><td>MON.</td><td>•</td><td>MONUMENT</td></tr> <tr><td>O.R.B.</td><td>•</td><td>OFFICIAL RECORDS BOOK</td></tr> <tr><td>P.O.B.</td><td>•</td><td>POINT OF BEGINNING</td></tr> <tr><td>P.O.C.</td><td>•</td><td>POINT OF COMMENCEMENT</td></tr> <tr><td>P.B.</td><td>•</td><td>PLAT BOOK</td></tr> <tr><td>PG.</td><td>•</td><td>PAGE</td></tr> <tr><td>P.S.M.</td><td>•</td><td>PROFESSIONAL SURVEYOR & MAPPER</td></tr> <tr><td>R/W</td><td>•</td><td>RIGHT-OF-WAY</td></tr> <tr><td>U.E.</td><td>•</td><td>UTILITY EASEMENT</td></tr> </table>		B.C.R.	•	BROWARD COUNTY RECORDS	D.C.R.	•	DADE COUNTY RECORDS	L	•	ARCLength	CONC.	•	CONCRETE	COR.	•	CORNER	D	•	DELTA (CENTRAL ANGLE)	D.E.	•	DRAINAGE EASEMENT	I.R.	•	IRON ROD	I.R.C.	•	IRON ROD AND CAP	L.B.	•	LICENSED BUSINESS	L.S.	•	LICENSED SURVEYOR	MON.	•	MONUMENT	O.R.B.	•	OFFICIAL RECORDS BOOK	P.O.B.	•	POINT OF BEGINNING	P.O.C.	•	POINT OF COMMENCEMENT	P.B.	•	PLAT BOOK	PG.	•	PAGE	P.S.M.	•	PROFESSIONAL SURVEYOR & MAPPER	R/W	•	RIGHT-OF-WAY	U.E.	•	UTILITY EASEMENT
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<h4>CERTIFICATION</h4> <p>I HEREBY CERTIFY THAT THE SKETCH AND DESCRIPTION SHOWN HEREON COMPLIES WITH STANDARDS OF PRACTICE AS CONTAINED IN CHAPTER 5J-17.051, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND THAT SAID SKETCH AND DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION.</p>																																																														
 <p>JERRY S. HODAPP SURVEYOR AND MAPPER FLORIDA LICENSE NO. LS5111</p>																																																														
Project Name: SHERIDAN TR 5&6	DATE: 11/12/2020																																																													
JOB NO. 05193	DESIGNED BY: JSH																																																													
CHECKED BY: CY	SHEET 1 OF 2																																																													

EXHIBIT C

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