

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 12th day of December, 2019 by Lennar Homes LLC ("Grantor") whose mailing address is 730 NW 107th Ave, Ste 300, Miami FL 33172 to the (choose South Florida Water Management District, 3301 Gun Club Road, West Palm Beach, Florida 33406, or Department of Environmental Protection, Southeast District, 3301 Gun Club Road, MSC 7210-1, West Palm Beach, FL 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 (Sierra Ranch); and

WHEREAS, South Florida Water Management District Permit No. 06-07569-P and Broward County License No. DF 15-1259 (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, Lennar Homes LLC has hereunto set its authorized hand this
12th day of December, 2019.

A Florida business entity or _____ (choose one)

By: _____
(Signature)

Name: Greg Mc Pherson
(Print)

Title: V.P.

Signed, sealed and delivered in our presence as witnesses:

By: _____
(Signature)

Name: Juan Santalla
(Print)

By: _____
(Signature)

Name: Angel Rodriguez
(Print)

STATE OF FLORIDA

COUNTY OF BROWARD

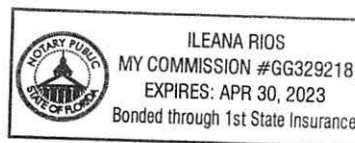
The foregoing instrument was acknowledged before me by means of physical presence
or online notarization this 17 day of January, 2020, by Greg McPherson
LLC, as the Vice President (title), of Lennar Homes
 a Florida business entity, or individually (choose one). He/She is
personally known to me or has produced a _____ (state)
driver's license as identification.

NOTARY PUBLIC, STATE OF FLORIDA

(Signature)

Ileana Rios
(Name)

My Commission Expires: 04/30/2023



MORTGAGEE JOINDER, CONSENT AND SUBORDINATION

For Ten Dollars (\$10.00) and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, AMZAK INTERNATIONAL INC., a Florida corporation ("Mortgagee"), the owner and holder of a Corrective Mortgage, Security Agreement, Assignment of Rents and Fixture Filing (Sierra Ranch) dated November 12, 2019, in the original principal amount of \$10,000,000.00, under Instrument No. 116169427 (the "Mortgage") given by LENNAR HOMES, LLC, a Florida limited liability company to Mortgagee, encumbering the real property described on Exhibit "B" attached hereto ("Conservation Easement Area"), hereby joins in, consents to and subordinates the lien of its Mortgage, as it has been, and as it may be, modified, amended and assigned from time to time, to the foregoing Conservation Easement, executed by LENNAR HOMES, LLC, a Florida limited liability company in favor of South Florida Water Management District and Broward County applicable to the Conservation Easement, as said Conservation Easement may be modified, amended, and assigned from time to time, with the intent that the Mortgage shall be subject and subordinate to the Conservation Easement.

IN WITNESS WHEREOF, this Mortgagee Joinder, Consent and Subordination is made this 20 day of January, 2020

By: _____
(Signature)

AMZAK INTERNATIONAL INC
(Mortgagee)

Name: David Schack

Title: President
(Print)

WITNESSES:

By: Larissa Kersch
(Signature)

By: [Signature]
(Signature)

Name: LARISSA RUTSCH
(Print)

Name: Teresa Peterson
(Print)

STATE OF FLORIDA

COUNTY OF BROWARD

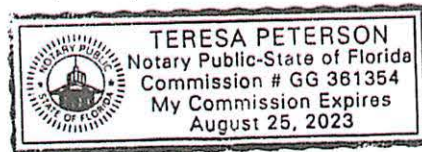
The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 20 day of January, 2020, by David Schack, as the President (title), of Amzak International (Grantor of Mortgage), on behalf of the (Mortgagee, Grantor of this Conservation Easement). He/She is personally known to me or has produced a _____ (state) driver's license as identification.

NOTARY PUBLIC, STATE OF FLORIDA

[Signature]
(Signature)

Teresa Peterson
(Name)

My Commission Expires: 8/25/2023



STATE OF FLORIDA

COUNTY OF BROWARD

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

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

NOTARY PUBLIC, STATE OF FLORIDA


(Signature)

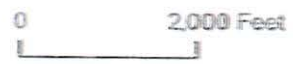
(Name)

My Commission Expires: _____



LEGEND

 - SITE (89.1+/- AC)



**SIERRA RANCH
LOCATION MAP**



EW CONSULTANTS, INC.
601 HERITAGE DRIVE, SUITE 124
JUPITER, FLORIDA 33458
561-623-5475 FAX 561-623-5481
WWW.EWCONSULTANTS.COM

APRIL 2015
FIGURE
1

SKETCH AND DESCRIPTION

A PORTION OF PARCEL "A", "SIERRA ESTATES", RECORDED
IN PLAT BOOK 173, PAGE 150, OF THE PUBLIC RECORDS
OF BROWARD COUNTY, FLORIDA.

LEGAL DESCRIPTION: (CONSERVATION EASEMENT)

A PORTION OF PARCEL "A", "SIERRA ESTATES", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 173, PAGE 152 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID PARCEL "A"; THENCE SOUTH 88°32'18" WEST, ALONG THE SOUTH LINE OF SAID PARCEL "A", A DISTANCE OF 26.65 FEET; THENCE NORTH 01°27'42" WEST A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88°32'18" WEST A DISTANCE OF 847.36 FEET TO A POINT OF CURVATURE OF A CURVE THAT IS CONCAVE TO THE EAST; THENCE WESTERLY, NORTHERLY AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 30.00 FEET, THROUGH A CENTRAL ANGLE OF 151°20'54", AN ARC DISTANCE OF 79.25 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE THAT IS CONCAVE TO THE WEST; THENCE NORTHEASTERLY, NORTHERLY AND NORTHWESTERLY ALONG THE ARC OF LAST SAID CURVE, HAVING A RADIUS OF 215.00 FEET, THROUGH A CENTRAL ANGLE OF 151°20'11", AN ARC DISTANCE OF 567.88 FEET TO A POINT OF TANGENCY; THENCE SOUTH 88°33'01" WEST, A DISTANCE OF 37.61 FEET TO A POINT OF CURVATURE OF A CURVE THAT IS CONCAVE TO THE NORTHEAST; THENCE NORTHWESTERLY ALONG THE ARC OF LAST SAID CURVE, HAVING A RADIUS OF 54.00 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 84.82 FEET TO A POINT OF TANGENCY; THENCE NORTH 01°26'59" WEST, A DISTANCE OF 372.49 FEET TO A POINT OF CURVATURE OF A CURVE THAT IS CONCAVE TO THE SOUTHEAST; THENCE NORTHEASTERLY ALONG THE ARC OF LAST SAID CURVE, HAVING A RADIUS OF 75.00 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 117.81 FEET TO A POINT OF TANGENCY; THENCE NORTH 88°33'01" EAST, A DISTANCE OF 291.83 FEET TO A POINT OF CURVATURE OF A CURVE THAT IS CONCAVE TO THE SOUTHWEST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 100.00 FEET, THROUGH A CENTRAL ANGLE OF 35°57'02", AN ARC DISTANCE OF 62.75 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE THAT IS CONCAVE TO THE NORTHWEST; THENCE EASTERLY, NORTHERLY AND NORTHWESTERLY ALONG THE ARC OF LAST SAID CURVE, HAVING A RADIUS OF 215.00 FEET, THROUGH A CENTRAL ANGLE OF 171°32'07", AN ARC DISTANCE OF 643.68 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE THAT IS CONCAVE TO THE EAST; THENCE NORTHWESTERLY, NORTHERLY AND NORTHEASTERLY ALONG THE ARC OF LAST SAID CURVE, HAVING A RADIUS OF 30.00 FEET, THROUGH A CENTRAL ANGLE OF 135°35'05", AN ARC DISTANCE OF 70.99 FEET TO A POINT OF TANGENCY; THENCE NORTH 88°33'01" EAST A DISTANCE OF 362.35 FEET TO A POINT OF CURVATURE OF A CURVE THAT IS CONCAVE TO THE SOUTHWEST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 17.50 FEET, THROUGH A CENTRAL ANGLE OF 91°17'44", AN ARC DISTANCE OF 27.88 FEET TO A POINT OF TANGENCY; THENCE SOUTH 00°09'15" EAST A DISTANCE OF 1,286.62 FEET TO A POINT OF CURVATURE OF A CURVE THAT IS CONCAVE TO THE NORTHWEST; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 17.50 FEET, THROUGH A CENTRAL ANGLE OF 88°41'33", AN ARC DISTANCE OF 27.09 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE TOWN OF DAVIE, BROWARD COUNTY, FLORIDA AND CONTAINING 1,039,581 SQUARE FEET OR 23.866 ACRES, MORE OR LESS.

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THIS "SKETCH AND DESCRIPTION" IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS SKETCH MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.051, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472-027, FLORIDA STATUTES.

DATE: 6-2-17

BY:


MICHAEL D. KLIMKIEWICZ
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION No. LS6611

SHEET 1 OF 2

PROJECT No.: 12274

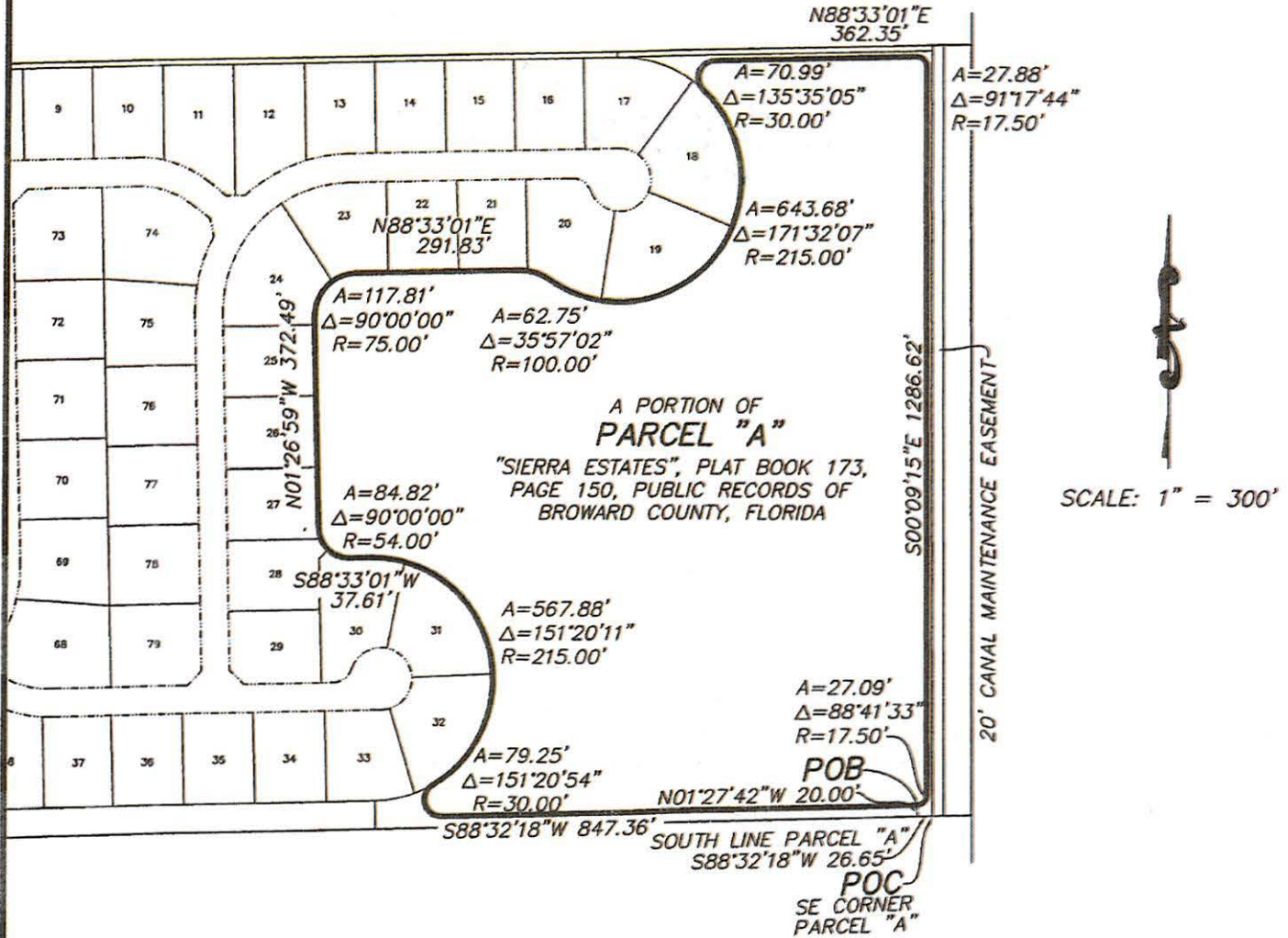
Radius 

PROFESSIONAL SURVEYOR & MAPPER, LLC
30 PINEHURST LANE
BOCA RATON, FL 33431
(561)244-5153 (561)961-4066
LICENSED BUSINESS No. LB7733

REVISION	DWN	DATE	FB/Pg.	CKD
SKETCH & DESCRIPTION	MM	7-24-15		MDK
REVISED SKETCH & DESCRIPTION	MM	8-10-15		MDK

SKETCH AND DESCRIPTION

A PORTION OF PARCEL "A", "SIERRA ESTATES", RECORDED IN PLAT BOOK 173, PAGE 150, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.



SURVEYOR'S NOTES:

1. NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR & MAPPER.
2. BEARINGS SHOWN HEREON ARE RELATIVE TO "SIERRA ESTATES", RECORDED IN PLAT BOOK 173, PAGE 150 OF THE PUBLIC RECORDS OF BROWARD COUNTY. BEARING REFERENCE LINE: SOUTH LINE PARCEL "A" - BEARING N88°32'18"E
3. THIS IS NOT A LAND SURVEY.

LEGEND:

- POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
R = RADIUS
A = ARC LENGTH
Δ = CENTRAL ANGLE

SHEET 2 OF 2

PROJECT No.: 12274

Radius

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