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)

#### 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, South Florida Water Management District F                | Permit No | 06-00240   | )-S          |
|---|-----------|------------|--------------|
| (or Florida Department of Environmental Protection Permit No.     | m/a       | _          | )            |
| ("Permit") and Broward County License No. DF20-1011               | ("Lic     | ense") (c  | collectively |
| "Permit and License") and any modifications thereto issued        | by the (  | Grantees   | authorize    |
| certain activities which could affect wetlands, surface waters, o | r other a | quatic res | sources 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.
- 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, _The City of Sunrise ("Grantor") has hereunto set its authorized hand this day of, 20_20.  |
|--|
| By: (Signature)  Government Agency (choose one)  |
| Name: Mark Lubelski (Print)  |
| Title: _City Manager   |
| Signed, sealed and delivered in our presence as witnesses:   |
| By: Signature)  (Signature)  (Signature)   |
| Name: Name: SEAN DINNEEN (Print)   |
| STATE OF FLORIDA COUNTY OF BROWARD   |
| The foregoing instrument was acknowledged before me by means of physical presence or online notarization this day of August, 20 Zo by Mack Aubelski as the City Margager (title), of City of Sorrise (title), of Physical presence or online notarization this day of August, 20 Zo by Mack Aubelski as the City Margager (title), of City of Sorrise (state) driver's license as identification.  NOTARY PUBLIC STATE OF FLORIDA  When the City Margager (title), of City of Sorrise (title), of City of Sorrise (state) driver's license as identification.  BERNITAD SHERROD Commission # GG 253679 Expires October 5, 2022 Bonded Thru Budget Notary Services (Name) |
| My Commission Expires: Detober 5, 2022   |

## 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,, the owner                                   |
|   | and holder of a mortgage dated, in the original principal amount of \$                     |
|   | , given by ("Grantor") to  |
|   | ("Mortgagee") encumbering the real property described on                                   |
|   | Exhibit "B" attached hereto ("Conservation Easement Area"), which is recorded in Official  |
|   | Records Book, together with that certain   |
|   | Assignment of Leases and Rents recorded in Official Records Book, at                       |
|   | Page, and those certain UCC-1 Financing Statement(s) recorded in                           |
|   | Official Records Book, at Page, all of the Public Records of                               |
|   | Broward County, Florida (said mortgage, assignment of leases and rents, and UCC-1          |
|   | Financing Statements, as modified, are hereinafter referred to as the "Mortgage"), 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, in favor of South                                      |
|   | Florida Water Management District and Broward County applicable to the Conservation        |
| 1 | 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 Fasement  |

|   | ortgagee Joinder, Consent and Subordination is                                   |
|---|--|
| made this day of                            | , 20   |
| By:   |  |
| By:(Signature)                              | (Mortgagee)  |
|   |  |
| Name:                                       |  |
| Title:                                      |  |
| Title: (Print)                              |  |
| WITNESSES:                                  |  |
| WITNESSES.                                  |  |
| By:   | By:  |
| By:(Signature)                              | (Signature)  |
| Nama  | Name   |
| Name:(Print)                                | Name: (Print)  |
| (1 m.y                                      | (1 1111)   |
|   |  |
| STATE OF FLORIDA                            |  |
| STATE OF FEORIDA                            |  |
| COUNTY OF BROWARD                           |  |
| The foregoing instrument was acknow         | rledged before me by means of _ physical presence                                |
| or online notarization this day of          | , 20, by   |
| , as the                                    | , 20, by<br>(title), of<br>chalf of the (Mortgagee, Grantor of this Conservation |
| (Grantor of Mortgage), on be                | to me or $\square$ has produced a  |
| (state) driver's license as identification. | to the or  |
|   |  |
| NOTARY PUBLIC, STATE OF FLORIDA             |  |
|   |  |
| (Signature)                                 | (Name)   |
| My Commission Expires:                      |  |
|   |  |
|   |  |

## 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:  |
|   |



4341 S.W. 62nd Avenue Davie, Florida 33314

Tel. (954) 585-0997 Fax (954) 585-3927

### EXHIBIT "B"

# LEGAL DESCRIPTION WETLAND MITIGATION EASEMENT

SUNRISE MUNICIPAL COMPLEX CITY OF SUNRISE, BROWARD COUNTY, FLORIDA

SECTION 19, TOWNSHIP 49 SOUTH, RANGE 41 EAST

#### LEGAL DESCRIPTION:

A WETLAND MITIGATION EASEMENT BEING A PORTION OF WELLEBY CIVIC CENTER, RECORDED IN PLAT BOOK 95, PAGE 29, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; A PORTION OF TRACT A, SUNRISE MUNICIPAL PLAT, RECORDED IN PLAT BOOK 152, PAGE 43 OF SAID PUBLIC RECORDS AND A PORTION OF THAT CERTAIN STRIP OF LAND BEING A PORTION OF THE SOUTH ONE—HALF (S.1/2) OF SECTION 19, TOWNSHIP 49 SOUTH, RANGE 41 EAST, LYING SOUTH OF THE SOUTH RIGHT—OF—WAY LINE OF WEST OAKLAND PARK BOULEVARD; NORTH OF THE NORTH LINE OF PARCEL A, "26 ACRES", RECORDED IN PLAT BOOK 120, PAGE 7 OF SAID PUBLIC RECORDS; EAST OF THE MOST WESTERLY EAST LINE OF SAID WELLEBY CIVIC CENTER AND WEST OF THE WEST LINE OF SAID TRACT A, SUNRISE MUNICIPAL PLAT, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTH ONE-HALF (S. 1/2) OF SECTION 19, TOWNSHIP 49 SOUTH, RANGE 41 EAST:

THENCE N.01'25'57'W., ALONG THE EAST LINE OF THE SAID SOUTH ONE—HALF (S. 1/2), A DISTANCE OF 100.00 FEET, TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST;

THENCE NORTHERLY AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 18"12'47" AND A RADIUS OF 1.000.00 FEET. FOR AN ARC DISTANCE OF 317.88 FEET, TO A POINT OF TANGENCY;

THENCE N.19"38"44"W., ALONG A LINE TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 508.14 FEET, TO A POINT OF INTERSECTION OF THE EASTERLY EXTENSION OF THE NORTH RIGHT—OF—WAY LINE OF JOSHLEE BOULEVARD, SAID NORTH RIGHT—OF—WAY LINE BEING COINCIDENT WITH THE SOUTH LINE OF SAID PARCEL A, "26 ACRES";

THENCE S.70°21'16"W., ALONG SAID EASTERLY EXTENSION AND SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 168.53 FEET, TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE NORTHWEST;

THENCE SOUTHWESTERLY AND WESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 18"54"11" AND A RADIUS OF 260.00 FEET. FOR AN ARC DISTANCE OF 85.78 FEET, TO A POINT OF TANGENCY;

THENCE S.89"15'27"W., ALONG A LINE TANGENT TO THE LAST DESCRIBED CURVE, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 1814.86 FEET, TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE NORTHEAST;

THENCE WESTERLY AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 9'39'35" AND A RADIUS OF 760.00 FEET, FOR AN ARC DISTANCE OF 128.13 FEET, TO THE SOUTHWEST CORNER OF SAID PARCEL A, "26 ACRES";

THENCE N.00'44'02'W., ALONG THE WEST LINE OF SAID PARCEL A, A DISTANCE OF 467.68 FEET, TO A POINT ON THE MOST SOUTHERLY SOUTH LINE OF SAID WELLEBY CIVIC CENTER;

THENCE N.80°50'09'E., ALONG SAID MOST SOUTHERLY SOUTH LINE, A DISTANCE OF 87.50 FEET, TO THE MOST SOUTHERLY SOUTHEAST CORNER OF SAID WELLEBY CIVIC CENTER;

THENCE N.00°44'02'W., ALONG THE MOST WESTERLY EAST LINE OF SAID WELLEBY CIVIC CENTER, A DISTANCE OF 398.11 FEET, TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED OF SAID WETLAND MITIGATION EASEMENT;

THENCE N.47°03'15"E., A DISTANCE OF 28.06 FEET, TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST;

NOTE: SEE SHEET 2 OF 5 FOR A CONTINUATION OF THE LEGAL DESCRIPTION SHOWN HEREON.

| CERTIFICATE: 1741S IS TO CERTIFY THAT THE SKETCH AND LEGAL DESCRIPTION SHOWN HEREON IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS SKETCH AND LEGAL DESCRIPTION WAS PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE FOR SURVEYING ESTABLISHED BY THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODES, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.  REVISIONS DATE BY DATE OF SIGNATURE: 5/26/20 |  |            |                    |               | SEAL<br>NOT VALID UNL |            |                     |                          |   |    |
|--|--|------------|--------------------|---------------|-----------------------|------------|---------------------|--------------------------|---|----|
|  |  |            |                    |               | ONER                  |            |                     | SEALED HERE Y AN EMBOSSE |   | 56 |
| , , , , , , , , , , , , , , , , , , ,  |  |            | PROFESSIONAL SURVE | YOR AND MAPPE | R NO. 4039 - S        |            | - Lauramente esu la |                          |   |    |
| ASSOCIATES, INC. AND SHALL NOT BE REPRODUCED IN WHOLE OR   |  |            | DATE OF SKETCH:    | DRAWN BY      | CHECKED BY            | FIELD BOOK |                     |                          | 흕 |    |
| IN PART WITHOUT PERMISSION OF STONER & ASSOCIATES, INC.<br>COPYRIGHT @ 2018  |  | 05/26/2020 | JDS                | LSG           | N/A                   | SHEET 1 OF | 4                   | 8-                       |   |    |



4341 S.W. 62nd Avenue Davie, Florida 33314

and Mapping Business No. 6633

Tel. (954) 585-0997 Fax (954) 585-3927

### EXHIBIT "B"

## **LEGAL DESCRIPTION** WETLAND MITIGATION EASEMENT

SUNRISE MUNICIPAL COMPLEX CITY OF SUNRISE, BROWARD COUNTY, FLORIDA

SECTION 19, TOWNSHIP 49 SOUTH, RANGE 41 EAST

LEGAL DESCRIPTION: (CONTINUED)

THENCE NORTHEASTERLY, NORTHERLY, NORTHWESTERLY AND WESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT. HAVING A CENTRAL ANGLE OF 141°07'40" AND A RADIUS OF 72.80 FEET, FOR AN ARC DISTANCE OF 179.32 FEET, TO A POINT OF TANGENCY:

THENCE S.85'55'36"W.. ALONG A LINE TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 93.77 FEET;

THENCE S.63'36'34"W., A DISTANCE OF 16.85 FEET;

THENCE S.40°46'40"W., A DISTANCE OF 14.00 FEET;

THENCE S.49"9'20"E., A DISTANCE OF 3.68 FEET;

THENCE N.85°25'49"E., A DISTANCE OF 11.97 FEET;

THENCE S.47'00'59"E., A DISTANCE OF 5.59 FEET:

THENCE S.3474'53"E., A DISTANCE OF 153.68 FEET, TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE NORTH:

THENCE SOUTHEASTERLY, EASTERLY AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT. HAVING A CENTRAL ANGLE OF 98°41'51" AND A RADIUS OF 20.00 FEET, FOR AN ARC DISTANCE OF 34.45 FEET, TO A POINT OF TANGENCY:

THENCE N.47°03'15"E., ALONG A LINE TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 22.61 FEET, TO THE POINT OF BEGINNING.

SAID EASEMENT SITUATE AND BEING WITHIN THE CITY OF SUNRISE, BROWARD COUNTY, FLORIDA, CONTAINING 0.45 ACRES (19.609 SQUARE FEET), MORE OR LESS.

#### **NOTES:**

- 1. THE PROPERTY SHOWN HEREON WAS NOT ABSTRACTED FOR OWNERSHIP, RIGHTS-OF-WAY, EASEMENTS OR OTHER MATTERS OF RECORD.
- 2. THIS SKETCH AND DESCRIPTION IS "NOT VALID" WITHOUT THE SIGNATURE AND ORIGINAL SEAL OF FLORIDA LICENSED SURVEYOR AN MAPPER.
- 3. THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY. (THIS IS NOT A SURVEY).
- 4. THE BEARINGS SHOWN HEREON ARE BASED ON N.01"25"57"W. ALONG THE EAST LINE OF THE SOUTH ONE-HALF (S. 1/2) OF SECTION 19, TOWNSHIP 49 SOUTH, RANGE 41 EAST, BROWARD COUNTY, FLORIDA, AS SHOWN IN STONER / KEITH RESURVEY OF A PORTION OF TOWNSHIP 47 SOUTH, RANGE 41 EAST, ALL OF THE TOWNSHIP 48 SOUTH, RANGE 41 EAST, & ALL OF TOWNSHIP 49 SOUTH, RANGE 41 EAST, RECORDED IN MISCELLANEOUS PLAT BOOK 3, PAGE 44, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. SAID BEARING IS RELATIVE TO THE FLORIDA STATE PLANE COORDINATES SYSTEM, EAST ZONE.
- 5. SEE SHEETS 4, 5 AND 6 OF 6 FOR A GRAPHIC DEPICTION (SKETCH) OF THE FLORIDA POWER & LIGHT COMPANY EASEMENT DESCRIBED HEREON.



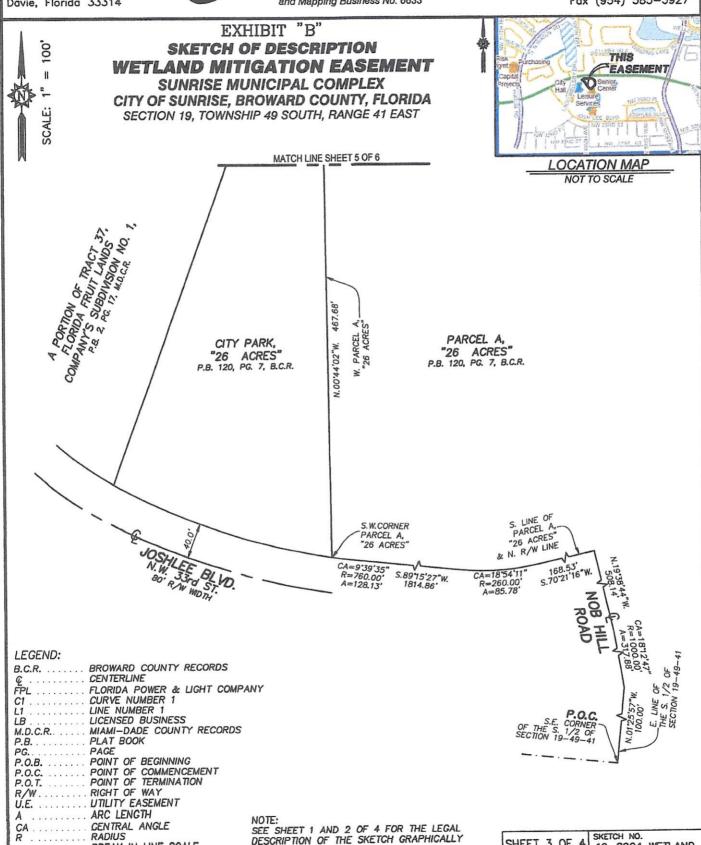
4341 S.W. 62nd Avenue Davie, Florida 33314

..... RADIUS

..... BREAK IN LINE SCALE

and Mapping Business No. 6633

Tel. (954) 585-0997 Fax (954) 585-3927



SHOWN HEREON.

SKETCH NO.

19-8904 WETLAND

SHEET 3 OF 4

## STONER & ASSOCIATES, INC. SURVEYORS - MAPPERS Florida Licensed Surveying

4341 S.W. 62nd Avenue Davie, Florida 33314

and Mapping Business No. 6633

Tel. (954) 585-0997 Fax (954) 585-3927



## EXHIBIT "B" **SKETCH OF DESCRIPTION** WETLAND MITIGATION EASEMENT SUNRISE MUNICIPAL COMPLEX

CITY OF SUNRISE, BROWARD COUNTY, FLORIDA SECTION 19, TOWNSHIP 49 SOUTH, RANGE 41 EAST W. OAKLAND PARK BOULEVARD. 200' R/W WIDTH LINE TABLE S. R/W LINE OAKLAND PARK BLVD. & N. LINE OF WELLEBY CIVIC CENTER BEARING DISTAN N.00°44'02"W. 398.11 **IDISTANCE** L1 N.00'44'02"W. 398.11 L2 N.47'03'15"E. 28.06' L3 S.85'55'36"W. 93.77' L4 S.63'36'34"W. 16.85' L5 S.40'46'40"W. 14.00' L6 S.49'19'20"E. 3.68' L7 N.85'25'49"E. 11.97' L8 S.47'00'59"E. 5.59' L9 S.34'14'53"E. 153.68' L10 N.47'03'15"E. 22.61' 10' FPL EASEMENT T1.3 . THE S. 1/2 19-49-41 WETLAND MITIGATION **AREA** PORTION OF OF SECTION 1 0.45 ACRES (19,609 SQ. FT.) TRACT A, SUNRISE MUNICIPAL WELLEBY CIVIC CENTER PLAT ⋖ P.B. 95, PG. 29, B.C.R. P.B. 152, PG. 43, B.C.R. P.O.B. **CURVE TABLE** CURVE DELTA ANGLE RADIUS ARC C1 | 141°07'40 | 72.80' | 179 W. LINE OF TRACT A., SUNRISE MUNICIPAL PLAT, P.B. 152, PG. 43, B.C.R. 98'41'51 <u>C2</u> WESTERLY E WELLEBY-IC CENTER I FGEND: B.C.R. ..... BROWARD COUNTY RECORDS CENTERLINE MOST WE FLORIDA POWER & LIGHT COMPANY C1 . . . . . CURVE NUMBER 1 MOST SOUTHERLY LINE NUMBER 1 SOUTH LINE WELLEBY CIVIC CENTER LICENSED BUSINESS ĹB MIAMI-DADE COUNTY RECORDS M.D.C.R.. . . . . . PLAT BOOK P.B. . . . . . . . . . . . PG. . . . . . . . . PAGE POINT OF BEGINNING
POINT OF COMMENCEMENT
POINT OF TERMINATION
RIGHT OF WAY
UTILITY EASEMENT N.80'50'09"E. P.O.C. . . . . . . . . N. LINE OF PARCEL A. P.O.T. . . . . . . . . 87.50 MOST SOUTHERLY S.E. CORNER OF '26 ACRES" WELLEBY CIVIC NOTE: ARC LENGTH SEE SHEET 1 AND 2 OF 4 FOR THE LEGAL DESCRIPTION CA . . . . . CENTRAL ANGLE CENTER 467. OF THE SKETCH GRAPHICALLY SHOWN HEREON. R ..... RADIUS ..... BREAK IN LINE SCALE SKETCH NO. SHEET 4 OF 4 19-8904 WETLAND MATCH LINE SHEET 5 OF 6