

\$ 0.70
DOCU. STAMPS-DEED

RECVD. BROWARD CNTY
B. JACK OSTERHOLT
COUNTY ADMIN.

Return to: (enclose self-addressed stamped envelope)

Name:

Robert B. Lochrie, III, Esq.

Address:

P.O. Box 1900
Fort Lauderdale, Florida 33302

This Instrument Prepared by:

Ruden, Barnett, McClosky, Smith
Schuster & Russell, P.A.
200 East Broward Boulevard
15th Floor
Fort Lauderdale, Florida 33301

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR PROCESSING DATA

DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT ("Conservation Easement") is given this 26 day of September, 1996, by THE CITY OF COCONUT CREEK, a Florida municipal corporation ("Grantor") whose address is 4800 West Copans Road, Coconut Creek, FL 33063 to the South Florida Water Managment District whose address is 3301 Gun Club Road, West Palm Beach, FL 33416-4680 and Broward County, a political subdivision of the State of Florida, its successors and assigns, whose post office is 115 South Andrews Avenue, Suite 423, Fort Lauderdale, Florida 33301 (collectively reffered to as "Grantee"). As used herein, the term "Grantor" shall include any heir, personal representative, successor, successor-in-interest or assignee of the Grantor, and the term "Grantee" shall include any heir, personal representative, successor, successor-in-interest or assignee of Grantee.

WITNESSETH

WHEREAS, the Grantor is the owner of certain lands situated in Broward County, Florida, and more specifically described in Exhibit A attached hereto and made a part hereof ("Property"); and

WHEREAS, Smigiel Partners, II, Ltd. ("Developer") desires to construct Wiles/Butler ("Project") at a site in Broward County, which Project will impact wetlands under the regulatory jurisdiction of the South Florida Water Management District

Approved BCC 2-11-97-#28

Submitted By Biological Resources

→ RETURN TO DOCUMENT CONTROL

EX26026P60945

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("District") and the Broward County Department of Natural Resource Protection ("DNRP"); and

WHEREAS, DNRP License No. DF96-1011 ("DNRP License") and District Surface Water Management Permit No. 06-00732-S-04 ("District Permit") authorize such impacts to wetlands on the Project site; and

WHEREAS, the DNRP ordinance and District Permit require that all mitigated areas shall be protected in perpetuity by a conservation easement in conformity with the requirements of Section 704.06, Florida Statutes (1995); and

WHEREAS, the Developer and Grantor have developed and proposed as part of the DNRP License and District Permit conditions a conservation tract involving enhancement and preservation of the wetland systems on the Property; and

WHEREAS, the Grantor is agreeable to granting and securing to the Grantee a perpetual Conservation Easement as defined in Section 704.06, Florida Statutes (1995), over the Property.

NOW, THEREFORE, in consideration of the DNRP License and the issuance of the District Permit to the Developer to construct and operate the Project, together with other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, Grantor hereby grants, creates and establishes a perpetual Conservation Easement for the Grantee upon the Property which shall run with the land and be binding upon the Grantor, its heirs, successors and assigns ("hereinafter Grantor"), 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 or water areas in their natural, 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 subject lands (with the exception of included wetlands which are to be enhanced or created as specified in the aforementioned license) will be retained and maintained forever predominantly in the natural vegetative and

hydrologic condition existing at the time of execution of this Conservation Easement. The included wetlands which are to be enhanced or created shall be maintained forever in the enhanced or created conditions required by the license. In the event that the Property is damaged as a result of a hurricane, tornado, lightning, or sink hole, grantee's obligation hereunder shall be to restore the Property to the extent necessary in order to provide wetlands mitigation as contemplated by the License conditions and in accordance with a restoration plan developed by Grantee.

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

- (a) To enter upon the Property in a reasonable manner and at reasonable times to ensure compliance and to enforce the terms of this conservation easement and rights herein granted.
- (b) To enjoin any activity on or use of the Property that is inconsistent with this Conservation Easement and to enforce the restoration of such areas or features of the Property 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 and hydrologic condition existing at the time of execution of this Conservation Easement or to the vegetative and hydrologic condition required by the aforementioned license, whichever enhancement is the most environmentally desirable. These remedies are in addition to any other remedy, fine or penalty which may be applicable under Chapter 27, Broward County Code of Ordinances.

3. Except for the restoration, creation, enhancement, maintenance, and monitoring activities and other activities and improvements related to the property and permitted or required by the DNR License and District Permit, and the maintenance and monitoring of the same required by the DNR License and District Permit, the following activities shall be prohibited in or on the property, 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 exotic vegetation as approved by DNR and the District;
- (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 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 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 property having historical, archeological or cultural significance.

4. Grantor reserves all rights as owner of the Property, including the right to engage in uses of the Property that are not prohibited herein.

5. No right of access by the general public to any portion of the Property is conveyed by this Conservation Easement.

6. Grantee shall not be responsible for any costs or liabilities related to the operation, upkeep and maintenance of the property in the natural vegetative and hydrologic condition, existing at the time of the execution of this Conservation Easement, including the maintenance of enhanced or created wetlands

in the vegetative and hydrologic condition required by the aforementioned license, and Grantor does hereby indemnify and hold harmless the Grantee from the same.

7. Grantor shall pay any and all real property taxes and assessments levied by competent authority on the Property.

8. The terms and conditions of this Conservation Easement may be enforced by the Grantee by injunctive relief and other appropriate available remedies. Any costs including but not limited to reasonable attorney's fees and administrative, trial and appellate court costs which are incurred in enforcing, judicially or otherwise, the terms and restrictions of this Conservation Easement, shall be borne by and recoverable against the non-prevailing party in such proceedings. In any action in which the Grantee prevails, the Grantee shall be entitled to recover the cost of restoring the land to the natural vegetative and hydrologic condition existing at the time of execution of this 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 Chapter 27 of the Broward County Code of Ordinances.

9. Enforcement of the terms and provisions of the 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 waive of Grantee's rights hereunder.

10. 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.

11. Grantor's obligation to retain and maintain the land forever predominantly in the vegetative and hydrologic condition as herein specified shall run with the land and shall be binding upon

the Grantor and its successors and assigns and shall inure to the benefit of the Grantee, and its successors and assigns.

12. 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.

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 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. Any future holder of the Grantor's interest in the Property shall be notified in writing by Grantor of this Conservation Easement.

15. 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 in 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, but also its agents, heirs, successors and assigns, and shall continue as a servitude running in perpetuity with the Property. This 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 property in fee simple; that Grantor has good right and lawful authority to convey this Conservation Easement; and that it hereby fully warrants and defends the title

to the Conservation Easement hereby conveyed against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the City of Coconut Creek has hereunto set its authorized hand this 26 day of September, 1996.

CITY OF COCONUT CREEK:

CITY OF COCONUT CREEK, a Florida municipal corporation, through its BOARD OF CITY COMMISSIONERS

By: Barbara Price
Barbara Price, CMC,
City Clerk

By: Margie DeLeo Schender, Mayor

CORPORATE SEAL

APPROVED AS TO FORM:

for By: Paul S. Stuart
Paul S. Stuart,
City Attorney

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Margie DeLeo Schender who is personally known to me or who has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 9th day of October, 1996.

Sandra A. Mihm
Notary Public

SANDRA A. MIHM

Typed, printed or stamped name of
Notary Public

My Commission Expires:



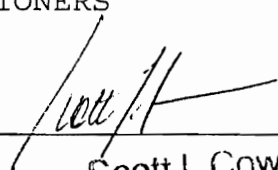
ACCEPTANCE BY BROWARD COUNTY

The Broward County Board of County Commissioners hereby accepts this Conservation Easement.

ATTEST:

BROWARD COUNTY, a political subdivision of the State of Florida, through its BOARD OF COUNTY COMMISSIONERS

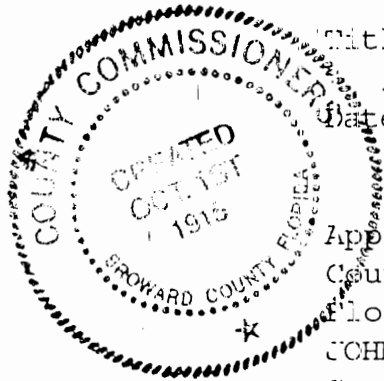


By: 

Name: Scott I Cowan

Title: CHAIR

Date: 2-11-97



Approved as to form by Office of County Attorney, Broward County, Florida

JOHN J. COPELAN, JR., County Attorney
Governmental Center; Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (305) 357-7600
Telecopier: (305) 357-7641

By: MELISSA P. ANDERSON

Name: 

Title: Asst County Attorney

Date: 1/2/97

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Legal Form Approved: _____

Print Name: _____

Date: _____

1-8-96

3K26026PG0953

DESCRIPTION:

EXHIBIT "A"

Exhibit 3

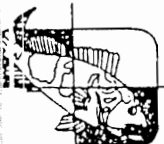
Page 10 of 19

BEING A PORTION OF TRACT "P" (NATURAL PRESERVE AREA), ACCORDING TO THE PLAT OF WINSTON PARK SECTION ONE-A, AS SAID PLAT IS RECORDED IN PLAT BOOK 131, PAGE 24 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF TRACT 85, BLOCK 86, OF THE PALM BEACH FARMS CO. PLAT NO.3, AS SAID PLAT IS RECORDED IN PLAT BOOK 2, PAGES 45 THROUGH 54 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID POINT OF BEGINNING ALSO BEING THE NORTHEAST CORNER OF TRACT "J", OF WILES/BUTLER PLAT TWO, AS SAID PLAT IS RECORDED IN PLAT BOOK 160, PAGE 19 OF SAID PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE NORTH 26°08'58" EAST, A DISTANCE OF 13.42 FEET; THENCE NORTH 84°36'53" EAST, A DISTANCE OF 23.09 FEET; THENCE SOUTH 85°10'07" EAST, A DISTANCE OF 98.41 FEET; THENCE NORTH 83°14'39" EAST, A DISTANCE OF 45.28 FEET; THENCE SOUTH 76°22'46" EAST, A DISTANCE OF 24.74 FEET; THENCE SOUTH 32°05'28" EAST, A DISTANCE OF 55.23 FEET; THENCE SOUTH 21°11'16" EAST, A DISTANCE OF 93.05 FEET; THENCE SOUTH 03°58'59" WEST, A DISTANCE OF 13.04 FEET; THENCE SOUTH 52°10'44" WEST, A DISTANCE OF 21.40 FEET; THENCE NORTH 75°47'41" WEST, A DISTANCE OF 23.77 FEET; THENCE NORTH 41°13'51" WEST, A DISTANCE OF 29.07 FEET; THENCE NORTH 73°18'46" WEST, A DISTANCE OF 40.80 FEET; THENCE NORTH 83°17'26" WEST, A DISTANCE OF 24.19 FEET; THENCE SOUTH 29°45'28" WEST, A DISTANCE OF 49.74 FEET; THENCE SOUTH 73°38'20" WEST, A DISTANCE OF 14.56 FEET; THENCE NORTH 86°01'01" WEST, A DISTANCE OF 13.04 FEET; THENCE NORTH 36°15'12" WEST, A DISTANCE OF 22.20 FEET; THENCE NORTH 18°03'57" WEST, A DISTANCE OF 69.26 FEET; THENCE NORTH 63°51'02" WEST, A DISTANCE OF 17.89 FEET; THENCE NORTH 84°04'32" WEST, A DISTANCE OF 27.17 FEET; THENCE NORTH 37°17'08" WEST, A DISTANCE OF 10.00 FEET, TO A POINT ON THE WESTERLY LINE OF THE PREVIOUSLY DESCRIBED TRACT "P", SAID WESTERLY LINE ALSO BEING THE EASTERLY LINE OF THE PREVIOUSLY DESCRIBED TRACT "J"; THENCE NORTH 00°24'54" WEST, ALONG SAID WESTERLY LINE OF TRACT "P" AND ALONG SAID EASTERLY LINE OF TRACT "J", A DISTANCE OF 56.00 FEET, TO THE POINT OF BEGINNING.

CONTAINING 29,826 SQUARE FEET OR 0.635 ACRES MORE OR LESS.

SAID LANDS SITUATE IN THE CITY OF COCONUT CREEK, BROWARD COUNTY, FLORIDA.



W.L.FISH & COMPANY

SURVEYORS & PLANNERS

106 S. NARCISSUS AVE., SUITE 412
WEST PALM BEACH, FLORIDA 33401
(407)833-5001 FAX: (407)859-6745

DESCRIPTION SKETCH FOR:

MITIGATION AREA "B" - TRACT "P",
(NATURAL PRESERVE AREA), WINSTON
PARK SECTION ONE-A

DRAWN: LA TOUR

DATE: 3/26/96

SHEET

CHECKED: W.L. FISH

JOB# 96-008DS-B

NO. 1 OF 3


NOTES:

- 1) THIS INSTRUMENT NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL ALONG WITH SURVEYOR'S SIGNATURE.
- 2) BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF TRACT "J", WILES/BUTLER PLAT TWO, AS SHOWN HEREON, HAVING A BEARING OF NORTH 00°24'54" WEST.
- 3) THIS SKETCH AND LEGAL DESCRIPTION DOES NOT REPRESENT A BOUNDARY SURVEY.

CERTIFICATION:

I HEREBY CERTIFY THAT THE DESCRIPTION SKETCH SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS FOR SURVEYING IN THE STATE OF FLORIDA, APPLICABLE TO LEGAL DESCRIPTIONS, AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61G17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

W.L. FISH & COMPANY, INC.


BY: WAYNE LARRY FISH
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA STATE REG. NO 3238

LEGEND:

P.B. — DENOTES PLAT BOOK
PG. — DENOTES PAGE
R/W — DENOTES RIGHT-OF-WAY
B.C.R. — DENOTES BROWARD COUNTY PUBLIC RECORDS
P.B.C.R. — DENOTES PALM BEACH COUNTY PUBLIC RECORDS



W.L.FISH & COMPANY!
SURVEYORS & PLANNERS

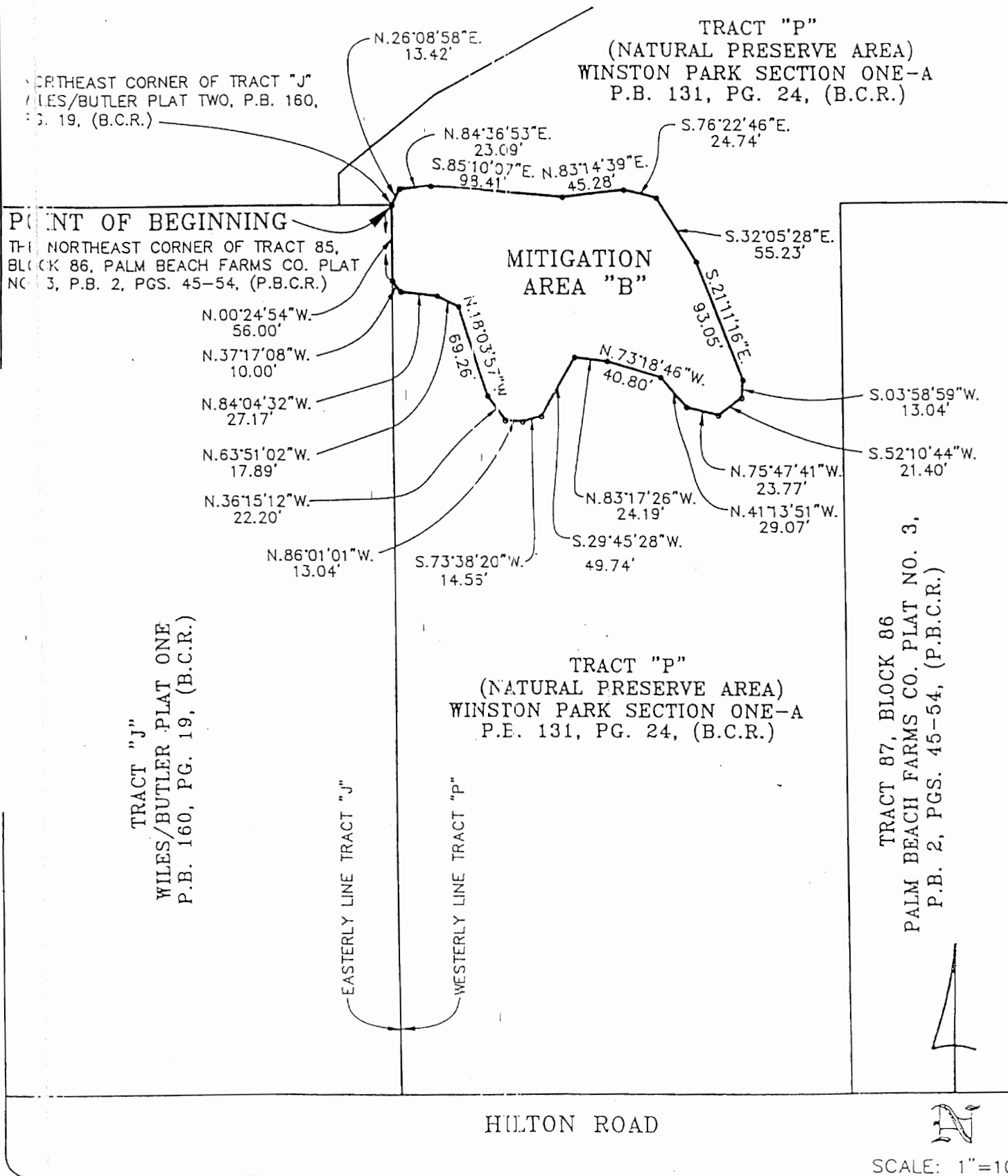
105 S. NARCISSUS AVE., SUITE 412
WEST PALM BEACH, FLORIDA 33401
(407)833-5001 FAX: (407)859-6745

DESCRIPTION SKETCH FOR:

MITIGATION AREA "B" — TRACT "P",
(NATURAL PRESERVE AREA), WINSTON
PARK SECTION ONE-A

DRAWN: LA TOUR	DATE: 3/26/96	SHEET
CHECKED: W.L. FISH	JOB# 96-008DS-B	NO. 2 OF 3

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W.L.FISH & COMPANY!
SURVEYORS & PLANNERS

105 S. MARCISSUS AVE., SUITE 412
WEST PALM BEACH, FLORIDA 33401
(407)833-5001 FAX: (407)859-8745

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PARK SECTION ONE-A

DRAWN: LA TOUR DATE: 3/26/96

CHECKED: W.L. FISH

JOB# 96-008DS-E

SHEET

NO. 3 OF 3

DESCRIPTION:

BEING A PORTION OF TRACT "P" (NATURAL PRESERVE AREA), ACCORDING TO THE PLAT OF WINSTON PARK SECTION ONE-A, AS SAID PLAT IS RECORDED IN PLAT BOOK 131, PAGE 24 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF TRACT 87, BLOCK 86, OF THE PALM BEACH FARMS CO. PLAT NO.3, AS SAID PLAT IS RECORDED IN PLAT BOOK 2, PAGES 45 THROUGH 54 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID POINT OF COMMENCEMENT ALSO BEING A POINT ON THE EASTERLY LINE OF SAID TRACT "P"; THENCE NORTH 89°37'06" EAST, ALONG THE NORTH LINE OF SAID TRACT 87 AND ALONG SAID EASTERLY LINE OF TRACT "P", A DISTANCE OF 18.00 FEET, TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL:

THENCE NORTH 00°24'55" WEST, A DISTANCE OF 15.01 FEET; THENCE NORTH 83°52'27" EAST, A DISTANCE OF 20.10 FEET; THENCE NORTH 44°35'05" EAST, A DISTANCE OF 12.73 FEET; THENCE NORTH 28°38'21" EAST, A DISTANCE OF 20.59 FEET; THENCE NORTH 78°16'29" EAST, A DISTANCE OF 10.20 FEET; THENCE SOUTH 40°13'15" EAST, A DISTANCE OF 23.43 FEET; THENCE SOUTH 84°24'23" EAST, A DISTANCE OF 38.21 FEET; THENCE NORTH 68°32'50" EAST, A DISTANCE OF 27.86 FEET; THENCE NORTH 03°40'13" EAST, A DISTANCE OF 28.07 FEET; THENCE NORTH 19°55'04" WEST, A DISTANCE OF 50.92 FEET; THENCE NORTH 38°38'57" WEST, A DISTANCE OF 42.01 FEET; THENCE NORTH 53°24'17" WEST, A DISTANCE OF 81.40 FEET; THENCE NORTH 29°28'12" WEST, A DISTANCE OF 41.18 FEET; THENCE NORTH 13°04'49" EAST, A DISTANCE OF 25.71 FEET; THENCE NORTH 50°55'29" EAST, A DISTANCE OF 25.61 FEET; THENCE NORTH 00°24'55" WEST, A DISTANCE OF 10.00 FEET; THENCE NORTH 43°46'44" WEST, A DISTANCE OF 24.76 FEET; THENCE NORTH 19°23'09" WEST, A DISTANCE OF 33.84 FEET; THENCE NORTH 58°37'15" EAST, A DISTANCE OF 17.49 FEET; THENCE SOUTH 66°42'46" EAST, A DISTANCE OF 44.78 FEET; THENCE NORTH 58°37'15" EAST, A DISTANCE OF 17.49 FEET; THENCE NORTH 40°15'08" EAST, A DISTANCE OF 93.61 FEET; THENCE NORTH 89°35'05" EAST, A DISTANCE OF 12.00 FEET; THENCE SOUTH 54°15'26" EAST, A DISTANCE OF 32.20 FEET; THENCE NORTH 70°36'51" EAST, A DISTANCE OF 33.84 FEET; THENCE NORTH 89°35'05" EAST, A DISTANCE OF 32.00 FEET; THENCE NORTH 68°32'50" EAST, A DISTANCE OF 27.86 FEET; THENCE NORTH 51°17'40" EAST, A DISTANCE OF 48.41 FEET; THENCE NORTH 24°36'06" EAST, A DISTANCE OF 16.55 FEET; THENCE NORTH 55°22'08" EAST, A DISTANCE OF 30.23 FEET; THENCE NORTH 25°31'37" EAST, A DISTANCE OF 41.15 FEET; THENCE NORTH 09°02'49" EAST, A DISTANCE OF 36.50 FEET; THENCE NORTH 27°40'14" WEST, A DISTANCE OF 74.24 FEET; THENCE NORTH 41°30'53" WEST, A DISTANCE OF 62.37 FEET; THENCE NORTH 02°35'51" EAST, A DISTANCE OF 19.03 FEET; THENCE NORTH 54°02'49" EAST, A DISTANCE OF 17.20 FEET; THENCE SOUTH 88°02'57" EAST, A DISTANCE OF 121.10 FEET; THENCE SOUTH 67°56'27" EAST, A DISTANCE OF 18.71 FEET, TO A POINT ON THE EASTERLY LINE OF SAID TRACT "P", SAID EASTERLY



W.L.FISH & COMPANY!

SURVEYORS & PLANNERS

105 S. NARCISSUS AVE., SUITE 412
WEST PALM BEACH, FLORIDA 33401
(407)833-5001 FAX: (407)659-8745

DESCRIPTION SKETCH FOR:

MITIGATION AREA "D" - TRACT "P",
(NATURAL PRESERVE AREA), WINSTON
PARK SECTION ONE-A

DRAWN: LA TOUR	DATE: 3/26/96	SHEET
CHECKED: W.L. FISH	JOB# 96-008DS-D	NO. 1 OF 3

LINE ALSO BEING THE WESTERLY LINE OF BLOCK 6 OF SAID PLAT OF WINSTON PARK SECTION ONE-A; THENCE SOUTH 02°11'43" EAST, ALONG SAID EASTERLY LINE OF TRACT "P" AND ALONG SAID WESTERLY LINE OF BLOCK 6, A DISTANCE OF 223.00 FEET; THENCE SOUTH 23°40'16" WEST, ALONG SAID EASTERLY LINE OF TRACT "P" AND ALONG SAID WESTERLY LINE OF BLOCK 6, A DISTANCE OF 281.00 FEET; THENCE SOUTH 84°58'03" WEST, ALONG SAID EASTERLY LINE OF TRACT "P" AND ALONG SAID WESTERLY LINE OF BLOCK 6, A DISTANCE OF 124.15 FEET; THENCE SOUTH 00°04'40" EAST, ALONG SAID EASTERLY LINE OF TRACT "P" AND ALONG SAID WESTERLY LINE OF BLOCK 6, A DISTANCE OF 177.56 FEET, TO A POINT ON THE PREVIOUSLY DESCRIBED NORTH LINE OF TRACT 87, BLOCK 86; THENCE SOUTH 89°37'06" WEST, CONTINUING ALONG SAID EASTERLY LINE OF TRACT "P" AND ALONG SAID NORTHERLY LINE OF TRACT 87, BLOCK 86, DEPARTING SAID WESTERLY LINE OF BLOCK 6, A DISTANCE OF 199.74 FEET TO THE POINT OF BEGINNING.

CONTAINING 123,547 SQUARE FEET OR 2.836 ACRES MORE OR LESS.

SAID LANDS SITUATE IN THE CITY OF COCONUT CREEK, BROWARD COUNTY, FLORIDA.

NOTES:

- 1) THIS INSTRUMENT NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL ALONG WITH SURVEYOR'S SIGNATURE.
- 2) BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF SAID TRACT 87, BLOCK 86, PALM BEACH FARMS CO. PLAT NO. 3, AS SHOWN HEREON, HAVING A BEARING OF NORTH 89°37'06" EAST.
- 3) THIS SKETCH AND LEGAL DESCRIPTION DOES NOT REPRESENT A BOUNDARY SURVEY.

CERTIFICATION:

HEREBY CERTIFY THAT THE DESCRIPTION SKETCH SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS FOR SURVEYING IN THE STATE OF FLORIDA, APPLICABLE TO LEGAL DESCRIPTIONS, AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61G17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

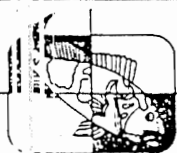
W.L. FISH & COMPANY, INC.

Wayne Larry Fish

BY: WAYNE LARRY FISH
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA STATE REG. NO 3238

LEGEND:

P.B. - DENOTES PLAT BOOK
PG. - DENOTES PAGE
R/W - DENOTES RIGHT-OF-WAY
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MITIGATION AREA "D" - TRACT "P",
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PARK SECTION ONE-A

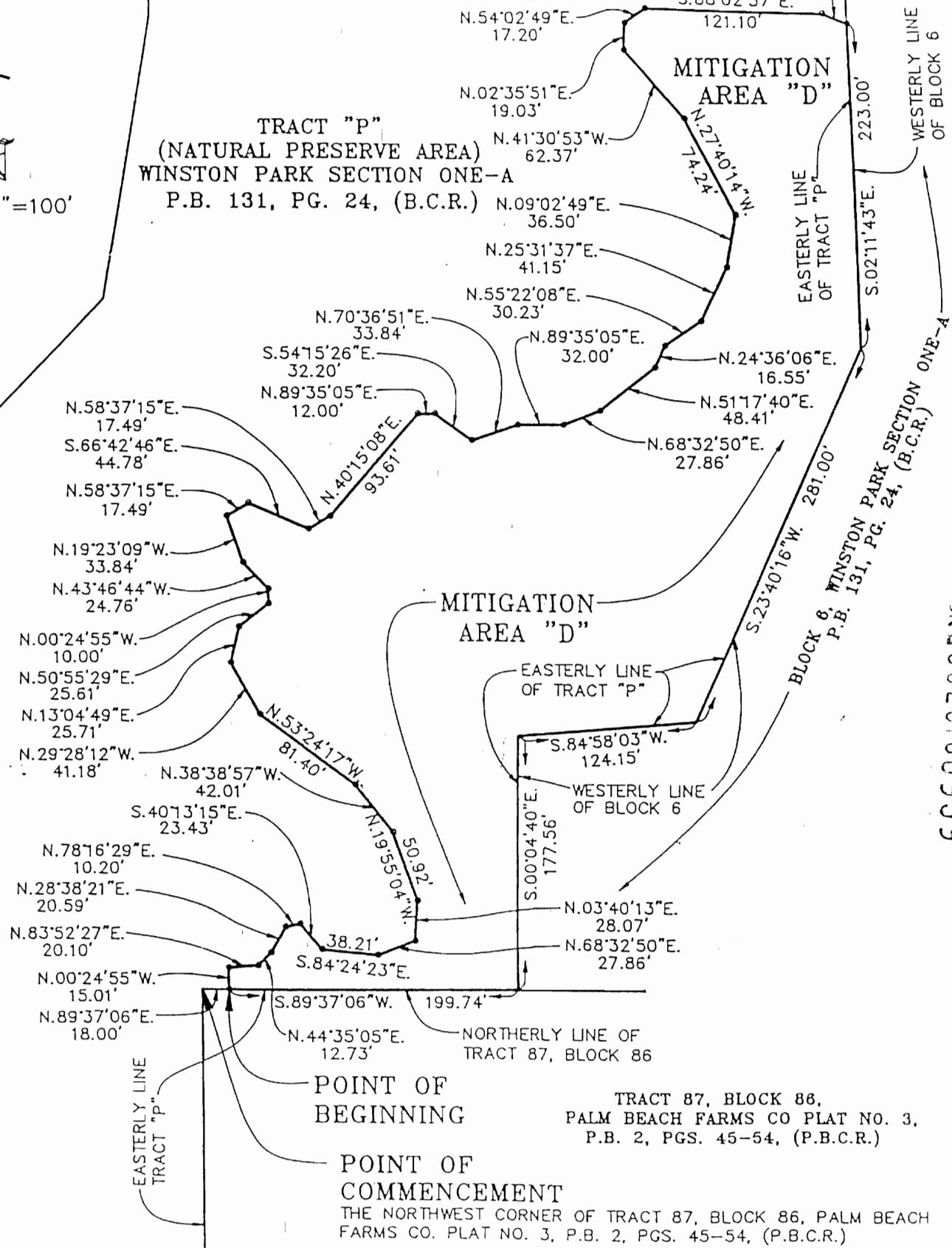
DRAWN: LA TOUR	DATE: 3/26/96	SHEET
CHECKED: W.L. FISH	JOB# 96-008DS-D	NO. 2 OF 3



SCALE: 1"=100'

TRACT "P"
(NATURAL PRESERVE AREA)
WINSTON PARK SECTION ONE-A
P.B. 131, PG. 24, (B.C.R.)

TRACT "P"
(NATURAL PRESERVE AREA)
WINSTON PARK SECTION ONE-A
P.B. 131, PG. 24, (B.C.R.)



656092092



W.L.FISH & COMPANY!
SURVEYORS & PLANNERS

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WEST PALM BEACH, FLORIDA 33401
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DRAWN: LA TOUR	DATE: 3/26/96	SHEET
CHECKED: W.L. FISH	JOB# 96-008DS-D	NO. 3 OF 3

DESCRIPTION:

BEING A PORTION OF TRACT "P" (NATURAL PRESERVE AREA), ACCORDING TO THE PLAT OF WINSTON PARK SECTION ONE-A, AS SAID PLAT IS RECORDED IN PLAT BOOK 131, PAGE 24 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 46, BLOCK 6, OF SAID WINSTON PARK SECTION ONE-A, SAID POINT OF COMMENCEMENT ALSO BEING A POINT ON THE EASTERLY LINE OF SAID TRACT "P"; THENCE NORTH 89°37'06" EAST, ALONG THE NORTH LINE OF SAID LOT 46 AND ALONG SAID EASTERLY LINE OF TRACT "P", A DISTANCE OF 12.00 FEET, TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL:

THENCE NORTH 03°08'42" WEST, A DISTANCE OF 75.15 FEET; THENCE NORTH 16°56'20" EAST, A DISTANCE OF 33.53 FEET; THENCE NORTH 84°56'58" EAST, A DISTANCE OF 37.12 FEET; THENCE NORTH 48°34'33" EAST, A DISTANCE OF 30.48 FEET; THENCE SOUTH 82°49'13" EAST, A DISTANCE OF 15.13 FEET; THENCE NORTH 58°09'20" EAST, A DISTANCE OF 21.10 FEET; THENCE SOUTH 77°16'52" EAST, A DISTANCE OF 30.81 FEET; THENCE SOUTH 68°36'49" EAST, A DISTANCE OF 43.08 FEET; THENCE NORTH 55°53'42" EAST, A DISTANCE OF 18.03 FEET; THENCE NORTH 30°32'56" EAST, A DISTANCE OF 23.32 FEET; THENCE NORTH 03°37'50" WEST, A DISTANCE OF 89.14 FEET; THENCE NORTH 14°52'03" WEST, A DISTANCE OF 100.17 FEET; THENCE NORTH 28°10'25" WEST, A DISTANCE OF 42.94 FEET; THENCE NORTH 58°02'04" WEST, A DISTANCE OF 48.55 FEET; THENCE NORTH 77°07'27" WEST, A DISTANCE OF 130.50 FEET; THENCE NORTH 51°03'48" WEST, A DISTANCE OF 64.66 FEET; THENCE NORTH 16°31'42" WEST, A DISTANCE OF 46.84 FEET; THENCE NORTH 03°59'01" WEST, A DISTANCE OF 13.04 FEET; THENCE NORTH 19°14'20" EAST, A DISTANCE OF 14.87 FEET; THENCE NORTH 02°32'10" WEST, A DISTANCE OF 54.04 FEET; THENCE NORTH 14°50'24" EAST, A DISTANCE OF 34.21 FEET; THENCE NORTH 04°30'02" WEST, A DISTANCE OF 14.04 FEET; THENCE NORTH 51°45'19" WEST, A DISTANCE OF 12.81 FEET; THENCE NORTH 76°47'12" WEST, A DISTANCE OF 50.42 FEET, TO THE NORTHEAST CORNER OF TRACT 65, OF SAID BLOCK 86; THENCE NORTH 60°42'47" WEST, A DISTANCE OF 26.48 FEET; THENCE NORTH 34°43'48" WEST, A DISTANCE OF 76.28 FEET; THENCE NORTH 31°26'26" EAST, A DISTANCE OF 31.13 FEET, TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF WINSTON PARK BOULEVARD, SAID RIGHT-OF-WAY ALSO BEING THE NORTHERLY LINE OF SAID TRACT "P", SAID POINT ALSO BEING A POINT ON A CURVE NON-TANGENT TO THE LAST DESCRIBED LINE SAID CURVE BEING CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 1,640.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 18°31'29" EAST; THENCE NORTHEASTERLY, 24.53 FEET, ALONG THE ARC OF SAID CURVE AND ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG SAID NORTHERLY LINE OF TRACT P, THROUGH A CENTRAL ANGLE OF 00°51'25", TO A POINT OF TANGENCY; THENCE NORTH 70°37'06" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG SAID NORTHERLY LINE OF TRACT P, A DISTANCE OF 190.45 FEET, TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 1,560.00 FEET; THENCE NORTHEASTERLY, 94.31 FEET, ALONG THE ARC OF

2602600960


W.L.FISH & COMPANY, INC.
 SURVEYORS & PLANNERS

105 S. MARCISSUS AVE., SUITE 412
 WEST PALM BEACH, FLORIDA 33401
 (407)833-5001 FAX: (407)859-6745

DESCRIPTION SKETCH FOR:

MITIGATION AREA "F" - TRACT "P",
 (NATURAL PRESERVE AREA), WINSTON
 PARK SECTION ONE-A

DRAWN: LA TOUR	DATE: 3/26/96	SHEET
CHECKED: W.L. FISH	JOB# 96-008DS-F	NO. 1 OF 4

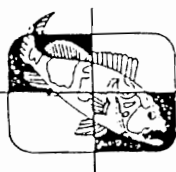
SAID CURVE, THROUGH A CENTRAL ANGLE OF 03°27'50", TO A POINT ON A LINE NON-TANGENT TO THE LAST DESCRIBED CURVE SAID POINT ALSO BEING A POINT ON THE EASTERLY LINE OF SAID TRACT "P", SAID EASTERLY LINE ALSO BEING THE WESTERLY LINE OF TRACT "K" (PARK TRACT) OF SAID WINSTON PARK SECTION ONE-A; THENCE SOUTH 00°24'54" EAST, ALONG SAID EASTERLY LINE OF TRACT "P" AND ALONG SAID WESTERLY LINE OF TRACT "K", A DISTANCE OF 216.46 FEET; THENCE SOUTH 82°27'51" WEST, ALONG SAID EASTERLY LINE OF TRACT "P" AND ALONG SAID WESTERLY LINE OF TRACT "K", A DISTANCE OF 159.01 FEET; THENCE SOUTH 04°23'56" WEST, ALONG SAID EASTERLY LINE OF TRACT "P" AND ALONG SAID WESTERLY LINE OF TRACT "K", A DISTANCE OF 60.38 FEET; THENCE SOUTH 27°03'27" EAST, ALONG SAID EASTERLY LINE OF TRACT "P" AND ALONG SAID WESTERLY LINE OF TRACT "K", A DISTANCE OF 101.78 FEET; THENCE SOUTH 79°56'00" EAST, ALONG SAID EASTERLY LINE OF TRACT "P" AND ALONG SAID WESTERLY LINE OF TRACT "K", A DISTANCE OF 267.81 FEET, TO THE NORTHWEST CORNER OF LOT 55, OF SAID BLOCK 6; THENCE SOUTH 02°02'44" EAST, CONTINUING ALONG SAID EASTERLY LINE OF TRACT "P" AND ALONG THE WESTERLY LINE OF SAID BLOCK 6, DEPARTING SAID WESTERLY LINE OF TRACT "K", A DISTANCE OF 363.86 FEET; THENCE SOUTH 29°26'59" WEST, CONTINUING ALONG SAID EASTERLY LINE OF TRACT "P" AND ALONG THE WESTERLY LINE OF SAID BLOCK 6, A DISTANCE OF 69.81 FEET; THENCE SOUTH 89°37'06" WEST, CONTINUING ALONG SAID EASTERLY LINE OF TRACT "P" AND ALONG THE WESTERLY LINE OF SAID BLOCK 6, A DISTANCE OF 234.00 FEET, TO THE POINT OF BEGINNING.

CONTAINING 126,412 SQUARE FEET OR 2.902 ACRES MORE OR LESS.

SAID LANDS SITUATE IN THE CITY OF COCONUT CREEK, BROWARD COUNTY, FLORIDA.

NOTES:

- 1) THIS INSTRUMENT NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL ALONG WITH SURVEYOR'S SIGNATURE.
- 2) BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF SAID LOT 46, BLOCK 6, WINSTON PARK SECTION ONE-A, AS SHOWN HEREON, HAVING A BEARING OF NORTH 89°37'06" EAST.
- 3) THIS SKETCH AND LEGAL DESCRIPTION DOES NOT REPRESENT A BOUNDARY SURVEY.



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(NATURAL PRESERVE AREA), WINSTON
PARK SECTION ONE-A

DRAWN: LA TOUR

DATE: 3/26/96

SHEET

CHECKED: W.L. FISH


JOB # 96-008DS-F

NO. 2 OF 4

CERTIFICATION:

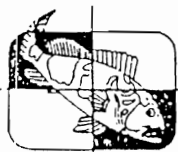
I HEREBY CERTIFY THAT THE DESCRIPTION SKETCH SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS FOR SURVEYING IN THE STATE OF FLORIDA, APPLICABLE TO LEGAL DESCRIPTIONS, AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61G17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

W.L. FISH & COMPANY, INC.


BY: WAYNE LARRY FISH
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA STATE REG. NO 3238

LEGEND:

- P.B. - DENOTES PLAT BOOK
- PG. - DENOTES PAGE
- R/W - DENOTES RIGHT-OF-WAY
- B.C.R. - DENOTES BROWARD COUNTY PUBLIC RECORDS
- P.B.C.R. - DENOTES PALM BEACH COUNTY PUBLIC RECORDS
- R - DENOTES RADIUS
- D - DENOTES DELTA (CENTRAL) ANGLE
- A - DENOTES ARC LENGTH



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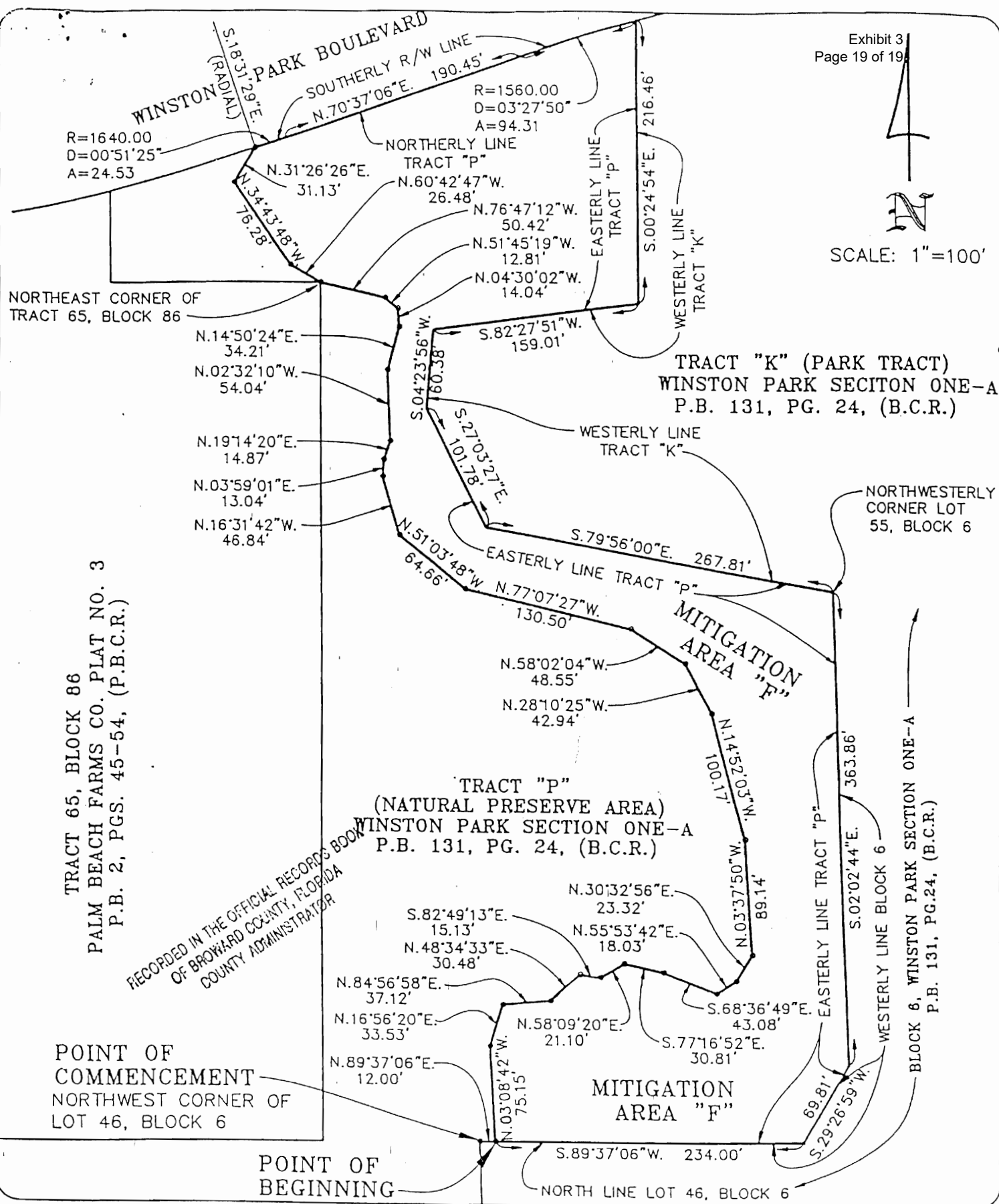
DRAWN: LA TOUR	DATE: 3/26/96	SHEET
CHECKED: W.L. FISH	JOB# 96-008DS-F	NO. 3 OF 4

BR26026PGU9b2



SCALE: 1"=100'

0K26026PG0963



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CHECKED: W.L. FISH	JOB# 96-0080S-F	NO. 4 OF 4