

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:  
Resilient Environment Department  
Environmental Permitting Division  
1 North University Drive, Mailbox 201  
Plantation, Florida 33324

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## DEED OF CONSERVATION EASEMENT – STANDARD

**THIS DEED OF CONSERVATION EASEMENT** ("Conservation Easement") is given this 3 day of October, 2025 by NORTH SPRINGS IMPROVEMENT DISTRICT ("Grantor") whose mailing address is 9700 NW 52<sup>nd</sup> Street, Coral Springs, FL 33076, to Broward County, a political subdivision of the state of Florida, 115 South Andrews Avenue, Room 409, Fort Lauderdale, Florida 33301 (collectively referred to as "Grantee"). 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 "Grantee" shall include any successor or assignee of Grantee.

### 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**, Broward County License No. DF05-1113 ("License") and any modifications thereto issued by the Grantee authorizes 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 License or other good and valuable consideration provided to Grantor, is agreeable to granting and securing to the Grantee 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 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 License, in a preserved, enhanced, restored, or created condition,

**NOW, THEREFORE**, in consideration of the issuance of the License to construct and operate the permitted and licensed activity, and as an inducement to Grantee in issuing the 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 Grantee 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 License attached hereto as Exhibit "C" (or any modifications thereto) which has been approved in writing by Grantee, shall be retained and maintained in the preserved, enhanced, restored, or created condition required by the License (or any modifications thereto).

To carry out this purpose, the following rights are conveyed to Grantee 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 licensed or required by the 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 License, 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 License or otherwise approved in writing by Grantee 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 Grantee are authorized. No later than thirty (30) days before commencing any activities to implement the approved wildfire mitigation plan, Grantor shall notify Grantee in writing of its intent to commence such activities. All such activities may only be completed during the time period for which Grantee 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 License (or any modifications thereto), 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. Grantee's Liability. Grantee's liability is limited as provided in Subsection 704.06(10) and Section 768.28, F.S. Additionally, Grantee 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 Grantee, and any forbearance on behalf of Grantee 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 Grantee's rights hereunder. Grantee 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 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 Grantee with satisfactory evidence of payment upon request.
  - 9. Assignment. Grantee will hold this Conservation Easement exclusively for conservation purposes. Grantee 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, successors, 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 Grantee 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 Grantee harmless from any recording costs or taxes necessary to record this Conservation Easement in the public records.

**TO HAVE AND TO HOLD** unto Grantee 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 Grantee 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.

(INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, North Springs Improvement District ("Grantor") has hereunto set its authorized hand this 24<sup>th</sup> day of August, 2025.

WITNESSES:

GRANTOR:

NORTH SPRINGS IMPROVEMENT  
DISTRICT, an independent special district of  
the State of Florida

By: Rod Colon  
Rod Colon  
District Manager

Lisa Bisogno  
Print Name: Lisa Bisogno

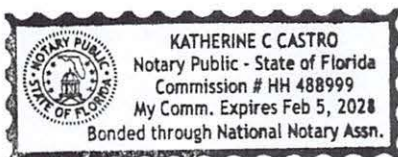
Address: 1845 NW 111 Ave  
Plantation, FL 33322  
Vicky

Print Name: Vicky Pang

Address: 2558 NW 89<sup>th</sup> Drive  
Coral Springs FL 33065

STATE OF FLORIDA }  
COUNTY OF BROWARD }

The foregoing instrument was acknowledged before me via ☒ physical presence OR ☐ online notarization this 24<sup>th</sup> day of August, 2025 by Rod Colon, as District Manager for the NORTH SPRINGS IMPROVEMENT DISTRICT an independent special district of the State of Florida, who is personally known and/or produced as identification.



Katherine C. Castro  
Notary Public, State of Florida

Katherine C. Castro  
Name of Notary  
[Typed, Printed or Stamped]

My Commission Expires

FEB. 5, 2028  
Commission No.:

**EXHIBIT "A"**

**[LOCATION MAP]**



## Parkland Village

DF05-1113

Located between Nob Hill and Pine Island Roads, North of Trails End Road, City of Parkland



Folios – 474132052020, 474132052030 and 474132052040



|                 |                                      |         |                 |
|-----------------|--------------------------------------|---------|-----------------|
| Site Address    | NW 74 PLACE, PARKLAND FL 33076       | ID #    | 4741 32 05 2020 |
| Property Owner  | NORTH SPRINGS IMPROVEMENT DISTRICT   | Millage | 3012            |
| Mailing Address | 9700 NW 52 ST CORAL SPRINGS FL 33076 | Use     | 95              |

|                               |   |
|-------------------------------|---|
| Abbreviated Legal Description | PARKLAND VILLAGE 177-15 B TRACT L2 (LAKE) |
|-------------------------------|---|

|                 |                                      |         |                 |
|-----------------|--------------------------------------|---------|-----------------|
| Site Address    | NW 74 PLACE, PARKLAND FL 33076       | ID #    | 4741 32 05 2030 |
| Property Owner  | NORTH SPRINGS IMPROVEMENT DISTRICT   | Millage | 3012            |
| Mailing Address | 9700 NW 52 ST CORAL SPRINGS FL 33076 | Use     | 95              |

|                               |   |
|-------------------------------|---|
| Abbreviated Legal Description | PARKLAND VILLAGE 177-15 B TRACT L3 (LAKE) |
|-------------------------------|---|

|                 |                                      |         |                 |
|-----------------|--------------------------------------|---------|-----------------|
| Site Address    | NW 74 PLACE, PARKLAND FL 33076       | ID #    | 4741 32 05 2040 |
| Property Owner  | NORTH SPRINGS IMPROVEMENT DISTRICT   | Millage | 3012            |
| Mailing Address | 9700 NW 52 ST CORAL SPRINGS FL 33076 | Use     | 95              |

|                               |   |
|-------------------------------|---|
| Abbreviated Legal Description | PARKLAND VILLAGE 177-15 B TRACT L4 (LAKE) |
|-------------------------------|---|

**EXHIBIT "B"**

**[LEGAL DESCRIPTION AND SKETCH OF CONSERVATION EASEMENT AREA]**



951 Broken Sound Parkway, Suite 320  
Boca Raton, Florida 33487

SURVEYING & MAPPING  
Certificate of Authorization No. LB7264

Tel: (561) 241-8988  
Fax: (561) 241-5182

## SPECIFIC PURPOSE SURVEY

### LEGAL DESCRIPTION:

PORTION OF TRACTS L-2, L-3 AND L-4 LYING IN "PARKLAND VILLAGE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 177 AT PAGES 15 THROUGH 27 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

SAID LANDS SITUATE IN THE CITY OF PARKLAND, BROWARD COUNTY, FLORIDA,

### ABBREVIATIONS

|          |   |                           |          |   |                           |
|----------|---|---------------------------|----------|---|---------------------------|
| L        | • | ARC LENGTH                | P.B.     | • | PLAT BOOK                 |
| B.C.R.   | • | BROWARD COUNTY RECORDS    | P.B.C.R. | • | PALM BEACH COUNTY RECORDS |
| CONC.    | • | CONCRETE                  | PG.      | • | PAGE(S)                   |
| C&G      | • | CURB AND GUTTER           | P.O.B.   | • | POINT OF BEGINNING        |
| D        | • | DELTA (CENTRAL ANGLE)     | P.O.C.   | • | POINT OF COMMENCEMENT     |
| F.P.L.   | • | FLORIDA POWER & LIGHT CO. | R        | • | RADIUS                    |
| N.R.     | • | NON-RADIAL                | R/W      | • | RIGHT-OF-WAY              |
| N.S.I.D. | • | NORTH SPRINGS             | U.E.     | • | UTILITY EASEMENT          |
|          | • | IMPROVEMENT DISTRICT      | F.H.     | • | FIRE HYDRANT              |
| O.R.B.   | • | OFFICIAL RECORDS BOOK     | W.V.     | • | WATER VALVE               |

### NOTES

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. EASEMENTS AND RIGHTS-OF-WAY REFLECTED IN TITLE COMMITMENT \*51251457LA, PREPARED BY LAWYERS TITLE INSURANCE COMPANY, EFFECTIVE DATE NOVEMBER 3, 2005 AT 8:00 A.M., HAVE BEEN SHOWN HEREON.
3. THE LANDS SHOWN HEREON ARE SUBJECT TO ALL EASEMENTS, RESERVATIONS, RIGHTS-OF-WAY, AND RESTRICTIONS OF RECORD.
4. BEARINGS ARE BASED ON THE EAST LINE OF THE WEST ONE-HALF OF SAID SECTION 32 HAVING A GRID BEARING OF NORTH 01°21'24" EAST, ACCORDING TO THE NORTH AMERICAN DATUM OF 1927 COORDINATE VALUES SHOWN ON "STONER/KEITH RESURVEY" AS RECORDED IN MISCELLANEOUS PLAT BOOK 3 AT PAGE 44 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND AS TRANSFORMED TO THE NORTH AMERICAN DATUM OF 1983, WITH THE 1990 ADJUSTMENT.
5. ELEVATIONS SHOWN HEREON ARE BASED ON THE BROWARD COUNTY BENCHMARK BROWARD COUNTY BENCHMARK NO. 3189, DEPARTMENT OF TRANSPORTATION DISK ON SOUTH END OF CONCRETE WALL EAST SIDE OF NORTHBOUND SAWGRASS EXPRESSWAY, WEST END OF WILES ROAD. ELEVATION = 18.974', NATIONAL GEODETIC VERTICAL DATUM OF 1929.

### CERTIFICATION

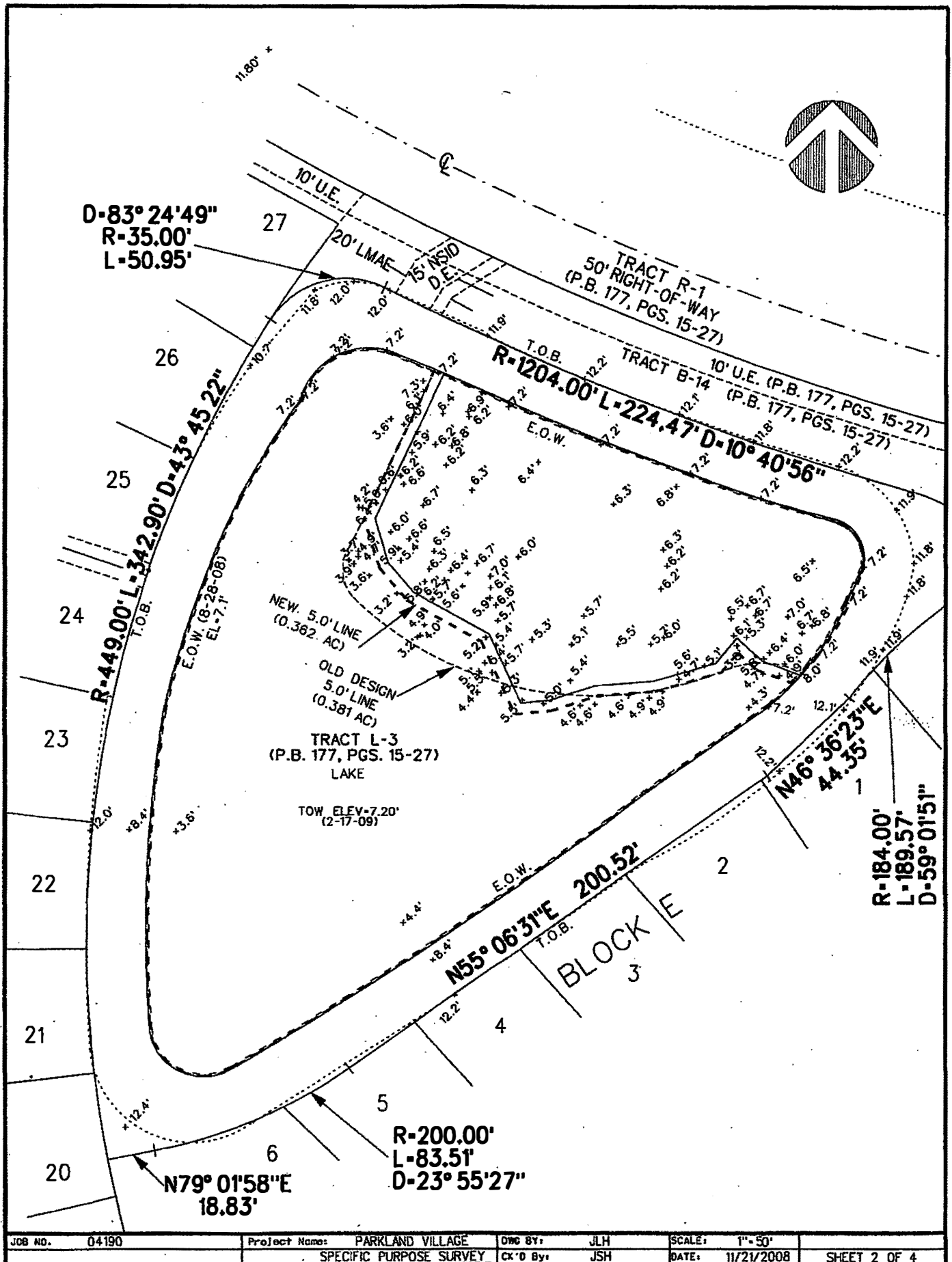
I HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON COMPLIES WITH MINIMUM TECHNICAL STANDARDS AS CONTAINED IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND THAT SAID SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION.

  
JEFF S. HODAPP  
SURVEYOR AND MAPPER  
FLORIDA LICENSE NO. LS5111

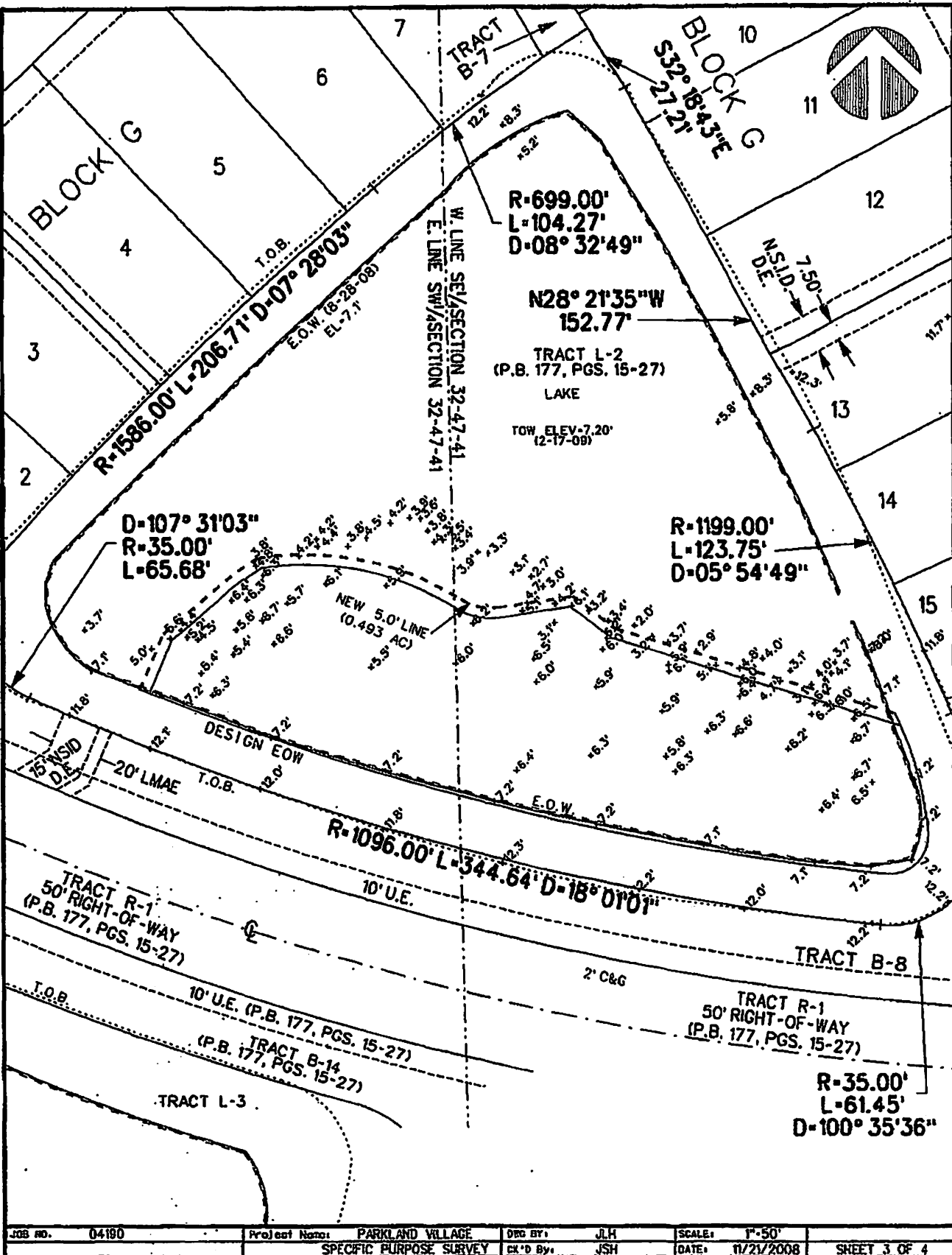
LAST DATE OF FIELD WORK : 2-17-09  
LAST DATE OF FIELD WORK : 4-15-09 (SE LIT. AREA)

|                                |                         |                  |
|--------------------------------|-------------------------|------------------|
| Project Name: PARKLAND VILLAGE | SPECIFIC PURPOSE SURVEY | DATE: 11/21/2008 |
| JOB NO. 04180                  | DWG BY: J.L.H.          |                  |
|                                | CHK'D BY: JSH           | SHEET 1 OF 4     |

Exhibit A



|               |                                |              |                  |
|---------------|--------------------------------|--------------|------------------|
| JOB NO. 04190 | Project Name: PARKLAND VILLAGE | DWG BY: JLH  | SCALE: 1"=50'    |
|               | SPECIFIC PURPOSE SURVEY        | Ck'd By: JSH | DATE: 11/21/2008 |
|               |                                |              | SHEET 2 OF 4     |







948A Clint Moore Road  
Boca Raton, Florida 33487

SURVEYING & MAPPING  
Certificate of Authorization No. LB7284

Tel: (561) 241-8988  
Fax: (561) 241-6182

## SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY)

### PARKLAND VILLAGE- PORTION OF TRACT L-2

#### LEGAL DESCRIPTION:

A PORTION OF TRACT L-2, "PARKLAND VILLAGE" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 177 AT PAGES 15 THROUGH 17 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 16 BLOCK G OF SAID PLAT, SAID POINT ALSO BEING A POINT ON THE ARC OF A CIRCULAR CURVE TO THE RIGHT, AT WHICH THE RADIUS POINT BEARS SOUTH  $82^{\circ}33'55''$  WEST; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, ALSO BEING THE EAST LINE OF SAID TRACT L-2, HAVING A RADIUS OF 149.00 FEET AND A CENTRAL ANGLE OF  $02^{\circ}58'49''$ , A DISTANCE OF 7.75 FEET; THENCE SOUTH  $85^{\circ}32'44''$  WEST, ALONG A LINE RADIAL TO THE LAST AND NEXT DESCRIBED CURVES, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTHERLY AND WESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF  $100^{\circ}35'36''$ , A DISTANCE OF 26.34 FEET TO THE POINT OF COMPOUND CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1076.00 FEET AND A CENTRAL ANGLE OF  $15^{\circ}57'55''$ , A DISTANCE OF 299.82 FEET; THENCE NORTH  $23^{\circ}04'39''$  EAST, ALONG A NON-RADIAL LINE, A DISTANCE OF 23.84 FEET; THENCE NORTH  $48^{\circ}56'45''$  EAST, A DISTANCE OF 31.92 FEET; THENCE NORTH  $55^{\circ}16'47''$  EAST, A DISTANCE OF 15.45 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE RIGHT, AT WHICH THE RADIUS POINT BEARS SOUTH  $08^{\circ}58'45''$  EAST; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 114.34 FEET AND A CENTRAL ANGLE OF  $41^{\circ}37'41''$ , A DISTANCE OF 83.08 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 21.00 FEET AND A CENTRAL ANGLE OF  $41^{\circ}26'04''$ , A DISTANCE OF 15.19 FEET TO THE POINT OF TANGENCY; THENCE NORTH  $81^{\circ}12'51''$  EAST, A DISTANCE OF 29.33 FEET; THENCE SOUTH  $52^{\circ}34'07''$  EAST, A DISTANCE OF 21.14 FEET; THENCE SOUTH  $72^{\circ}42'12''$  EAST, A DISTANCE OF 112.66 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE RIGHT, AT WHICH THE RADIUS POINT BEARS SOUTH  $63^{\circ}48'14''$  WEST; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 129.00 FEET AND A CENTRAL ANGLE OF  $21^{\circ}44'30''$ , A DISTANCE OF 48.95 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF PARKLAND, BROWARD COUNTY, FLORIDA, AND CONTAIN 0.493 ACRES MORE OR LESS.

#### CERTIFICATION

I HEREBY CERTIFY THAT THE SKETCH AND DESCRIPTION SHOWN HEREON COMPLIES WITH MINIMUM TECHNICAL STANDARDS AS CONTAINED IN CHAPTER 61C17-6, 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.

  
J. S. MODAPP  
SURVEYOR AND MAPPER  
FLORIDA LICENSE NO. LS5111

|               |                  |           |       |              |
|---------------|------------------|-----------|-------|--------------|
| Project Name: | PARKLAND VILLAGE | TRACT L-2 | DATE: | 05/01/2009   |
| Job No.       | 04190            | DWG BY:   | HMB   |              |
|               |                  | CHK'D BY: | JSH   | SHEET 1 OF 3 |

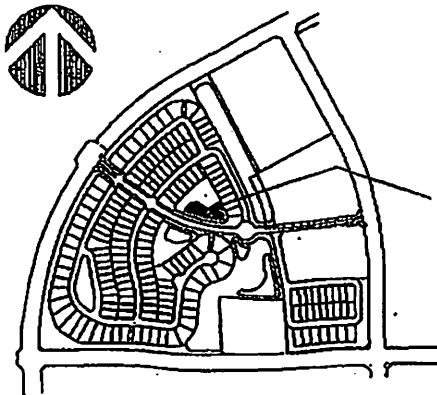
EXHIBIT B



**SKETCH AND LEGAL DESCRIPTION  
(NOT A SURVEY)  
PARKLAND VILLAGE- PORTION OF TRACT L-2**

**NOTES**

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 LINE OF THE SOUTHEAST ONE-QUARTER OF SECTION 32-47-41, HAVING A BEARING OF SOUTH 89° 41' 38" WEST, ACCORDING TO THE STATE PLANE COORDINATE SYSTEM, STATE OF FLORIDA, EAST ZONE, NORTH AMERICAN DATUM OF 1983, 1990 ADJUSTMENT.



**THIS  
SKETCH**

**LOCATION MAP  
NOT TO SCALE**

**ABBREVIATIONS**

|          |   |                                    |
|----------|---|------------------------------------|
| B.C.R.   | . | BROWARD 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                           |
| N.S.I.D. | . | NORTH SPRINGS IMPROVEMENT DISTRICT |
| O.R.B.   | . | OFFICIAL RECORDS BOOK              |
| P.O.B.   | . | POINT OF BEGINNING                 |
| P.O.C.   | . | POINT OF COMMENCEMENT              |
| P.B.     | . | PLAT BOOK                          |
| P.B.C.R. | . | PALM BEACH COUNTY RECORDS          |
| PG.      | . | PAGE                               |
| P.S.M.   | . | PROFESSIONAL SURVEYOR & MAPPER     |
| R/W      | . | RIGHT-OF-WAY                       |
| U.E.     | . | UTILITY EASEMENT                   |

|         |       |               |                               |           |     |       |            |              |
|---------|-------|---------------|-------------------------------|-----------|-----|-------|------------|--------------|
| JOB NO. | 04190 | Project Name: | PARKLAND VILLAGE<br>TRACT L-2 | DWG BY:   | HNB | DATE: | 05/01/2009 | SHEET 2 OF 3 |
|         |       |               |                               | CHK'D BY: | JSH |       |            |              |





949A Clint Moore Road  
Boca Raton, Florida 33487

SURVEYING & MAPPING  
Certificate of Authorization No. LB7264

Tel: (561) 241-0988  
Fax: (561) 241-6182

# SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY) PARKLAND VILLAGE- PORTION OF TRACT L-3

## LEGAL DESCRIPTION:


A PORTION OF TRACT L-3, "PARKLAND VILLAGE" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 177 AT PAGES 15 THROUGH 17 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHERNMOST CORNER OF LOT 1 BLOCK E OF SAID PLAT; THENCE SOUTH 46°36'23" WEST, A DISTANCE OF 11.28 FEET; THENCE NORTH 43°23'37" WEST, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 69°21'32" WEST, A DISTANCE OF 14.23 FEET; THENCE NORTH 48°09'45" WEST, A DISTANCE OF 9.95 FEET; THENCE SOUTH 40°12'36" WEST, A DISTANCE OF 9.93 FEET; THENCE SOUTH 73°48'25" WEST, A DISTANCE OF 27.04 FEET; THENCE SOUTH 85°35'48" WEST, A DISTANCE OF 23.46 FEET; THENCE SOUTH 72°08'03" WEST, A DISTANCE OF 18.65 FEET; THENCE SOUTH 84°31'03" WEST, A DISTANCE OF 14.30 FEET; THENCE NORTH 25°17'12" WEST, A DISTANCE OF 31.15 FEET; THENCE NORTH 60°55'22" WEST, A DISTANCE OF 33.57 FEET; THENCE NORTH 40°45'34" WEST, A DISTANCE OF 16.64 FEET; THENCE NORTH 17°27'32" WEST, A DISTANCE OF 20.67 FEET; THENCE NORTH 25°51'30" EAST, A DISTANCE OF 64.28 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE LEFT, AT WHICH THE RADIUS POINT BEARS NORTH 24°41'34" EAST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1224.00 FEET AND A CENTRAL ANGLE OF 07°54'47", A DISTANCE OF 169.04 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHEASTERLY AND SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF 92°57'07", A DISTANCE OF 24.33 FEET TO THE POINT OF COMPOUND CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 130.00 FEET AND A CENTRAL ANGLE OF 16°21'13", A DISTANCE OF 37.11 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE LEFT, AT WHICH THE RADIUS POINT BEARS SOUTH 50°29'05" EAST; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 204.00 FEET AND A CENTRAL ANGLE OF 00°58'57", A DISTANCE OF 3.50 FEET; THENCE SOUTH 46°36'23" WEST, ALONG A NON-TANGENT LINE, A DISTANCE OF 11.14 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF PARKLAND, BROWARD COUNTY, FLORIDA, AND CONTAIN 0.362 ACRES MORE OR LESS.

## CERTIFICATION

I HEREBY CERTIFY THAT THE SKETCH AND DESCRIPTION SHOWN HEREON COMPLIES WITH MINIMUM TECHNICAL STANDARDS AS CONTAINED IN CHAPTER 61G17-6, 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.

  
JEFF S. RUPP  
SURVEYOR AND MAPPER  
FLORIDA LICENSE NO. LS5111

|               |                  |           |       |              |
|---------------|------------------|-----------|-------|--------------|
| Project Name: | PARKLAND VILLAGE | TRACT L-3 | DATE: | 04/30/2009   |
| JOB NO.       | 04190            | DRG BY:   | HHB   |              |
|               |                  | CHK'D BY: | JSH   | SHEET 1 OF 3 |







949A Clint Moore Road  
Boca Raton, Florida 33487

SURVEYING & MAPPING  
Certificate of Authorization No. LB7284

Tel: (561) 241-9988  
Fax: (561) 241-6182

# **SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY) PARKLAND VILLAGE- PORTION OF TRACT L-4**

## **LEGAL DESCRIPTION:**

A PORTION OF TRACT L-4, "PARKLAND VILLAGE" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 177 AT PAGES 15 THROUGH 17 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF TRACT B-14 OF SAID PLAT, THENCE SOUTH 85°17'01" WEST, ALONG THE SOUTH LINE OF SAID TRACT B-14, A DISTANCE OF 78.55 FEET; THENCE CONTINUE NORTH 86°24'33" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 11.42 FEET; THENCE NORTH 03°35'27" EAST, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 86°24'33" WEST, A DISTANCE OF 254.82 FEET; THENCE NORTH 04°49'05" EAST, A DISTANCE OF 20.25 FEET; THENCE NORTH 32°04'17" EAST, A DISTANCE OF 14.46 FEET; THENCE NORTH 72°12'05" EAST, A DISTANCE OF 31.93 FEET; THENCE SOUTH 67°30'06" EAST, A DISTANCE OF 52.39 FEET; THENCE NORTH 88°24'18" EAST, A DISTANCE OF 76.89 FEET; THENCE NORTH 55°44'35" EAST, A DISTANCE OF 26.25 FEET; THENCE NORTH 02°50'31" WEST, A DISTANCE OF 25.18 FEET; THENCE NORTH 27°32'02" EAST, A DISTANCE OF 25.42 FEET; THENCE NORTH 43°25'48" WEST, A DISTANCE OF 35.79 FEET; THENCE NORTH 10°06'18" EAST, A DISTANCE OF 25.34 FEET; THENCE NORTH 13°53'00" EAST, A DISTANCE OF 27.73 FEET; THENCE NORTH 16°36'44" WEST, A DISTANCE OF 17.40 FEET; THENCE NORTH 02°04'05" WEST, A DISTANCE OF 17.85 FEET; THENCE NORTH 04°12'57" EAST, A DISTANCE OF 40.67 FEET; THENCE NORTH 06°30'54" EAST, A DISTANCE OF 26.29 FEET; THENCE NORTH 16°16'00" EAST, A DISTANCE OF 34.27 FEET; THENCE NORTH 19°24'25" EAST, A DISTANCE OF 39.12 FEET; THENCE NORTH 59°56'40" EAST, A DISTANCE OF 21.59 FEET; THENCE SOUTH 07°46'11" EAST, A DISTANCE OF 33.73 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 874.00 FEET AND A CENTRAL ANGLE OF 07°43'05", A DISTANCE OF 117.73 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 726.00 FEET AND A CENTRAL ANGLE OF 07°47'31", A DISTANCE OF 98.73 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 07°41'46" EAST, A DISTANCE OF 49.55 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE

## **CERTIFICATION**

I HEREBY CERTIFY THAT THE SKETCH AND DESCRIPTION SHOWN HEREON COMPLIES WITH MINIMUM TECHNICAL STANDARDS AS CONTAINED IN CHAPTER 61G17-6, 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.

  
JEFF G. HODAPP  
SURVEYOR AND MAPPER  
FLORIDA LICENSE NO. LS5111

|               |                  |           |       |              |
|---------------|------------------|-----------|-------|--------------|
| Project Name: | PARKLAND VILLAGE | TRACT L-4 | DATE: | 05/01/2009   |
| JOB NO.       | 04180            | DWG BY:   | HKB   |              |
|               |                  | CHK'D BY: | JSH   | SHEET 1 OF 3 |

## ABBREVIATIONS







948A Clint Moore Road  
Boca Raton, Florida 33487

SURVEYING & MAPPING  
Certificate of Authorization No. LB7284

Tel: (561) 241-8888  
Fax: (561) 241-5182

## SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY)

### PARKLAND VILLAGE- PORTION OF TRACT L-4 (B)

#### LEGAL DESCRIPTION:

A PORTION OF TRACT L-4, "PARKLAND VILLAGE" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 177 AT PAGES 15 THROUGH 17 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 26 BLOCK D OF SAID PLAT, SAID POINT ALSO BEING ON THE ARC OF A CIRCULAR CURVE TO THE RIGHT, AT WHICH THE RADIUS POINT BEARS SOUTH 58°04'11" WEST; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, ALSO BEING THE WEST LINE OF SAID TRACT L-4, HAVING A RADIUS OF 184.00 FEET AND A CENTRAL ANGLE OF 21°58'33", A DISTANCE OF 70.57 FEET; THENCE NORTH 80°02'44" EAST, ALONG A RADIAL LINE, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 09°57'16" WEST, A DISTANCE OF 45.55 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHERLY AND WESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF 130°09'38", A DISTANCE OF 34.08 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 127.00 FEET AND A CENTRAL ANGLE OF 67°50'05", A DISTANCE OF 150.36 FEET TO A POINT LYING ON THE ARC OF A CIRCULAR CURVE TO THE RIGHT, AT WHICH THE RADIUS POINT BEARS SOUTH 86°26'00" WEST; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 56.66 FEET AND A CENTRAL ANGLE OF 84°30'58", A DISTANCE OF 83.58 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 21.00 FEET AND A CENTRAL ANGLE OF 37°13'09", A DISTANCE OF 13.64 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 43°43'48" WEST, A DISTANCE OF 17.99 FEET; THENCE SOUTH 52°34'33" WEST, A DISTANCE OF 34.08 FEET; THENCE SOUTH 79°45'20" WEST, A DISTANCE OF 10.29 FEET; THENCE SOUTH 48°22'55" WEST, A DISTANCE OF 25.06 FEET; THENCE SOUTH 59°56'36" WEST, A DISTANCE OF 31.14 FEET TO A POINT LYING ON THE ARC OF A CIRCULAR CURVE TO THE LEFT, AT WHICH THE RADIUS POINT BEARS NORTH 81°56'03"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 204.00 FEET AND A CENTRAL ANGLE OF 18°01'13", A DISTANCE OF 64.16 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF PARKLAND, BROWARD COUNTY, FLORIDA, AND CONTAIN 0.232 ACRES MORE OR LESS.

#### CERTIFICATION

I HEREBY CERTIFY THAT THE SKETCH AND DESCRIPTION SHOWN HEREON COMPLIES WITH MINIMUM TECHNICAL STANDARDS AS CONTAINED IN CHAPTER 61G17-6, 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.

JEFF G. HOOTCH  
SURVEYOR AND MAPPER  
FLORIDA LICENSE NO. LS5111

|               |                  |           |       |              |
|---------------|------------------|-----------|-------|--------------|
| Project Name: | PARKLAND VILLAGE | TRACT L-4 | DATE: | 05/01/2009   |
| JOB NO.       | 04190            | DWG BY:   | JLH   |              |
|               |                  | CHK'D BY: | JSH   | SHEET 1 OF 3 |

**SKETCH AND LEGAL DESCRIPTION  
(NOT A SURVEY)  
PARKLAND VILLAGE- PORTION OF TRACT L-4 (B)**



**EXHIBIT "C"**  
**[ENVIRONMENTAL RESOURCE LICENSE]**



**ENVIRONMENTAL PROTECTION DEPARTMENT**

Biological Resources Division

115 S. Andrews Avenue, Room 240A • Fort Lauderdale, Florida 33301 • 954-519-1230 • FAX 954-519-1412

## ENVIRONMENTAL RESOURCE LICENSE

**Licensees:**

**Parkland Vista Ltd.**  
**Mr. George de Guardiola**  
**1153 Town Center Drive**  
**Suite 202**  
**Jupiter, Florida 33458**

**License No: DF05-1113**

**Tousa Homes / Parkland Village**  
**Wetland fill and mitigation**

**GMAC Model Home Finance LLC**  
**Ms. Monica Peets**  
**6802 Paragon Place**  
**Paragon II, Suite 350**  
**Richmond, Virginia 23230**

This license is issued under the provision of Chapter 27 of the Broward County Code of Ordinances also cited as Broward County Natural Resource Protection Code hereinafter called the Code. The above-named applicant, hereinafter called licensee, is hereby authorized to perform the work or operate the facility shown on the approved drawing(s), plans, documents, and specifications as submitted by applicant, and made a part hereof and specifically described as follows:

**Description of Work:** The project shall consist of excavation of 14.844 acres of new lake area (3.251 from drainage ditches and 11.593 from upland excavation), filling of 3.251 acres of drainage ditches, and impacting 3.28 acres of herbaceous wetlands for a mixed use commercial / residential development. The new lakes shall have a maximum depth of -25' NGVD as required by the North Springs Improvement District and lake slopes shall be constructed as shown on the attached plans, in conformance with Section 27-337(b)(11).

Compensations for unavoidable impacts to wetlands shall be in the form of creation of 1.822 acres of herbaceous marsh on site as per the attached plans. Planting of native wetland species within the herbaceous marsh shall be in natural associations (i.e., informal massing, curvilinear planting arrangements, staggered heights, mixed species, etc.). Pretreated stormwater runoff from the developed portion of the site shall be directed into the mitigation area to the greatest degree practicable. An additional 0.20 credit of mitigation will be provided by the Loxahatchee Mitigation Bank.

**Location of Work:** The project is located on approximately 83 acres west of Nob Hill Road, east of Pine Island Road and north of Trails End Road, in the City of Parkland, Broward County, Florida, Section 32, Township 47 South, Range 41 East. Folio Nos: 474132000021, 474132000023, and 474132000042. The offsite mitigation is located at the Loxahatchee Mitigation Bank.

Construction shall be in accordance with Application DEP Form 62-343.900(1) and EPD Addendum; plans stamped by the Department on 11/28/06 (Attached); and with all General and Specific Conditions of this license.



1. The terms, conditions, requirements, limitations and restrictions set forth herein are accepted and must be completed by the licensee and enforceable by the Environmental Protection Department (EPD) pursuant to Chapter 27 of the Broward County Code of Ordinances. The EPD will review this license periodically and may revoke or suspend the license, and initiate administrative and/or judicial action for any violation of the conditions by the licensee, its agents, employees, servants or representatives.
2. This license is valid only for the specific uses set forth in the license application and any deviation from the approved uses may constitute grounds for revocation, suspension and/or enforcement action by the EPD.
3. In the event the licensee is temporarily unable to comply with any of the conditions of the license or with the Code, the licensee shall notify the EPD within eight (8) hours or as stated in the specific section of the Code. Within three (3) working days of the event, the licensee shall submit a written report to the EPD that describes the incident, its cause, the measures being taken to correct the problem and prevent its reoccurrence, the owner's intention toward repair, replacement, and reconstruction of destroyed facilities, and a schedule of action leading toward operation within the license conditions.
4. The issuance of this license does not convey any vested rights or exclusive privileges, or does it authorize any injury to public or private property or any invasion of personal rights, or any violations of federal, state or local laws or regulations.
5. This license must be available for inspection on licensee's premises during the entire life of the license.
6. By accepting this license, the licensee understands and agrees that all records, notes, monitoring data and other information relating to the construction or operation of this licensed facility or activity that are submitted to the County, may be used by the County as evidence in any enforcement proceeding arising under Chapter 27 of the Broward County Code of Ordinances, except where such use is prohibited by Section 403.111, Florida Statutes.
7. The licensee agrees to comply and shall comply with all provisions of the most current version of the Code.
8. Any new owner of a licensed facility shall apply by letter for a transfer of license within thirty (30) days after the sale or legal transfer. The transferor shall remain liable for performance in accordance with the license until the transferee applies for, and is granted a transfer of license. The transferee shall be liable for any violation of the Code that results from the transferee's activities. The transferee shall comply with the transferor's original license conditions when the transferee has failed to obtain its own license.
9. The licensee, by acceptance of this license, specifically agrees to allow access and shall allow access to the license source at reasonable times by EPD personnel for the purposes of inspection and testing to determine compliance with this license and Chapter 27, Broward County Code of Ordinances.
10. This license does not constitute a waiver or approval of any other license, approval or regulatory requirement by this or any other governmental agency that may be required.
11. If the licensee wishes to renew the license or extend its term, the licensee shall make application sixty (60) days prior to its expiration including payment of all appropriate fees. Expired licenses are not renewable.
12. In addition to the general conditions set forth above, each license issued by EPD shall contain specific conditions determined by site conditions and requirements pursuant to the regulations as determined by the director of EPD. The licensee agrees that specific conditions are enforceable by EPD for any violation thereof.



**Project: Parkland Village**  
**License No: DF05-1113**

**SPECIFIC CONDITIONS:**

**A. Standard**

1. **Notify the Department in writing a minimum of 48 hours prior to project commencement and a maximum of 48 hours after project completion. Failure to comply with this condition will result in enforcement action.**
2. **Any project caused environmental problems(s) shall be reported immediately to the EPD Environmental Response line at (954) 519-1499.**
3. **All project generated solid waste and/or spoil material must be disposed of in a suitable approved manner at an upland location.**
4. **Turbidity screens or equivalent shall be properly employed and maintained as necessary during construction activities so that turbidity levels do not exceed 29 NTU's above natural background 50 feet downstream of point of discharge. If turbidity levels exceed these limits, project activities shall immediately cease, and work shall not resume until turbidity levels drop within these limits {62-302.530(70) FAC}.**
5. **Adjacent wetland areas shall be protected from construction-related runoff and development activities through the use of orange construction fence and siltation screening or hay bales around the perimeter of the areas adjacent to the proposed development. The erosion protection devices shall be placed before the initiation of ground-disturbing activities and shall remain in place until all ground disturbing activities within the project have concluded, at which time the screening or hay bales shall be removed completely from the site.**
6. **Any water bodies or wetlands to be filled pursuant to this license must be filled only with rock, soil or muck, as appropriate and depicted on the attached drawings dated 11/28/06 by the Department. Fill material which includes clean debris as defined in Section 27-214 is not authorized by this license. Use as fill of any materials other than rock, soil or muck shall constitute a violation of this license.**
7. **A letter stating that the lake slopes have been surveyed and are in substantial compliance with the licensed plans, shall be submitted by a Professional Engineer registered in the State of Florida. The letter must be submitted to the Department within thirty (30) days from completion of final grading of the lake and prior to any Certificate of Occupancy being received for any structure surrounding the lake.**
8. **This permit does not constitute the approval required by Section 27-353(i), Broward County Code, to conduct dewatering operations at or within one-quarter mile radius of a contaminated site. Please contact the Pollution Prevention and Remediation Division at (954) 519-1260 for further information.**

**Project: Parkland Village**  
**License No: DF05-1113**

9. This project is located adjacent to a known archeological site. If during the progress of this project, prehistoric or historic artifacts such as pottery or ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native American cultures are encountered at any time within the project area, work should cease in the immediate vicinity of such discoveries. The Licensees or other designee should contact the Florida Department of State, Division of Historical Resources, Review and Compliance Section at 850-245-6333 or 800-847-7278, as well as the appropriate licensing agency office. Project activities should not resume without verbal and/or written authorization from the Division of Historical Resources.
10. If the approved license drawings or other attachments conflict with the specific conditions, then the specific conditions shall prevail.
11. Please be advised that applicants with projects 1 acre or greater in size are required to submit a Storm Water Notice of Intent application 48 hours prior to the commencement of construction to the Florida Department of Environmental Protection, NPDES Stormwater Notices Center, MS #2510, Florida Department of Environmental Protection, 2600 Blair Stone Road, Tallahassee, Florida 32399-2400. In addition, please submit a Stormwater Pollution Prevention Plan to the appropriate local jurisdiction (Broward County Water Resources Division, Drainage District, or municipality) showing all Best Management Practices to be implemented during the construction of the project. The plan must be on a 24" X 36" drawing.

**B. Compensatory Mitigation Area: (on-site)**

1. Construction and installation of the area shall be in accordance with plans dated 11/28/06 by the Department (attached) and associated information. The Area shall be installed **concurrently** with licensed construction.
2. The Areas shall be protected from construction-related runoff and development activities through the use of orange construction fence and siltation screening or hay bales around the perimeter of the Areas adjacent to the proposed development. The erosion protection devices shall be placed before the initiation of ground-disturbing activities and shall remain in place until all ground-disturbing activities adjacent to the Areas have concluded, at which time the devices shall be removed completely from the site.
3. Upon completion of the Area, the following documentation shall be submitted to the Department: (a) certification of elevations in relation to design, (b) verification of actual acreage, and (c) the time-zero monitoring report. This documentation is required within 30 days of completion of the Area and prior to any Certification of Occupancy being received for any structure on the site.
4. Introduction (direct or indirect) of Grass Carp (*Ctenopharyngodon idella*) is strictly prohibited. The Licensees shall properly employ and maintain Grass Carp exclusion devices as necessary to prevent entry into the area.

**Project: Parkland Village**  
**License No: DF05-1113**

5. A viable wetland system shall be established that replicates a natural reference wetland in basic structure and function. In order to assure that the Area becomes self-sustaining, the following criteria shall be met:
  - a) A minimum of 80% coverage by desirable wetland species after a two (2) year period and demonstration of persistence for three (3) additional years.
  - b) Less than 2% coverage by invasive exotic and undesirable species is allowable if plants are dispersed and not concentrated in any particular area. Exotic and undesirable species include, *but are not limited to*, Melaleuca, Australian pine, Brazilian pepper, bishofia, torpedo grass, primrose-willow, and cattail. Treatment efforts must be tailored to prevent these species from becoming reproductively mature.
  - c) A minimum of 80% survival of each planted species. This rate shall be maintained each quarter except where species composition, density of planted and recruitment species and overall wetland condition, growth rates and viability of the Area are of higher quality, as determined by the Department.
  - d) Hydrologic conditions and soil characteristics are in general conformity to those specified in plans. Data from the permanent surveyed staff gauges must be collected every two weeks and submitted with the quarterly monitoring reports.
  - e) Any preserved or planted species shall be maintained as to exhibit new growth and/or propagation, viability, and overall health.
  - f) Existing desirable wetland plant species shall not be injured or killed. Any plants killed will be replaced on a plant-for-plant basis for shrubs and groundcovers and on an inch-for-inch basis for trees
6. The Area shall be monitored and reports submitted quarterly for five (5) years describing in detail the condition of the Area relative to the reference wetland and the criteria listed above (B. 5.a-f).
7. The licensees shall be responsible for the successful completion of the mitigation work, including the monitoring and maintenance of the mitigation areas for the duration of the plan. The mitigation area shall not be turned over to another entity until the licensee has received written confirmation from the Department that the mitigation work has been accomplished as licensed.
8. The conservation areas shall be the perpetual responsibility of Parkland Vista Ltd. and GMAC Model Home Finance, LLC, unless the license is formally transferred. They may, in no way, be altered from their natural or licensed state as documented in this license, with the exception of restoration activities. Activities prohibited within the conservation area(s) include, but are not limited to: construction or placement of soil or other substances such as trash; removal or destruction of trees, shrubs or other vegetation (with

**Project: Parkland Village**  
**License No: DF05-1113**

the exception of exotic/nuisance vegetation) removal; excavation, dredging, or removal of soil material; diking or fencing; and any other activities detrimental to drainage, flood control, water conservation, erosion control or fish and wildlife habitat conservation or preservation.

9. Should the Department determine that the Area is not achieving the listed criteria during some portion of the monitoring period, the licensees shall prepare plans that demonstrate clearly how the problem(s) will be corrected and submit such plans immediately to the Department for approval. Those plans shall then be implemented within thirty (30) days of the Department's written approval.
10. A draft Conservation Easement and an Irrevocable Letter of Credit for \$105,000.00 have been submitted by the applicant. Should either of these documents be unacceptable to the County Attorney's Office or the County Commission, a replacement document shall be submitted in a form acceptable to the Department, the County Attorney's Office and the Commission within thirty (30) days of the Department's written notification that the document was unacceptable.
11. The Letter of Credit (LOC) includes construction, planting, monitoring and maintenance costs for the mitigation area. Upon EPD review and approval of all information required in Specific Condition B.3, the licensees may request the release of 35% of the construction and planting portion of the LOC, and an additional 15% two years thereafter if the site is in compliance with all license conditions. After the five year maintenance and monitoring period has elapsed and upon demonstration that the licensees have met the intent and all information requested in Specific Conditions B.3 and B.4, and if necessary B.5, the licensees may request the release of the monitoring and maintenance portion and the remaining construction funds of the LOC. All requests shall be made in writing to the Wetlands Resources Section of EPD.

**C. Compensatory Mitigation Area: (Off Site)**

1. Off site mitigation shall be in the form of the deduction of 0.20 herbaceous wetland credit from the Loxahatchee Mitigation Bank, as per the attached transfer of wetland mitigation credit document.

**D. Parkland Vista Ltd. and GMAC Model Home Finance, LLC shall be responsible for all general and specific conditions for the preservation and enhancement of the on-site mitigation area. The Loxahatchee Mitigation Bank shall be responsible for all specific conditions relevant to the off-site mitigation.**

**Project: Parkland Village**  
**License No: DF05-1113**

**E. A COPY OF THIS LICENSE SHALL BE KEPT ON SITE DURING ALL PHASES OF LICENSED CONSTRUCTION**

Recommended for approval by:

Linda Sunderland  
License Processor

Reviewed by:

Linda Sunderland  
Licensing/Section Manager

I have read the terms, conditions, requirements, limitations and restrictions set forth herein.  
I accept and agree to abide by all such provisions.

[Signature]  
Signature (Licensees or authorized agent)

11/30/06  
Date

Issued this 30 day of November, 2006

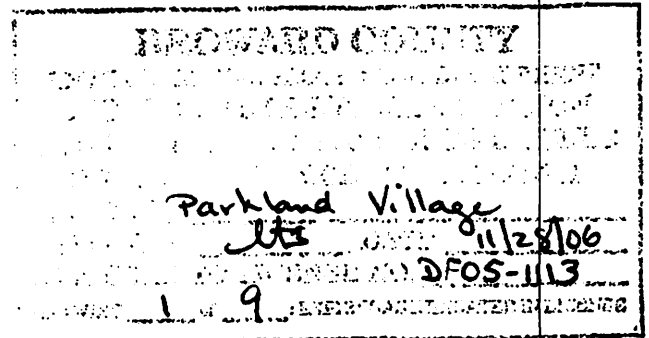
Expiration Date: 30 day of November, 2011

**BROWARD COUNTY**  
**ENVIRONMENTAL PROTECTION DEPARTMENT**

[Signature]  
Eric Myers, Director  
BIOLOGICAL RESOURCES DIVISION

**PARKLAND VILLAGE  
MITIGATION COST ESTIMATE  
CTA PROJECT NO. 04-0190**

|                          |                     |
|--------------------------|---------------------|
| Earthwork                | \$ 75,000.00        |
| Planting                 | \$ 10,000.00        |
| Maintenance (5 years)    | \$ 5,000.00         |
| Monitoring (5 years)     | <u>\$ 15,000.00</u> |
| Total Cost including 10% | \$105,000.00        |



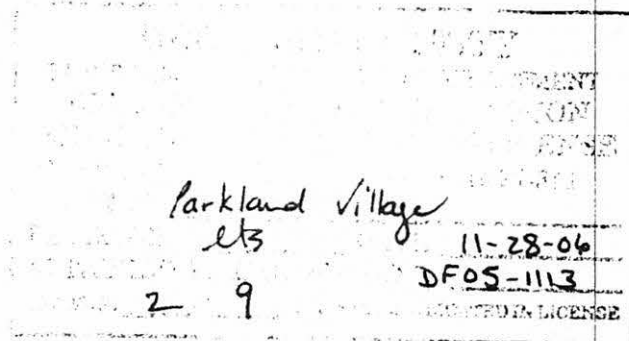


TETRA TECH EC, INC.

## EXHIBIT 2

September 14, 2006

Mark Bidwell  
Director of Entitlements  
TOUSA Homes  
123 NW 13<sup>th</sup> Street  
Suite 300  
Boca Raton, FL 33432



Subject: Loxahatchee Mitigation Bank  
Executed Credit Sales Contract #1150  
Project: Parkland Village

Dear Mr. Bidwell:

This letter serves as confirmation that you have executed a contract with Tetra Tech EC, Inc. for the reservation of 0.20 freshwater herbaceous wetland credits at the Loxahatchee Mitigation Bank for your project known as Parkland Village, located in Broward County, Florida.

Enclosed for your records is the original of the executed Contract No. 1150 for Sale and Purchase of Mitigation Credits. Also enclosed is a signed receipt indicating that you have paid to Tetra Tech EC, Inc. the contract purchase price.

Please keep in mind the date of November 10 2006, by which time you should have received your permit from the ACOE and license from Broward County Environmental Protection Department, and notified Tetra Tech EC, Inc. to initiate the transfer of credits to your project.

We truly appreciate your business. Should you have questions concerning the attached documents or other matters related to this transaction, please contact me at (772) 781-3414.

Sincerely,

Kristin K. Bennett  
Project Development and Management

Enclosures

cc: (w/o Enclosures) Tyler Chappell, The Chappell Group, Inc.



[www.ttfwi-lmb.com](http://www.ttfwi-lmb.com)

739 South Federal Highway, Suite 100 Stuart, FL 34994  
Tel 772 781 3400 Fax 772 781 3411  
[www.tteci.com](http://www.tteci.com)



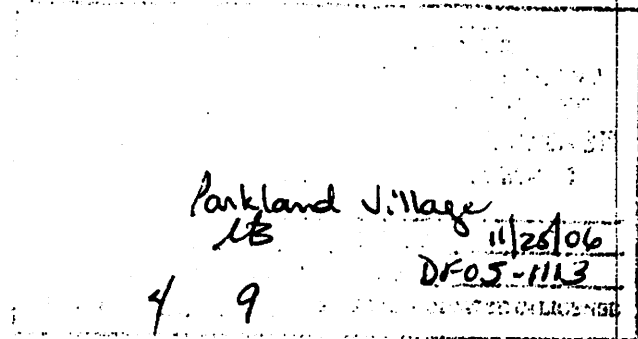
**PARKLAND VILLAGE  
PARKLAND, FLORIDA  
Monitoring and Maintenance Plan  
TCG Project No. 04-0190.002**

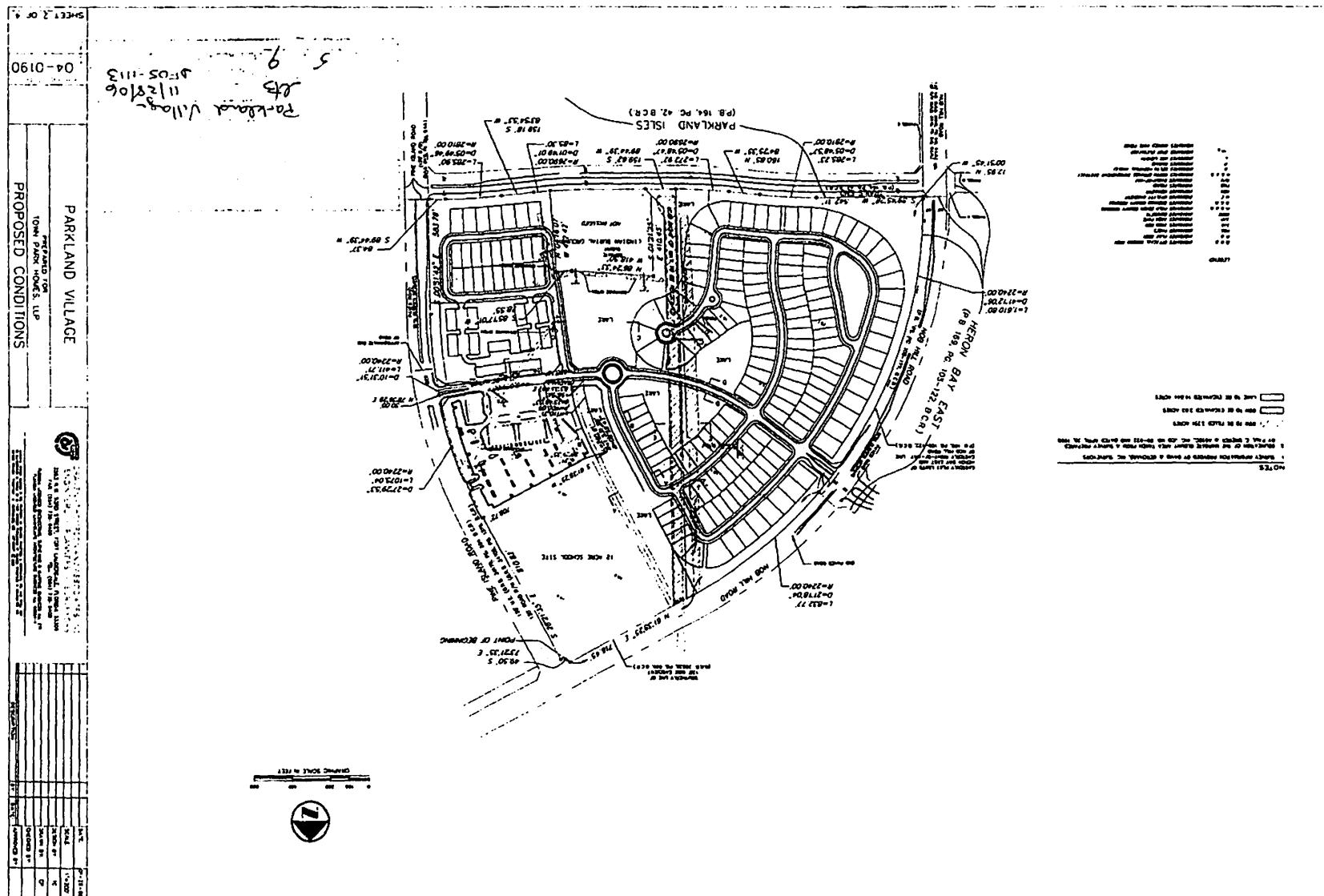
Parkland Village  
11/28/06  
DFO5-1113  
NRE

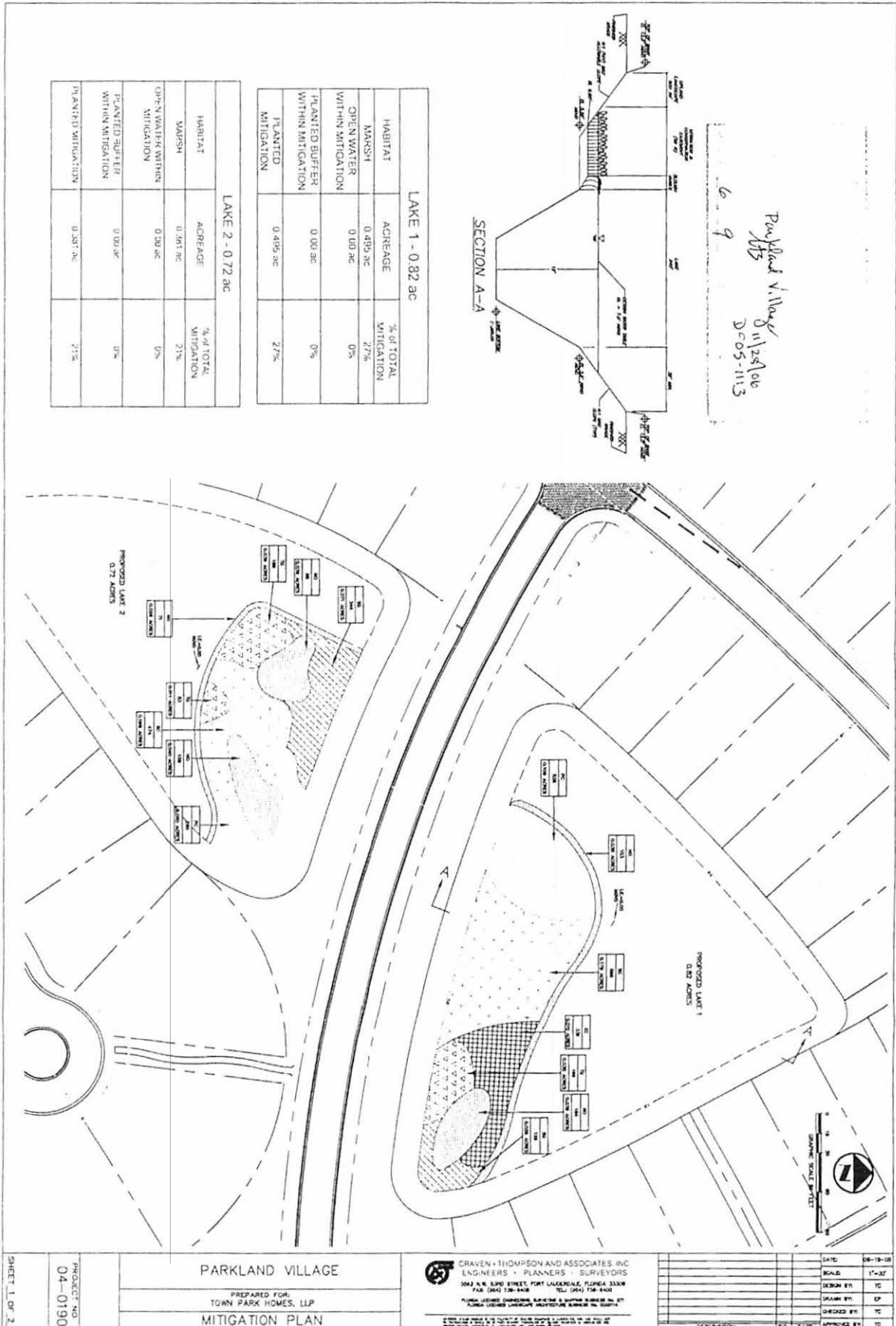
1. During construction of the mitigation area, and upon the final grading, the site will be reviewed by an appropriate environmental professional to determine if the wetland restoration has been established based on the design criteria and if the appropriate water depths have been established pursuant to the proposed water table hydrograph. This assessment will also review potential water quality problems such as high levels of turbidity, and make recommendations for corrective action.
2. During the planting process, an appropriate environmental professional will be available to assist, direct, and facilitate the planting process in order to make sure that the appropriate design criteria are met. Upon completion of the planting, a time zero report will be completed to determine if the appropriate quantities of plant material have been established. The Time Zero report will be submitted within 30 days of completion.
3. The quantitative monitoring of mitigation area will include three (3) one meter quadrat samples along two (2) transects to determine the percent aerial coverage and survival rate of herbaceous and woody species. At each sampling location, a permanent stake will be placed in order to complete the sampling of the area.
4. Panoramic photographic locations will be established. Percent coverage in selected locations will be determined and survival rate will be established. Photographic stations and the location of the transect are shown on the monitoring plan.
5. One (1) staff gauge will be placed within the lake system of the mitigation areas and recorded at each quarterly monitoring period. An annual hydrograph will be prepared based upon the data gathered and rainfall data sets.
6. Observations of fish and wildlife will be recorded on each monitoring event.
7. Quantitative monitoring will be completed quarterly for five years, with reports submitted to the District annually. A total of 5 reports plus the time zero report will be submitted to the District/ACOE with BCEPD receiving a total of 21 reports.
8. If the 80% of survival and coverage required is not achieved in the first two years than corrective action will be taken to achieve these requirements. Additional material will be planted within the mitigation using the same species type, spacing, and sizes as permitted. Exotics must be maintained within the mitigation area and can not exceed 2% coverage within the mitigation area. Maintenance will be performed as needed to insure that this requirement is achieved.
9. Maintenance will be conducted depending on the needs of the wetland restoration area, and can be determined through the monitoring effort. Species to be eradicated include cattail, primrose willow, melaleuca, Brazilian pepper, torpedo grass, Australian pine, shoe-button ardisia, earleaf acacia, schefflera and any other exotic/nuisance species as listed

by Florida Exotic Pest Plant Council (EPPC). Trash and unnatural debris will be removed as needed.

10. Upon completion of the five (5) year monitoring and maintenance program, the Homeowners Association will be responsible for the perpetual maintenance of the conservation area as permitted by BCEPD and SFWMD.







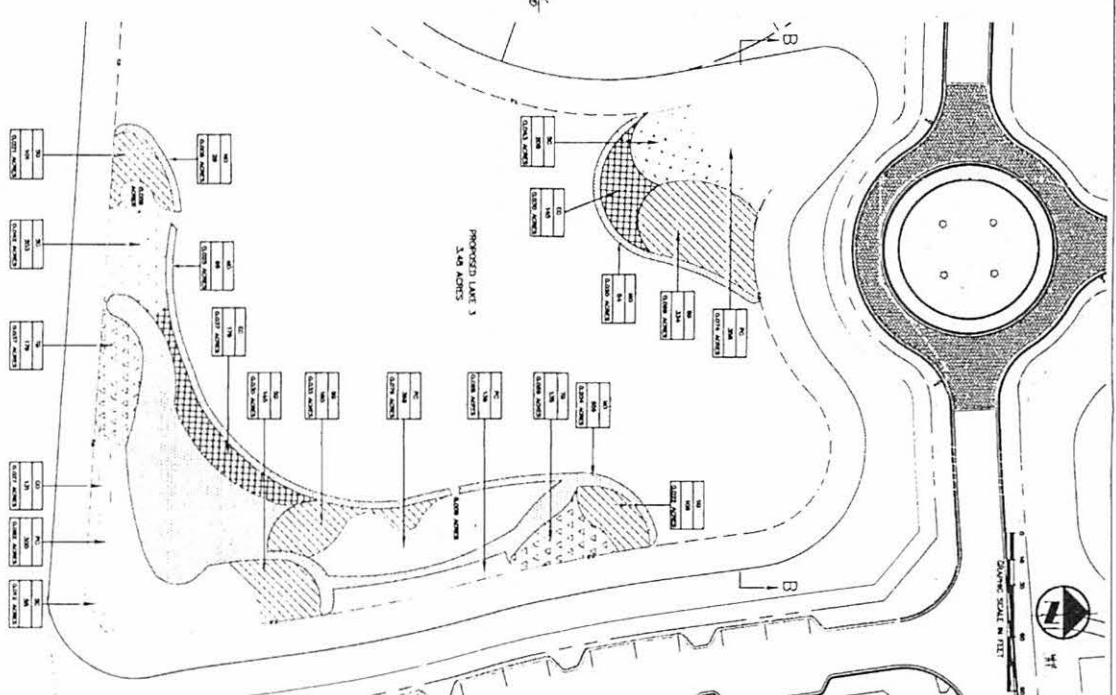
| Legend | Scientific Name                        | Common Name     | Spacing  | Quantity | Size          |
|--------|--|-----------------|----------|----------|---------------|
| PC     | <i>MASSO/WET PRAIRIE</i> (1,389 ACRES) |                 |          |          |               |
| SG     | <i>Scirpus americanus</i>              | Pine Swamp      | 3' a.c.  | 1,008    | Bermud 18-24" |
| EC     | <i>Echinochloa polystachya</i>         | Coast Arrowweed | 3' a.c.  | 1,079    | Bermud 18-24" |
| SC     | <i>Scirpus americanus</i>              | Spartan         | 3' a.c.  | 1,457    | Bermud 18-24" |
| CO     | <i>Cyperus americanus</i>              | Coast Burdock   | 3' a.c.  | 1,117    | Bermud 18-24" |
| TC     | <i>Thymophylla florida</i>             | Golden Cane     | 3' a.c.  | 1,543    | Bermud 18-24" |
| NO     | <i>Scirpus americanus</i>              | White Water Lay | 4' a.c.  | 1,008    | Bermud 18-24" |
| TOTALS |  |                 | Subtotal | 1,008    |               |
|        |  |                 | Total    | 9,223    |               |

NOTES:  
1. SCIRPUS - 4 FEET ON CENTER. WET PRAIRIES/MARSH - 3 FEET ON CENTER. UNLESS OTHERWISE NOTED ON PLANS.  
2. PLANT SPECIES AND QUANTITIES ARE RECOMMENDATIONS BASED UPON AVAILABILITY OF PLANT MATERIALS, LOCAL FIELD CONDITIONS OR OTHER FACTORS. ANY SUCH SUBSTITUTIONS MUST BE APPROVED IN WRITING BY THE SUPERVISING ARCHITECT PRIOR TO PLANTING.  
3. REMAINING ACREAGE (0.20 ACRES) PURCHASED OFF-SITE AT LEXINGTON WITHIN BANK.

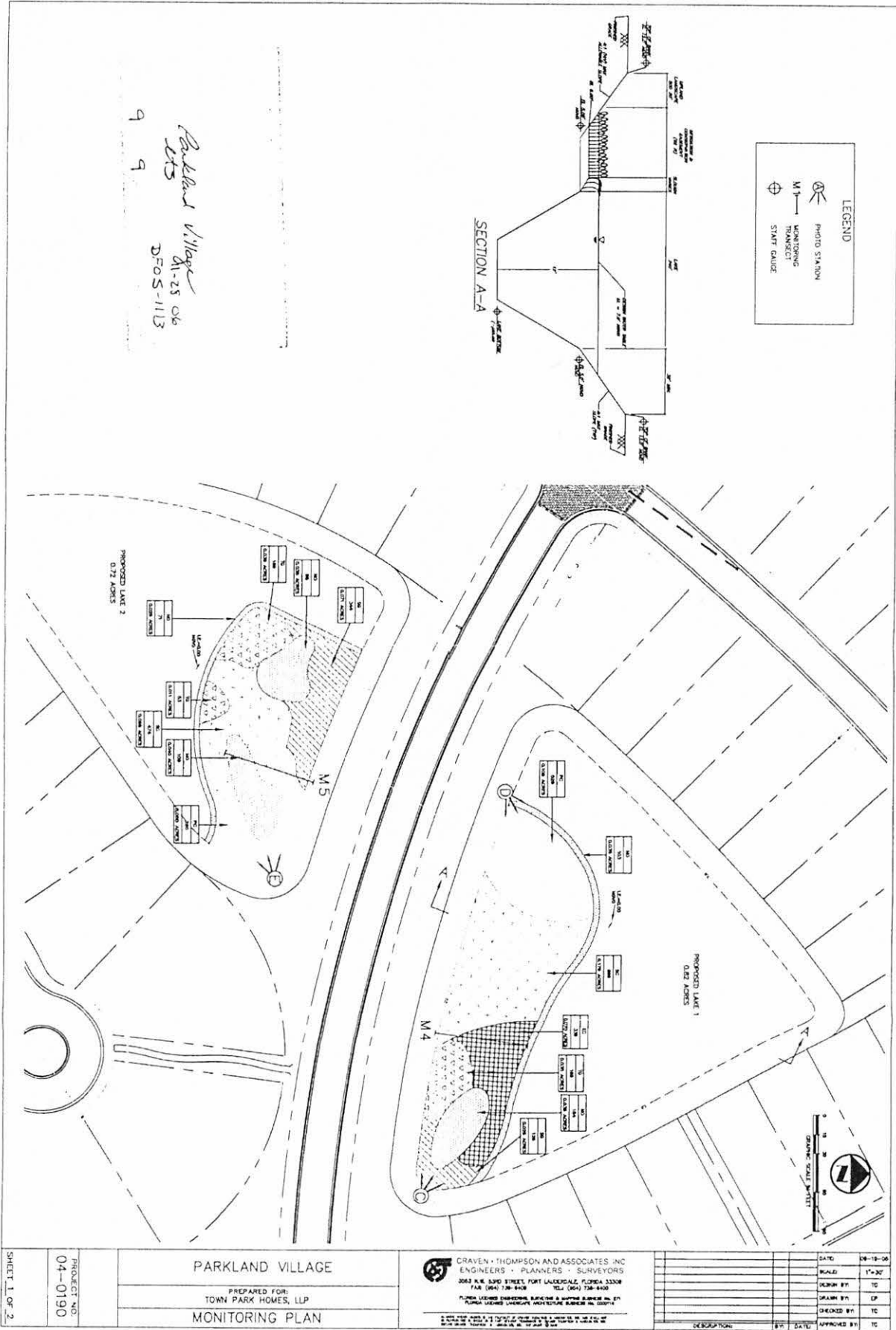
### SECTION B-B

Parkland Village  
11/25/06  
D-05 11/3

| LAKE 3 - 3.48 AC |         |                      |  |
|------------------|---------|----------------------|--|
| WATERWAY         | ACREAGE | % of TOTAL WATERSHED |  |
| LAKE 3           | 3.48 AC | 71.1%                |  |
| LAKE 4           | 1.07 AC | 30.9%                |  |
| LAKE 5           | 0.11 AC | 3.1%                 |  |
| LAKE 6           | 0.11 AC | 3.1%                 |  |
| LAKE 7           | 0.11 AC | 3.1%                 |  |
| LAKE 8           | 0.11 AC | 3.1%                 |  |
| LAKE 9           | 0.11 AC | 3.1%                 |  |
| LAKE 10          | 0.11 AC | 3.1%                 |  |
| LAKE 11          | 0.11 AC | 3.1%                 |  |
| LAKE 12          | 0.11 AC | 3.1%                 |  |
| LAKE 13          | 0.11 AC | 3.1%                 |  |
| LAKE 14          | 0.11 AC | 3.1%                 |  |
| LAKE 15          | 0.11 AC | 3.1%                 |  |
| LAKE 16          | 0.11 AC | 3.1%                 |  |
| LAKE 17          | 0.11 AC | 3.1%                 |  |
| LAKE 18          | 0.11 AC | 3.1%                 |  |
| LAKE 19          | 0.11 AC | 3.1%                 |  |
| LAKE 20          | 0.11 AC | 3.1%                 |  |
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| LAKE 99          | 0.11 AC | 3.1%                 |  |
| LAKE 100         | 0.11 AC | 3.1%                 |  |







*Parkland Village*  
04-25-06  
DFO-S-1113  
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