

Document prepared by:
Facility Management, Planning & Site Acquisition
The School Board of Broward County, Florida
600 SE Third Avenue
Fort Lauderdale, FL 33301

Return recorded document to:
Broward County Environmental Protection Department
115 S Andrews Ave., Room A-240
Fort Lauderdale, FL 33301

PID# 514017020050

**JOINT DEED OF CONSERVATION
EASEMENT AND AGREEMENT**

THIS DEED OF CONSERVATION EASEMENT ("Conservation Easement") is given this 18th day of September, 2007 by The School Board of Broward County, Florida, a body corporate of the state of Florida, located at 600 SE Third Avenue, Fort Lauderdale, Florida 33301 ("Grantor") to the South Florida Water Management District, 3301 Gun Club Road, West Palm Beach, Florida 33406, and Broward County, a political subdivision of the state of Florida, their successors and assigns (collectively referred to as "Grantees"), whose post office is 115 South Andrews Avenue, Suite 423, Fort Lauderdale, Florida 33301.

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 incorporated herein by reference and referred to herein as the "Property"; and

WHEREAS, the Grantor desires to construct (name of project) South Area Portable Site ("Project") on the Property, which Project is subject to regulatory jurisdiction of the South Florida Water Management District ("District") and the Broward County Environmental Protection Department ("EPD"); and

WHEREAS, EPD License No. DF07-1091 ("EPD License") as may be modified or reissued and District Permit No. 06-03673-P ("District Permit") as may be modified authorizes certain activities that may impact wetlands or may require the preservation of wetlands on the Project site; and

WHEREAS, the Grantor has developed and proposed as part of the license and permit conditions a conservation tract, and buffers, as described in Exhibit B attached hereto and incorporated by reference, involving creation, restoration, enhancement and/or preservation of the wetland and/or upland systems ("Conservation Area"); and

WHEREAS, the Grantor, in consideration of the consent granted by the EPD License and District Permit, is agreeable to granting and securing to the Grantees a perpetual Conservation Easement as defined in Section 704.06, Florida Statutes (2003), as amended, over the Conservation Area.

Approved BCC 11/2/08 #31

Submitted By EPD

RETURN TO DOCUMENT CONTROL 12

NOW, THEREFORE, in consideration of the issuance of the EPD License and District Permit, to construct and operate the permitted activity, Grantor hereby grants, creates, and establishes a perpetual Conservation Easement for the Grantees upon the Conservation Area which shall run with the property as described in Exhibits A and B, and be binding upon the Grantor, its heirs, successors or 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 and/or water of the Conservation Area in their natural, vegetative, hydrologic, 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 Conservation Area will be retained and maintained forever predominantly in the vegetative and hydrologic condition as specified in the EPD License and District Permit. The Conservation Area shall be maintained forever by the Grantor, its heirs, successors, or assigns, in the enhanced, restored, preserved and/or created conditions required by the EPD License and District Permit. To carry out this purpose, the following rights are conveyed to Grantees by this easement:
 - (a) To enter upon the Conservation Area (Exhibit B) in a reasonable manner and at reasonable times with any necessary equipment or vehicles to ensure compliance and to enforce the rights herein granted, and to cross such portions of the Property (Exhibit A) as reasonably necessary to exercise such right.
 - (b) To enjoin any activity on or use of the Conservation Area that is inconsistent with this Conservation Easement and to enforce the restoration of such areas or features of the Conservation Area that may be damaged by any inconsistent activity and/or use. Grantees shall be entitled to recover the cost of restoring the land to the natural vegetative, hydrologic, scenic, open, agricultural or wooded condition existing at the time of execution of this Conservation Easement or to the vegetative and hydrologic condition required by the aforementioned EPD License and District Permit, whichever enhancement is the most environmentally desirable to Grantees. These remedies are in addition to any other remedy, fine or penalty which may be applicable under the most recent versions of Chapter 27, Broward County Code of Ordinances, Chapter 40E-4, F.A.C., et. seq., Chapter 373, Florida Statutes, or otherwise which may be available by law.
2. Except for the restoration, creation, enhancement, maintenance, and monitoring activities and other activities and improvements related to the Conservation Area

that are permitted or required by the EPD License and the District Permit, the following activities are prohibited in or on the Conservation Area, 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 nuisance and exotic vegetation as approved by EPD and 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 vegetative and hydrologic condition as specified in the EPD License and District Permit;
 - (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, 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 Conservation Area having historical, archeological or cultural significance.
3. Grantor reserves all rights as owner of the Conservation Area, including the right to engage in uses of the Conservation Area that are not prohibited herein and which are not inconsistent with the intent and purpose of this Conservation Easement.
4. No right of access by the general public to any portion of the Conservation Area is conveyed by this Conservation Easement.
5. Grantees shall not be responsible for any costs or liabilities related to the operation, upkeep, and maintenance of the Conservation Area and Grantor does hereby indemnify and hold harmless the Grantees from the same.
6. Grantor shall pay any and all real property taxes and assessments levied by competent authority on the Conservation Area.

7. The terms and conditions of this Conservation Easement may be enforced by the Grantees by injunctive relief and other available remedies. In any action in which the Grantees prevail, the Grantees shall be entitled to recover the cost of restoring the Conservation Area to the natural vegetative, hydrologic, scenic, open, agricultural or wooded condition existing at the time of execution of this Conservation Easement or to the vegetative and hydrologic condition required by the aforementioned EPD License and District Permit. 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 the most recent versions of Chapter 27 of the Broward County Code of Ordinances, Chapter 40E-4, F.A.C., et. seq., Chapter 373, Florida Statutes, or as otherwise provided by law.
8. Enforcement of the terms and provisions of the Conservation Easement shall be at the reasonable discretion of Grantees, and any forbearance on behalf of Grantees to exercise their rights hereunder in the event of any breach hereof by Grantor, shall not be deemed or construed to be a waiver of Grantees' rights hereunder.
9. Grantees will hold this Conservation Easement exclusively for conservation purposes. Grantees will not assign their rights and obligations under this Conservation Easement except to another organization qualified to hold such interests under the applicable state laws.
10. Grantor agrees to restore the Conservation Area to the vegetative and hydrologic condition required by the aforementioned EPD License and District Permit if any third party exercises any easement right or property interest or conducts any other activity on the property that causes damage, degradation or negative impacts to the Conservation Area.
11. Grantor's obligation to retain and maintain the Conservation Area forever predominantly in the vegetative and hydrologic condition as herein specified shall run with the property described in Exhibits A and B, and shall be binding upon the Grantor, its heirs, successors or assigns and shall inure to the benefit of the Grantees, and their successors and assigns as more particularly set forth herein. The intent of this Conservation Easement is that the responsibilities and liabilities associated with the Conservation Easement shall run with the property described in Exhibits A and B, and be binding upon the fee simple title holder of the property as required hereunder.
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 described in Exhibit A or B. Any future holder of the Grantor's interest in the property described in Exhibit A or B 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 of Broward County.

TO HAVE AND TO HOLD unto Grantees, their 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 described in Exhibits A and B.

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

(INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, The School Board of Broward County, Florida has
hereunto set its authorized hand this 18th day of September, 20 07.

OWNER - CORPORATION/PARTNERSHIP

Witnesses (if partnership)

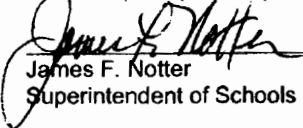
(Signature) _____

Print Name _____

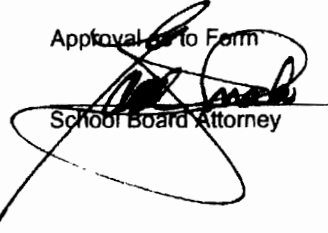
(Signature) _____

Print Name _____

ATTEST (if corporation)

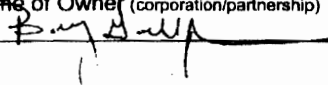

James F. Notter
Superintendent of Schools

Approval of Form


School Board Attorney

The School Board of Broward County,
Florida

Name of Owner (corporation/partnership)

By 

Print Name: Beverly A. Gallagher

Title Chair

Address 600 SE Third Avenue

Fort Lauderdale, Florida, 33301

18th day of September, 20 07.

(CORPORATE SEAL)

ACCEPTANCE BY BROWARD COUNTY

The Broward County Board of County Commissioners hereby accepts this
Conservation Easement for EPD License No. _____.

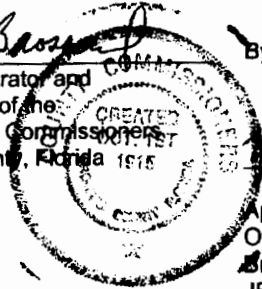
ATTEST:

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

R. H. B...
County Administrator and
Ex-Officio Clerk of the
Board of County Commissioners
of Broward County, Florida

By *[Signature]* Mayor

On _____ day of *December*, 200*8*.



Approved as to form by
Office of County Attorney
Broward County, Florida
JEFFREY J. NEWTON, County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

[Signature]
Sr. Assistant County Attorney

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Legal Form Approved _____

Print Name _____

Date _____

IBI GROUP	IBI GROUP, Inc. AUTHORIZATION # LB 5810 ENGINEERS SURVEYORS PLANNERS LANDSCAPE ARCHITECTS ENVIRONMENTAL CONSULTANTS 2200 PARK CENTRAL BLVD. N. 2803 MANTLAND CENTER PARKWAY SUITE 100 SUITE C POMPAHO BEACH, FLORIDA, 33064 MANTLAND, FLORIDA, 32751 (954) 974-2200 (407) 880-2120	EXHIBIT A
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LEGAL DESCRIPTION:

Tract 45, LESS the West 1/2 thereof, of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1 of Section 17, Township 51 South, Range 40 East, according to the Map or Plat thereof, as recorded in Plat Book 2, Page 17, Public Records of Miami-Dade County, Florida. Being and situate in Broward County, Florida.

Subject to existing easements, rights-of-way, covenants, reservations and restrictions of record, if any.

Said lands situate lying and being in the city of Pembroke Pines, Broward County, Florida.

(NOT A SURVEY-SKETCH AND DESCRIPTION ONLY)

NOTES:

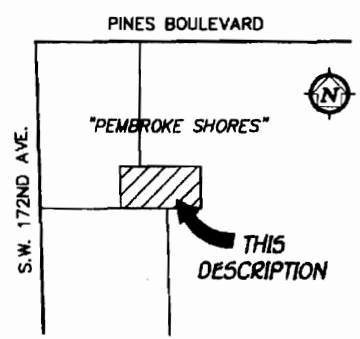
- UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- LANDS SHOWN HEREON WERE NOT ABSTRACTED BY IBI GROUP, INC. FOR EASEMENTS AND RIGHTS-OF-WAY OF RECORD.
- DATA SHOWN HEREON WAS COMPILED FROM OTHER INSTRUMENTS AND DOES NOT CONSTITUTE A FIELD SURVEY.
- BEARINGS ARE BASED ON THE SOUTH BOUNDARY OF PARCEL D (SCHOOL SITE) "PEMBROKE SHORES" PLAT BOOK 157, PAGE 22, MIAMI-DADE COUNTY RECORDS. SAID SOUTH BOUNDARY BEARING NORTH 89°38'15" EAST.
- IBI GROUP, INC.'S CERTIFICATE OF AUTHORIZATION No. 5810, IS ISSUED BY THE FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION.

CERTIFICATION:

I HEREBY CERTIFY that the attached Sketch and Description is true and correct to the best of my knowledge and belief and that it meets the Minimum Technical Standards set forth by the Florida Board of Professional Surveyors And Mappers in Chapter 61G17-8, Florida Administrative Code.

For The Firm:
IBI Group, Inc.


JAMES A. HAMILTON, III, P.S.M.
 PROFESSIONAL SURVEYOR and MAPPER #3408 STATE OF FLORIDA



LOCATION MAP

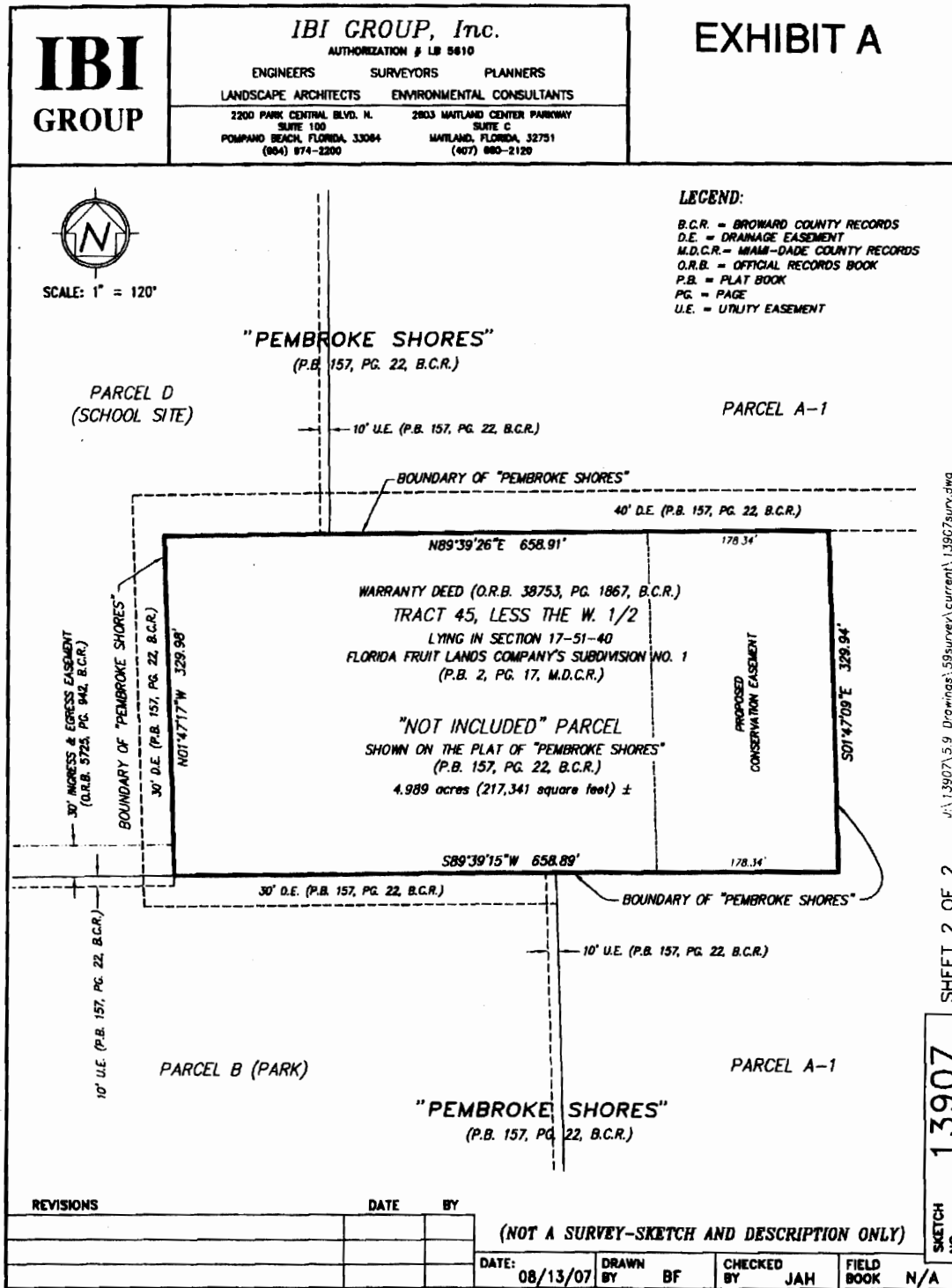
REVISIONS	DATE	BY	

DATE:	DRAWN BY:	CHECKED BY:	FIELD BOOK:	N/A
08/13/07	BF	JAH	N/A	

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SHEET 1 OF 2

SKETCH NO. 13907



IBI GROUP	IBI GROUP, Inc.	
	AUTHORIZATION # LB 5810	
	ENGINEERS	SURVEYORS
	LANDSCAPE ARCHITECTS	ENVIRONMENTAL CONSULTANTS
	2200 PARK CENTRAL BLVD. N. SUITE 100 POMPAHO BEACH, FLORIDA 33064 (954) 874-2200	2603 MANTLAND CENTER PARKWAY SUITE C MANTLAND, FLORIDA 32751 (407) 880-2120

EXHIBIT B**LEGAL DESCRIPTION: CONSERVATION EASEMENT**

A portion of Tract 45, FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1 of Section 17; Township 51 South, Range 40 East, according to the Plat thereof, as recorded in Plat Book 2, Page 17, of the Public Records of Miami-Dade County, Florida, described as follows:

BEGINNING at the Southeast corner of said Tract 45; Thence South 89°39'15" West along the Southerly boundary of said Tract 45, a distance of 178.34 feet; Thence North 01°47'09" West along a line 178.28 feet Westerly from and parallel with, as measured at right angles to the Easterly boundary of said Tract 45, a distance of 329.95 feet; Thence North 89°39'26" East along the Northerly boundary of said Tract 45, a distance of 178.34 feet; Thence South 01°47'09" East along the Easterly boundary of said Tract 45, a distance of 329.94 feet to the POINT OF BEGINNING.

Containing 1.350 acres (58,822 square feet), more or less.

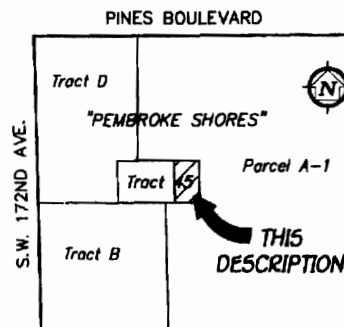
Subject to existing easements, rights-of-way, covenants, reservations and restrictions of record, if any.

Said lands situate lying and being in the city of Pembroke Pines, Broward County, Florida.

(NOT A SURVEY-SKETCH AND DESCRIPTION ONLY)

NOTES:

- UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- LANDS SHOWN HEREON WERE NOT ABSTRACTED BY IBI GROUP, INC. FOR EASEMENTS AND RIGHTS-OF-WAY OF RECORD.
- DATA SHOWN HEREON WAS COMPILED FROM OTHER INSTRUMENTS AND DOES NOT CONSTITUTE A FIELD SURVEY.
- BEARINGS ARE BASED ON THE SOUTH BOUNDARY OF PARCEL D (SCHOOL SITE) "PEMBROKE SHORES" PLAT BOOK 157, PAGE 22, MIAMI-DADE COUNTY RECORDS. SAID SOUTH BOUNDARY BEARING NORTH 89°39'15" EAST.
- IBI GROUP, INC'S CERTIFICATE OF AUTHORIZATION No. 5810, IS ISSUED BY THE FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION.



LOCATION MAP
NOT TO SCALE

CERTIFICATION:

I HEREBY CERTIFY that the attached Sketch and Description is true and correct to the best of my knowledge and belief and that it meets the Minimum Technical Standards set forth by the Florida Board of Professional Surveyors And Mappers in Chapter 61G17-8, Florida Administrative Code.

For The Firm:
IBI Group, Inc.

[Signature]

JAMES A. HAMILTON, III, P.S.M.

PROFESSIONAL SURVEYOR and MAPPER #3408 STATE OF FLORIDA

REVISIONS	DATE	BY

DATE:	DRAWN BY:	CHECKED BY:	FIELD BOOK:
08/14/07	BF	JAH	N/A

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SHEET 1 OF 2

13907

SKETCH NO.

IBI GROUP

IBI GROUP, Inc.
AUTHORIZATION # LB 5610
ENGINEERS SURVEYORS PLANNERS
LANDSCAPE ARCHITECTS ENVIRONMENTAL CONSULTANTS

2200 PARK CENTRAL BLVD. N. SUITE 100
POMPAHO BEACH, FLORIDA 33084
(954) 874-2200

2803 HATLAND CENTER PARKWAY SUITE C
HATLAND, FLORIDA 32751
(407) 880-2120

EXHIBIT B

LEGEND:
B.C.R. = BROWARD COUNTY RECORDS
D.E. = DRAINAGE EASEMENT
M.D.C.R. = MIAMI-DADE COUNTY RECORDS
O.R.B. = OFFICIAL RECORDS BOOK
P.B. = PLAT BOOK
PG. = PAGE
U.E. = UTILITY EASEMENT

"PEMBROKE SHORES"
(P.B. 157, PG. 22, B.C.R.)

PARCEL D
(SCHOOL SITE)

10' U.E. (P.B. 157, PG. 22, B.C.R.)

BOUNDARY OF "PEMBROKE SHORES"

40' D.E. (P.B. 157, PG. 22, B.C.R.)

N. BOUNDARY TRACT 45

WARRANTY DEED (O.R.B. 38753, PG. 1867, B.C.R.)
TRACT 45, LESS THE W. 1/2
LYING IN SECTION 17-51-40
FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1
(P.B. 2, PG. 17, M.D.C.R.)

"NOT INCLUDED" PARCEL
SHOWN ON THE PLAT OF "PEMBROKE SHORES"
(P.B. 157, PG. 22, B.C.R.)

S. BOUNDARY TRACT 45

30' D.E. (P.B. 157, PG. 22, B.C.R.)

BOUNDARY OF "PEMBROKE SHORES"

10' U.E. (P.B. 157, PG. 22, B.C.R.)

PARCEL B (PARK)

POINT OF BEGINNING
S.E. CORNER TRACT 45
(P.B. 2, PG. 17, M.D.C.R.)

PARCEL A-1

"PEMBROKE SHORES"
(P.B. 157, PG. 22, B.C.R.)

BOUNDARY OF "PEMBROKE SHORES"

30' INGRESS & EGRESS EASEMENT
(O.R.B. 5725, PG. 942, B.C.R.)

BOUNDARY OF "PEMBROKE SHORES"

30' D.E. (P.B. 157, PG. 22, B.C.R.)

BOUNDARY OF "PEMBROKE SHORES"

CONSERVATION EASEMENT

E. BOUNDARY TRACT 45

BOUNDARY OF "PEMBROKE SHORES"

MEASUREMENTS:
N89°39'26"E 178.34'
178.28'
S89°39'15"W 178.34'
S01°47'08"E 329.94'
N01°47'09"W 329.95'

REVISIONS	DATE	BY

(NOT A SURVEY-SKETCH AND DESCRIPTION ONLY)

DATE	DRAWN BY	CHECKED BY	FIELD BOOK	N/A
08/14/07	BF	JAH		

J:\3907\3.9 Drawings\59survey\current\13907survey.dwg
SHEET 2 OF 2
13907
SKETCH NO.



Mailing Address: 115 South Andrews Avenue, Room A-240 • Fort Lauderdale, Florida 33301 • 954-519-1230 • FAX 954-519-1412

January 23, 2008

Dear Mr. Hines:

This is to notify you of the Environmental Protection Department's (EPD) action concerning your application received April 3, 2007.

EPD has reviewed the project for compliance with Aquatic and Wetland Resource Protection Ordinance Sec. 27-331 through 27-341 of the Broward County Code.

Based on the information submitted, Environmental Resource License No. DFO7-1091 is hereby issued. The above named licensee is hereby authorized to perform the work per the approved drawings(s), plans, documents and specifications as submitted by the licensee, and made a part hereof. The above referenced approvals will remain in effect subject to the attached Broward County General Conditions, Broward County Specific Conditions, and attached exhibits.

Should you wish to object to the Agency action or file a petition, please provide written objections, petitions and/or waivers within ten (10) days from the rendition of the action (refer to the attached "Variance and Administrative Review Procedures", Chapter 27 -10 through 27-14) to:

Director, EPD
115 S. Andrews Avenue, Room A-240
Ft. Lauderdale, FL 33301

The "Notice of Rights" addresses the procedures to be followed if you desire a public hearing or review of the Agency's action.

Sincerely,

Linda Sundeland
for Eric Myers
Division Director

Date _____

1-23-08

ENC:

1. Environmental Resource License
2. One copy of stamped drawings (5 pages)
3. Variance and Administrative Review Procedures

CC: Patrea St. John, IBI Group

Broward County Board of County Commissioners
Josephus Eggleston, Jr. • Sue Gunzburger • Kristin D. Jacobs • Ken Keedick • Michael L. Lerner • Steven L. Miller • John E. Rodstrom, Jr. • Diana Wasserman-Rubin • Lois Wexler
www.broward.org



LICENSEE: School Board of Broward County
1700 NW 12th Ave.
Ft. Lauderdale, FL 33305

LICENSE NO.: 1700
E: 305-791-1111
F: 305-791-1111
E: 305-791-1111
F: 305-791-1111

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
DATE 10/1/2010 BY 60322 UCBAW/STP

[redacted] [redacted] under the provision of [redacted] the B [redacted] to cit
[redacted] Natural Resource Protection Act, hereinafter referred to as "the law," [redacted]
[redacted] licensee, is hereby authorized [redacted] the work [redacted] medica
and [redacted] [redacted] by ap [redacted]

Description of Work: This license authorizes the continuation of work under EPD permit number DFO2-1112 for impacts to low-quality melaleuca dominated wetlands and the on-site cumulative impact mitigation. The subject parcel was sold by the previous owner and licensee, Concilio Cristiano de Agua Viva, Inc., to the School Board who has proposed development within the licensed footprint. As the license expires on April 30, authorization for the project is given by the School Board, in lieu of a transfer, for 3.6 acres of wetland impacts, and the construction, monitoring and maintenance of the 1.35 acre mitigation area. The mitigation is located in the eastern portion of the parcel and comprises 0.7 acres of marsh, 0.9 acres of hydric plant life and 0.2 acres of transitional buffer.

Location of Work:

The project is located east of the SW 17th Avenue and south of SW 1st Street, 51S, and Range 40E, in the City of Pembroke Pines. The parcels' eastern boundary is the City of Pembroke Pines. The parcels' eastern boundary is the City of Pembroke Pines. The parcels' eastern boundary is the City of Pembroke Pines. No. 5140170200503

Construction shall be in accordance with Application DEP Form 62-147, both dated 03/28/07 and associated information, all of which are incorporated by reference into the permit. The permit is also subject to the 100-year plan mandated by the Department on 03/16/08 (attached DE and with the permit) and the specific Conditions of the license. Information in EPD File DFO2-1112 is also incorporated by reference.

GENERAL CONDITIONS

- 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: Glades Middle School Mitigation
License No: DFO7-1091
Licensee: School Board of Broward County

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 problem(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 to within these limits [62-302.530(69) FAC].
5. 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 01/16/08 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.
6. 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.

B. Compensatory Mitigation (within Basin)

1. Construction and installation of the Area shall be in accordance with plans dated 01/16/08 the Department (attached) and associated information. The Area shall be installed concurrently with licensed construction.
2. 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 Certificate of Occupancy being received for any structure on the site.
3. 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.

Project: Glades Middle School Mitigation
License No: DFO7-1091
Licensee: School Board of Broward County

- 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, bischofia, 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 must be collected every two weeks and submitted with the quarterly monitoring reports.

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. 3.a-d**).

- 4. Should the Department determine that the Area is not achieving the listed criteria during some portion of the monitoring period; the licensee 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.
- 5. Permanent wetland signs shall be placed along the perimeter of the mitigation/conservation area depicting that the area is a Wetland Conservation Area protected by State and County ordinances.
- 6. Introduction (direct or indirect) of Grass Carp (*Ctenopharyngodon idella*) is strictly prohibited. The Licensee shall properly employ and maintain Grass Carp exclusion devices as necessary to prevent entry into the Area.
- 7. A Conservation Easement over the Area has been submitted by the applicant. Should the documents be unacceptable to 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.
- 8. Financial assurance in the form of Resolution #08-26 in the sum of \$85, 244.90 has been submitted by the applicant to cover construction, monitoring and maintenance of the mitigation area. Should the document be unacceptable to 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.

Project: Glades Middle School Mitigation
License No: DF07-1091
Licensee: School Board of Broward County

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

Recommended for approval by:

Reviewed by:

S. Chow

J. H. Hargis

License Processor

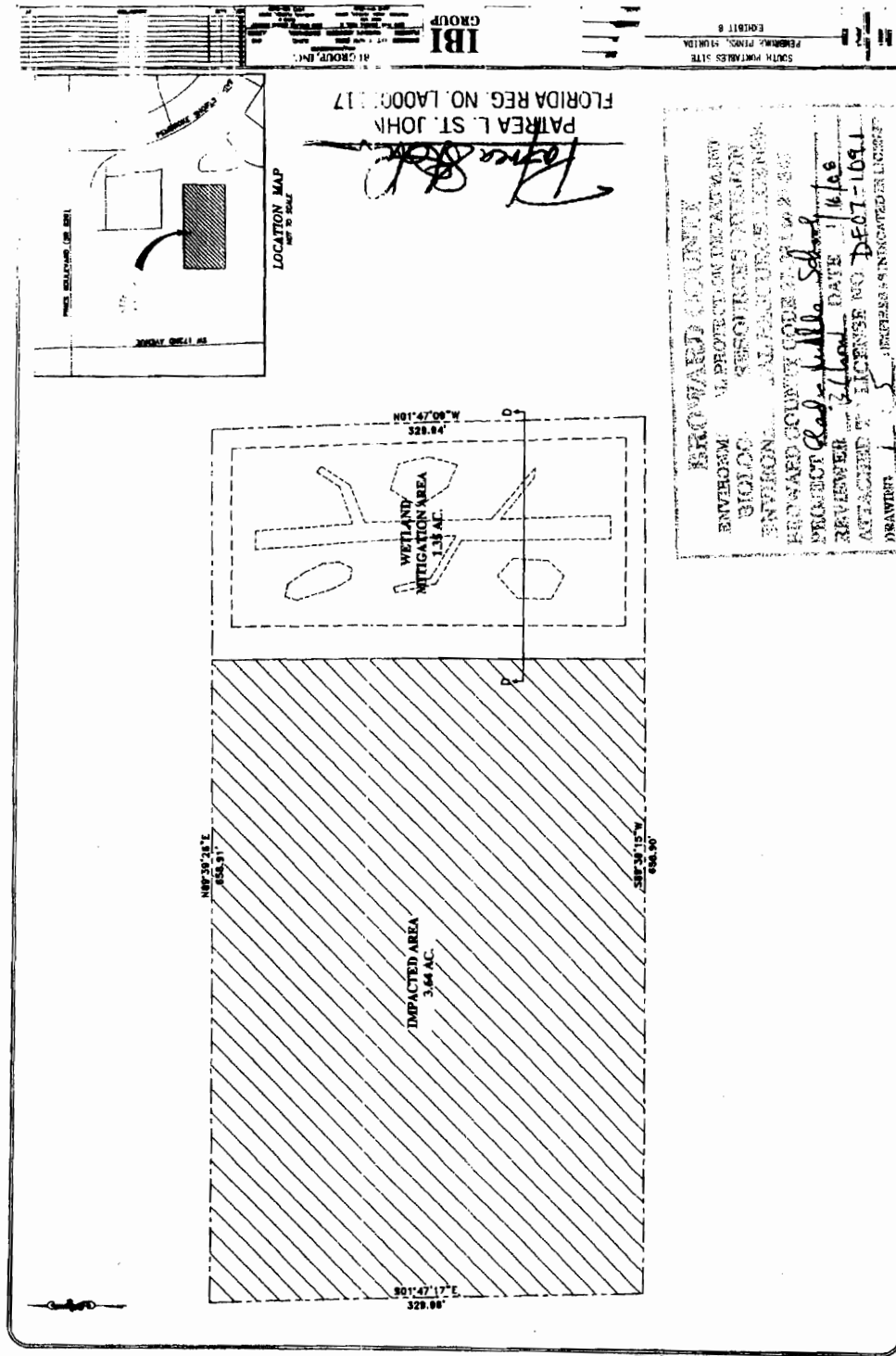
Licensing/Section Manager

Issued this 23 day of January 2008

Expiration Date: 23 January 2013

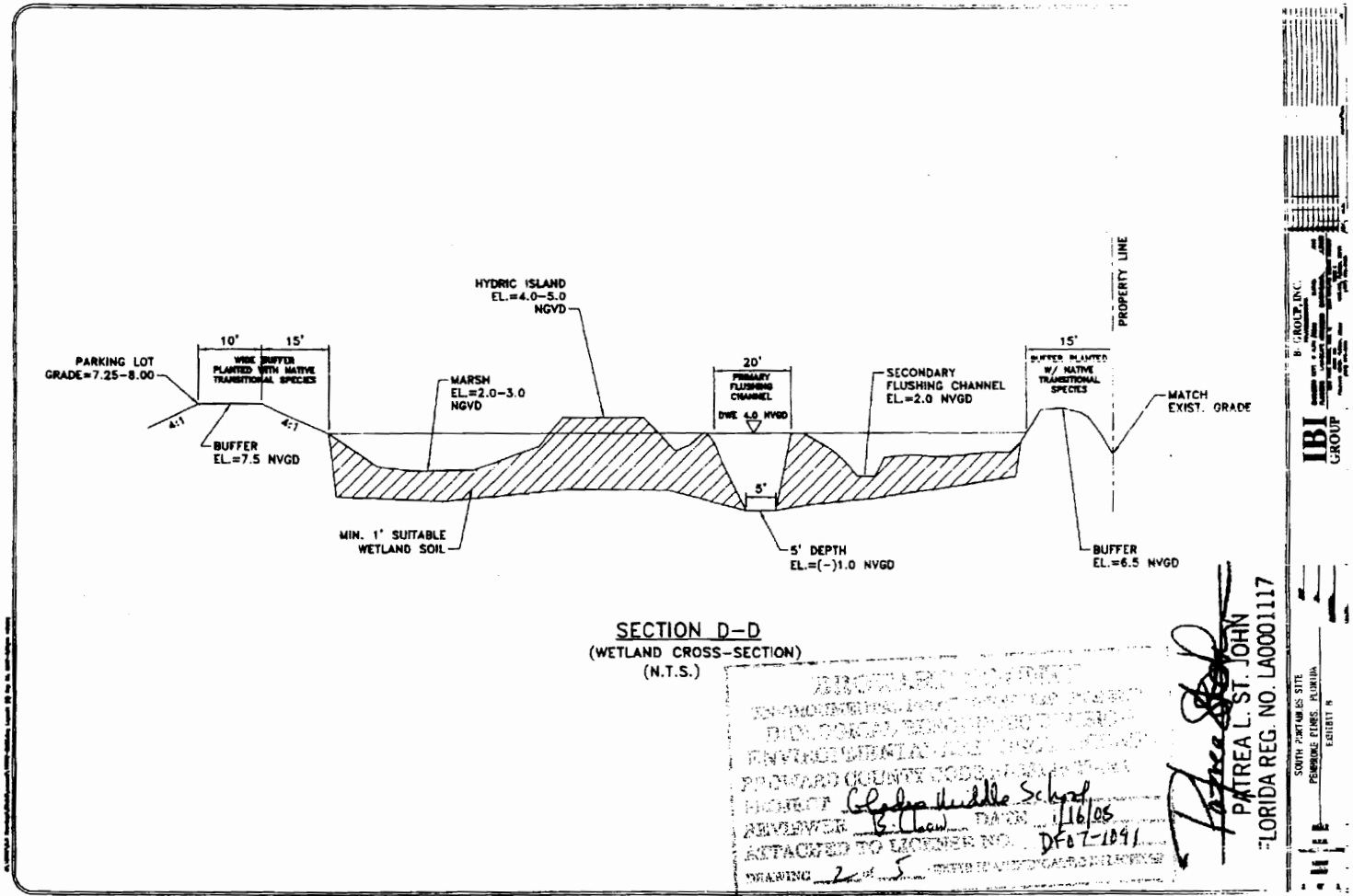
BROWARD COUNTY ENVIRONMENTAL PROTECTION DEPARTMENT

Linda Sundeland
for **ERIC MYERS, DIRECTOR**
BIOLOGICAL RESOURCES DIVISION



BROWARD COUNTY
 ENVIRONMENTAL PROTECTION DEPARTMENT
 BIODIVERSITY RESOURCES DIVISION
 ENVIRONMENTAL PLANNING & MONITORING
 BROWARD COUNTY CODE 22.10.2.3
 PROJECT: Red Hills School
 REVIEWER: John DATE: 1/14/08
 ATTACHED TO LICENSE NO. DE07-109.1
 DRAWN BY: 1-5 (IMPACTS/IMPACTED/IMPACT)

JUL 16 2007



OCT 16 2007

SOUTH PORTABLES SITE Wetland Mitigation Area Proposed Planting Plan				
Common Name	Botanical Name	~ Spacing/No. of Plants	~ Elevation Range NGVD	Plant Type
HYDRIC ISLANDS				
cypress	Taxodium spp.	Clumps ~10 ft. O.C./15	4 - 5	7 gallon mix
dahoon holly	Ilex cassine	Clumps ~10 ft. O.C./15	4 - 5	3 gallon
red maple	Acer rubrum	Clumps ~10 ft. O.C./15	4 - 5	3 gallon
cocoplum	Chrysobalanus icaco	5 ft. O.C./100	4 - 5	3 gallon
fakahatchee grass	Tripsacum dactyloides	5 ft. O.C. in Clumps/100	4 - 5	1 gallon
BUFFERS				
cabbage palm	Sabal palmetto	10 ft O.C./72	6.5	7 gallon
wax myrtle	Myrica cerifera	10 ft O.C./72	5 - 6.5	3 gallon
fakahatchee grass	Tripsacum dactyloides	5 ft. O.C. in Clumps/100	5 - 6	1 gallon
MARSH AREA				
beak rush	Rhynchospora microcarpa	3 ft O.C./880	2	bare root
spike rush	Eleocharis interstincta	3 ft O.C./880	2	bare root
duck potato	Sagittaria lancifolia	3 ft O.C./880	2	bare root
pickerelweed	Pontederia cordata	3 ft O.C./880	2	bare root
waterily	Nymphaea odorata	3 ft O.C. in primary flushing channel/450	1.5	bare root
fireflag	Thalia geniculata	3 ft O.C./880	2	bare root
Total Grass and Shrubs: 289		Total Herbaceous Plants: 5,520		

3
 5
 11/1/08
 2007-10/11

Site: South Portable Site
1.35 Acres of Parcel #5140-17-02-0050 (as shown in Exhibit B)
Owner: School Board of Broward County
Location: Pembroke Pines, FL

Wetland Mitigation Area Monitoring and Maintenance Plan

The wetland mitigation area monitoring events will begin at the Time Zero event and continue for a period of five years. The wetland mitigation area will be monitored quarterly for planting success, amount of desirable wetland plant recruitment, wildlife utilization, exotic (as listed by the Exotic Pest Plan Council [EPPS]) and undesirable vegetation encroachment, and physiochemical conditions. In addition, the wetland mitigation area staff gauge will be read on a monthly basis.

The staff gauge will be installed according to the attached permit sketches but will generally be as follows: One gauge will be installed in the proposed mitigation area on the edge of the secondary flushing channel. The staff gauge will be monitored on a bi-monthly basis and the readings included in the quarterly monitoring reports for Broward County DPEP and annual monitoring reports for SFWMD.

Pedestrian transects will be conducted during all site evaluations. Each quarterly monitoring event will include photographic documentation of existing conditions in the wetland mitigation area. The field transects, staff gauges, wildlife utilization and photographic reference points will be monitored and maintained throughout the five-year monitoring and maintenance period.

The results of the quarterly field evaluations will assist in identifying the progressive condition of the mitigation area and the impact of the hydrologic improvements resulting from the project. All monitoring event data will be utilized by maintenance crews as necessary to provide the most effective treatment of undesirable vegetation should invasion occur. This will ensure that the undesirable vegetation will be controlled prior to establishment and seed set. Further, the results of the quarterly monitoring events and the resulting treatment procedures will be included in the mitigation area monitoring reports, which will be provided to the permitting agencies.

All invasive exotic plants as defined by EPPC as Category I plants will be removed or killed in-place during initial wetland construction/restoration phase of the mitigation project. The elimination of the exotic vegetation will be coordinated with the permitting agency staff to provide the most appropriate control mechanism. During the construction of the mitigation projected as part of the perpetual maintenance of the mitigation areas, every effort will be taken to attain zero percent coverage of undesirable vegetation will be maintained at or below 2% of the total vegetative coverage in the mitigation area. Plants will be removed or killed in-place, depending upon which technique will result in greater protection to the wetland and produce the most desirable system-wide wetland benefit.

Perpetual maintenance will be implemented as part of the long-term maintenance plan. The applicant and/or their management company will conduct the maintenance and be responsible for all onsite wetland mitigation area maintenance efforts. This maintenance will help ensure that the conservation easement areas of the project will be maintained free from invasive exotic vegetation and nuisance plants according to the previously described criteria in perpetuity.

RECEIVED
BROWARD COUNTY
DEPARTMENT OF
ENVIRONMENTAL
PROTECTION
11/16/08
DFO-1091

Site: South Portable Site
 Portion of Parcel #5140-17-02-0050 as shown in Exhibit B
 Owner: School Board of Broward County
 Location: Pembroke Pines, FL

Wetland Mitigation Plan

The 1.35-acre onsite wetland mitigation area includes a total of 0.91 acres of marsh and 0.11 acres of hydric islands. Within the marsh area will be a total of 0.09 acres of primary and secondary flushing channels to enhance hydrology. Construction of the wetland will include lowering of the ground elevations by scraping the surface organic soils, removal of the underlying limestone and rock as necessary to attain a finished wetland marsh elevation of 2.0 feet NGVD at top of suitable wetland soils (minimum of 1 foot thick). This effort will include the removal of the invasive exotic vegetation such as melaleuca (*Melaleuca quinquenervia*) from the scraped organic soils. The wetland mitigation area will be constructed at elevations of 2.0 feet NGVD in the marsh and 4.0 feet in the hydric islands. The secondary flushing channels will be at elevation 1.0 NGVD and the primary flushing channel at (-)2.0' NGVD with a maximum depth of 5 feet. The buffers around the mitigation area will range in elevation from 4.0 to 6.5 NGVD.

The specific mitigation sequence will begin with the removal of the suitable soils and screening of the future wetland soil. All unsuitable debris and exotic vegetation will be removed and disposed of in an approved manner. The mitigation area subsurface soils will be lowered to suitable wetland elevations. The suitable wetland soils will then be replaced and graded to achieve a diverse habitat of flushing channels, hydric islands, hydric berms and marsh community. Suitable wetland vegetation will be installed following permitting agency review of the graded wetland area.

The Baseline Mitigation Area Monitoring Report will be conducted following removal of the invasive exotic vegetation but before beginning mitigation area work and will be provided to the permitting agencies. Site visits will be initiated with permitting agency staff during the Baseline phase of the project so that the final design and wetland planting parameters may be discussed in the field.

It is anticipated that the wetland mitigation restoration, creation and enhancement efforts will begin with the removal of the invasive exotic vegetation debris and surface soils.

Wetland mitigation area earthwork will continue for approximately two (2) months wherein the ground elevations will be lowered as necessary to the proposed wetland mitigation elevations of 2.0 to 5 feet NGVD, not including the flushing channels. The flushing channels will be constructed during this time but will be excavated to elevations ranging from 1.0 NGVD to (-)2.0' NGVD. This will result in the depths within the mitigation area of 5 feet based on design water elevations. This maximum depth will occur only in the primary flushing channel and constitute less than 10% of the wetland mitigation area.

Completion of the wetland mitigation area earthwork, and as-built survey of the area will be reviewed for consistency with the mitigation plan. Field evaluations will be requested from the permitting agency compliance staff. Following the field evaluations and confirmation that the wetland mitigation area is at projected elevations, the mitigation area will be planted according to the attached Wetland Mitigation Area Planting Plan.

Maintenance and monitoring of the wetland mitigation area will begin at the Time Zero Monitoring Report and continue for a period of five years. Following the acceptance of the mitigation area the Time Zero Monitoring Report, the five-year mitigation area maintenance and monitoring plan, and all subsequent maintenance of the mitigation area, will be conducted concurrently. Monitoring reports will be done on a quarterly basis for Broward County DPEP and annually for SFWMD.

REVIEWED
 ATTACHED TO LICENSE NO. 2007-10911
 DRAWING 3



I have read this document to be a true,
 correct and complete copy of the record
 filed in my office. Dated this 28th day
 of January, 2009.
 By Garrett J. [Signature] Deputy Clerk