

Prepared by:
Michael C. Owens, Sr. Ass't County Att'y
115 S. Andrews Ave, Room 423
Fort Lauderdale, FL 33301

Return original or certified
recorded document to:
Broward County Environmental Protection
and Growth Management Department
Environmental Engineering
and Permitting Division
1 North University Drive, Mailbox 201
Plantation, Florida 33324

DEED OF CONSERVATION EASEMENT – STANDARD

THIS DEED OF CONSERVATION EASEMENT ("Conservation Easement") is given this 15 day of APRIL, 2024 by FLYHLANDCO LLC, a Florida limited liability company ("Grantor") whose mailing address is 3051 W. State Road 84, Fort Lauderdale, Florida 33312 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. DF00-1007 ("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 to 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, FLYHLANDCO LLC, a Florida limited liability company ("Grantor") has hereunto set its authorized hand this 15 day of April, 2024.

FLYHLANDCO LLC,
a Florida limited liability company

By: [Signature]

Name: JOHN P. KELLY

Title: MANAGER

Signed, sealed and delivered in our presence as witnesses:

By: [Signature]
(Signature)

Name: Arianna Clark
(Print)

By: [Signature]
(Signature)

Name: Frank Gonzalez
(Print)

Post Office Address: 3051 W State Rd 84
City, State, Zip: Fort Lauderdale FL 33312

Post Office Address: 3051 W State Rd 84
City, State, Zip: Ft Lauderdale, FL 33312

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 15 day of April, 2024, by John P. Kelly, as the Manager of FLYHLANDCO LLC, a Florida limited liability company. He/She is ☒ personally known to me or ☐ has produced a _____ (state) driver's license as identification.

NOTARY PUBLIC, STATE OF FLORIDA

[Signature]
(Signature)

Margaret Kroll
(Name)

My Commission Expires: October 28, 2024



MORTGAGEE JOINDER, CONSENT AND SUBORDINATION

For Ten Dollars (\$10.00) and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, BANKUNITED, N.A., the owner and holder of a Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated October 3, 2023, in the original principal amount of \$44,397,768.00, given by FLYHLANDCO LLC, a Florida limited liability company, FLYHOPCO LLC, a Florida limited liability company, PIPE WELDERS, INC., a Florida corporation, BILLFISHLANDCO LLC, a Florida limited liability company, and BRADFORD MARINE HOLDING COMPANY, LLC, a Florida limited liability company, ("Grantor") to BANKUNITED, N.A. ("Mortgagee"), encumbering the real property described on Exhibit "B" attached hereto, recorded October 3, 2023 under Instrument No. 119139765, of the Public Records of Broward County, Florida (said mortgage, as modified, is hereinafter referred to as the "Mortgage"), hereby joins in, consents to and subordinates the lien of its Mortgage, as it has been, and/or as it may be, modified, amended and assigned from time to time, to the foregoing Conservation Easement, executed by FLYHLANDCO LLC, a Florida limited liability company, in favor of Broward County applicable to the Conservation Easement, as said Conservation Easement may be modified, amended, and assigned from time to time, with the intent that the Mortgage shall be subject and subordinate to the Conservation Easement.

IN WITNESS WHEREOF, this Mortgage Joinder, Consent and Subordination is made this 15 day of APRIL, 2024.

BANKUNITED, N.A.

By: [Signature]
Name: AMISHI PATEL
Title: SENIOR VICE PRESIDENT
(Print)

WITNESSES:

By: [Signature]
(Signature)
Name: KEVAL SIMMONS
(Print)

By: [Signature]
(Signature)
Name: MITCHEL SIMMONS
(Print)

Post Office Address: 337 East Las Olas
City, State, Zip: FL LAUDERDALE, FL 33301

Post Office Address: 337 E. Las Olas
City, State, Zip: FL LAUDERDALE FL 33301

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 9th day of April, 2024, by AMISHI PATEL, as the SENIOR VICE PRESIDENT (title) of BANKUNITED, N.A., a national bank. He/She is ☐ personally known to me or ☒ has produced a FDL (state) driver's license as identification.

NOTARY PUBLIC, STATE OF FLORIDA

[Signature]
(Signature)

KEVAL SIMMONS
(Name)

My Commission Expires: SEPT. 28, 2024

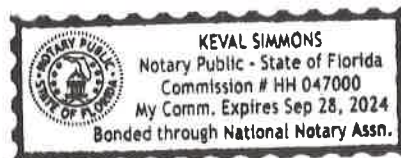


EXHIBIT "A"

LOCATION

[ATTACHED]

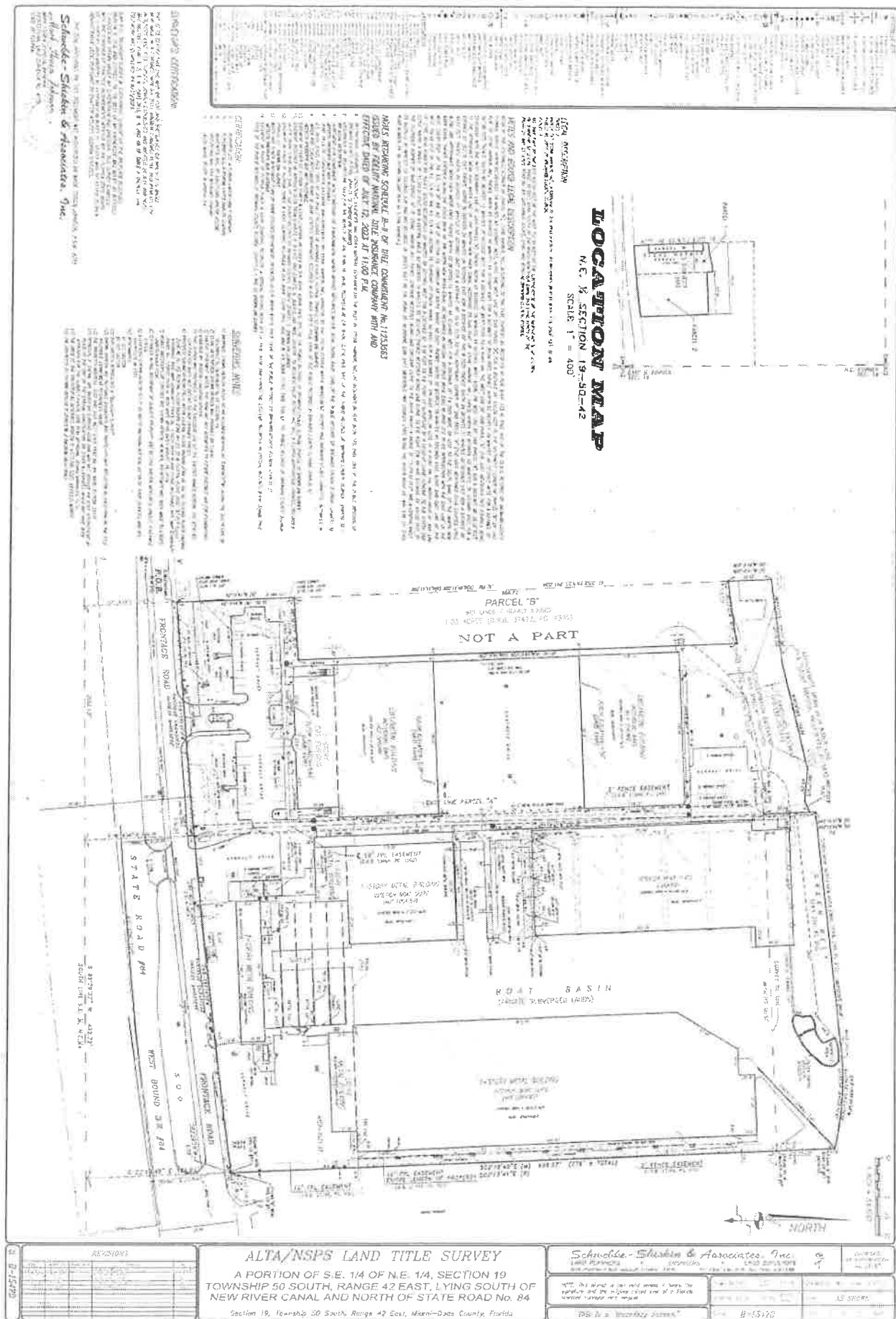
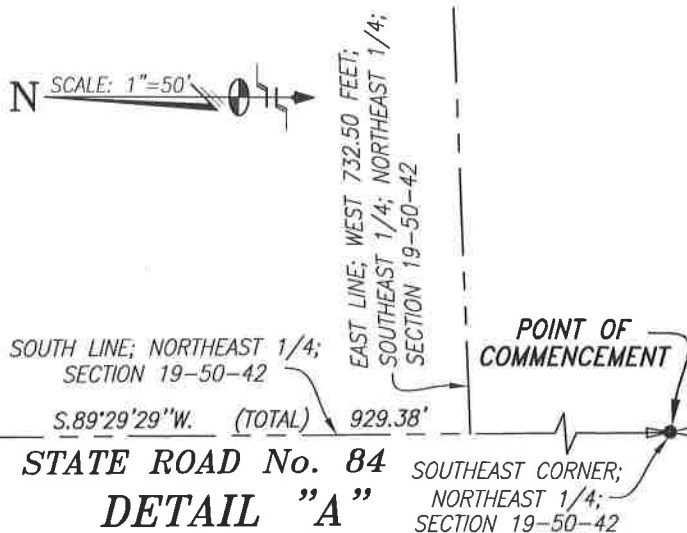


EXHIBIT "B"

LEGAL DESCRIPTION AND SKETCH OF CONSERVATION EASEMENT AREA

[ATTACHED]



THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY MARK STEVEN JOHNSON P.S.M. 4775

SHEET 1 OF 3 SHEETS

LEGAL DESCRIPTION TO ACCOMPANY SKETCH ROSCIOLI YACHTING CENTER – REVISED CONSERVATION EASEMENT

LEGAL DESCRIPTION OF ROSCIOLI YACHTING CENTER :

ALL THAT PART OF THE EAST 432.50 FEET OF THE WEST 732.50 FEET OF THE SOUTHEAST ONE QUARTER (SE1/4) OF THE NORTHEAST ONE QUARTER (NE1/4) OF SECTION 19, TOWNSHIP 50 SOUTH, RANGE 42 EAST, LYING SOUTH OF THE NEW RIVER CANAL AND LYING NORTH OF THE RIGHT-OF-WAY OF STATE ROAD 84 SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.



LEGAL DESCRIPTION OF CONSERVATION EASEMENT:

A PORTION OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 50 SOUTH, RANGE 42 EAST, TOWN OF DAVIE, BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 19, TOWNSHIP 50 SOUTH, RANGE 42 EAST; THENCE SOUTH 89 DEGREES 29 MINUTES 29 SECONDS WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 19, FOR 929.38 FEET; THENCE NORTH 02 DEGREES 19 MINUTES 57 SECONDS WEST, ALONG THE WEST LINE OF THE EAST 432.50 FEET OF THE WEST 732.50 FEET OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 19, TOWNSHIP 50 SOUTH, RANGE 40 EAST, FOR 870.51 FEET; THENCE NORTH 87 DEGREES 40 MINUTES 03 SECONDS EAST, AT RIGHT ANGLES TO THE LAST AND NEXT DESCRIBED COURSES, FOR 24.35 FEET; THENCE NORTH 02 DEGREES 19 MINUTES 57 SECONDS WEST, FOR 44.73 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL; THENCE SOUTH 87 DEGREES 40 MINUTES 03 SECONDS WEST, AT RIGHT ANGLES TO THE LAST AND NEXT DESCRIBED COURSES, FOR 4.35 FEET; THENCE NORTH 02 DEGREES 19 MINUTES 57 SECONDS WEST, FOR 17.27 FEET; THENCE NORTH 77 DEGREES 57 MINUTES 27 SECONDS EAST, FOR 4.60 FEET; THENCE SOUTH 89 DEGREES 31 MINUTES 03 SECONDS EAST, FOR 29.54 FEET; THENCE NORTH 78 DEGREES 04 MINUTES 01 SECONDS EAST, FOR 40.16 FEET; THENCE NORTH 85 DEGREES 57 MINUTES 59 SECONDS EAST, FOR 20.18 FEET; THENCE NORTH 72 DEGREES 57 MINUTES 23 SECONDS EAST, FOR 27.91 FEET; THENCE NORTH 83 DEGREES 37 MINUTES 29 SECONDS EAST FOR 35.35 FEET; THENCE NORTH 86 DEGREES 09 MINUTES 42 SECONDS EAST FOR 21.87 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 25 SECONDS EAST FOR 34.24 FEET; THENCE NORTH 73 DEGREES 16 MINUTES 43 SECONDS EAST FOR 17.13 FEET; THENCE NORTH 89 DEGREES 23 MINUTES 59 SECONDS EAST FOR 9.59 FEET; THENCE NORTH 69 DEGREES 47 MINUTES 46 SECONDS EAST FOR 15.18 FEET; THENCE SOUTH 85 DEGREES 41 MINUTES 14 SECONDS EAST FOR 6.15 FEET; THENCE SOUTH 89 DEGREES 09 MINUTES 04 SECONDS EAST FOR 28.86 FEET; THENCE SOUTH 80 DEGREES 47 MINUTES 28 SECONDS EAST FOR 17.36 FEET; THENCE SOUTH 28 DEGREES 36 MINUTES 43 SECONDS WEST FOR 9.97 FEET; THENCE SOUTH 52 DEGREES 07 MINUTES 32 SECONDS WEST FOR 51.97 FEET; THENCE SOUTH 47 DEGREES 40 MINUTES 42 SECONDS WEST FOR 21.18 FEET; THENCE NORTH 02 DEGREES 19 MINUTES 57 SECONDS WEST FOR 17.00 FEET; THENCE SOUTH 87 DEGREES 40 MINUTES 03 SECONDS WEST, AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, FOR 236.50 FEET TO THE POINT OF BEGINNING. ALL LYING AND BEING IN THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 50 SOUTH, RANGE 42 EAST, TOWN OF DAVIE, BROWARD COUNTY, FLORIDA.

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY MARK STEVEN JOHNSON, P.S.M. 4775

SHEET 2 OF 3 SHEETS

	SCHWEBKE-SHISKIN & ASSOCIATES, INC. LAND SURVEYORS-ENGINEERS-LAND PLANNERS - 3240 CORPORATE WAY-MIRAMAR, FL 33025 PHONE No.(954)435-7010 FAX No. (954)438-3288 ORDER NO. <u>217458</u> DATE: <u>DEC. 29, 2023</u> THIS IS NOT A "BOUNDARY SURVEY" CERTIFICATE OF AUTHORIZATION No. LB-87	PREPARED UNDER MY SUPERVISION:  MARK STEVEN JOHNSON, PRINCIPAL FLA. PROF. LAND SURVEYOR No. 4775	REVISIONS <table border="1"> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> </table>						
K:\195042\ROSCIO - MODIFIED CONSERVATION EASEMENT (01-08-2024).dwg									

LEGAL DESCRIPTION TO ACCOMPANY SKETCH
ROSCIOLI YACHTING CENTER – REVISED CONSERVATION EASEMENT

SURVEYOR'S NOTES:

THE BEARINGS AS SHOWN HEREIN ARE BASED ON AN ASSUMED BEARING OF NORTH 89 DEGREES 29 MINUTES 29 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 50 SOUTH, RANGE 42 EAST, TOWN OF DAVIE, BROWARD COUNTY, FLORIDA.

ORDERED BY: ROSCIOLI YACHTING CENTER


THE LEGAL DESCRIPTION AS SHOWN HEREIN WAS PREPARED BY THIS FIRM.

THE AREA CONTAINED WITHIN THE PROPERTY AS DESCRIBED HEREIN IS 8,622 SQUARE FEET, MORE OF LESS (0.198 ACRES, MORE OR LESS.)

AUTHENTIC COPIES OF THIS SKETCH AND LEGAL DESCRIPTION MUST BEAR THE ELECTRONIC SEAL AND SIGNATURE OF THE ATTESTING FLORIDA LICENSED SURVEYOR AND MAPPER.

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY MARK STEVEN JOHNSON, P.S.M. 4775

SHEET 3 OF 3 SHEETS

	SCHWEBKE-SHISKIN & ASSOCIATES, INC. LAND SURVEYORS-ENGINEERS-LAND PLANNERS - 3240 CORPORATE WAY-MIRAMAR, FL 33025 PHONE No.(954)435-7010 FAX No. (954)438-3288	REVISIONS
	ORDER NO. <u>217458</u> DATE: <u>DEC. 29, 2023</u> THIS IS NOT A "BOUNDARY SURVEY" CERTIFICATE OF AUTHORIZATION No. LB-87	

PREPARED UNDER MY SUPERVISION:
Mark Steven Johnson
MARK STEVEN JOHNSON, PRINCIPAL
FLA. PROF. LAND SURVEYOR N. 4775

EXHIBIT "C"

ENVIRONMENTAL RESOURCE LICENSE

[COPY ATTACHED]



Department of Planning and Environmental Protection

Biological Resources Division

218 S.W. 1st Avenue

Fort Lauderdale, FL 33301

(954) 519-1230 • FAX (954) 519-1412

ENVIRONMENTAL RESOURCE LICENSE

LICENSEE:

Roscioli Yachting Center, Inc.
3201 State Road 84
Davie, FL 33312

LICENSE NO.: DF00-1007

**PROJECT: Seawall & Rip-rap
Installation, Exotic Removal
& Mangrove Mitigation**

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: This project consists of the installation of 236.5 linear feet of new seawall, to be backfilled with approximately 430 cubic yards of clean fill and the dredging of approximately 700 cubic yards of material from the face of the new seawall. Impacts to riverine wetlands will take place as part of the seawall installation.

Compensation for impacts to 0.04 acres of wetlands shall be in the form of construction of a 1,150 square foot on-site mangrove planter and 0.21 acres of exotic removal along the spoil berm. The 38 square feet of mitigation required for Notice of Violation #99-30460 is included in the above-mentioned mitigation. Compensation for the new seawall is in the form of rip-rap, to be installed along the northern shoreline of the spoil berm.

Location of Work: This project is located at Roscioli Yachting Center, 3201 State Road 84, the marina basin and the New River, in the City of Davie, Section 19, Township 50S, and Range 42E.

Construction shall be in accordance with the DEP Form of 62-343.900(1) dated 2/22/99 and the DPEP Addendum dated 2/22/99, and associated information, all of which is designated as DPEP File No. 99-13217; plans stamped by the Department on 4/13/00 (attached), and all General and Specific Conditions of this license.

ENVIRONMENTAL RESOURCE LICENSE

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 Department of Planning and Environmental Protection (DPEP) pursuant to Chapter 27 of the Broward County Code of Ordinances. The DPEP 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 DPEP.
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 DPEP 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 DPEP 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 DPEP 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.

License No. DF00-1007
LICENSEE: Roscioli Yachting Center, Inc.

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 DPEP 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 project. 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(70) 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 4/13/00 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.

B. Manatee Conditions

1. All personnel associated with the project shall be instructed of the potential presence of manatees and the need to avoid collisions with manatees.
2. All construction personnel shall be advised that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act of 1972, the Endangered Species Act of 1973, and the Florida Manatee Sanctuary Act of 1978. The licensee and/or contractor may be held responsible for any manatee harmed, harassed, or killed as a result of construction activities.
3. Siltation barriers shall be made of material in which manatees cannot become entangled, and shall be regularly monitored to avoid manatee entrapment. Barriers shall not block manatee entry to or exit from essential habitat.
4. All vessels associated with the project shall operate at "no wake/idle" speeds at all times while in water where the draft of the vessel provides less than a four foot clearance from the bottom and vessels shall follow routes of deep water whenever possible.
5. All construction activities shall cease upon the sighting of a manatee(s) within 100 yards of the project area. Construction activities shall not resume until the manatee(s) has departed the project area.
6. Any collision with and/or injury to a manatee shall be reported immediately to the "Manatee Hotline" (1-800-DIAL-FMP) and to the U.S. Fish and Wildlife Service, Vero Beach Field Office (561-562-3909), and to DPEP.
7. Throughout the construction period, a log shall be kept detailing sightings of, collisions with, or injuries to manatees. Include the manatee's location, direction of travel, and length of time in the construction area. A copy of the log shall be made available to the Department upon request.

License No. DF00-1007
LICENSEE: Roscioli Yachting Center, Inc.

C. Compensatory Mitigation (Area)

1. Construction and installation of the Area shall be in accordance with plans dated 4/13/00 by the Department (attached) and associated information. The Area shall be installed concurrently with licensed construction. The Area will be planted with wetlands vegetation as per the attached Mitigation Plan.
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 Final Structural Sign-off being received for any activities authorized by this license.
3. The Areas shall be protected from construction-related runoff and development activities through the use of orange construction fence and siltation screening or haybales 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 screening or bales shall be removed completely from the site.
4. 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) There shall be less than 2% coverage by invasive exotics and undesirable species if plants are not concentrated in any particular area. Exotic and undesirable species include, but are not limited to, melaleuca, Australian pine, Brazilian pepper, bismarckia, torpedo grass, primrose-willow, and cattail. Treatment efforts must be tailored to prevent these species from becoming reproductively mature.
 - c) There must be 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 must be in general conformity to those specified in the plans.
 - 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 and upland plant species shall not be injured or killed. Any plants killed will be replaced on the plant-for-plant basis for shrubs and groundcovers and on an inch-for-inch basis for trees.

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 (4.a-f)

5. Should the Department determine that the Area is not achieving the listed criteria during some portion of the monitoring period, the licensee shall determine the reasons for failure and 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 be implemented within 30 days from the Department's written approval.
6. A Conservation Easement and Letters of Credit (LC) have been submitted by the applicant. Should either of these documents be unacceptable to the Office of the County Attorney or the County Commission, a replacement document shall be submitted in a form acceptable to the Department, the Office of the County Attorney and the Commission within thirty (30) days of the Department's written notification that the document was unacceptable.

License No: DF00-1007
LICENSEE: Roscloli Yachting Center, Inc.

7. One letter of credit for \$22,200.00 includes construction and planting costs and the other letter of credit for \$34,315.00 includes monitoring and maintenance costs. Upon Department review and approval of all information required in Specific Condition C.2, the licensee may request the release of \$22,200.00 for the construction and planting LC. After the five year maintenance and monitoring period has elapsed and upon demonstration that the licensee has met the intent and all information requested in Specific Conditions C. 3 and 4 and, if necessary, C. 5, the licensee may request the release of \$34,315.00 for the monitoring and maintenance LC. All requests shall be made in writing to the Wetlands Resources Section.

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

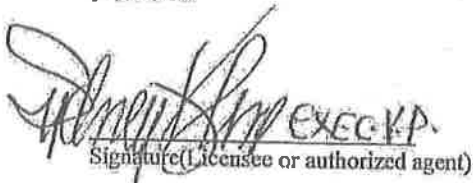
Recommended for approval by

Reviewed by


License Processor


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 (Licensee or authorized agent)

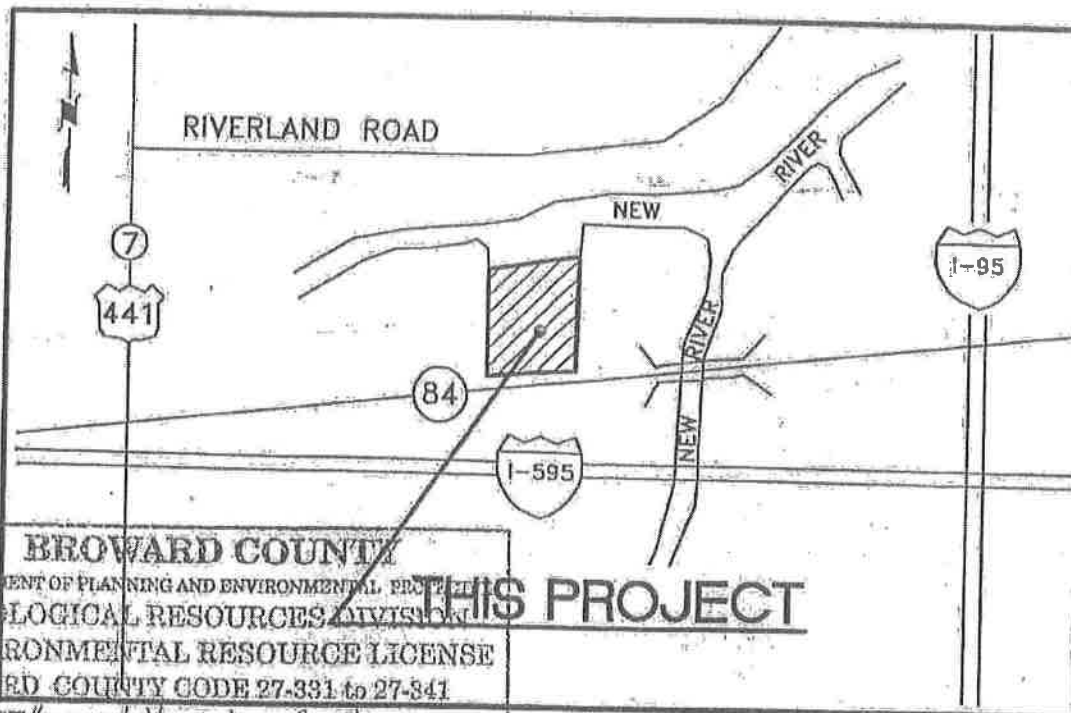
4-25-00
Date

Issued this 25 day of April, 2000

Expiration Date: April 25, 2005

BROWARD COUNTY DEPARTMENT OF NATURAL RESOURCE PROTECTION


ERIC T. MYERS, DIRECTOR
BIOLOGICAL RESOURCES DIVISION



BROWARD COUNTY
DEPARTMENT OF PLANNING AND ENVIRONMENTAL PROTECTION
BIOLOGICAL RESOURCES DIVISION
ENVIRONMENTAL RESOURCE LICENSE
BROWARD COUNTY CODE 27-331 to 27-341
PROJECT Rosafoll Yachting Center
REVIEWER [Signature] DATE 4/13/66
ATTACHED TO LICENSE NO. DFCCY007
DRAWING 1 of 8 : EXPIRES AS INDICATED IN LICENSE

THIS PROJECT

VICINITY MAP

INDEX

SHT. No.	TITLE
1	VICINITY MAP & INDEX OF DRAWINGS
2	OVERALL SITE PLAN
3	EXISTING CONDITIONS PLAN
4	LAYOUT PLAN
5	PROPOSED SEAWALL SECTION
6	EXISTING BATHYMETRIC SURVEY
7	PROPOSED CROSS SECTION
8	PROPOSED MANGROVE PLANTER

NOT TO SCALE

PURPOSE: VICINITY MAP & INDEX OF DRAWINGS
DATUM: N.G.V.D.
PREPARED BY:
Consulting Engineering & Science, Inc.
8925 S.W. 148th Street, Suite 100
Miami, Florida 33176

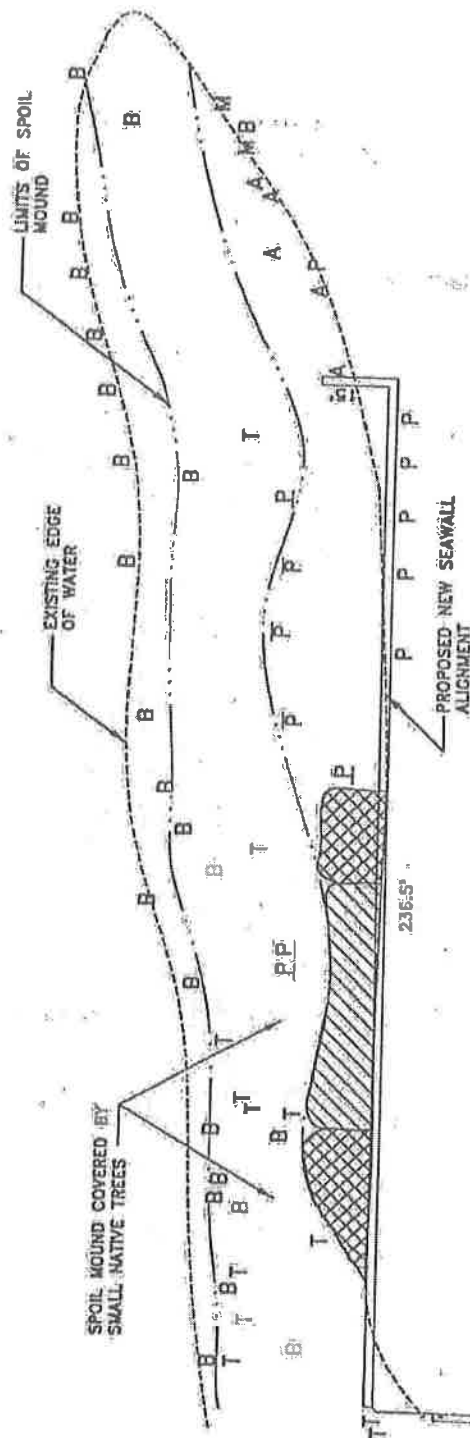
COUNTY OF BROWARD, STATE OF FLORIDA
APPLICATION BY:
Rosafoll Yachting Center
3201 State Road 84
Davie, Florida 33312
SHEET 1 OF 8

REV: 09-30-99
REV: 06-29-99
REV: 04-19-99
REV: 04-01-99
DATE: 01-05-99



PREPARED BY:
Consulting Engineering & Science, Inc.
8925 S.W. 148th Street, Suite 100
Miami, Florida 33176

NEW RIVER



LEGEND

- CREEPING OXLEY (WEDELLA SP)
- COMMON REED (PHIRAGMITES SP)
- B BRAZILIAN PEPPER
- T TROPICAL ALMOND
- A AUSTRALIAN PINE
- P POND APPLE
- M MANGROVE SPECIES

SCALE: 1" = 40'

BROWARD COUNTY
DEPARTMENT OF PLANNING AND ENVIRONMENTAL PROTECTION
BIOLOGICAL RESOURCES DIVISION
ENVIRONMENTAL RESOURCE LICENSE
BROWARD COUNTY CODE 27-381 to 27-341
PROJECT Roscili Yachting Center
REVIEWER *[Signature]* DATE 4/13/00
ATTACHED TO LICENSE NO. D750-1007
DRAWING 3 of 8 - EXPIRES AS INDICATED IN LICENSE

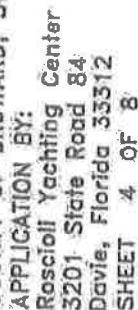
PIER P-6 (U.S.C.)

PURPOSE: EXISTING CONDITIONS PLAN
DATUM: N.G.V.D.
PREPARED BY:
Consulting Engineering & Science, Inc.
8925 S.W. 148th Street, Suite 100
Miami, Florida 33176

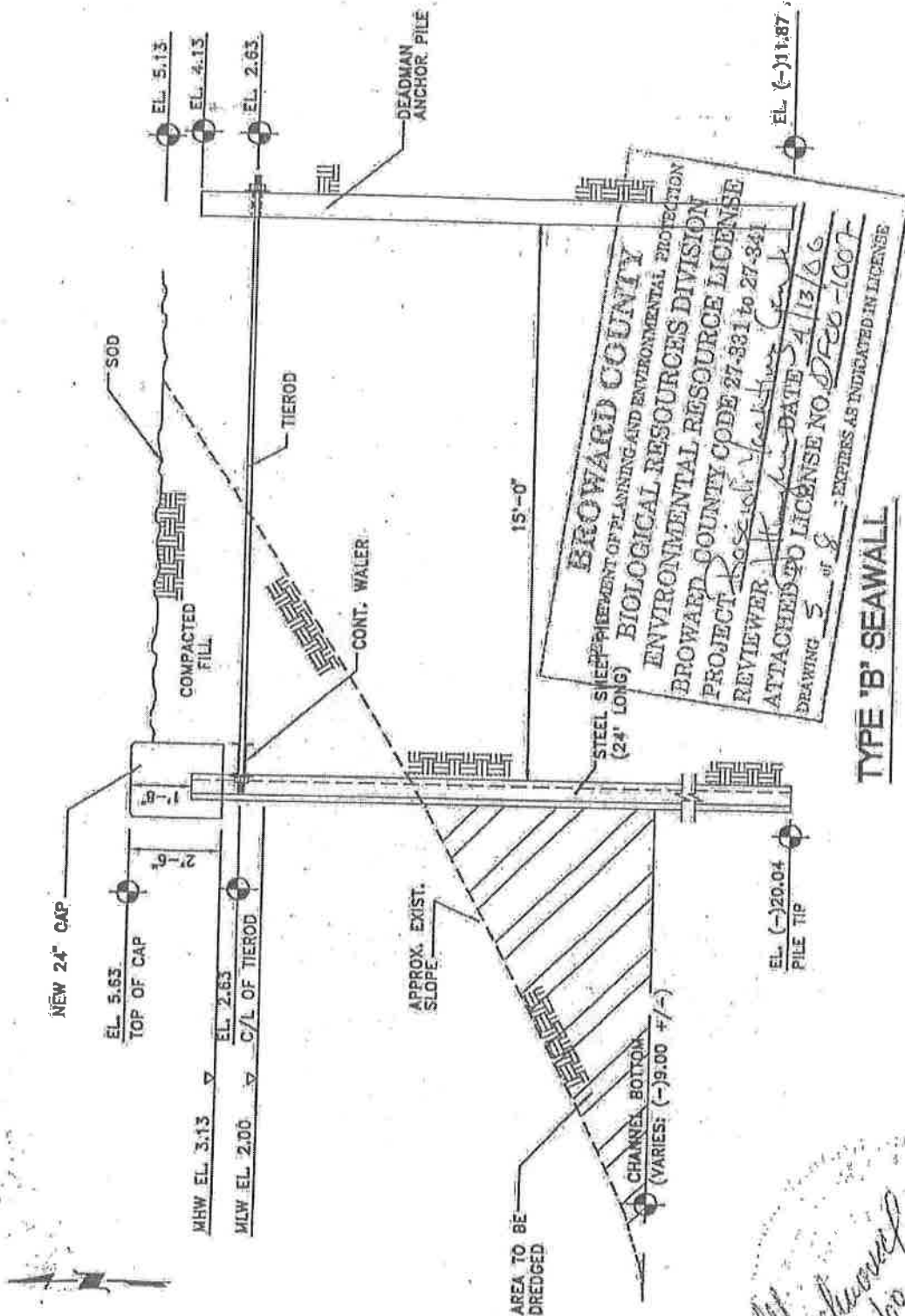
COUNTY OF BROWARD, STATE OF FLORIDA

APPLICATION BY:
Roscili Yachting Center
3201 State Road 84
Davie, Florida 33312
SHEET 3 OF 8

REV: 03-20-00
REV: 09-30-99
REV: 06-29-99
REV: 04-19-99
DATE: 04-01-99



Consulting Engineering & Science, Inc.
8925 S.W. 148th Street, Suite 100
Miami, Florida 33176



SCALE: 1/4" = 1'-0"

PURPOSE: PROPOSED SEAWALL SECTION
DATUM: N.G.V.D.

PREPARED BY:

Consulting Engineering & Science, Inc.
8925 S.W. 148th Street, Suite 100
Miami, Florida 33176

COUNTY OF BROWARD, STATE OF FLORIDA

APPLICATION BY:

Roscoli Yachting Center
3201 State Road 84
Davie, Florida 33312

SHEET 5 OF 8

REV: 09-30-99
REV: 06-29-99
REV: 04-19-99
REV: 04-01-99
DATE: 01-05-99

BROWARD COUNTY
BIOLOGICAL RESOURCES DIVISION
ENVIRONMENTAL PROTECTION
BROWARD COUNTY CODE 27-331 to 27-341
PROJECT Roscoli Yachting Center
REVIEWER DATE 3/13/00
ATTACHED TO LICENSE NO. DFCB-1007
DRAWING 5 OF 8 EXPIRES AS INDICATED IN LICENSE

TYPE 'B' SEAWALL

NEW RIVER

LIMITS OF SPOIL MOUND

EXISTING EDGE OF WATER

236.5'
PROPOSED NEW SEAWALL ALIGNMENT

PIER P-6 (U.C.)

EXISTING SEAWALL

BROWARD COUNTY
DEPARTMENT OF PLANNING AND ENVIRONMENTAL REGULATION
BIOLOGICAL RESOURCES DIVISION
ENVIRONMENTAL RESOURCE LICENSE
BROWARD COUNTY CODE 27-331 to 27-341
PROJECT: *Roscoe Yacht Club*
REVIEWER: *Roscoe Yacht Club* DATE: *4/2/00*
ATTACHED TO LICENSE NO. *D-5071607*
DRAWING: *Se. 8* EXPRES AS INDICATED IN LICENSE

SCALE: 1" = 40'

PURPOSE: EXISTING BATHYMETRIC SURVEY
DATUM: N.G.V.D.

PREPARED BY:

Consulting Engineering & Science, Inc.
8925 S.W. 148th Street, Suite 100
Miami, Florida 33176

COUNTY OF BROWARD, STATE OF FLORIDA

APPLICATION BY:

Roscoe Yacht Club Center

3201 State Road 84

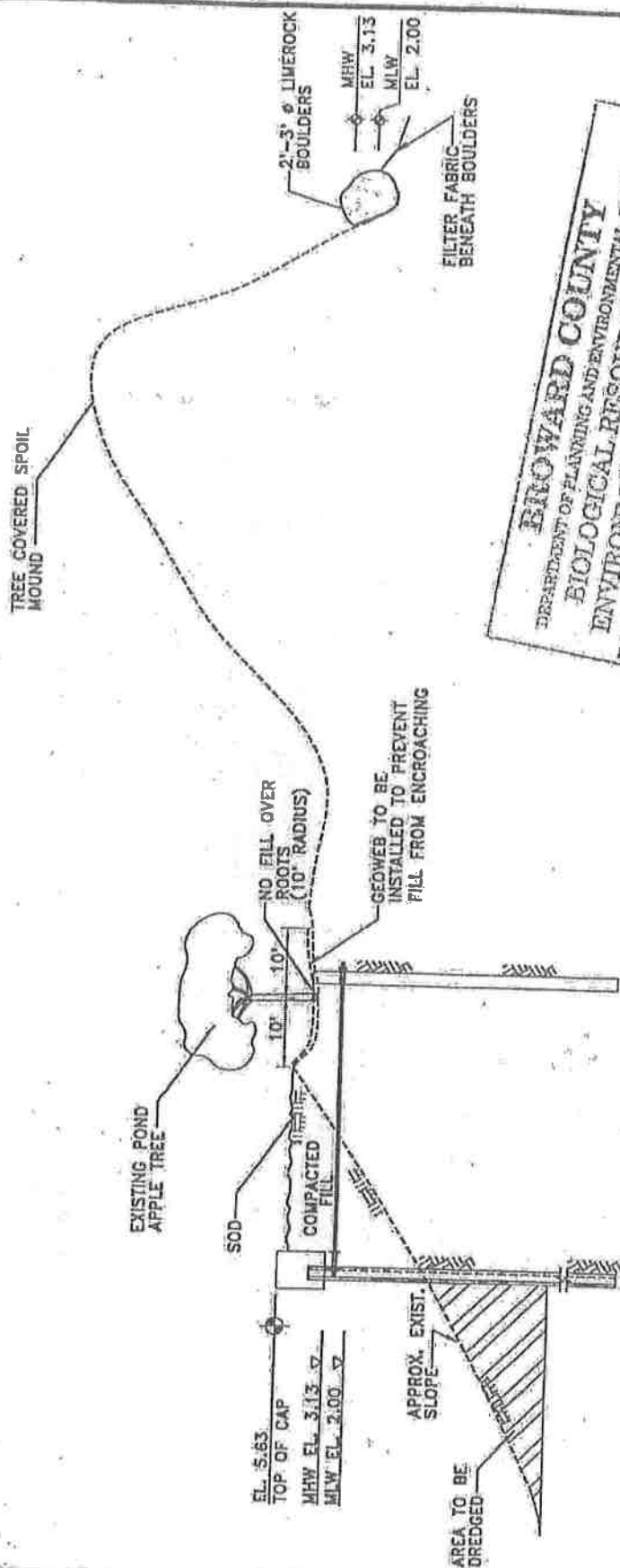
Davie, Florida 33312

SHEET 6 OF 8

REV.: 03-20-00

REV.: 09-30-99

DATE: 06-29-99



BROWARD COUNTY
DEPARTMENT OF PLANNING AND ENVIRONMENTAL PROTECTION
BIOLOGICAL RESOURCES DIVISION
BROWARD COUNTY RESOURCE LICENSE
PROJECT *27-331 to 27-341*
REVIEWER *R. J. [illegible]*
DATE *4/13/00*
DRAWING *7* OF *8* EXPIRES AS INDICATED IN LICENSE NO. *0720-1057*

SECTION **A**
7

PURPOSE: PROPOSED CROSS SECTION
DATUM: N.G.V.D.
PREPARED BY:
Consulting Engineering & Science, Inc.
8925 S.W. 148th Street, Suite 100
Miami, Florida 33176

SCALE: N.T.S.

COUNTY OF BROWARD, STATE OF FLORIDA
APPLICATION BY:
Rascioli Yachting Center
3201 State Road 84
Davie, Florida 33312

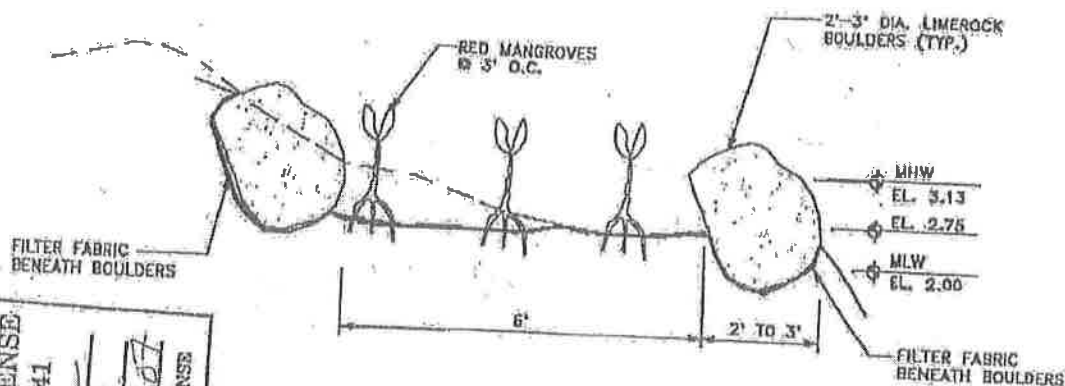
REV.: 09-30-99
DATE: 06-29-99
SHEET 7 OF 8

NOTE: NO FILLING WITHIN 10 FT. OF POND APPLE TRUNK
[Signature]
3/20/00

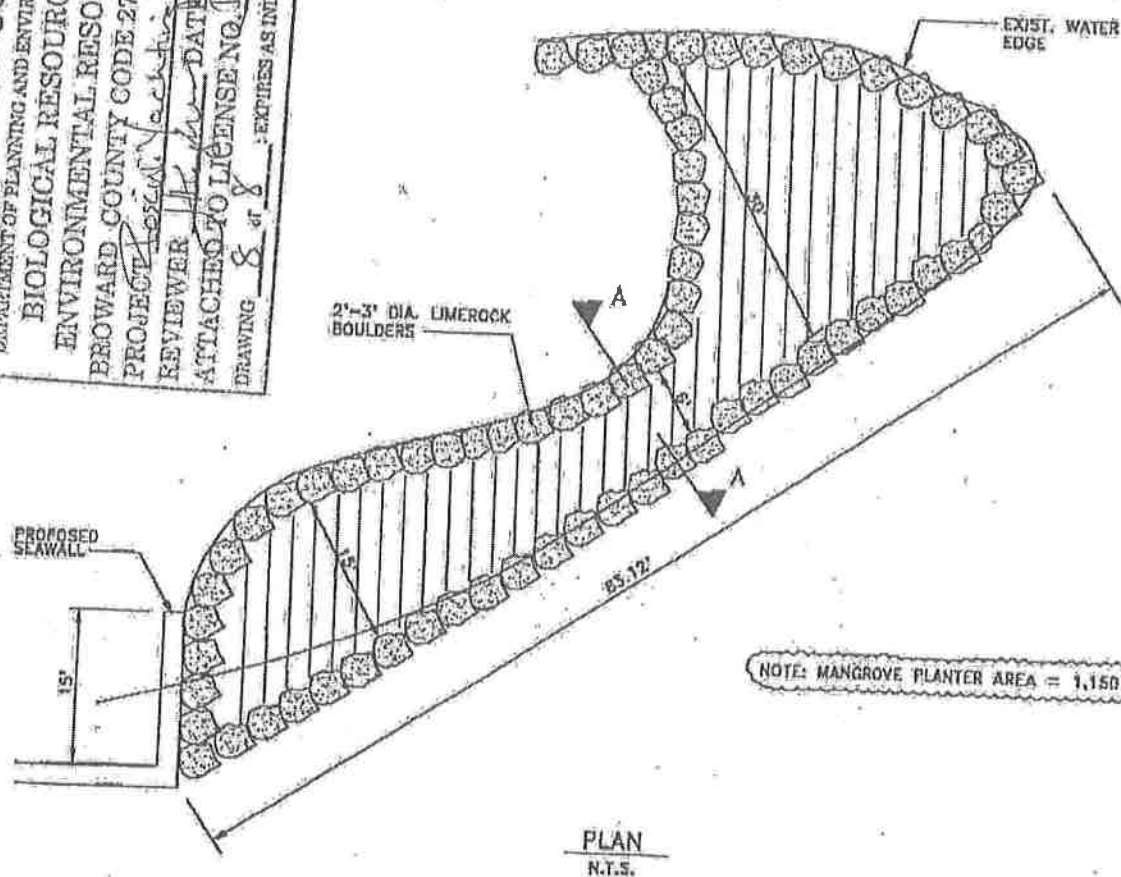
04/10/2000 11:17 FAX 305 3789

CES, INC.

002



SECTION A-A
SCALE: 1" = 3'



NOTE: MANGROVE PLANTER AREA = 1,150 SF

BROWARD COUNTY
DEPARTMENT OF PLANNING AND ENVIRONMENTAL PROTECTION
BIOLOGICAL RESOURCES DIVISION
ENVIRONMENTAL RESOURCE LICENSE
BROWARD COUNTY CODE 27-381 to 27-341
PROJECT *Florida Yachting Center*
REVIEWER *[Signature]* DATE *4/13/00*
ATTACHED TO LICENSE NO. *04-007*
DRAWING *8 of 8* : EXPIRES AS INDICATED IN LICENSE

PURPOSE: PROPOSED MANGROVE PLANTER
DATUM: N.G.V.D.
PREPARED BY:
Consulting Engineering & Science, Inc.
8925 S.W. 148th Street, Suite 100
Miami, Florida 33176

COUNTY OF BROWARD, STATE OF FLORIDA
APPLICATION BY:
Roscoll Yachting Center
3201 State Road 84
Davie, Florida 33312
SHEET 8 OF 8
REV: 04-04-00
REV: 03-20-00
REV: 09-30-99
REV: 07-13-99
REV: 06-29-99
REV: 04-19-99
DATE: 04-01-99



Department of Planning and Environmental Protection

Biological Resources Division
218 S.W. 1st Avenue
Fort Lauderdale, FL 33301
(954) 519-1230 • Fax (954) 519-1412

October 2, 2000

Sydney Kline
Roscioli Yachting Center, Inc.
3201 State Road 84
Davie, FL 33312

**Re: BCDPEP License No. DF 00-1007 Modification
Roscioli Yachting Center, Inc.**

Dear Mr. Kline:

This letter is to inform you that your request to modify the above referenced license is hereby granted subject to the specific conditions listed below. The project is located at 3201 State Road 84, the South Fork New River and the adjacent marina basin. This modification allows for the adjustment of the tie rods, as per the attached drawing, to avoid impacts to the preserved pond apple trees; the installation of railroad tie retaining walls at the southern edge of the pond apple preserves, to prevent fill from encroaching into the 10 foot radius around the pond apple trees; minor trimming of the preserved pond apple trees as needed; and an extension of the fill area north of the proposed tie rods, as shown in the pond apple preservation detail on the attached drawing, to achieve a 2 horizontal : 1 vertical slope ratio to match the existing grade. The attached drawings, stamped September 21, 2000 by this Department, and showing the details of the work, serve to supplement the drawings attached to the originally issued License.

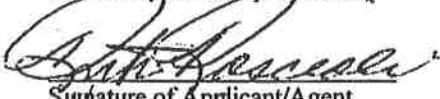
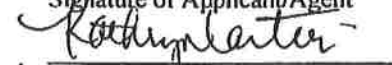
The following specific conditions are hereby added to those contained in the originally issued license:

Specific Condition 1: The additional impacts to the preserved area due to the extended fill area shall be mitigated for on an inch for inch basis in accordance with Specific Condition C.4(f) of the original license. A mitigation plan for the impacts caused by the extended fill area shall be provided to the Department within 30 days of the impacts and implemented within 30 days of Department approval.

Specific Condition 2: The proposed trimming of the preserved pond apple trees shall be done by a certified arborist in accordance with the arboricultural standards outlined in the American National Standards Institute's manual for Tree Care Operations.

The scope and all other conditions of the License remain the same. Attach this letter and drawings, stamped September 21, 2000 by this Department, to the original License as they become a part thereof.

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


Signature of Applicant/Agent

for Eric T. Myers, Director
Biological Resources Division

October 16, 2000
Date

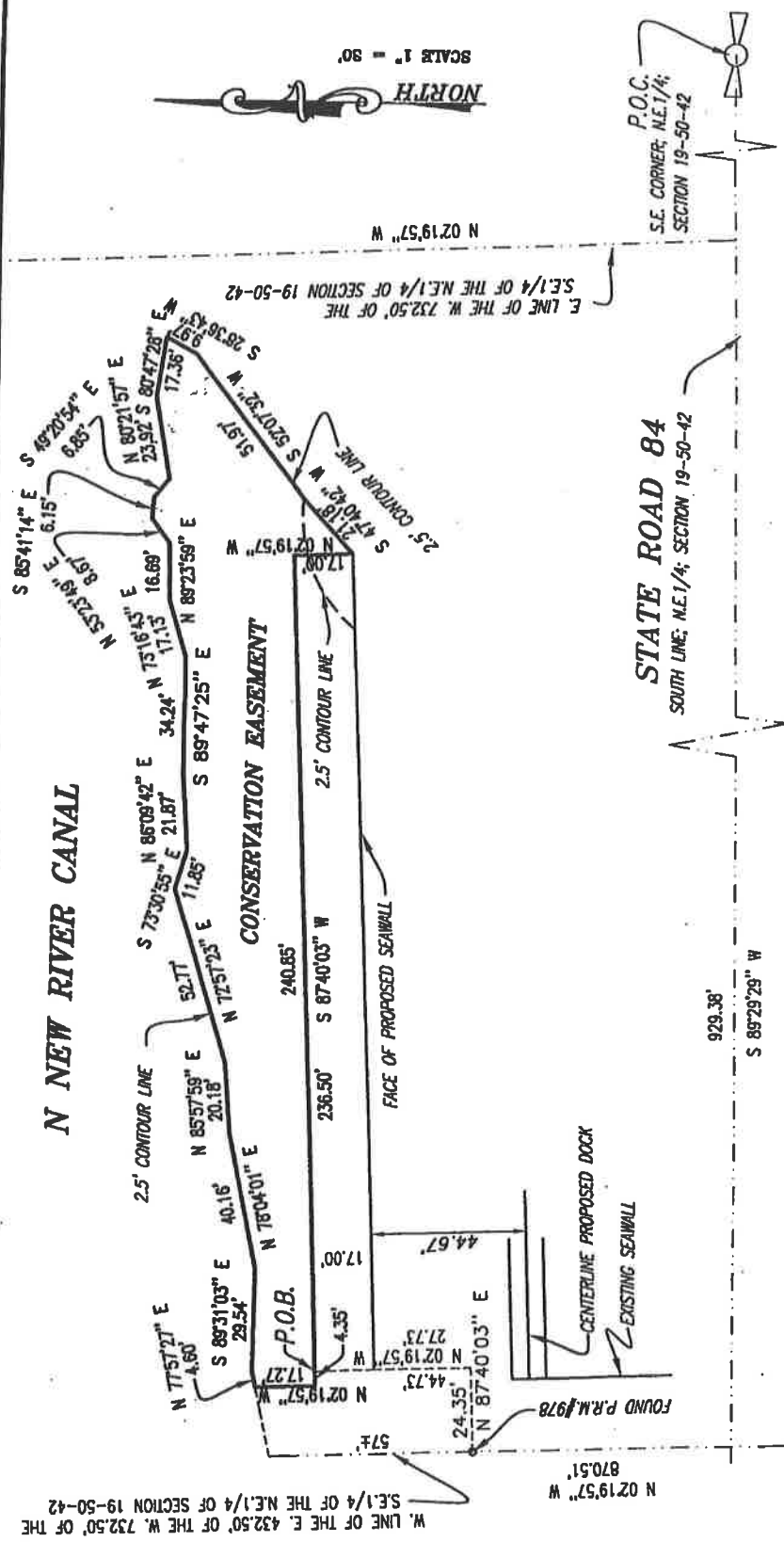
SCHWEBKE-SHISKIN & ASSOCIATES, INC.

RS - 8240 CORPORATE WAY • MIRAMAR, FLORIDA 33026
 PREPARED UNDER BY SUPERVISION
 LB#87

ROBERT F. JACKSON, P.L.S. #2408 (STATE OF FLORIDA)

K:\195042\RD5-B

SHEET 2 OF 2



NOTES:

BEARINGS SHOWN HEREON REFER TO AN ASSUMED S89°29'29"W ALONG THE SOUTH LINE OF THE S.E.1/4 OF THE N.E.1/4 OF SECTION 19-50-42. THE SPECIFIC PURPOSE OF THIS SURVEY IS TO LOCATE THE 2.5' CONTOUR LINE SO AS TO PREPARE A LEGAL DESCRIPTION FOR A CONSERVATION EASEMENT.

"SPECIFIC PURPOSE SURVEY"

LEGEND:

	DENOTES CENTER LINE
	DENOTES PROPERTY LINE
P.O.B.	DENOTES POINT OF BEGINNING
P.O.C.	DENOTES POINT OF COMMENCEMENT
P.O.T.	DENOTES POINT OF TERMINUS

EXHIBIT B

LEGAL DESCRIPTION:

(PROPOSED CONSERVATION EASEMENT)

A portion of the Northeast 1/4 of Section 19, Township 50 South, Range 42 East, Town of Davie, Broward County, Florida, being more particularly described as follows:

Commence at the Southeast corner of the Northeast 1/4 of said Section 19; thence run South 89 degrees 29 minutes 29 seconds West, along the South line of the Southeast 1/4 of the Northeast 1/4 of said Section 19, for 929.38 feet; thence North 02 degrees 19 minutes 57 seconds West, for 870.51 feet; thence North 87 degrees 40 minutes 03 seconds East, at right angles to the last and next mentioned courses, for 24.35 feet; thence North 02 degrees 19 minutes 57 seconds West, for 44.73 feet; to the POINT OF BEGINNING of the following described parcel; thence South 87 degrees 40 minutes 03 seconds West, at right angles to the last and next mentioned courses, for 4.35 feet; thence North 02 degrees 19 minutes 57 seconds West, for 17.27 feet; thence North 77 degrees 57 minutes 27 seconds East, for 4.60 feet; thence South 89 degrees 31 minutes 03 seconds East, for 29.54 feet; thence North 78 degrees 04 minutes 01 seconds East, for 40.16 feet; thence North 85 degrees 57 minutes 59 seconds East, for 20.18 feet; thence North 72 degrees 57 minutes 23 seconds East, for 52.77 feet; thence South 73 degrees 30 minutes 55 seconds East, for 11.85 feet; thence North 86 degrees 09 minutes 42 seconds East, for 21.87 feet; thence South 89 degrees 47 minutes 25 seconds East, for 34.24 feet; thence North 73 degrees 16 minutes 43 seconds East, for 17.13 feet; thence North 89 degrees 23 minutes 59 seconds East, for 16.69 feet; thence North 53 degrees 23 minutes 49 seconds East, for 8.67 feet; thence South 85 degrees 41 minutes 14 seconds East, for 6.15 feet; thence South 49 degrees 20 minutes 54 seconds East, for 6.85 feet; thence North 80 degrees 21 minutes 57 seconds East, for 23.92 feet; thence South 80 degrees 47 minutes 28 seconds East, for 17.36 feet; thence South 28 degrees 36 minutes 43 seconds West, for 9.97 feet; thence South 52 degrees 07 minutes 32 seconds West, for 51.97 feet; thence South 47 degrees 40 minutes 42 seconds West, for 21.18 feet; thence North 02 degrees 19 minutes 57 seconds West, for 17.00 feet; thence South 87 degrees 40 minutes 03 seconds West, at right angles to the last mentioned course, for 236.50 feet, to the POINT OF BEGINNING.

Containing 8622 square feet, more or less (0.198 acres, more or less).

I HEREBY CERTIFY: That this "SPECIFIC PURPOSE SURVEY" of the property described hereon, is true and correct to the best of my knowledge and belief, as recently surveyed and drawn under my supervision and accurately describes the conservation area. This survey complies with the Minimum Technical Standards adopted by the Florida State Board of Professional Surveyors and Mappers, pursuant to Chapter 61G17-6, Florida Administrative Code.

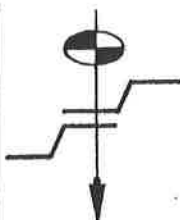
SCHWEBKE, SHISKIN & ASSOCIATES, INC.

By: 

Robert F. Jackson, President
Professional Land Surveyor #2408
State of Florida

T:\kathy\legals\section.19.doc

SHEET 1 OF 2



SCHWEBKE - SHISKIN & ASSOCIATES, INC.

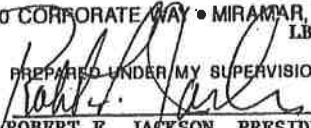
LAND SURVEYORS • ENGINEERS • ARCHITECTS • 3240 CORPORATE WAY • MIRAMAR, FL 33025
LB#87

ORDER No. 180760

DATE 11-10-99

THIS IS NOT A "LAND SURVEY"

PREPARED UNDER MY SUPERVISION


ROBERT F. JACKSON, PRESIDENT
FLA. PROF. LAND SURVEYOR No. 2408
STATE OF FLORIDA