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

Deed of Conservation Easement – Standard

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. DF01-1031 ("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. <u>Recitals.</u> 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. <u>Prohibited Uses.</u> 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:
 - The removal of dead trees and shrubs or leaning trees that could cause damage property is authorized;
 - ii. The destruction and removal of noxious, nuisance or exotic invasive plant species as listed on the most recent Florida Exotic Pest Plant Council's List of Invasive Species is authorized;
 - iii. Activities authorized by the License or otherwise approved in writing by Grantee are authorized; and
 - iv. Activities conducted in accordance with a wildfire mitigation plan developed with the Florida Forest Service that has been approved in writing by Grantee are authorized. No later than thirty (30) days before commencing any activities to implement the approved wildfire mitigation plan, Grantor shall notify Grantee in writing of its intent to commence such activities. All such activities may only be completed during the time period for which Grantee approved the plan;
 - d. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface;
 - e. Surface use except for purposes that permit the land or water area to remain in its natural, restored, enhanced, or created condition;
 - f. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation including, but not limited to, ditching, diking, clearing, and fencing;

- g. Acts or uses detrimental to such aforementioned retention of land or water areas; and
- h. Acts or uses which are detrimental to the preservation of the structural integrity or physical appearance of sites or properties having historical, archaeological, or cultural significance.
- 4. <u>Grantor's Reserved Rights.</u> 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. <u>No Dedication.</u> No right of access by the general public to any portion of the Conservation Easement Area is conveyed by this Conservation Easement.
- 6. <u>Grantee's Liability.</u> 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. <u>Taxes.</u> 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.
- 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. <u>Severability.</u> 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. <u>Terms and Restrictions.</u> 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. <u>Written Notice.</u> 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. <u>Modifications.</u> 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,Eric Gamer has hereunto set its authorized hand this 29		<u> </u>	, 20 <u>24</u> .	_ ("Grantor")
X A Florida corporation or			(choose one)	_
By: (signature)				
Name Eric Gamero (Print)				
Title: PRESIDENT				
Signed, sealed and delivered in our presence as v	witnesses:			
By: Sawala la (Signature)	Ву:	(Sign	1 g)	
Name: Sandra Hall (Print) 15051 N. Longbow Bend Davie, FL, 33331	Name: Address:	David (Prin	Shap is NW 132 street 7 = 33079	
State of Florida				
County of Broward				
The foregoing instrument was acknowledged or online notarization this of day of as the preside of a florida business entity personally known to me or has produced a license as identification.	or □ indivi	_, 20 <u>.25,</u> b (title),	y Eric Game of The Loca oose one). Hel	Il presence Church She is te) driver's
NOTARY PUBLIC, STATE OF FLORIDA (Signature)	Danie (Na	er Pa ame)	[re	_
My Commission Expires: June 6, 2027			DANIEL Notary Public - Commission My Comm, Expi Bonded through Natio	State of Florida # HH 407399 res Jun 6, 2027

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, Wesleyan Investment the owner and holder of a mortgage dated December 1, 2022, in the Foundation, Inc. original principal amount of \$3,200,000.00, given by Family Christian Fellowship d/b/a Calvary Chapel Sawgrass d/b/a The Local Church ("Grantor") to Wesleyan Investment Foundation, Inc. ("Mortgagee"), encumbering the real property described on Exhibit "B" attached hereto ("Conservation Easement Area"), which is recorded in Official Instru# together with that certain Assignment of Leases and Rents recorded in 118553178 Official Records Book N/A, at Page N/A and those certain UCC-1 Financing Statement(s) recorded in Official Records Book N/A, at Page N/A, all of the Public Records of Broward County, Florida (said mortgage, assignment of leases and rents, and UCC-1 Financing Statements, as modified, are hereinafter referred to as the "Mortgage"), hereby joins in, consents to and subordinates the lien of its Mortgage, as it has been, and as it may be, modified, amended and assigned from time to time, to the foregoing Conservation Easement, executed by The Local Church, 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 Mortgagee Joinder, Consent and Subordination is

Made this 2nd day of June, 2025 Wesleyan Investment Foundation, (Signature) Inc. (Mortgagee) Name:_Richard Moorlach Title: VP of Church Loans WITNESSES: (Signature) Name: Denise Burnett Name:_ Kris Walker (Print) (Print) Address: 13300 Olio Rd., Fishers, IN 46037 Address: _13300 Olio Rd., Fishers, IN 46037 State of Indiana **County of Hamilton** The foregoing instrument was acknowledged before me by means of $\boxed{}$ physical presence or online notarization this 2nd day of June, 2025, by Richard Moorlach, as the SVP of Church Loans of Wesleyan Investment Foundation, Inc. , an Indiana business entity, or individually (choose one). He/She is personally known to me or has produced a (state) driver's license as identification. Notary Public State of Indiana Heidi LeRoy (Name) My Commission Expires: July 26, 2028

CE-Wetlands.doc (Rev.06/2020)
This form prepared by Broward County Attorney's Office

Exhibit "A"

[Location Map]

Exhibit A

Location Map

1775 S Flamingo Road, Davie, Florida

Folio # 504014160010



Exhibit "B"

[Legal Description And Sketch Of Conservation Easement Area]



÷

Land Description Calvary Chapel Sawgrass Mitigation Easement

A portion of Parcel "A", Calvary Chapel, according to the plat thereof as recorded in Plat Book 170, Page 30 in the Public Records of Broward County, Florida more particularly described as follows:

COMMENCE at the Northwest corner of said Parcel "A", thence South 00°10'00" East, 45.42 feet along the West line of said parcel; thence North 89°50'00" East, 29.38 feet to the POINT OF BEGINNING; thence South 00°07'19" West, 95.40 feet; thence South 01°12'09" East, 158.98 feet; thence South 85°21'47" East, 15.24 feet; thence North 01°12'09" West, 119.62 feet; thence South 88°26'14" East, 76.44 feet; thence North 00°34'25" West, 135.08 feet; thence North 83°49'35" West, 48.34 feet; thence South 87°01'13" West, 42.87 feet to the POINT OF BEGINNING.

All of said lands lying and being in the town of Davie, Broward County, Florida containing 14,358 square feet more or less.

Prepared by: BNB SERVICES INC. 11550 NW 21st Street Plantation, Florida 33323 Phone: (954) 472-1031 February 8, 2003 Project No. 01-017

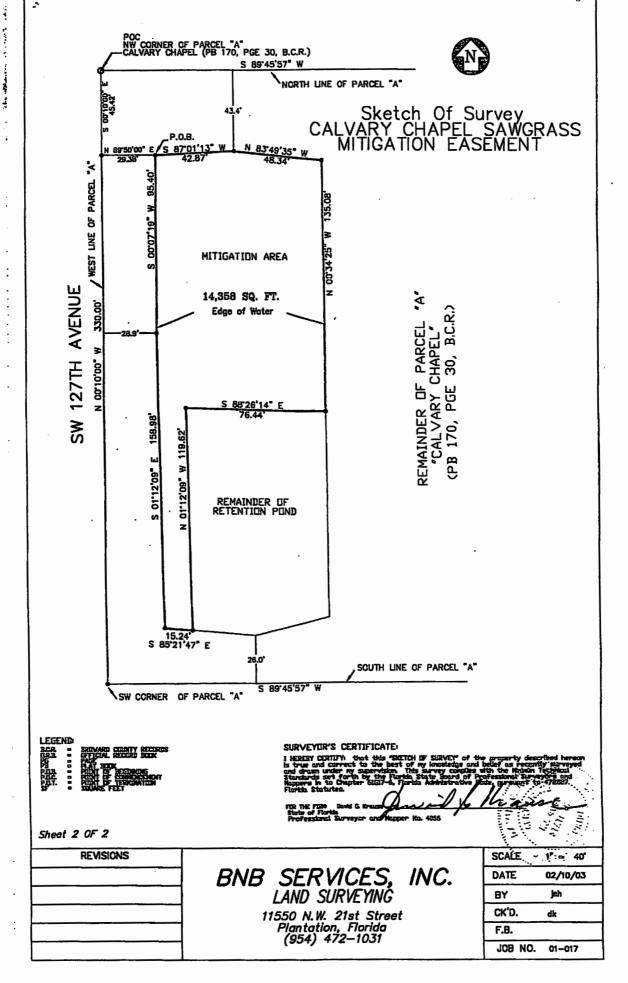


Exhibit "C"

[Environmental Resource License]



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:

Calvary Chapel Sawgrass 450 SW 130 Avenue Davie, Florida 33325

License No.: DF01-1031

Project: Church Construction

Wetland Fill Wetland Mitigation **Canal Crossing**

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 appli-cant, 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 shall consist of the filling of 0.40 acres of wetlands with clean sand and limerock fill from off site purchase and the installation of a 60 inch culvert within the Central Broward Water Control District canal to provide access to the site for development of a religious facility. No lake excavation is proposed nor authorized.

Compensation for impacts to 0.40 acre of herbaceous wetlands shall be in the form of creation of 0.24 acres of on-site herbaceous wetlands. Due to the small size of this individual mitigation area, standard Department design criteria for required minimum width of the mitigation area has been waived. Should the wetlands impacts and mitigation requirements for this project not be completed under this license, compliance with Department design standards will be required for relicensing of the project.

Location of Work: The project is located west of Flamingo Road, north of SW 14 Street, Town of Davie, Broward County, Florida, Section 14, Township 50 South, Range 40 East.

Construction shall be in accordance with Application SFWMD Form 0971 and DPEP Addendum both dated 10-28-99 and associated information, all of which is designated as DPEP File No. 99 15258; plans stamped by the Department on 2-19-01 (attached); and with all General and Specific Conditions of this license.

Environmental Resource License

General Conditions

- 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 Statues.
- 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.

Licensee: Calvary Chapel Sawgrass

Project: Calvary Chapel Sawgrass Church

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 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(70)FAC].
- 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 2-19-01 by theeDepartment. 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. Compensatory Mitigation (Area)

- 1. Construction and installation of the Area shall be in accordance with plans dated 2-19-01 by 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.
 - 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 from the permanent surveyed staff gauges must be collected every two weeks and submitted with the quarterly monitoring reports.
 - e) Any preserved or planted species shall be maintained as to exhibit new growth and/or propagation, viability, and overall health.



License No.

DF01-1031

Licensee:

Calvary Chapel Sawgrass

Project:

Calvary Chapel Sawgrass Church

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-e).

- 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. A Conservation Easement and a Letter of Credit (LOC) for \$9,000 have been submitted by the applicant. Should either of these documents be unacceptable to the County Attorney's Office or the County Commission, a replacement document shall be submitted in a form acceptable to the Department, the County Attorney's Office and the Commission within thirty (30) days of the Department's written notification that the document was unacceptable.
- 6. The LOC includes construction, planting, monitoring and maintenance costs. Upon DPEP review and approval of all information required in Specific Condition B. 2, the licensee may request the release of the construction and planting portion of the LOC, which totals \$4,000. 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 B.3 and if necessary B.4, the licensee may request the release of the monitoring and maintenance portion of the LOC, which totals \$5,000. All requests shall be made in writing to the Wetlands Resources Section of DPEP.
- C. A copy of this license shall be kept on site during all phases of licensed construction.

Recommended for approval by:

Reviewed by:

Licensing/Section Manager

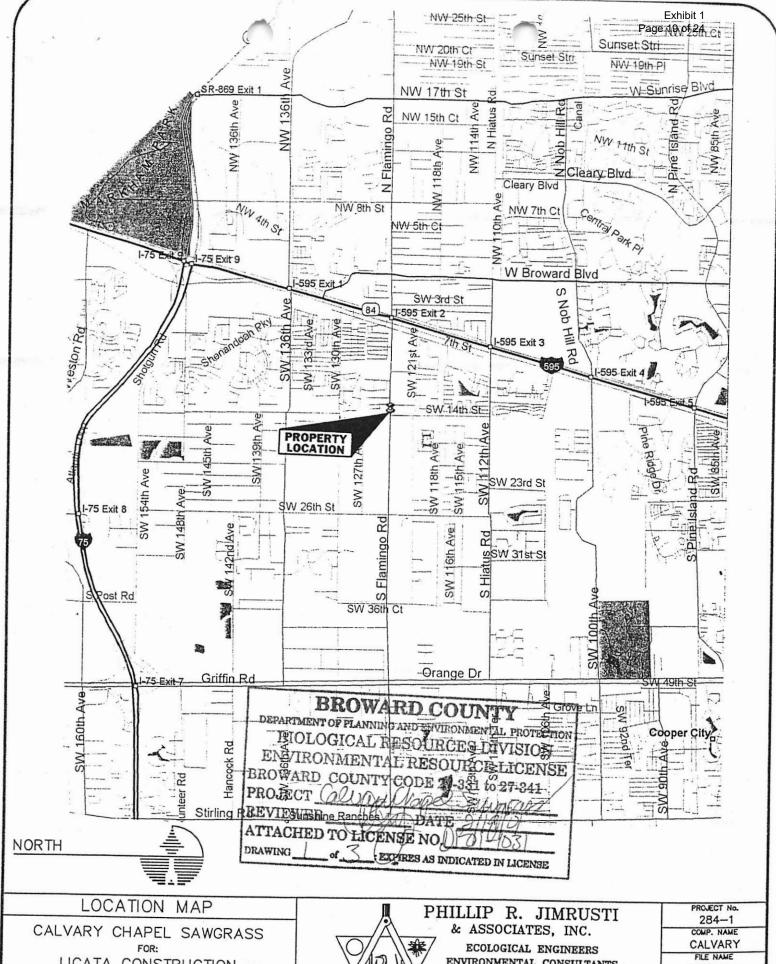
I have read the terms, conditions, requirements, limitations and restrictions set forth herein. I accept and agree to abide by all such provisions.

Issued this 12 day of March

Expiration Date: March 12,

Broward County Department of Planning and Environmental Protection.

Biological Resources Division



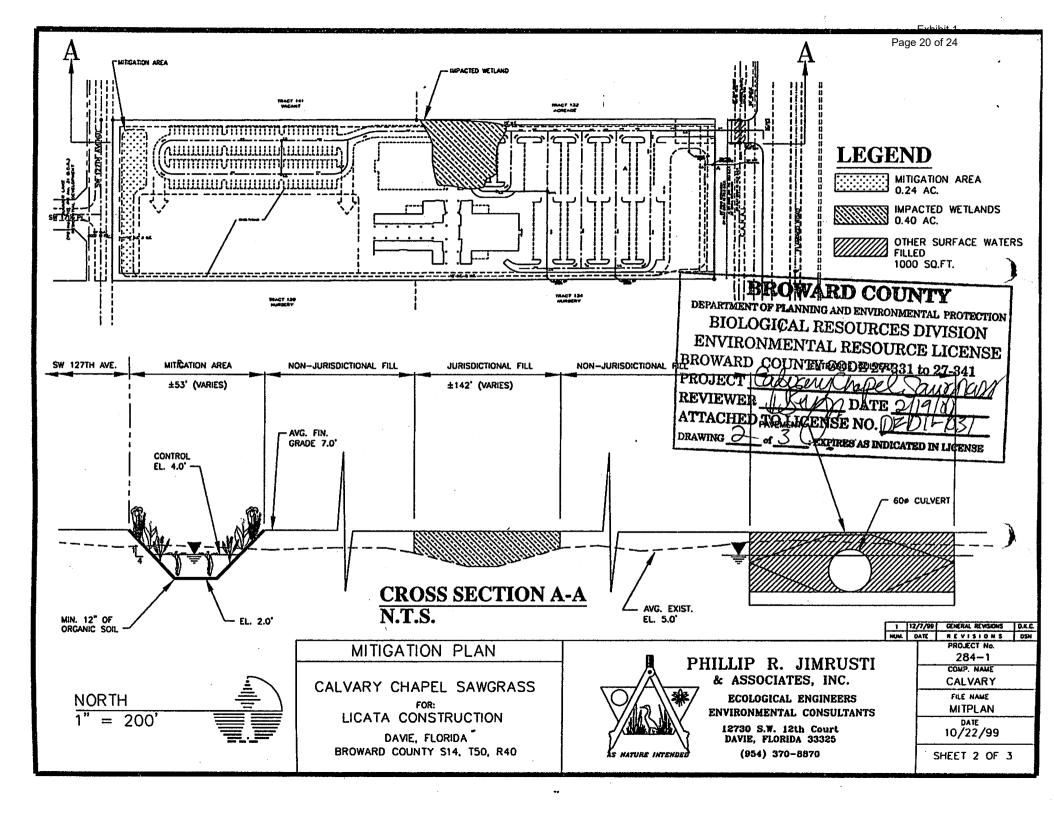
LICATA CONSTRUCTION DAVIE, FL BROWARD COUNTY, S14 T50 R40

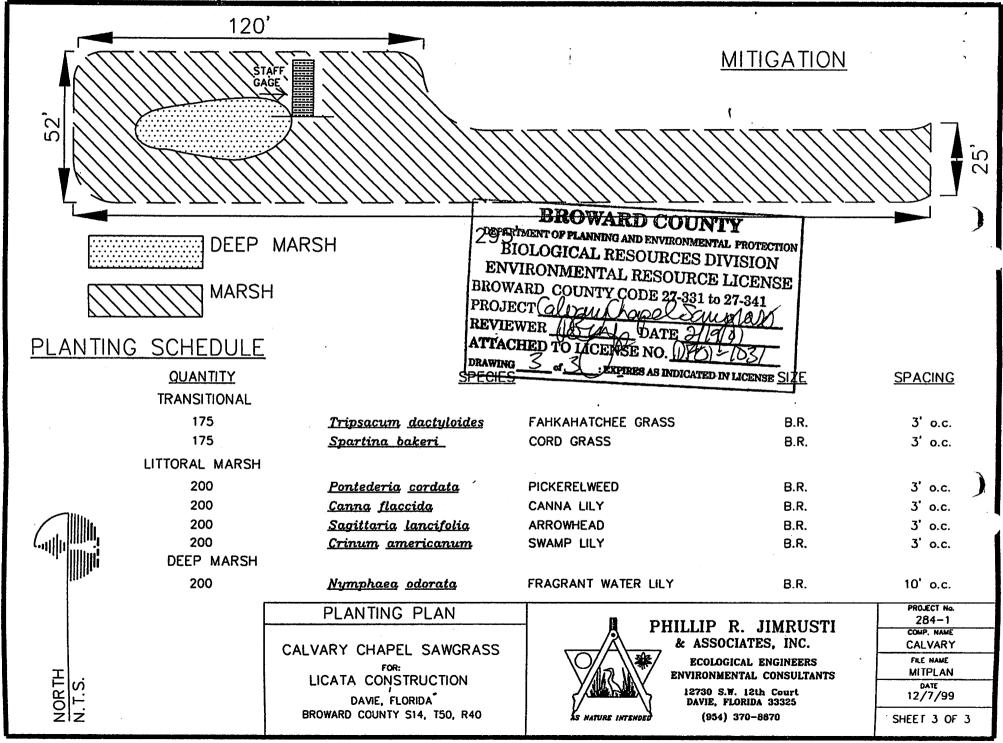


ENVIRONMENTAL CONSULTANTS

12730 S.W. 12th Court DAVIE, FLORIDA 33325 (954) 370-8870

LOCATION DATE 10/25/99 SHEET 1 OF 2







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

August 17, 2001

Mr. Philip Jimrusti 12730 SW 12th Court Davie, FL 33325

Re: Modification of DPEP License No. DF01-1031 Expansion of wet retention area adjacent to mitigation

Dear Mr. Jimrusti:

Pursuant to your application, this is to certify that DPEP License No. DF01-1031 is hereby modified to allow for additional wet retention acreage adjacent to the mitigation as per attached plans stamped by the Department on 8-16-01. These drawings replace drawings 2 of 3 and 3 of 3 of the original license.

The scope and all other conditions of the license remain the same. Attach this letter to the original license as it becomes a part thereof.

Signature (Licensee or authorized agent)

Date

Sincerely,

Eric Myers

Director, Biological Resources Division

c: Calvary Chapel Sawgrass

athyrlantio

