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

This Deed Of Conservation Easement ("Conservation Easement") is

Given this 10\_day of April, 2025 by Hidden Hollow Townhomes Association \_

("Grantor") whose mailing address is c/o West Broward Community MGMT, 820 S. State Road 7,

—Plantation, FL, 33317 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

**W**hereas, 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. ERL <u>DF03-1252 ("License")</u> 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:

<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:

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

- g. Acts or uses detrimental to such aforementioned retention of land or water areas; and
- h. Acts or uses which are detrimental to the preservation of the structural integrity or physical appearance of sites or properties having historical, archaeological, or cultural significance.
- 4. <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. <u>Enforcement.</u> 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.
- 9. <u>Assignment.</u> 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.

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IN WITNESS WHEREOF, DALE // has hereunto set its authorized hand this 10 0	T. SACKETT ("Grantor")  day of APRIL , 20 25
By: Sackett  (Signature)  Name: Dale F. Sackett  (Print)  Title: President	(choose one)
Signed, sealed and delivered in our presence as witned by:  (Signature)  Name:  (Print)  Address:  PANTATION FL 33317	1 CK
State of Florida  County of Broward	
The foregoing instrument was acknowledged be or online notarization this day of day of a sthe	efore me by means of physical presence, 20 5 by DOLE, SACCEA (title), of HOLO HOLO (title), of He/She is (state) driver's
NOTARY PUBLIC, STATE OF FLORIDA (Signature)	(Name) LOIS Four Moto
My Commission Expires: (Q12)	LOIS FAITH METZ  Notary Public-State of Florida  Commission # HH 185498  My Commission Expires  October 12, 2025

COUSINS SURVEYORS & ASSOCIATES, INC.

PROJECT NUMBER: 4578-03

6501 ORANGE DRIVE DAVIE, FLORIDA 33314
CERTIFICATE OF AUTHORIZATION : LB # 6448
PHONE (954) 680-9885 FAX (954) 680-0213

CLIENT :

ZONA DEVELOPERS ILC.

## LAND DESCRIPTION AND SKETCH

#### LAND DESCRIPTION :

A PORTION OF LOTS 34, 35 AND 36, "PALM GARDEN PARK UNIT 1", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 7, PAGE 56 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SAID LOT 35;
THENCE NORTH 90'00'00" EAST ALONG THE NORTH LINE OF SAID LOT 34,
A DISTANCE OF 133.00 FEET;
THENCE SOUTH 00'07'11" EAST ALONG THE EAST LINE OF SAID LOT 34, A
DISTANCE OF 110.00 FEET;
THENCE SOUTH 90'00'00" WEST, A DISTANCE OF 18.23 FEET;
THENCE SOUTH 90'00'00" EAST, A DISTANCE OF 60.00 FEET;
THENCE NORTH 00'00'00" WEST, A DISTANCE OF 50.00 FEET;
THENCE NORTH 00'00'00" EAST, A DISTANCE OF 50.00 FEET;
THENCE NORTH 90'00'00" WEST, A DISTANCE OF 90.00 FEET;
THENCE NORTH 90'00'00" WEST ALONG A LINE 30.00 FEET;
THENCE NORTH 00'07'11" WEST ALONG A LINE 30.00 FEET;
THENCE NORTH 90'00'00" EAST, A DISTANCE OF 50.00 FEET;
THENCE NORTH 90'00'00" EAST, A DISTANCE OF 50.00 FEET;
THENCE NORTH 90'00'00" EAST, A DISTANCE OF 50.00 FEET;
THENCE SOUTH 00'07'11" EAST ALONG THE EAST LINE OF LOT 36, A
DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

COUNTY, FLORIDA; CONTAINING 13,543 SQUARE FEET (0.3109 ACRES) MORE OR LESS. SAID LANDS SITUATE, LYING AND BEING IN THE TOWN OF DAVIE, BROWARD

#### NOTES:

- NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
- DATA SHOWN HEREON DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.
- THE LAND DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR.
- BEARINGS SHOWN HEREON ARE ASSUMED. THE NORTH LINE OF LOT 34 BEARS N 90"00"00" E.

I HEREBY CERTIFY THAT THE "LAND DESCRIPTION AND SKETCH" OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND PREPARED UNDER MY DIRECTION IN DECEMBER, 2005. I FURTHER CERTIFY THAT THIS LAND DESCRIPTION & SKETCH MEETS THE MINIBULM TECHNICAL STANDARDS FOR SURVEYING IN THE STATE OF FLORIDA ACCORDING TO CHAPTER 61G17 OF THE FLORIDA ADMINISTRATIVE CODE. PURSUANT TO SECTION 472.027, FLORIDA STATUTES. THERE ARE NO ABOVE ORGUND DIRECTACHMENTS OTHER THAN THOSE SHOWN HEREON, SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

RICHARO E. COUSINS PROFESSIONAL SURVEYOR AND MAPPER FLORIDA REGISTRATION NO. 4188

REVISIONS DATE FB/PG MMD CKD LAND DESCRIPTION & SKETCH 12/09/05 RÉC

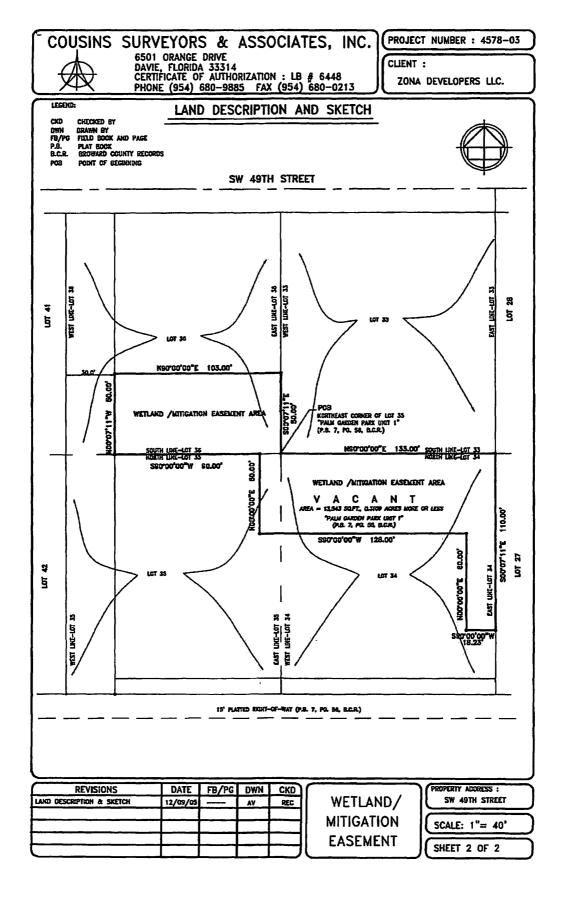
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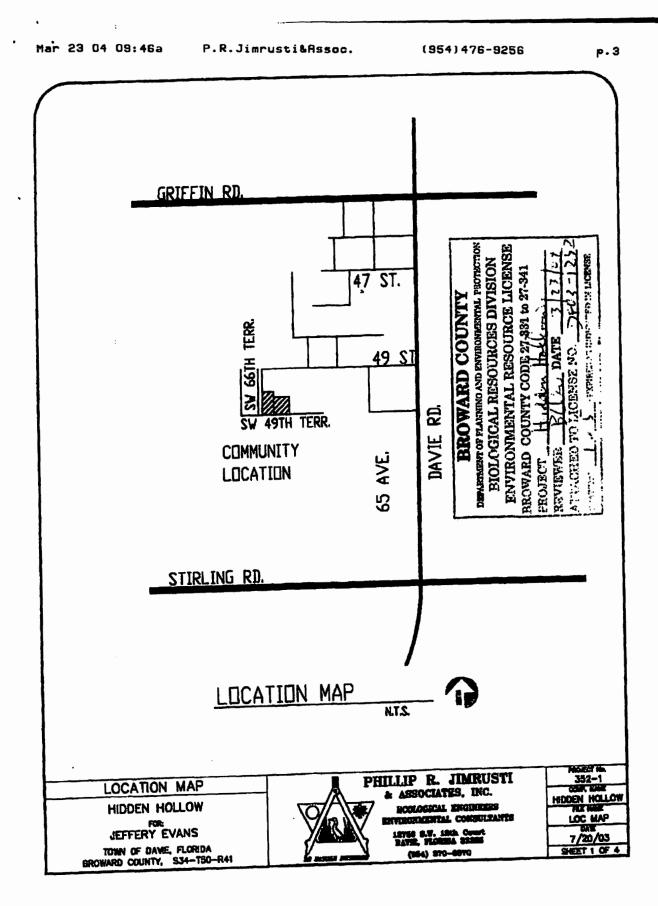
WETLAND/ MITIGATION **EASEMENT** 

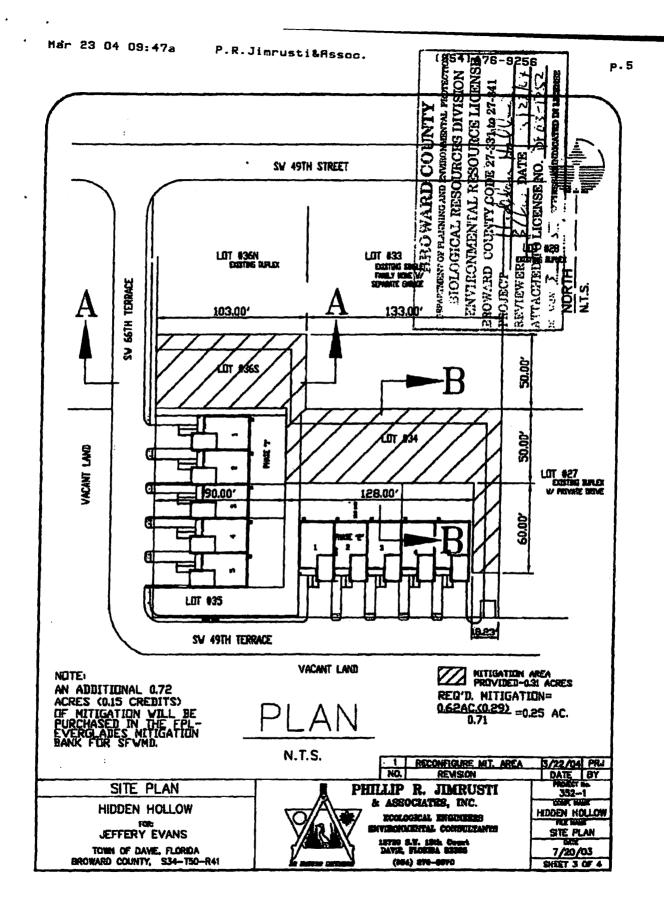
ERTYCADORESS SW 49TH STREET

SCALE: N/A

SHEET 1 OF 2









Department of Planning and Environmental Protection

### **BIOLOGICAL RESOURCES DIVISION**

218 S.W. 1st Avenue • Fort Lauderdale, Florida 33301 • 954-519-1230 • FAX 954-519-1412

# **ENVIRONMENTAL RESOURCE LICENSE**

LICENSEE:

**Jeffrey Evans** 

8930 SR 84, Suite 112 Davie, FL 33324

LICENSE NO.: DF03-1252

PROJECT: **Hidden Hollow** 

wetland impacts &

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 involves impacts to 0.93 acres of low quality wetlands with a melaleuca dominated canopy for a residential development. Compensation will be in the form of 0.31 acres of onsite wetland enhancement. The wetland design incorporates improvement of hydrology through vertical enhancement and subsequent replanting with a mixture of native wetland hardwoods and understory.

Location of Work: The project is located in the northeast corner of SW 66<sup>th</sup> Terrace and SW 49<sup>th</sup> Terrace just west of Davie Road in the Town of Davie, Section 34, Township 50 South, Range 41 East.

Construction shall be in accordance with Application DEP Form 62-343.900(1) and DPEP Addendum both dated 11/4/03, and associated information, all of which is designated as DPEP File No. DF03-1252; plans stamped by the Department on 3/23/04 (attached); and with all General and Specific Conditions of this license.

License No. DF03-1252 Licensee: Jeffrey Evans Project: Hidden Hollow

# **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 3/23/04 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. Compensatory Mitigation (Area)

- 1. Construction and installation of the Area shall be in accordance with plans dated <u>3/23/04</u> by the Department (attached) and associated information. The Area shall be installed concurrently with licensed construction.
- 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. Adjoining properties shall be protected from construction-related runoff and development activities through the use of orange construction fence and siltation screening or haybales. The erosion protection devices shall be placed before the initiation of ground-disturbing activities and shall remain in place until all ground-disturbing activities 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) 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.

License No. DF03-1252 Licensee: Jeffrey Evans Project: Hidden Hollow

- d) Hydrologic conditions and soil characteristics are in general conformity to those specified in plans. Data from the permanent surveyed staff gauges must be collected every two weeks and submitted with the quarterly monitoring reports.
- e) Any preserved or planted species shall be maintained as to exhibit new growth and/or propagation, viability, and overall health.
- f) Existing desirable wetland plant species shall not be injured or killed. Any plants killed will be replaced on a plant-for-plant basis for shrubs and groundcovers and on an inchfor-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 (B. 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 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.
- 6. The licensee agrees to submit an executed Conservation easement and Financial Assurance for the sum of \$23760 within 30 days of license issuance. 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.
- 7. 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 \$13,000. 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 4 and if necessary B.5, the licensee may request the release of the monitoring and maintenance portion of the LOC, which totals \$8,600. All requests shall be made in writing to the Wetlands Resources Section of DPEP.

License No. DF03-1252 Licensee: Jeffrey Evans Project: Hidden Hollow

Recommended for approval by:

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

Reviewed by:

Bul-CC	Kent Edus
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)

4904

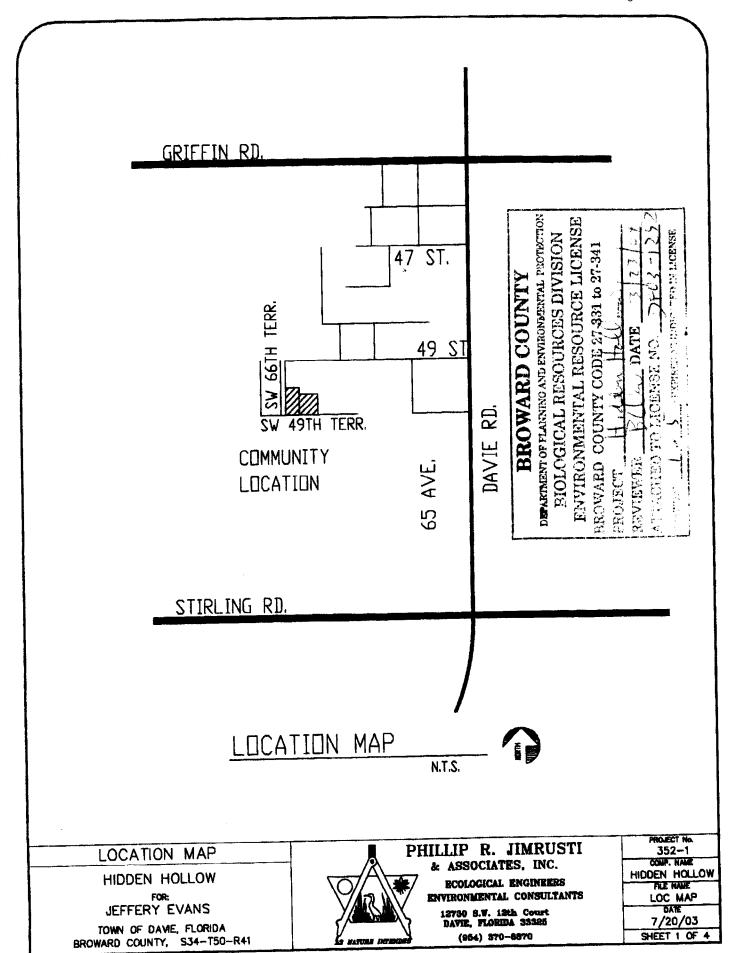
Date

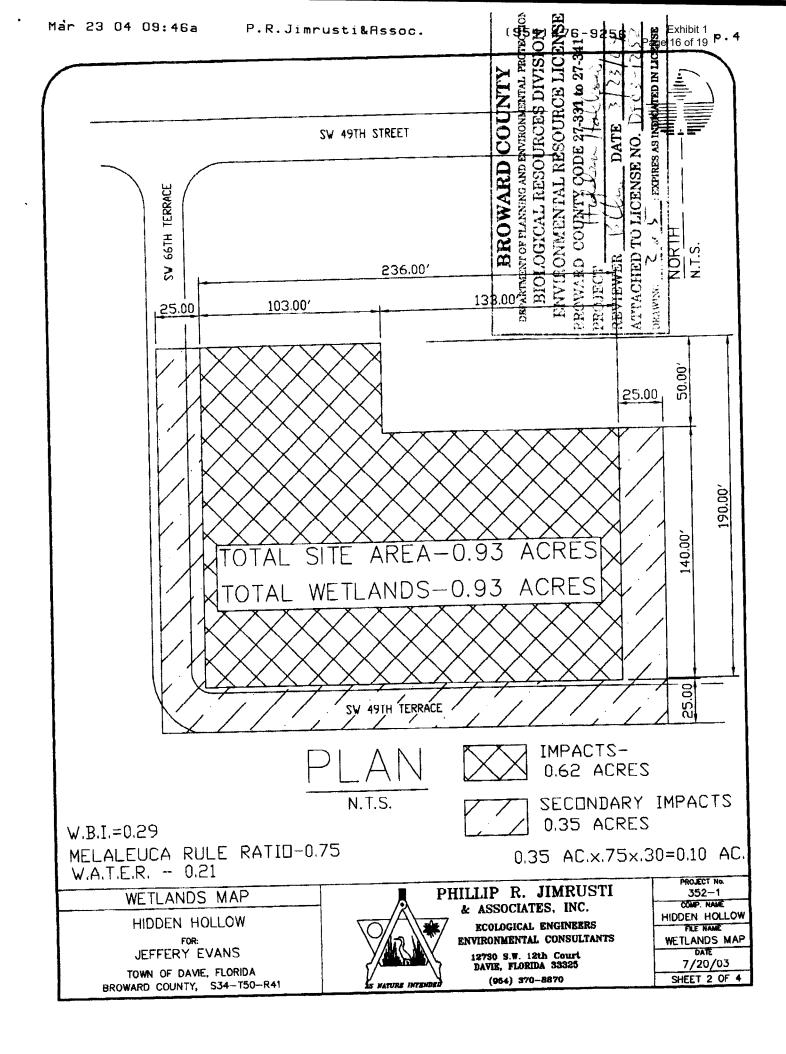
Issued this 9 day of April 2004

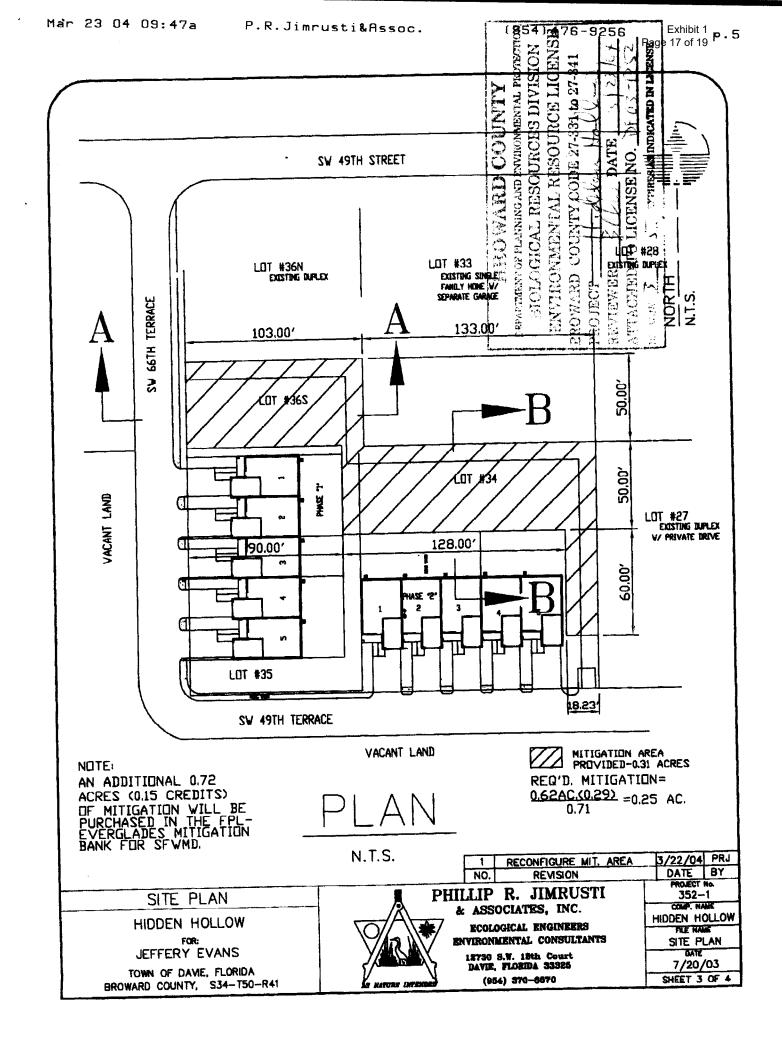
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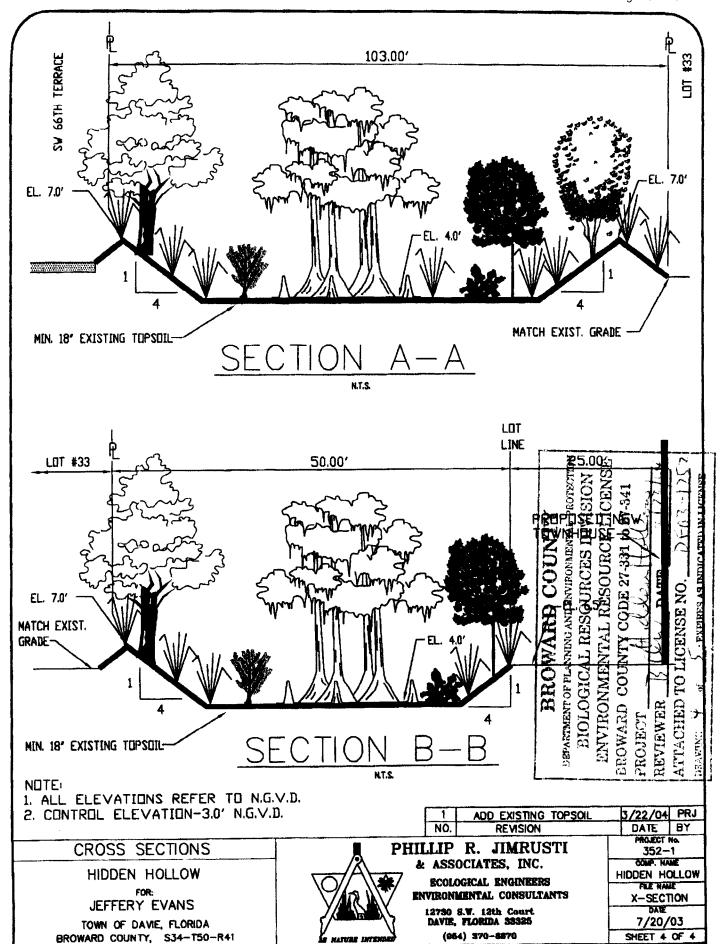
BROWARD COUNTY DEPARTMENT OF PLANNING AND ENVIRONMENTAL PROTECTION

ERIC MYERS, DIRECTOR
BIOLOGICAL RESOURCES DIVISION









# **HIDDEN HOLLOW**

# **VEGETATION LIST**

Trees: Elevation - 4.0' NGVD to 7.0' NGVD

Wetland - Elev. 4.0' NGVD

Annona glabra
Ilex cassine
Persea palustris
Taxodium distichum

(POND APPLE) (DAHOON HOLLY) (SWAMP BAY) (BALD CYPRESS)

Buffer - Elev. 4.0' to 7.0' NGVD

Acer rubrum
Bursera simaruba
Quercus laurifolia
Swietenia mahagoni

(RED MAPLE) (GUMBO LIMBO) (LAUREL OAK) (MAHOGANY)

Shrubs:

Elevation - 4.0' NGVD to 7.0' NGVD

Wetland - Elev. 4.0' NGVD

Chrysobalanus icaco Hamelia patens (COCOPLUM) (FIREBUSH)

Buffer - Elev. 4.0' to 7.0' NGVD

Callicarpa americana Psychotria nervosa (BEAUTYBERRY) (WILD COFFEE) D**epartment** of Planning and Environmental Protection

BROWARD COUNTY

BIOLOGICAL RESOURCES DIVISION ENVIRONMENTAL RESOURCE LICENSE

CODE 27-331

BROWARD COUNTY

EXPIRES AS INDICATED IN LICENSE

ATTACHED TO

REVIEWER

PROJECT

Groundcovers:

Elevation - 4.0' NGVD to 7.0' NGVD

Wetland - Elev. 4.0' NGVD

Acrostichum danaeifolium Muhlenbergia capillaris (LEATHERFERN) (MUHLY GRASS)

Buffer - Elev. 4.0' to 7.0' NGVD

Spartina bakeri
Tripsacum dactyloides

(SAND CORDGRASS) (FAKAHATCHEE GRASS)