

**RESOLUTION NO. 2014-051**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A CONSERVATION EASEMENT TO BE PLACED ON A PORTION OF THE COUNTRY ESTATES FISHING HOLE PARK IN FURTHERANCE OF THE PERMIT REQUIREMENTS; APPROVING THE FORM OF THE CONSERVATION EASEMENT; AND AUTHORIZING THE MAYOR, TOWN ADMINSTRATOR, AND TOWN ATTORNEY TO EXECUTE THE CONSERVATION EASEMENT.**

**WHEREAS**, the Town purchased the real property located at 18900 Griffin Road to develop a passive public park; and

**WHEREAS**, approximately three acres of jurisdictional wetlands have been identified on the site; and

**WHEREAS**, the Town has received permits from Broward County, South Florida Water Management District (SFWMD), and the Army Corps and Engineers to remove the exotics from the jurisdictional wetlands; and

**WHEREAS**, it is a requirement of the adopted park Management Plan to improve these wetlands; and

**WHEREAS**, the Town received a Partners in Preservation Grant from Broward County for the removal of exotic plants from the wetlands in this park; and

**WHEREAS**, it is a requirement of the SFWMD permit to place a conservation easement on these wetlands; and

**WHEREAS**, the Town is desirous of satisfying this grant condition.

**NOW, THEREFORE, BE IT RESOLVED** by the Town Council of the Town of Southwest Ranches, Florida:

**Section 1.** The above-referenced recitals are true and correct and are incorporated herein by reference.

**Section 2.** The Town Council hereby approves the establishment of a conservation easement on the Country Estates Fishing Hole Park as referenced in the legal description attached hereto as Exhibit "A" and survey attached hereto as Exhibit "B", which are incorporated herein by reference.

**Section 3.** The Town Council hereby authorizes the Mayor, Town Administrator, and Town Attorney to enter into the conservation easement in substantially the same form as that attached hereto as Exhibit "C", and to execute any and all documents necessary and proper to effectuate the intent of the Resolution. Once a conservation easement has been effectuated, it shall remain as a covenant running with the land into perpetuity.

**PASSED AND ADOPTED** by the Town Council of the Town of Southwest

Ranches, Florida, this 28<sup>th</sup> day of August, 2014 on a motion by

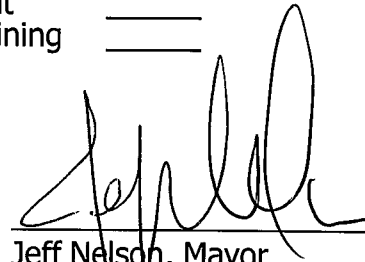
C/m Fisikelli and seconded by C/m Breitkreuz

Nelson  
Jablonski  
Breitkreuz  
Fisikelli  
McKay

Yes  
Yes  
Yes  
Yes  
Yes

Ayes  
Nays  
Absent  
Abstaining

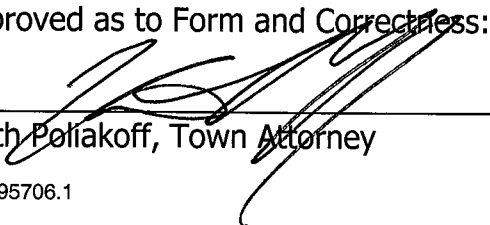
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Jeff Nelson, Mayor

Attest:

  
Russell Muñiz, MMC, Town Clerk

Approved as to Form and Correctness:

  
Keith Poliakoff, Town Attorney

111795706.1

## EXHIBIT A

ALL THAT PART OF TRACT 52 SOUTH OF THE SOUTH NEW RIVER CANAL AND ALL OF TRACT 61, OF "THE EVERGLADES LAND COMPANY'S SUBDIVISION OF SECTION 36 AND SOUTH HALF OF SECTION 25, TOWNSHIP 50 S., RANGE 39 E.", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 63 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. SAID LAND SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

ALSO KNOWN AS:

ALL THAT PORTION OF TRACT 52 THAT LIES SOUTH OF THE SOUTH RIGHT-OF-WAY LINE OF THE SOUTH NEW RIVER CANAL AND ALL OF TRACT 61 IN SECTION 25, TOWNSHIP 50 SOUTH, RANGE 39 EAST, ALL OF THE ABOVE ACCORDING TO THE PLAT OF "THE EVERGLADES LAND COMPANY'S SUBDIVISION OF SECTION 36 AND SOUTH HALF OF SECTION 25, TOWNSHIP 50 SOUTH, RANGE 39 EAST", AS RECORDED IN PLAT BOOK 1, PAGE 63 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. SAID LAND SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

LESS AND EXCEPT THEREFROM

PARCEL 121

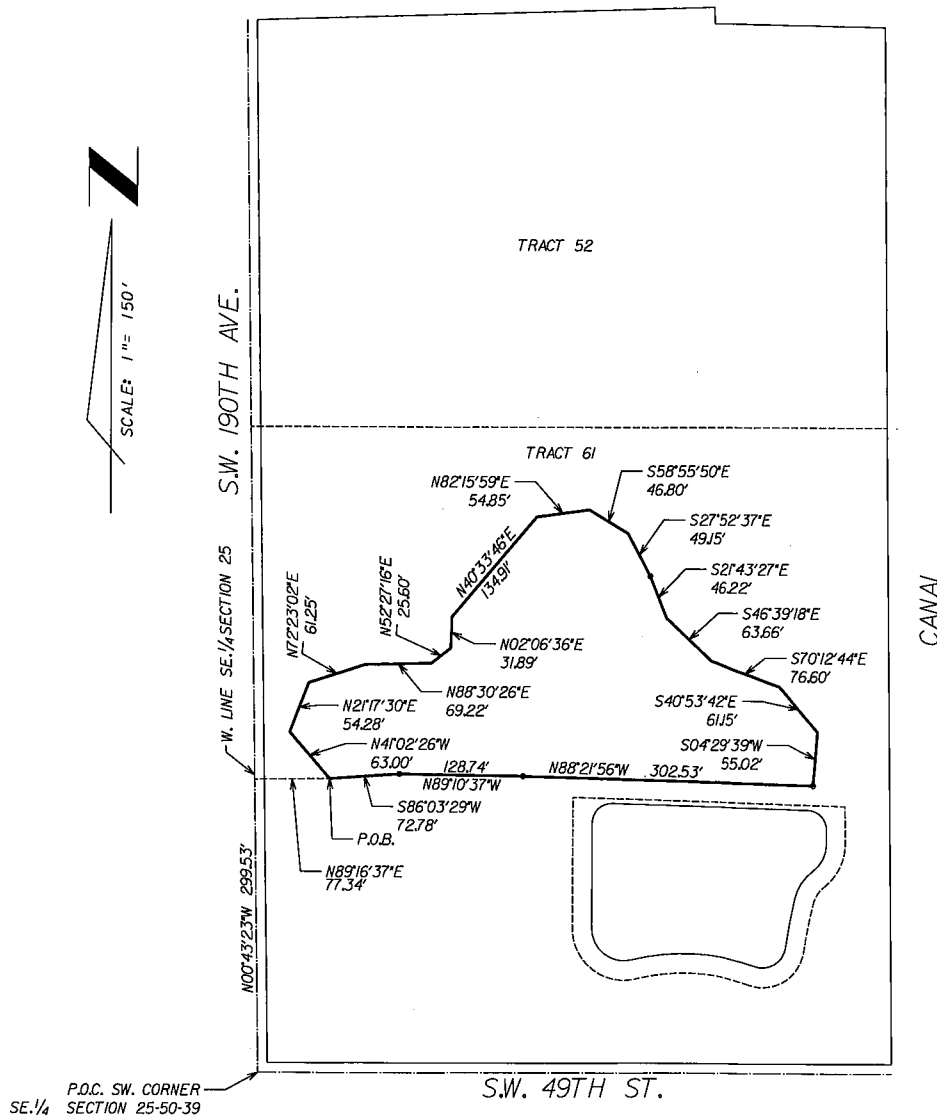
A PORTION OF TRACT 52, OF "THE EVERGLADES LAND COMPANY'S SUBDIVISION OF SECTION 36 AND SOUTH HALF OF SECTION 25, TOWNSHIP 50 S., RANGE 39 EAST", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 63 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA AND LYING IN SECTION 25, TOWNSHIP 50 SOUTH, RANGE 39 EAST, BROWARD COUNTY, FLORIDA CONVEYED TO BROWARD COUNTY, FLORIDA BY VIRTUE OF WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 20978, PAGE 952, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 25; THENCE NORTH 00°07'32" WEST ALONG THE EAST LINE OF SAID SECTION 25 FOR 1156.60 FEET; THENCE SOUTH 88°07'59" WEST ALONG THE SOUTH RIGHT-OF-WAY LINE OF THE C-11 CANAL FOR 1992.08 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°34'35" EAST FOR 26.19 FEET; THENCE NORTH 88°56'04" WEST FOR 179.42 FEET; THENCE NORTH 01°52'01" WEST FOR 17.00 FEET; THENCE NORTH 88°07'59" EAST ALONG THE SOUTH RIGHT-OF-WAY LINE OF THE C-11 CANAL FOR 179.78 FEET TO THE POINT OF BEGINNING;

# DESCRIPTION

THAT PORTION OF TRACT 61 OF "THE EVERGLADES LAND COMPANY'S SUBDIVISION OF SECTION 36 AND THE SOUTH HALF OF SECTION 25, TOWNSHIP 50 SOUTH, RANGE 39 EAST" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 63 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, AND LYING IN SECTION 25, TOWNSHIP 50 SOUTH, RANGE 39 EAST, DESCRIBED AS FOLLOWS COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 25; THENCE RUN NORTH 00°43'23" WEST (BASIS OF BEARINGS A GRID BEARING) 299.53 FEET ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER; THENCE RUN NORTH 89°16'37" EAST 77.34 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 41°02'26" WEST 63.00 FEET; THENCE RUN NORTH 21°17'30" EAST 54.28 FEET; THENCE RUN NORTH 72°23'02" EAST 61.25 FEET; THENCE RUN NORTH 88°30'26" EAST 69.22 FEET; THENCE RUN NORTH 52°27'16" EAST 25.60 FEET; THENCE RUN NORTH 02°06'36" EAST 31.89 FEET; THENCE RUN NORTH 40°33'46" EAST 134.91 FEET; THENCE RUN NORTH 82°15'59" EAST 54.85 FEET; THENCE RUN SOUTH 58°55'50" EAST 46.80 FEET; THENCE RUN SOUTH 27°52'37" EAST 49.15 FEET; THENCE RUN SOUTH 21°43'27" EAST 46.22 FEET; THENCE RUN SOUTH 46°39'18" EAST 63.66 FEET; THENCE RUN SOUTH 70°12'44" EAST 76.60 FEET; THENCE RUN SOUTH 40°53'42" EAST 61.15 FEET; THENCE RUN SOUTH 04°29'39" WEST 55.02 FEET; THENCE RUN NORTH 88°21'56" WEST 302.53 FEET; THENCE RUN NORTH 89°10'37" WEST 128.74 FEET; THENCE RUN SOUTH 86°03'29" WEST 72.78 FEET TO THE POINT OF BEGINNING. SAID LANDS SITUATE IN THE TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA AND CONTAINING 2.0062 ACRES, MORE OR LESS.

GRIFFIN ROAD



P.O.C. SW. CORNER  
SE. 1/4  
SECTION 25-50-39

S.W. 49TH ST.

BY: MARK D. STURGIS  
PROFESSIONAL SURVEYOR AND MAPPER NO. 4829  
STATE OF FLORIDA

LEGEND  
P.O.C.: POINT OF COMMENCEMENT  
P.O.B.: POINT OF BEGINNING

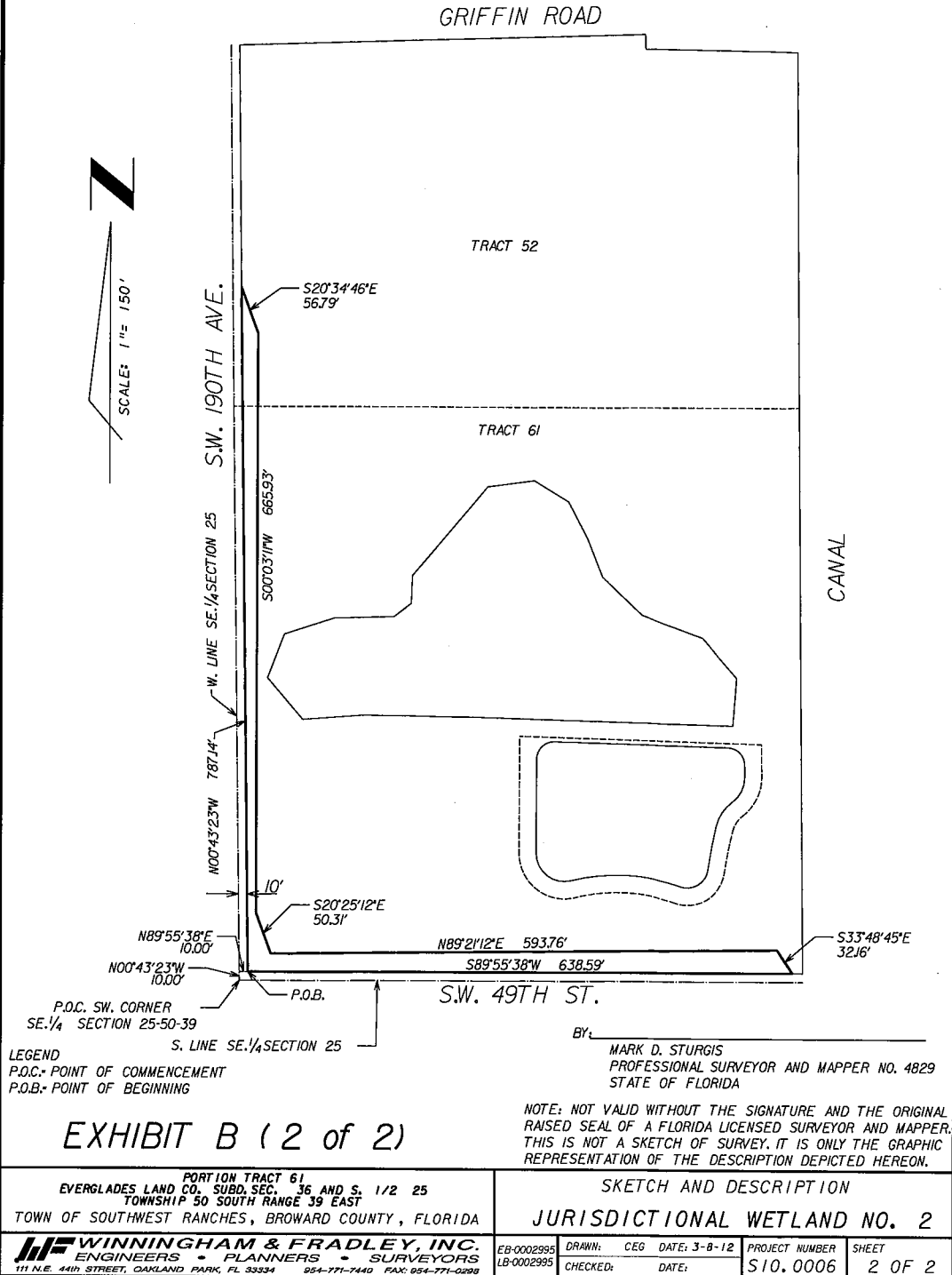
## EXHIBIT B (1 of 2)

NOTE: NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL  
RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.  
THIS IS NOT A SKETCH OF SURVEY, IT IS ONLY THE GRAPHIC  
REPRESENTATION OF THE DESCRIPTION DEPICTED HEREON.

<p>PORTION TRACT 61 EVERGLADES LAND CO., SUBD. SEC. 36 AND S. 1/2 25 TOWNSHIP 50 SOUTH RANGE 39 EAST TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA</p>	<p>SKETCH AND DESCRIPTION JURISDICTIONAL WETLAND NO. 1</p>
<p><b>WINNINGHAM &amp; FRADLEY, INC.</b> ENGINEERS - PLANNERS - SURVEYORS 111 N.E. 44th STREET, OAKLAND PARK, FL 33334 954-771-7440 FAX: 954-771-0298</p>	<p>EB-0002995 DRAWN: CEG DATE: 3-8-12 PROJECT NUMBER SHEET LB-0002995 CHECKED: DATE: S10.0006 1 OF 2</p>

# DESCRIPTION

THAT PORTION OF TRACTS 52 AND 61 OF "THE EVERGLADES LAND COMPANY'S SUBDIVISION OF SECTION 36 AND THE SOUTH HALF OF SECTION 25, TOWNSHIP 50 SOUTH, RANGE 39 EAST" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 63 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, AND LYING IN SECTION 25, TOWNSHIP 50 SOUTH, RANGE 39 EAST, DESCRIBED AS FOLLOWS COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 25; THENCE RUN NORTH 00°43'23"W (BASIS OF BEARINGS A GRID BEARING) 10.00 FEET ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER; THENCE RUN NORTH 89°55'38" EAST 10.00 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 00°43'23"W 787.14 FEET ALONG A LINE 10 FEET EAST OF, AS MEASURED AT RIGHT ANGLES AND PARALLEL WITH THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE RUN SOUTH 20°34'46" EAST 56.79 FEET; THENCE RUN SOUTH 00°03'11"W 665.93 FEET; THENCE RUN SOUTH 20°25'12" EAST 50.31 FEET; THENCE RUN NORTH 89°21'12" EAST 593.76 FEET; THENCE RUN SOUTH 33°48'45" EAST 32.16 FEET; THENCE RUN SOUTH 89°55'38" WEST 638.59 FEET ALONG A LINE 10 FEET NORTH OF, AS MEASURED AT RIGHT ANGLES AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 25 TO THE POINT OF BEGINNING. SAID LANDS SITUATE IN THE TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA AND CONTAINING 0.6005 ACRES, MORE OR LESS.



Document prepared by:  
Carol Capri Kalliche, Attorney at Law  
Arnstein & Lehr LLP  
200 East Las Olas Blvd.  
Suite 1000  
Fort Lauderdale, FL 33301

Return recorded document to:  
Broward County Environmental Protection and  
Growth Management Department  
Development and Environmental Regulation Division  
1 North University Drive, Suite 301  
Plantation, Florida 33324

**Town of Southwest Ranches**  
**JOINT DEED OF CONSERVATION**  
**EASEMENT AND AGREEMENT**

THIS JOINT DEED OF CONSERVATION EASEMENT ("Conservation Easement") is given this 28<sup>th</sup> day of August, 2014 by Town of Southwest Ranches, a Florida municipal corporation ("Grantor") whose mailing address is 13400 Griffin Road Southwest Ranches, FL 33330 to the South Florida Water Management District, 3301 Gun Club Road, West Palm Beach, Florida 33406, and Broward County, a political subdivision of the state of Florida, 115 South Andrews Avenue, Room 423, Fort Lauderdale, Florida 33301 (collectively referred to as "Grantees"). As used herein, the term "Grantor" shall include any and all heirs, assigns, successors, or successors-in-interest of the Grantor, and all subsequent owners of the "Property" and "Conservation Area(s)" (as hereinafter defined) and the term "Grantees" shall include any successors, successors-in-interest or assignees of Grantees.

**W I T N E S S E T H**

WHEREAS, the Grantor is the owner of certain lands situated in Broward County, Florida, and more specifically described in Exhibit A, attached and incorporated herein by reference and referred to as the ("Property"); and

WHEREAS, the Grantor desires to construct a park-site with a wetland area ("Project") on the Property, which Project is subject to regulatory jurisdiction of the South Florida Water Management District ("District") and the Broward County Environmental Protection and Growth Management Department ("EP&GMD or the County"); and

WHEREAS, EP&GMD License No. DF11-1152 as may be modified or reissued and District Permit No. 06-06509-P ("District Permit") as may be modified authorize certain activities which affect waters in or of the State of Florida, and/or regulated aquatic or wetland resources located in Broward County, Florida.

[Type here]

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

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

NOW, THEREFORE, in consideration of the issuance of the EP&GMD License and District Permit, to construct and operate the permitted activity, and as an inducement to Grantees in issuing the EP&GMD License and District Permit, together with other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, Grantor hereby grants, creates, and establishes a perpetual Conservation Easement for and in favor of the Grantees upon the Conservation Area which shall run with the land(s) as described in Exhibits A and B, and be binding upon the 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 and/or water of the Conservation Area in their natural, vegetative, hydrologic, scenic, open, agricultural or wooded condition and to retain such areas as suitable habitat for fish, plants or wildlife. It is the purpose and intent of this Conservation Easement to assure that the Conservation Area will be retained and maintained forever predominantly in the vegetative and hydrologic condition as specified in the EP&GMD License and District Permit. The Conservation Area shall be maintained forever by the Grantor, in the enhanced, restored, preserved and/or created conditions required by the EP&GMD License and District Permit. To carry out this purpose, the following rights are conveyed to Grantees by this Conservation Easement:
  - (a) To enter upon and cross such portions of the Property and the Conservation Area in a reasonable manner and at reasonable times with any necessary equipment or vehicles to ensure compliance and to enforce the rights herein granted.

(b) To enjoin any activity on or use of the Conservation Area that is inconsistent with this Conservation Easement and to enforce the restoration of such areas or features of the Conservation Area that may be damaged by any inconsistent activity and/or use.

3. Prohibited Uses. Except for the restoration, creation, enhancement, maintenance and monitoring activities, surface water management improvements, or other activities and improvements related to the Conservation Area that are permitted or required by the EP&GMD License and the District Permit, the following activities are prohibited in or on the Conservation 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) Removal or destruction of trees, shrubs, or other vegetation, except for the removal of nuisance or exotic vegetation as approved by EP&GMD and District;
- (d) Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface;
- (e) Surface use except for purposes that permit the land or water area to remain in its natural or enhanced vegetative and hydrologic condition as specified in the EP&GMD License and District Permit;
- (f) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation, including but not limited to ditching, diking, and fencing;
- (g) Acts or uses detrimental to said aforementioned retention and maintenance of land or water areas; and
- (h) Acts or uses detrimental to the preservation of any features or aspects of the Conservation Area having historical, archeological or cultural significance.

4. Grantor's Reserved Rights. Grantor reserves all rights as owner of the Conservation Area, including the right to engage in uses of the Conservation Area that are not prohibited herein and which are not inconsistent with the intent



and purpose of this Conservation Easement, or any District rule, criteria, or permit, or any County ordinance, license or approval.

5. No Dedication. No right of access by the general public to any portion of the Conservation Area is conveyed by this Conservation Easement.

6. Grantees' Liability. Grantees shall not be responsible for any costs or liabilities related to the operation, upkeep, and maintenance of the Conservation Area and Grantor does hereby indemnify and hold harmless the Grantees from the same.

7. Acts Beyond Grantor's Control. Should any Conservation Area be injured or changed from natural causes, including but not limited to fire, flood, storm and earth movement, the Grantor shall be provided notice and a reasonable opportunity to restore the affected Conservation Area to a condition that satisfies the EP&GMD License and District Permit requirements prior to either Grantee bringing any action for noncompliance with the EP&GMD License and District Permit.

8. Property Taxes. Grantor shall pay any and all real property taxes and assessments levied by competent authority on the Conservation Area. Grantor shall keep the payment of taxes and assessments on the Conservation Area or Property current and shall not allow any lien on the Conservation Area or Property superior to this Conservation Easement. In the event Grantor fails to extinguish or obtain a subordination of such lien, in addition to any other remedy, the Grantees may, but shall not be obligated to, elect to pay the lien on behalf of the Grantor and Grantor shall reimburse Grantees for the amount paid by the Grantees, together with Grantees' reasonable attorney's fees and costs, with interest at the maximum rate allowed by law, no later than thirty days after such payment. In the event the Grantor does not so reimburse the Grantees, the debt owed to Grantees shall constitute a lien against the Conservation Area and/or Property which shall automatically relate back to the recording date of this Conservation Easement. Grantees may foreclose this lien on the Conservation Area or Property in the manner provided for mortgages on real property.

9. Enforcement. The terms and conditions of this Conservation Easement may be enforced by the Grantees by injunctive relief and other available remedies. In any action in which the Grantees prevail, the Grantees shall be entitled to recover the cost of restoring the Conservation Area to the natural vegetative, hydrologic, scenic, open, agricultural or wooded condition existing at the time of execution of this Conservation Easement or to the vegetative and hydrologic condition required by the aforementioned EP&GMD License and

District Permit. Venue for said actions shall be exclusively in the Seventeenth Judicial Circuit, in and for Broward County, Florida. These remedies are in addition to any other remedy, fine or penalty which may be applicable under the most recent versions of Chapter 27 of the Broward County Code of Ordinances, Chapter 40E-4, F.A.C., et. seq., Chapter 373, Florida Statutes, or as otherwise provided by law. Enforcement of the terms, provisions, and restrictions of this Conservation Easement shall be at the reasonable discretion of Grantees, and any forbearance on behalf of Grantees to exercise their rights hereunder in the event of any breach hereof by Grantor, shall not be deemed or construed to be a waiver of Grantees' rights hereunder.

10. Assignment. Grantees will hold this Conservation Easement exclusively for conservation purposes. Grantees will not assign their rights and obligations under this Conservation Easement except to another organization or entity qualified to hold such interests under the applicable state laws.

11. Restoration. Grantor agrees to restore the Conservation Area to the vegetative and hydrologic condition required by the aforementioned EP&GMD License and District Permit if any third party exercises any easement right or property interest or conducts any other activity on the property that causes damage, degradation or negative impacts to the Conservation Area.

12. Maintenance. Grantor's obligation to retain and maintain the Conservation Area forever predominantly in the vegetative and hydrologic condition as herein specified shall run with the lands(s) described in Exhibits A and B, and shall be binding upon the Grantor, and shall inure to the benefit of the Grantees, and more particularly set forth herein. The intent of this Conservation Easement is that the responsibilities and liabilities associated with the Conservation Easement shall run with the land(s) described in Exhibits A and B, and be binding upon the fee simple title holder of those land(s) as required hereunder.

13. 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.

14. 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.

15. Terms and Restrictions. The terms, conditions, restrictions and purpose of this Conservation Easement shall be inserted by Grantor in any subsequent deed or other legal instrument by which Grantor divests itself of any interest in the land(s) described in Exhibit A or B. Any future holder of the Grantor's interest in the land(s) described in Exhibit A or B shall be notified in writing by Grantor of this Conservation Easement.

16. Modifications. This Conservation Easement may be amended, altered, released or revoked only by written agreement between the Grantor and Grantees.

TO HAVE AND TO HOLD unto Grantees forever. This Conservation Easement shall be recorded in the Public Records of Broward County and the covenants, terms, conditions, restrictions and purpose imposed with this Conservation Easement shall not only be binding upon Grantor, but also its agents, heirs, assigns, successors and successor-in-interest and shall continue as a servitude running in perpetuity with the land(s) described in Exhibits A and B.

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

IN WITNESS WHEREOF, Town of Southwest Ranches has hereunto set its authorized hand this 28<sup>th</sup> day of August, 2014.

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SIGNATURES ON FOLLOWING PAGES**

TOWN OF SOUTHWEST RANCHES

ATTEST:

Russell Muñiz  
Russell Muñiz, Town Clerk

By:

Jeff Nelson  
Jeff Nelson, Mayor

By:

Andrew Berns  
Andrew Berns, Town Administrator

Approved as to Form and Correctness:

Dated: August 28, 2014, 2014

Keith Poliakoff  
Keith Poliakoff, Town Attorney

STATE OF FLORIDA :  
COUNTY OF BROWARD :

The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of Sept., 2014, by JEFF NELSON, as Mayor and ANDREW BERNs, as Town Administrator for the Town of Southwest Ranches, who are personally known to me, or produced \_\_\_\_\_ as identification, and he/she did/did not take an oath.

My Commission Expires:

Ivette Solera  
Notary Public

Ivette Solera  
Printed name of Notary



IVETTE SOLERA  
MY COMMISSION # FF 110488  
EXPIRES: April 7, 2018  
Bonded Thru Budget Notary Services

**ACCEPTANCE BY BROWARD COUNTY**

The Broward County Board of County Commissioners hereby accepts this  
Conservation Easement for EP&GMD License No.

ATTEST;

BROWARD COUNTY, through its  
BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
County Administrator and  
Ex-Officio Clerk of the  
Board of County Commissioners  
of Broward County, Florida

By \_\_\_\_\_  
Mayor

\_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

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

\_\_\_\_\_  
Assistant County Attorney

111723963.1