

RESOLUTION NO. 2025-024

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, GRANTING A "JOINT DEED OF CONSERVATION EASEMENT – STANDARD (WITHIN BROWARD COUNTY)" TO THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT AND BROWARD COUNTY FOR FRONTIER TRAILS MITIGATION AREA; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town has designed and applied for construction permits through applicable regulatory agencies to construct the Frontier Trails Mitigation Area; and

WHEREAS, such permits are required in furtherance of the Town's agreement with Florida Communities Trust ("FCT"), and Altman Properties Logistics, LLC F/K/A BBX Logistics Properties, LLC ("Altman"); and

WHEREAS, the current design calls for the impacted wetlands to be mitigated on 29.678 acres owned by the Town at Frontier Trails Park as shown in Exhibit "A"; and

WHEREAS, a Joint Deed of Conservation Easement is required with Broward County in perpetuity for the mitigated wetland area as shown in Exhibit "B" of the attached easement agreement; and

WHEREAS, Altman shall ensure, at its sole cost and expense, that the Frontier Trails Mitigation Area has stabilized, in accordance with the governmental standards, prior to the commencement of the Town's perpetual maintenance responsibility;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA THAT:

SECTION 1. ADOPTION OF RECITALS. The foregoing recitals are true and correct and are incorporated herein by reference.

SECTION 2. The Town Council hereby approves the "Joint Deed of Conservation Easement – Standard (Broward County)" for the Frontier Trails Mitigation Area and authorizes the necessary Town officials to execute the easement which is attached hereto and incorporated herein by references Exhibit "C".

SECTION 3. CONFLICTS. All resolutions or parts of resolution in conflict herewith, be and the same are repealed to the extent of such conflict.

SECTION 4. SEVERABILITY. If any clause, section, or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or

invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affecting the validity of the other provisions of this Resolution.

SECTION 6. EFFECTIVE DATE. This Resolution shall be effective immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, this 21st day of November, 2024, on a motion by Council Member Kuczenski and seconded by Vice Mayor Hartmann.

[Signatures on Next Page]

Breitkreuz	<u>YES</u>
Kuczenski	<u>YES</u>
Allbritton	<u>ABSENT</u>
Hartmann	<u>YES</u>
Jablonski	<u>YES</u>

Ayes	<u>4</u>
Nays	<u>0</u>
Absent	<u>1</u>
Abstaining	<u>0</u>



Steve Breitkreuz, Mayor

ATTEST:


Debra Ruesga, CMC, Town Clerk

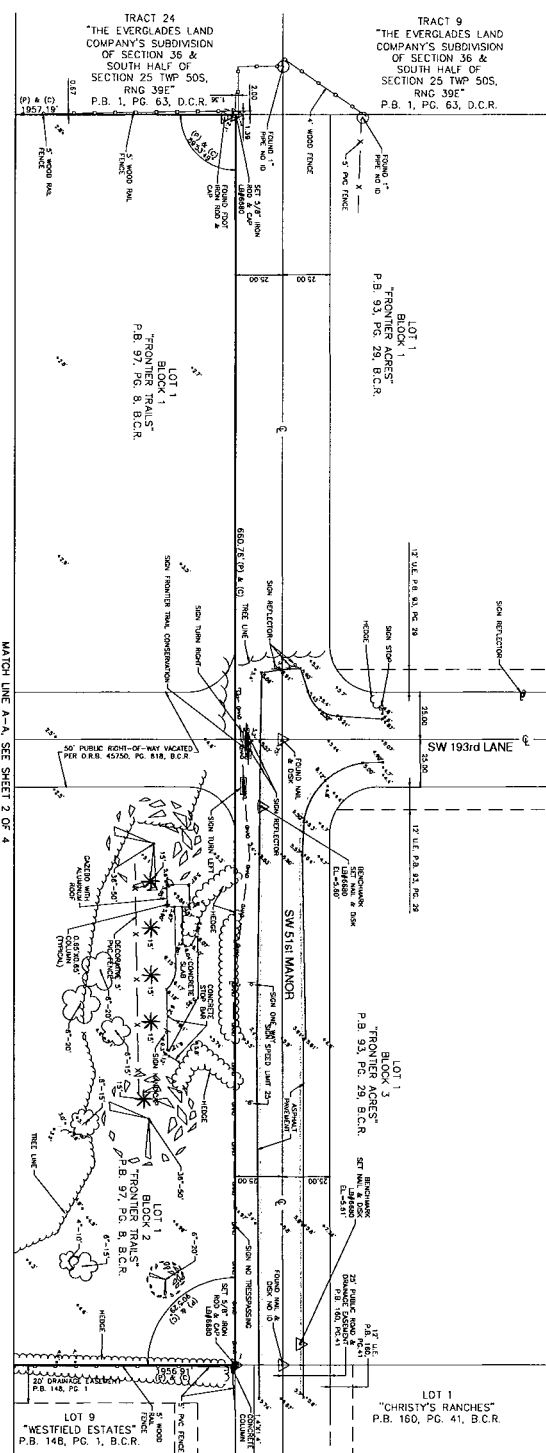
Approved as to legal Form and Correctness


Keith M. Poliakoff, Esq., Town Attorney
1001.078.2024

[illegible]

AND ALSO THERE WITH CERTAIN CATTLE BOAT--WAY OF 1890 LANE AND SW 1/4 PLATE IS DESCRIBED IN OFFICIAL RECORDS BOOK 45762, PAGE 818, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

39879 LANDS SITUATED, LYING AND BEING IN THE TOWN OF SOUTH-EAST PRINCETON, BROWARD COUNTY, FLORIDA, COMPRISING 1,292,73.29 SQUARE FEET OR LESS.



MATCH LINE A-A, SEE SHEET 2 OF 4

[illegible]

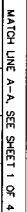
Martin P. Rosen

I HEREBY CERTIFY THAT THIS SURVEY MEETS STANDARDS OF PRACTICE

[illegible]

SKETCH OF BOUNDARY & TOPOGRAPHIC SURVEY


FRONTIER TRAILS
 TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA



GRAPHIC SCALE

0 15 20 60

(IN FEET)

1 INCH = 20 FEET

CERTIFICATE OF REGISTRATION			
LB6680			
REG	LP	MR	
DATE	DATE	DATE	
PRODUCT / REG NO.			
23-00183			
ISSUED BY			
TS-2			
DATE DUE:			
10/13/23			

FRONTIER TRAILS

TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA

2	12/7/73	REVISED TO SHOW BOUNDARY AREA	MR	SE	
1	10/7/73	ADD DRAINAGE STRUCTURES	MR	SE	

10/1/2023 TS-3	<div style="display: flex; align-items: center;"> <div> <p>MILLER LEGG</p> <p>South Florida Office 11500 NW 11th Street, Suite 200 Sunrise, Florida 33325 954-536-7000 www.millerlegg.com</p> </div> </div>	<h1 style="margin: 0;">FRONTIER TRAILS</h1> <h2 style="margin: 0;">TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA</h2>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%;">2</td> <td style="width: 15%;">10/27/23</td> <td style="width: 60%;">REVISED TO SHOW BOUNDARY AREA</td> <td style="width: 20%; text-align: center;">sh</td> <td style="width: 10%; text-align: center;">18</td> </tr> <tr> <td>1</td> <td>10/27/23</td> <td>ADD DRAINAGE STRUCTURES</td> <td>sh</td> <td>12</td> </tr> <tr> <td colspan="5" style="text-align: center;">REVISIONS</td> </tr> </table>	2	10/27/23	REVISED TO SHOW BOUNDARY AREA	sh	18	1	10/27/23	ADD DRAINAGE STRUCTURES	sh	12	REVISIONS				
2	10/27/23	REVISED TO SHOW BOUNDARY AREA	sh	18														
1	10/27/23	ADD DRAINAGE STRUCTURES	sh	12														
REVISIONS																		

SHEET 1 OF 4

AND ALSO TOGETHER WITH: THAT CERTAIN VACATED RIGHT-OF-WAY OF 193RD LANE AND SW 54th PLACE AS DESCRIBED IN OFFICIAL RECORDS BOOK 45750, PAGE 818, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

BEGIN AT THE NORTHEAST CORNER OF SAID LOT 1, BLOCK 2; THENCE ALONG THE EAST LINE OF SAID LOT 1, BLOCK 2, SOUTH 00°09'03" EAST 75.26 FEET TO A POINT OF CUSP WITH A 25.00 FOOT RADIUS TANGENT CURVE CONCAVE TO THE SOUTHWEST; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°47'11" AN ARC DISTANCE OF 39.61 FEET TO A POINT OF TANGENCY; THENCE SOUTH 89°03'46" WEST 234.42 FEET TO A POINT OF CURVATURE OF A 15.00 FOOT RADIUS CURVE CONCAVE TO THE NORTHEAST; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" AN ARC DISTANCE OF 23.56 FEET TO A POINT OF TANGENCY; THENCE NORTH 00°56'14" WEST 14.51 FEET TO A POINT OF CURVATURE OF A 25.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°03'46" AN ARC DISTANCE OF 38.86 FEET TO A POINT OF CUSP WITH A TANGENT LINE TO SAID CURVE; THENCE ALONG SAID LINE, ALSO BEING THE NORTH LINE OF SAID LOT 1, NORTH 89°56'29" EAST 300.08 FEET TO THE POINT OF BEGINNING.

SW 196 LN

SW 195 TERRACE

SW 54 PLACE

SW 193 RD LN

SW 51 ST MINOR

SW 192 TERRACE

SW 192 TERRACE

SW 188 AVENUE

SW 186 AVENUE

SW 57 COURT

STIRLING ROAD

EASEMENT LOCATION

TOWNSHIP 50S -- RANGE 39E-- SECTION 36

LOCATION MAP

N.T.S

Digitally signed by
Martin P Rossi
Date: 2024.05.22
11:46:52 -04'00'

SKETCH & DESCRIPTION

THIS SKETCH DOES NOT
REPRESENT A BOUNDARY SURVEY

DATE	REVISIONS	DWN.	CHK.
DRAWN BY:	LP	CHECKED BY:	MR

FRONTIER TRAILS

1. I HEREBY CERTIFY THAT THIS SKETCH MEETS
STANDARDS OF PRACTICE AS SET FORTH BY THE
FLORIDA DEPARTMENT OF AGRICULTURE AND
CONSUMER SERVICES OF PROFESSIONAL
SURVEYORS AND MAPPERS IN CHAPTER 5J-17,
FLORIDA ADMINISTRATIVE CODE PURSUANT TO
SECTION 57.027, FLORIDA STATUTES.
2. DATED THIS 16th DAY OF MAY 2024 A.D.

No. 5857 SECTION 472.02, FLORIDA STATUTES.
DATED THIS 16TH DAY OF MAY 2024 A.D.



MILLER **LEGG**

South Florida Office: 13680 NW 5th Street, Suite 260
 Sunrise, Florida • 33325
 954-436-7000
www.millerlegg.com

Martin P. Rossi
 MARTIN P. ROSSI
 PROFESSIONAL SURVEYOR AND MAPPER
 STATE OF FLORIDA REGISTRATION No. 5857
 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL
 CERTIFICATE OF AUTHORIZATION: LB6680

PROJECT NO.
23-00183

FILE NO.
V-01

TRACT 9 "THE EVERGLADES LAND COMPANY'S
SUBDIVISION OF SECTION 36 & SOUTH HALF
OF SECTION 25 TWP 50S, RNG 39E"
P.B. 1, PG. 63, D.C.R.

TRACT 24
"THE EVERGLADES LAND COMPANY'S SUBDIVISION OF
SECTION 36 & SOUTH HALF OF SECTION 25 TWP 50S, RNG 39E" P.B. 1, PG. 63, D.C.R.

N00°09'42"W 1957.19'

LOT 1
BLOCK 1
"FRONTIER ACRES"
P.B. 93, PG. 29, B.C.R.

12' U.E. P.B. 93, PG. 29

SW 193rd LANE

LOT 1
BLOCK 3
"FRONTIER ACRES"
P.B. 93, PG. 29, B.C.R.

12' U.E. P.B. 93, PG. 29

12' U.E.
P.B. 160, PG. 41

25' PUBLIC ROAD &
DRAINAGE EASEMENT

P.B. 160, PG. 41

R=25.00'
Δ=89°03'46"
L=38.86'

P.O.B. LESS OUT
NE CORNER LOT 1, BLOCK 2
(P.B. 97, PG. 8, B.C.R.)

NORTH LINE LOT 1, BLOCK 1
(P.B. 98, PG. 1, B.C.R.)

SW 51st MANOR

S89°56'29"W 660.76'
R/W

N89°56'29"E 300.08'

S00°09'03"E 75.26'

N00°56'14"W 14.51'

S89°03'46"W 234.42'

R=15.00'
Δ=90°00'00"
L=23.56'

R=25.00'
Δ=90°47'11"
L=39.61'

WEST LINE BLOCK 1
(P.B. 97, PG. 8, B.C.R.)

LOT 1
BLOCK 1
"FRONTIER TRAILS"
P.B. 97, PG. 8, B.C.R.

EAST LINE BLOCK 2
(P.B. 97, PG. 8, B.C.R.)

LOT 1
BLOCK 2
"FRONTIER TRAILS"
P.B. 97, PG. 8, B.C.R.

LOT 2
BLOCK 1
"FRONTIER TRAILS"
P.B. 97, PG. 8, B.C.R.

LOT 2
BLOCK 2
"FRONTIER TRAILS"
P.B. 97, PG. 8, B.C.R.

40' DRAINAGE
EASEMENT
P.B. 148, PG. 1

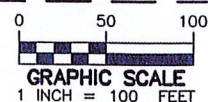
NOTE:

BEARINGS SHOWN HEREON ARE BASED ON A BEARING
OF S00°09'03"E ALONG THE EAST LINE OF BLOCK 2
(P.B. 97, PG. 8, B.C.R.)

ABBREVIATIONS:

P.B. - PLAT BOOK
O.R.B. - OFFICIAL RECORDS BOOK
PG. - PAGE
B.C.R. - BROWARD COUNTY RECORDS
D.C.R. - DADE COUNTY RECORDS
U.E. - UTILITY EASEMENT
D.E. - DRAINAGE EASEMENT
REF. - REFERENCE
P.O.C. - POINT OF COMMENCEMENT
P.O.B. - POINT OF BEGINNING
CL - CENTERLINE
R/W - RIGHT-OF-WAY

MATCH LINE A-A, SEE SHEET 3 OF 4



MILLER LEGG

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Certificate of Authorization L.B. 6680

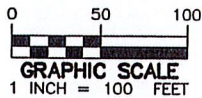
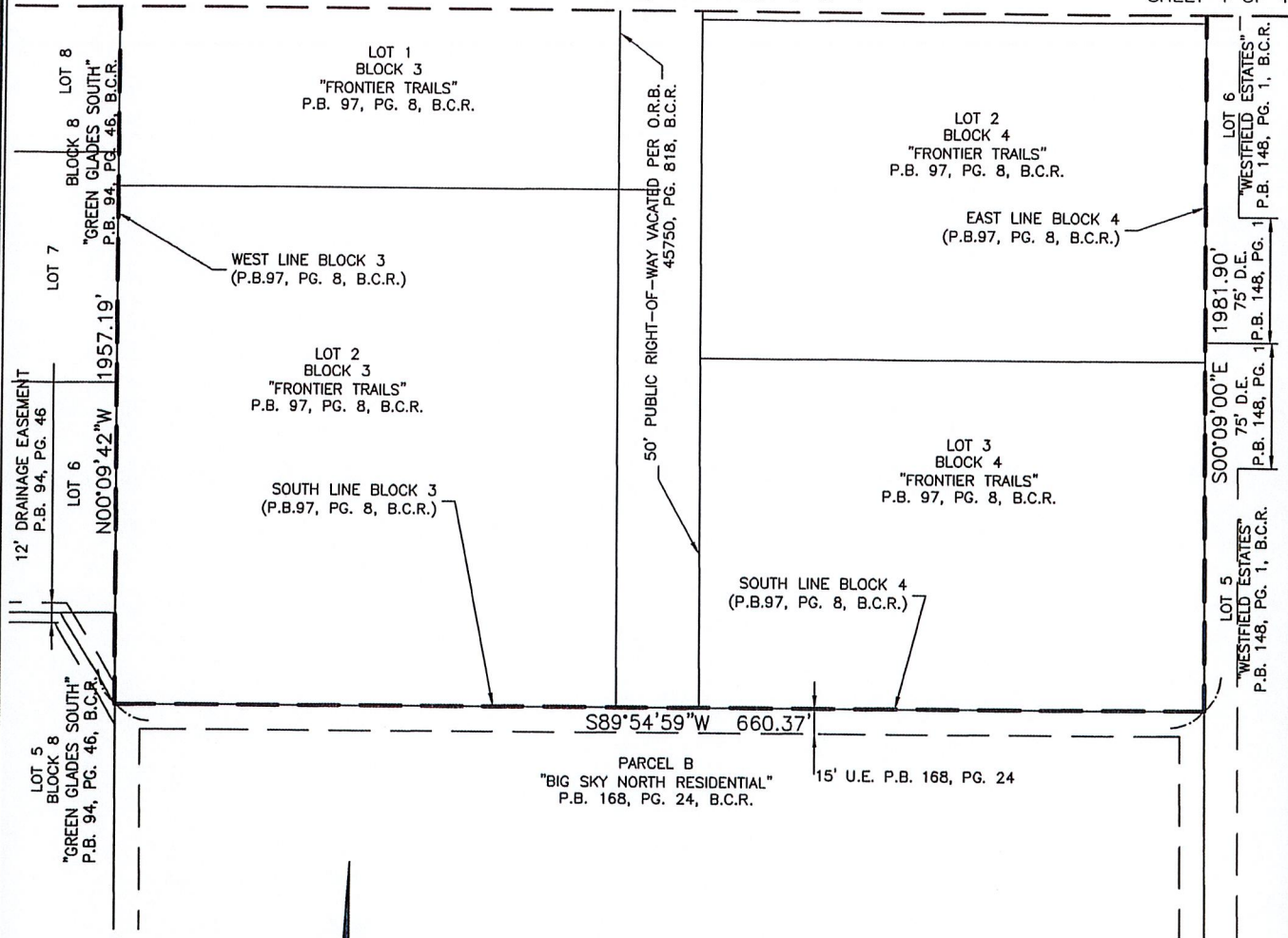
THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY

SKETCH & DESCRIPTION

PROJECT NO.
23-00183

FILE NO.
V-02

V:\PROJECTS\2023\23-00183 - BBX SW RANCHES INDUSTRIAL SITE\SURVEY\DRAWINGS\23-00183_SD CONSERVATION EASEMENT.DWG 5/22/24 by LPODOLSK



ABBREVIATIONS:
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Certificate of Authorization L.B. 6680

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY

SKETCH & DESCRIPTION

PROJECT NO.
 23-00183

FILE NO.
 V-04

DEED OF CONSERVATION EASEMENT PASSIVE RECREATIONAL USES

Prepared by:

Keith M. Poliakoff, Esq.
200 S. Andrews Ave. Suite 601
Fort Lauderdale Florida 33301

Return original or certified recorded document to:
(Agency)

THIS DEED OF CONSERVATION EASEMENT is given this 21st day of November, 2024, by Town of Southwest Ranches ("Grantor") whose mailing address is 13400 Griffin Rd. Southwest Ranches, FL 33330 to the South Florida Water Management District, 3301 Gun Club Road, West Palm Beach, FL 33406 and Broward County, a political subdivision of the state of Florida, 115 South Andrews Avenue, Room 409, Fort Lauderdale, Florida 33301 (collectively referred to as "Grantees"). As used herein, the term "Grantor" shall include any and all heirs, successors or assigns of the 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, the 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, South Florida Water Management District Permit No. xx-xxxxxxx ("Permit") and Broward County License No. : DF24-1002 ("License") (collectively "Permit and License") and any modifications thereto issued by the Grantee authorizes certain activities which could affect wetlands or other surface waters in or of the State of Florida; and

WHEREAS, the Grantor, in consideration of the consent granted by the Permit 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 Permit, 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 Permit, in an enhanced, restored, or created condition; and

NOW, THEREFORE, in consideration of the issuance of the Permit to construct and operate the permitted activity, and as an inducement to Grantee in issuing the Permit, together with other good and valuable consideration provided to the 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 the Grantee upon the area of the Property described on Exhibit "B" which shall run with the land 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 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 Permit (or any modification thereto) and any Management Plan attached hereto as Exhibit "C" ("Management Plan") which has been approved in writing by the Grantee, shall be retained and maintained in the preserved, enhanced, restored, or created condition required by the Permit (or any modification thereto).

To carry out this purpose, the following rights are conveyed to Grantee by this easement:

a. To enter upon the Conservation Easement Area at reasonable times with any necessary equipment or vehicles to inspect, determine compliance with the covenants and prohibitions contained in this 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 provision 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 permitted or required by the Permit (or any modification thereto) (which may include restoration, creation, enhancement, maintenance, and monitoring activities, or surface water management improvements) or other activities described herein or in the Management Plan (if any), 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 Permit or described in the Management Plan or otherwise approved in writing by the 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 the Grantee are authorized. No later than thirty (30) days before commencing any activities to implement the approved wildfire mitigation plan, Grantor shall notify the Grantee in writing of its intent to commence such activities. All such activities may only be completed during the time period for which the 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 Permit (or any modification thereto), Management Plan, 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 its 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 Permit, 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 the Grantee with satisfactory evidence of payment upon request.

9. Assignment. Grantee will hold this Conservation Easement exclusively for conservation purposes. Grantee will not assign its 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 the 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 or

successors-in-interest, which shall be filed in the public records in 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.

15. Passive Recreational Facilities. Grantor reserves all rights as owner of the Conservation Easement Area, including the right to engage in uses of the Conservation Easement Area that are not prohibited by the Permit (including any modification thereto) or Management Plan, and that are not inconsistent with any rule of the Grantee, and the intent and purposes of this Conservation Easement. Passive recreational uses that are not contrary to the purpose of this Conservation Easement may be constructed with the following limitations:

a. The Grantor may conduct limited vegetation removal but only to the extent necessary to construct boardwalks, mulched walking trails, observation platforms or other pervious or pile supported structures which have been approved in advance in the Permit (including any modification thereto) or Management Plan.

b. The construction and use of the approved passive recreational facilities shall be subject to the following conditions:

i. Grantor shall minimize and avoid, to the fullest extent possible, impact to any wetland or upland buffer areas within the Conservation Easement Area and shall avoid materially diverting the direction of the natural surface water flow in such area;

ii. Such facilities and improvements shall be constructed and maintained utilizing Best Management Practices;

iii. Adequate containers for litter disposal shall be situated adjacent to such facilities and improvements and periodic inspections shall be instituted by the maintenance entity, to clean any litter from the area surrounding the facilities and improvements;

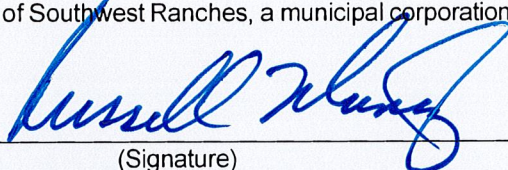
iv. This Conservation Easement shall not constitute authorization for the construction and operation of the passive recreational facilities. Any such work shall be subject to all applicable federal, state, South Florida Water Management District and local permitting requirements.

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 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.

IN WITNESS WHEREOF, Town of Southwest Ranches ("Grantor") has hereunto set its authorized hand this 21st day of November, 2024.

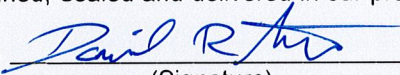
Town of Southwest Ranches, a municipal corporation

By: 
(Signature)

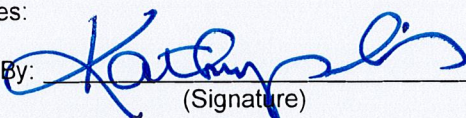
Name: Russell Muñiz
(Print)

Title: Town Administrator

Signed, sealed and delivered in our presence as witnesses:

By: 
(Signature)

Name: Daniel Stewart
(Print)

By: 
(Signature)

Name: Kathryn Sims
(Print)

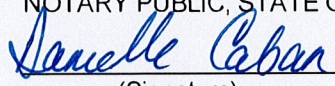
STATE OF FLORIDA

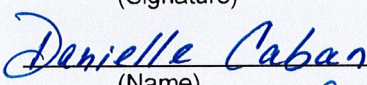
COUNTY OF Broward

On this 21st day of November, 2024, before me, the undersigned notary public, personally appeared Russell Muñiz, the person who subscribed to the foregoing instrument, as the Town Administrator (title), of Town of Southwest Ranches, a municipal corporation and acknowledged that he/she executed the same on behalf of municipal corporation and the he/she was duly authorized to do so. He/She is personally known to me or has produced a _____ (state) driver's license as identification.

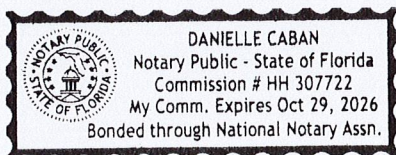
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA


(Signature)


(Name)

My Commission Expires: October 29, 2026



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, _____, the owner and holder of a mortgage dated _____, in the original principal amount of \$ _____, given by _____ ("Grantor") to _____ ("Mortgagee"), encumbering the real property described on Exhibit "B" attached hereto ("Conservation Easement Area"), which is recorded in Official Records Book _____ at Page _____, (together with that certain Assignment of Leases and Rents recorded in Official Records Book _____, at Page _____, and those certain UCC-1 Financing Statement(s) recorded in Official Records Book _____, at Page _____, all of the Public Records of _____ 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 _____, in favor of _____ *(Note: insert name of WMD or DEP)* 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

_____ day of _____, 20____.

By: _____
(Signature) (Mortgagee)

Name: _____

Title: _____
(Print)

WITNESSES:

By: _____ By: _____
(Signature) (Signature)

Name: _____ Name: _____
(Print) (Print)

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ (print name), as _____ (title) of _____ (Grantor of Mortgage), on behalf of the _____ (Mortgagee, Grantor of the conservation Easement). He/She is personally known to me or has produced a _____ (state) driver's license as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

(Signature) (Name)

My Commission Expires: _____

EXHIBIT A

[LOCATION MAP]

EXHIBIT B

[LEGAL DESCRIPTION AND SKETCH OF CONSERVATION EASEMENT AREA]