

R-93-56
2/17/93

CONSERVATION EASEMENT DEED

STATE OF FLORIDA
COUNTY OF BROWARD

KNOW ALL PERSONS BY THESE PRESENTS THAT in consideration for the issuance of State of Florida Department of Environmental Regulation permit number 062116646 to the City of Hollywood, Florida on January 27, 1993. The City of Hollywood (Grantor) has granted to the State of Florida Environmental Regulation, 2600 Blair Stone Road, Tallahassee, Florida (Grantee), a Conservation Easement in accordance with Section 704.06, Florida Statutes, in and over the real property in Broward County, Florida, as set forth in the legal description attached hereto as Exhibit A.

As used herein, the term Grantor shall include any successor or assignee of the Grantor, and the term Grantee shall include any successor or assignee of the Grantee.

It is the purpose and intent of this Conservation Easement to assure that the subject lands (with the exception of included wetlands which are to be enhanced or created as specified in the aforementioned permit) will be retained and maintained forever predominantly in the natural vegetative and hydrologic condition existing at the time of execution of this Conservation Easement. The included wetlands which are to be enhanced or created shall be maintained forever in the enhanced or created conditions required by the aforementioned permit.

Except for such specific activities as authorized pursuant to Department of Environmental Regulation Permit No. 062116646, including but not limited to creation, enhancement and maintenance of wetlands as specified mitigation in said permit, the following activities are prohibited on the property subject to this Conservation Easement:

1. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;
2. Dumping or placing of soil or other substances or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;
3. Removal or destruction of trees, shrubs, or other vegetation; with exception of nuisance and exotic plant species as may be required by Grantee;
4. Excavation, dredging, or removal of loam, peat, gravel, soil, rock or other material

substance in such manner as to affect the surface;

5. Surface use except for purposes that permit the land or water area to remain predominantly in its natural condition;
6. Activities detrimental to drainage, flood control, water conservation, erosion control, soli conservation, or fish and wildlife habitat preservation;
7. Acts or uses detrimental to such aforementioned retention and maintenance of land or water areas; and
8. Acts or uses detrimental to the preservation of any features or aspects of the property having historical, archaeological or cultural significance.

It is understood that the granting of this Conservation Easement entitles the Grantee or its authorized representatives to enter the above-described land in a reasonable manner and at reasonable times to assure compliance.

The Grantor on behalf of itself and its successors or assigns hereby agrees to bear all costs and liability relating to the operation and maintenance of the lands subject to this Conservation Easement in the natural vegetative and hydrologic condition existing at the time of execution of this Conservation Easement, including the maintenance of enhanced or created wetlands in the vegetative and hydrologic condition required by the aforementioned permit, and Grantor does hereby indemnify and hold harmless the Grantee from same. The Conservation Easement hereby granted and the obligation to retain and maintain the land forever predominantly in the vegetative and hydrologic condition as herein specified shall run with the land and shall be binding upon the Grantor and its successors and assigns, and shall inure to the benefit of the Grantee and its successors and assigns.

The terms and conditions of this Conservation Easement may be enforced by the Grantee by injunctive relief and other appropriate available remedies, as set forth in Environmental Regulatory Permit No. 062116646. These remedies are in addition to any other remedy, fine or penalty which may be applicable under Chapter 403, Florida Statutes.

Any forbearance on behalf of the Grantee to exercise its rights in the event of the failure of Grantor to comply with the provisions of this Conservation Easement shall not be deemed or construed to be a waiver of the Grantee's rights hereunder in the event of any subsequent failure of the Grantor to comply.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal on this 27th day of January, 1993.

Signed, sealed, and delivered in our presence of:

Carole B. Glover

WITNESS

Terry R. Cairns

WITNESS

APPROVED AS TO FORM AND LEGALITY:

Alan B. Koslow City Attorney

Mara Giuliani
GRANTOR (by its Mayor) Mara Giuliani

Attest: Martha S. Lambas
GRANTOR City Clerk

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF BROWARD

Mara Giuliani, being duly sworn, says that he/she is Mayor for City of Hollywood and that he/she is authorized to execute these documents on its behalf.

Mara Giuliani

Sworn to and subscribed before me this 18th Day of Feb, 1993 by Mara Giuliani, who is personally known to me or has produced _____ as identification and who did (did not) take an oath.

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP JULY 18, 1994
BONDED THRU GENERAL INS. UND.

Carole B. Glover
Notary Public, State of Florida
CC03/350
Carole B. Glover

STATE OF FLORIDA
COUNTY OF BROWARD

Martha S. Lambas, being duly sworn, says that he/she is City Clerk for City of Hollywood and that he/she is authorized to execute these documents on its behalf.

Martha S. Lambas

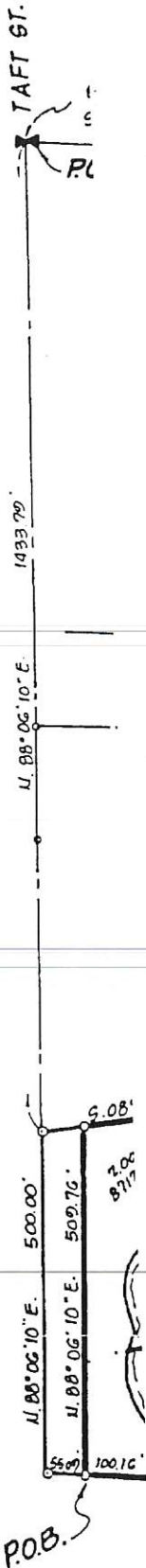
Sworn to and subscribed before me this Feb 18, 1993,
by Martha J. Hansen, who is personally know to me or
~~has produced~~ _____ as identification
and who ~~did~~ (did not) take an oath.

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP JULY 18, 1994
BONDED THRU GENERAL INS. UND.

Carole B. Glover
Notary Public, State of Florida
CE031350
Carole B. Glover

SKETCH & DESCRIPTION

SHEET 1 OF 2



DESCRIPTION:

A PORTION OF THE NORTHWEST ONE-QUARTER (N.W. 1/4) OF SECTION 11, TOWNSHIP 51 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST ONE-QUARTER (N.W. 1/4) OF SAID SECTION 11, THENCE N.88°06'10"E. ALONG THE SOUTH LINE OF THE NORTHWEST ONE-QUARTER (N.W. 1/4) OF SAID SECTION 11 A DISTANCE OF 1933.79 FEET; THENCE N01°21'32"E A DISTANCE OF 55.09 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N01°21'32"E A DISTANCE OF 100.16 FEET TO A POINT ON A LINE BEING 155.00 FEET NORTHERLY OF AND PARALLEL WITH SAID SOUTH LINE OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF SECTION 11; THENCE S88°06'10"W ALONG SAID PARALLEL LINE A DISTANCE OF 382.46 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 50.00 FEET; THENCE WESTERLY AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 83°07'22" AND AN ARC DISTANCE OF 72.54 FEET TO THE POINT OF TANGENCY; THENCE N08°46'28"W A DISTANCE OF 310.23 FEET; THENCE S81°13'32"W A DISTANCE OF 100.00 FEET; THENCE S08°46'28"E A DISTANCE OF 443.23 FEET TO A POINT ON A LINE BEING 55.00 FEET NORTHERLY OF AND PARALLEL WITH SAID SOUTH LINE OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF SECTION 11; THENCE N88°06'10"E ALONG SAID PARALLEL LINE A DISTANCE OF 509.76 FEET TO THE POINT OF BEGINNING.

SITUATE, LYING AND BEING IN THE CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA AND CONTAINING 2.000 ACRES (87,120 SQUARE FEET) MORE OR LESS.



BERRY
CIVIL ENGINEERS
1 OAKWOOD BLVD.,
BROWARD (305)

BERRY & CALVIN, INC.
CIVIL ENGINEERS • LAND SURVEYORS
2 OAKWOOD BLVD., SUITE 120
HOLLYWOOD, FLORIDA 33020
BROWARD (305) 921-7781
FAX (305) 921-8807

Job No.: 92-1030

File No.:

Drawn By: J.P.

Date: 1-22-93

I HEREBY CERTIFY: That the attached Sketch and Legal Description was prepared under my supervision and meets the Minimum Technical Standards as set forth by the Florida Board of Professional Surveyors in Chapter 21HH-6, Florida Administrative Code, to Section 472.027 Florida Statutes.

By: Eva Niedermüller
Eva Niedermüller
Professional Land Surveyor, No. 3559
State of Florida

Date: 1-22-93