# Meadow Pines Community Development District

Year 2019 Engineer's Report regarding the Status of ownership, Working order and Condition of the Public Infrastructure.



Project:

MEADOW PINES (AKA COBBLESTONE) PEMBROKE PINES, FL

Prepared for:

MEADOW PINES COMMUNITY DEVELOPMENT DISTRICT BOARD OF SUPERVISORS PEMBROKE PINES, FL

Prepared by:

SUN-TECH ENGINEERING, INC. 4577 NOB HILL ROAD, SUITE 102 SUNRISE, FL 33351.





4577 Nob Hill Road, Suite 102 Sunrise, Fl. 33351 (954) 777-3123 / Fax (954) 777-3114

E-mail: <u>suntech@suntecheng.com</u> Website: <u>www.suntecheng.com</u>

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# I. Purpose

Sun-Tech Engineering, Inc. (STE), as District Engineer for Meadow Pines Community Development District (MPCDD) has been contracted by the Special District Services to prepare an annual report in order to comply with the requirements of Article IX, Section 9.20(b) of the Master Trust Indenture between the District and Wachovia Bank National Association dated December 1<sup>st</sup>, 2003. This 2019 annual update reflects the current conditions of public roads and sidewalks, storm water management system, conservation area, water distribution and sanitary sewer systems within the District.

# II. District Location

The Meadow Pines Community Development District (MPCDD) is approximately 123 acres located in Section 15 and 22, Township 51S, Range 40E, within the City of Pembroke Pines, Florida. It is bounded by Interstate 75 on the east, Pines Boulevard on the north, Pembroke Road on the south and South Broward Drainage District (SBDD) Canal No. 4 on the West. See Exhibit "A" for Location Map.

# **III.** Project Description

The Meadow Pines project (AKA COBBLESTONE) consists of approximately 75 acres of residential development, 1.67 acres of water management area and 46.64 acres of conservation area/water management. The project was divided into two phases as indicated in Exhibit "B" (Phasing and Areas) for developmental purposes. The District financed the public infrastructure to the extent of the proceeds generated by the Series 2004A Bonds. The District improvements include roadway, sidewalks, conservation/water management area, water and wastewater systems and drainage system.

Specifically, the improvements consist of the following:

# 1. Public Roads and Sidewalks

# Proposed

Entrance improvements included the roadway, sidewalks, median, landscape improvements, irrigation, signing and pavement markings from Pines Boulevard to the turn-around at the guardhouse. Public improvements also include modifications to (a) Pines Boulevard and southbound on/off ramps to I-75 consisting of eastbound right turn and westbound left turn lanes, (b) signalized intersection at entrance leading to the District at Pines Boulevard and SW 149<sup>th</sup> Ave (c) a signalized intersection at the southbound I-75 and Pines Boulevard intersection and (d) associated turn lanes and ramp modifications.



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# Status

The entrance improvements from Pines Blvd. to the turn-around at the gatehouse entering Phase I has been completed and is in good operating condition. The right of way, including the improvements, up to the limits of Meadow Pines plat, is owned by the City of Pembroke Pines, refer to Exhibit "C" (Public Roads Improvements). From the limit of the plat to the guardhouse turn-around, the improvements are managed by the HOA. The HOA is still currently funding and managing the maintenance of the entrance improvements i.e., roadway, sidewalks, median, landscape improvements, irrigation and signage and pavement markings and all improvements are in good condition and currently operating as designed. The secondary entrance (south project entrance) has now been completed and opened for use along with the completion of Pembroke Road (not a part of this development). Both accesses appear to be in good operating condition and experiencing no current issues.

# 2. Stormwater Management System

# Proposed

The stormwater management system consists of 1.67 acres of water management and 54.88 acres of conservation area which provides the storage requirements for the Development. Surface runoff from the site is routed to the stormwater management area via swales, catch basins and culverts and eventually to SBDD Canal No. 4. The conveyance system is owned and operated by the District.

## Status

In the past, the HOA has funded and managed the operation and maintenance of the stormwater management parcel and the conservation area. The District now owns and operates in perpetuity the storm water conveyance system and conservation area via South Broward Drainage District (SBDD) operation and maintenance permit (OM 061709/R), Environmental Resource License DF02-1087 and US Army Corp of Engineers Permit No.: 198900117 (IP-KE).

On May 29<sup>th</sup>, 2017, Broward County Commission approved the final conveyance of the conservation easement to the District, thus completing the permit condition requirements of Broward County Environmental Protection and Growth Management Department and US Army Corps of Engineers and memorializing the District's responsibility for operation and maintenance of the conservation area in perpetuity.

On January 17<sup>th</sup>, 2018, Broward County Environmental Protection and Growth Management Department issued an operating entity transfer of the Environmental Resource License DF02-1087 from Westbrook Companies, Inc. to Meadow Pines Community Development District c/o Special District Services, Inc.; thus, completing the process and providing ownership and



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maintenance responsibility to the District. Refer to Exhibit "D" (Stormwater Management System).

Permits with the following agencies was previously certified and approved. They are currently functioning within its operation phase under compliance status:

- South Florida Water Management District (SFWMD) application No. 031010-10
- South Florida Water Management District (SFWMD) application No. 060224-15
- South Broward Drainage District (SBDD)

Refer to Exhibit "E" (Broward County Commission approval of Joint Deed of Conservation Easement and Project Acceptance letters).

As part of the Operation and Maintenance portion of the South Broward Drainage District (SBDD) surface water management system permit, an inspection and re-certification of the entire drainage system must be performed by a Professional Engineer every five (5) years to verify compliance with the requirements of the operational permit. Any repairs or maintenance required of the system as outlined by the Engineer must be addressed, re-certified and approved by SBDD prior to the **permit expiration date of August 3, 2020.** Refer to Exhibit "F" — South Broward Drainage District 5-Year Operations and Maintenance Permit Guidelines.

# 3. Water Distribution System

## Proposed

The potable water system includes a 16-inch transmission main and a distribution system consisting of 8-inch and 6-inch interior lines, together with fire hydrants and system appurtenances. The Development plans call for three points of connection to the existing City mains. The water distribution system was completed and has been conveyed to the City of Pembroke Pines for operation and maintenance.

# Status

The water distribution system for Phase I and Phase II has been installed, certified for use through Florida Department of Environmental Protection and Broward County Health Department (BCHD) and accepted for ownership, operation and maintenance by the City of Pembroke Pines.

The system is currently functioning as designed and appears to be in good operating condition. The City of Pembroke Pines has verified that the system is operating effectively and without issues at this time. See Exhibit "G" for Water and Sanitary Sewer System.



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# 4. Sanitary Sewer System

# **Proposed**

The proposed sanitary sewer system improvements include an 8-inch gravity collection system and 6-inch lateral lines, two lift stations and associated force main.

# Status

The Phase I and Phase II sanitary sewer systems has been installed, certified for use and accepted for ownership, operation and maintenance by the City of Pembroke Pines. The system appears to be in good condition and operating as designed. The City of Pembroke Pines has verified that they are not experiencing any operational issues with the system and is currently being maintained as part of their overall network. See Exhibit "G" for Water and Sanitary Sewer System.

# IV Insurance Carried by the District (Exhibit "H")

# **General Liability Coverage**

Bodily Injury, Property Damage	\$1,000,000	Per Occurrence
Personal Injury & Advertising Injury Products/Completed Operation Medical Payments	Included Included \$5,000	Per Person or Organization
Employee Benefits Liability	\$1,000,000	Per Occurrence
Fire Damage Limit	Included	Any One Premise
No Fault Sewer Backup	\$25,000 \$250,000	Per Claimant Aggregate Limit
Pesticide/Herbicide Limit	\$1,000,000	Per Occurrence and Aggregate Limit
Public Officials Liability Coverage		
Public Officials Liability	\$1,000,000 \$2,000,000	Per Claim
<b>Employment Practices Liability</b>	\$2,000,000	Aggregate Limit
Employment Practices Liability	\$1,000,000 \$2,000,000	Per Claim Aggregate Limit
Public Crisis Events		
Public Crisis Events	\$25,000	Per Claim



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### $\mathbf{V}$ **Pictures**

# 1. Public Roads



Phase I (Entrance Road)



Phase I (Access Rd)



Phase II (Roadway)



South access to Pembroke Road.



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# 2. Stormwater Management System



Phase I (Lake)



Phase I (Lake)



Conservation Area



Drainage Inlet



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Conservation Area



Drainage Curb Inlet



Phase II (East Side) (Conservation Area Drainage Interconnect)



Phase II (West Side) (Conservation Area Drainage Interconnect)



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# 3. Water Distribution System



Phase I (Fire Hydrant)



Phase I (DDCV)



Phase II-B (Fire Hydrant)



Phase II-A (Fire Hydrant)



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# 4. Sanitary Sewer System:



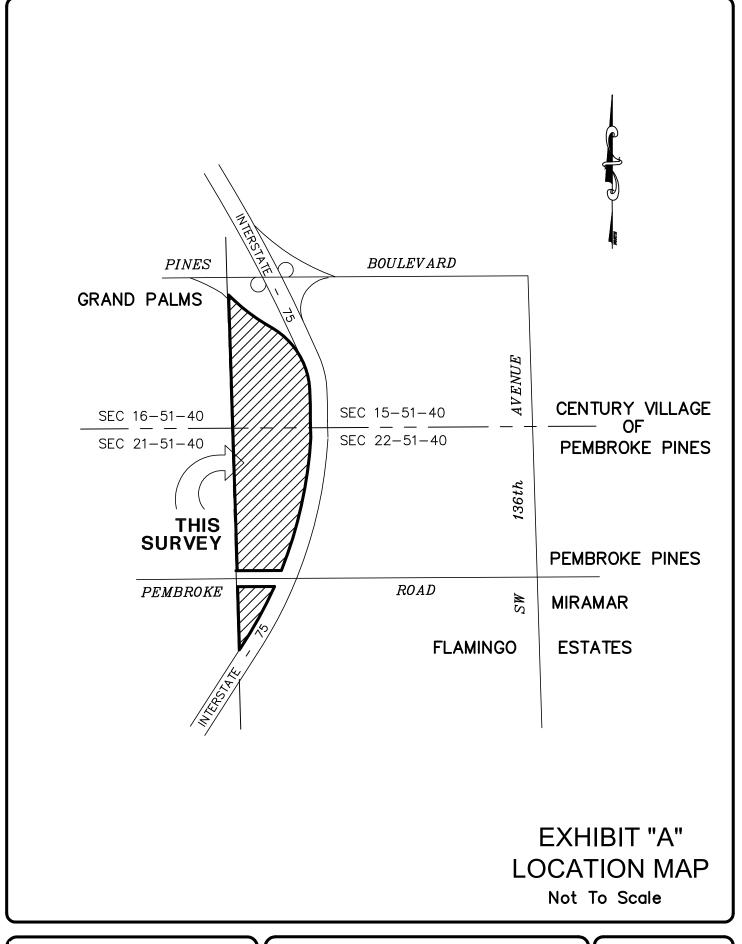
Phase I (Lift Station)



Phase II (Lift Station)



Exhibit "A" – Location Map





MEADOW PINES COMMUNITY DEVELOPMENT
DISTRICT PEMBROKE PINES, FL

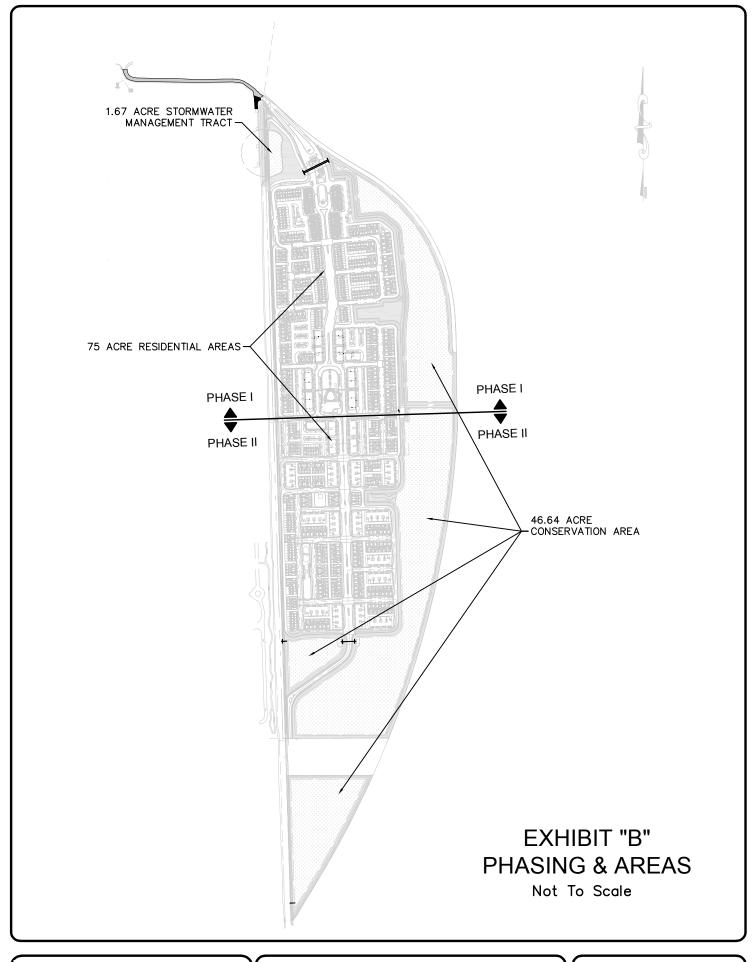
STE PROJECT No.10-3343 DATE: 07-10-2019

EXHIBIT A

BY: F.V. REV: C.L



Exhibit "B" – Phasing & Areas





4577 Nob Hill Road, Suite 102 Sunrise, FL 33351 www.suntecheng.com Certificate of Auth. #7097/LB 7019 Phone (954) 777-3123 Fax (954) 777-3114 MEADOW PINES COMMUNITY DEVELOPMENT DISTRICT PEMBROKE PINES, FL

STE PROJECT No. 10-3343

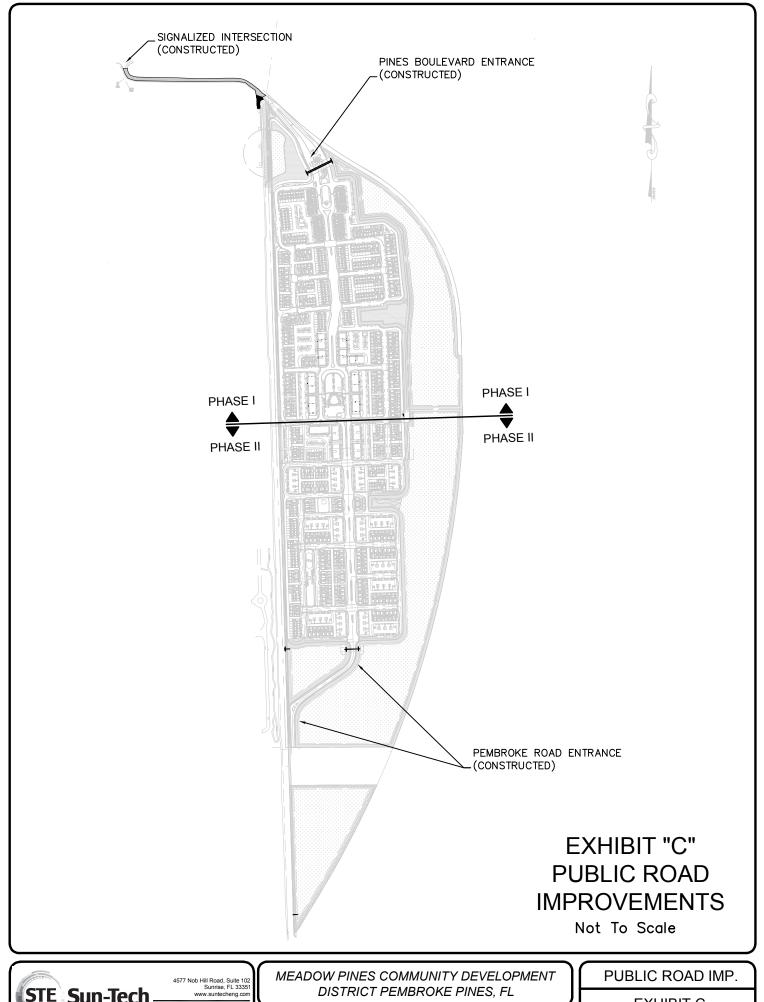
DATE: 07-10-2019

PHASING AREAS
EXHIBIT B

BY: F.V REV: C.L



Exhibit "C" – Public Road Improvements



Sun-Tech . Certificate of Auth. #7097/LB 7019 Phone (954) 777-3123 Fax (954) 777-3114 Engineering, Inc.

DISTRICT PEMBROKE PINES, FL

STE PROJECT No. 10-3343

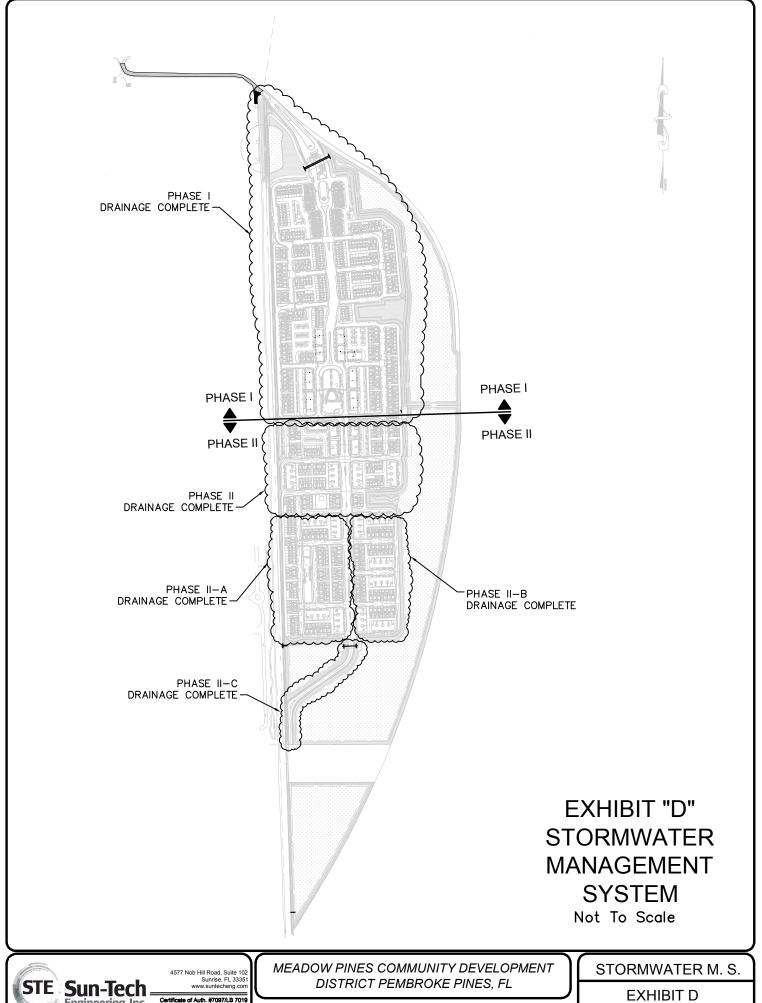
DATE: 07-10-2019

**EXHIBIT C** 

BY: F.V REV: C.L



Exhibit "D" – Stormwater Management System



STE PROJECT No. 10-3343

Engineering, Inc.
Engineers-Planners-Surveyors

DATE: 07-10-2019

BY: F.V REV: C.L



Environmental Protection and Growth Management Department

## **ENVIRONMENTAL ENGINEERING AND PERMITTING DIVISION**

1 North University Drive, Mailbox 201, Plantation, Florida 33324 • 954-519-1483 • FAX 954-519-1412

January 17, 2018

Mr. Todd Wodraska, Agent Meadow Pines Community Development District c/o Special District Services, Inc. 2501A Burns Road Palm Beach Gardens, Florida 33410

Re: Meadowpines - ERL No: DF02-1087

Dear Mr. Wodraska:

This is to acknowledge receipt of application for transfer of the referenced license issued to Westbrook Companies, Inc. for the Meadowpines project. The request is hereby approved as follows:

License No. DF02-1087

Transferred from: Westbrook Companies, Inc.

9350 Sunset Drive, Suite 100

Miami, Florida 33173

Transferred to: Meadow Pines Community Development District

c/o Special District Services, Inc.

2501A Burns Road

Palm Beach Gardens, Florida 33410

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

Sincerely,

Linda Sunderland

Linda Sunderland, NRS Natural Resources Manager

C: Valerie J. Mebane, Smart-Sciences (via email: vmebane@smart-sciences.com)



Exhibit "E" – Project Acceptance Letter

February 28, 2012

STANDARD PACIFIC OF S. FLORIDA 2000 NW 150TH AVE. STE 1110 PEMBROKE PINES, FL 33028

Dear Permittee:

Subject: Acceptance of Construction Completion Certification

Initiate Permit Transfer & Conversion to Operation Phase

**MEADOW PINES** 

Permit No. 06-00095-S-38, Application No. 031010-10

Broward County, S15,22/T51S/R40E

This letter is to acknowledge receipt of your consulting engineer's construction completion certification pertaining to the subject parcel's surface water management system. The submitted information has been accepted and incorporated into the permit file.

By accepting the engineer's certification, District staff considers the surface water management system permitted under the above listed application number(s) to be constructed in substantial conformance with the plans and specifications approved by the District. This satisfies your permit conditions regarding submittal of an engineer's certification for construction completion of the permitted drainage facilities and the above referenced permit is hereby converted from the construction phase to the operation phase.

Please submit compliance and related forms electronically at www.sfwmd.gov/ePermitting. The required District forms are available for download at www.sfwmd.gov. Select the "Library and Multimedia" link and enter the form number in the search engine.

Should you have any questions, please contact the undersigned at the West Palm Beach Service Center at (954) 452-4814 ext. 4841.

STANDARD PACIFIC OF S. FLORIDA February 28, 2012 Page 2

Sincerely,

Jose Marquez Engineering Specialist 3 **Environmental Resource Compliance** West Palm Beach Service Center South Florida Water Management District

Enclosure(s)

Form 0920 Affidavit

Clifford R. Loutan, P.E., Sun-Tech Engineering, Inc. C:

December 21, 2012

MICHAEL DEBOCK WESTBROOKE COMPANIES, INC. 1860 OLD OKEECHOBEE ROAD, SUITE 503 WEST PALM BEACH, FL 33409

Dear Mr. Debock:

Subject: Acceptance of Construction Completion Certification

Initiate Permit Transfer & Conversion to Operation Phase

**MEADOW PINES PHASE II** 

Permit No. 06-00095-S-38, Application No. 060224-15

Broward County, S15, 22/T51S/R40E

This letter is to acknowledge receipt of your consulting engineer's construction completion certification pertaining to the subject parcel's surface water management system. The submitted information has been accepted and incorporated into the permit file.

By accepting the engineer's certification, the District staff considers the surface water management system permitted under the above listed application number(s) to be constructed in substantial conformance with the plans and specifications approved by the District. This satisfies your permit's conditions regarding submittal of an engineer's certification for construction completion of the permitted stormwater management facilities.

Although the certification has been accepted, further action by you, as permittee, is required. In accordance with Rule 40E-1 and 40E-4, Florida Administrative Code (FAC) - upon construction completion and acceptance of the engineer's certification of the surface water management system, the permittee shall initiate the permit transfer to the responsible operating entity and the permit conversion to the operation phase.

Please submit compliance and related forms electronically at www.sfwmd.gov/ePermitting. Log in or create a new account, and select the eCompliance - Environmental Resource module. Help documents and links to required compliance forms are available for download within the eCompliance module or by visiting the District's homepage at www.sfwmd.gov and searching for the required form number using the "Library & Multimedia" link.

The permit conversion / transfer Form #0920 should be completed by an officer of the association (operating entity) and submitted (if not previously furnished), along with a copy each of:

WESTBROOKE COMPANIES, INC. December 21, 2012 Page 2

- 1. the ownership transfer or turnover document, i.e. warranty deed, turnover meeting minutes, etc.
- 2. the recorded declaration of covenants and restrictions or condominium, with amendments and associated exhibits
- 3. the filed articles of incorporation with certificate of incorporation
- 4. all recorded plats
- 5. the recorded public noticing of the SFWMD permit, if the permit is not attached as an exhibit to the declaration of covenants and restrictions or condominium
- 6. documentary evidence of satisfaction of permit conditions (other than long term monitoring)

Also available is an affidavit which attests that the items required by the Basis of Review are contained in the documents. If you do not choose to execute the affidavit, you may enter the requisite information in the boxes and return to us in lieu of a checklist. Submitting this completed affidavit or checklist will expedite the legal / institutional review of your request for permit conversion / transfer to the operational phase. In addition, as required by rule 40E-4.361, F.A.C., the permit file must contain documentation that applicable conditions to the permit have been satisfied.

Please be aware that rules 40E-1.6107 and 40E-4.351, F.A.C. also specify "Until transfer is approved by the District, the permittee shall be liable for compliance with the permit. The permittee transferring the permit shall remain liable for any corrective actions that are required as a result of any violations of the permit which occurred prior to the transfer of the permit." As a consequence of noncompliance with these mandates you could be held responsible for adverse impacts to, or conditions of, the surface water management system. Please submit the above or notify District staff of your intentions within thirty (30) days of the date of this letter.

Should you have any questions, please contact Jennifer Krumlauf, Regulatory Specialist 2 at the West Palm Beach Service Center at (561)682-2712.

N N  $\bigcirc$ 

WESTBROOKE COMPANIES, INC. December 21, 2012 Page 3

Sincerely

Jose Marquez, Engineering Specialist 3 **Environmental Resource Compliance** West Palm Beach Service Center South Florida Water Management District

Enclosure(s)

Form 0920 **Affidavit** 

Clifford R. Loutan, P.E., Sun-Tech Engineering, Inc. c:

October 14, 2013

COBBLESTONE COMM ASSN INC 14701 S W 10TH STREET PEMBROKE PINES, FL 33027

Dear Permittee:

Subject: Conversion to Operation Phase; Transfer to Operating Entity

**MEADOW PINES** 

Permit No. 06-00095-S-38, Application No. 031010-10 Additional Application No(s). See Attachment A

Broward County, S15,22/T51S/R40E

In response to your request which we received on September 27, 2013 for conversion of the above referenced permit from construction phase to operation phase and transfer to the operating entity, the applications listed have been officially transferred to Cobblestone Community Association, Inc. (see Attachment A). As a condition of transfer, you have agreed that the operating entity will be perpetually bound by all terms and conditions of the permit, including all compliance requirements. Authorization for any proposed modification to the project shall be applied for and obtained prior to conducting such modification.

Copies of the permit documents, including conditions, can be obtained from the District's ePermitting website at www.sfwmd.gov/ePermitting. If you have questions, please contact Sandra Gonzalez, Reg Spec 1 at sgonzale@sfwmd.gov or (561) 682-6786.

Sincerely,

Stanley Orlowski Section Administrator

Regulation Division

SO/pm

c: Standard Pacific of South Florida Broward County Engineer (via email)

# **Environmental Resource Permit History**

Permit Number: 06-00095-S-38

 App. No.
 Project Name
 Permit Issue Date

 031010-10
 Meadow Pines
 12-Jan-05

 060224-15
 Meadow Pines Phase II
 28-Sep-06



# SOUTH BROWARD DRAINAGE DISTRICT

August 3, 2015

Mr. Clifford Loutan, P.E. Sun-Tech Engineering 1600 W. Oakland Park Blvd. Ft. Lauderdale, FL 33311

Re: Cobblestone Residential

Dear Clifford:

The paving and drainage as-builts for Cobblestone Phase 2 have been reviewed and are acceptable. Fields inspections for the construction of Phase 2 and previously constructed Phase 1 have been completed. The stormwater system for Cobblestone Residential is functioning properly and Operation and Maintenance Permit OM 061709 is being renewed. The permit renewal will now include all of Phase 1 and 2. OM Permit 082306 has been voided.

In addition, the Original Surety Bond No. 0540342 is being returned to Standard Pacific Homes.

If you have any questions, please call.

Sincerely,

Kevin Hart, P.E. District Director

KH/pw

c: Julio Nieto, Standard Pacific Richard Infanzon, Sun-Tech

# **OPERATION AND MAINTENANCE PERMIT**

# SOUTH BROWARD DRAINAGE DISTRICT 6591 S.W. 160<sup>TH</sup> AVE. SOUTHWEST RANCHES, FL 33331

**PERMIT NUMBER: OM 061709/R DATE: 8/3/2015** 

ISSUED TO: COBBLESTONE RESIDENTIAL
C/O MIAMI MANAGEMENT
1145 SAWGRASS CORPORATE PARKWAY
SUNRISE, FLORIDA 33323

AUTHORIZING: Renewal of permit for operation and maintenance of the surface water management system for COBBLESTONE RESIDENTIAL.

LOCATION: SECTION 22 TOWNSHIP 51 S RANGE 40 E CITY OF PEMBROKE PINES, BROWARD COUNTY, FLORIDA

This permit is issued pursuant to the engineer of record certification and District approval of the construction of the project known as COBBLESTONE. Field inspections and asbuilt drawings have verified that the construction of the surface water management system has been completed in substantial conformance with the approved design.

The operation, maintenance and re-certification of the surface water management system will be the responsibility of the permittee. Re-certification of the stormwater system is required every 5 years. Permittee recognizes that upon the sale of this property, it is the permittee's responsibility to transfer this permit to the new owner. Until transfer is approved by the South Broward Drainage District, the permittee shall be liable for compliance of this permit.

Permittee is responsible for any attorney fees which may be incurred by the District because of the permittee's failure to comply with the requirements to obtain an Operation and Maintenance Permit in a timely manner.

The dumping or discharging of any aquatic vegetation, trash, motor oil or other pollutants into the stormwater management system is prohibited and is a violation of this permit.

Expiration Date: 8/3/2020

Authorized By: Kevin M. Hart, P.E., District Director

(SEAL)



**Broward County Commission Regular Meeting** 

8.

Meeting Date:

05/09/2017

Director's Name: Henry A. Sniezek

Department:

**Environmental Protection** 

Division:

Env. Engineering & Permitting

### Information

# Requested Action

MOTION TO ACCEPT Joint Deed of Conservation Easement Third Party Beneficiary Rights to the U.S. Army Corp of Engineers from Meadow Pines Community Development District over an on-site wetland mitigation area comprising 55 acres of real property located directly west of I-75 between Pines Boulevard and Pembroke Road in the City of Pembroke Pines, and authorize the Mayor and Clerk to execute same. (Commission District 8)

ACTION: (T-10:31 AM) Approved.

VOTE: 9-0.

Why Action is Necessary

Board action is necessary to fulfill the requirements of Environmental Resource License (ERL) DF02-1087 as modified and issued pursuant to Chapter 27 of the Broward County Code of Ordinances and U.S. Army Corp of Engineers (ACOE) Permit 198900117 (IP-KE).

What Action Accomplishes

The action provides for perpetual maintenance and conservation of the mitigation site by the grantor.

Is this Action Goal Related



Established Commission Goal

**Previous Action Taken** 

None.

Summary Explanation/Background

THE ENVIRONMENTAL PROTECTION AND GROWTH MANAGEMENT DEPARTMENT AND THE ENVIRONMENTAL ENGINEERING AND PERMITTING DIVISION RECOMMEND APPROVAL OF THE ABOVE MOTION.

This action supports the Board's value of encouraging investments in renewable energy, sustainable practices and environmental protection: Goal 1: Seek funding for, implement policies and pursue projects promoting the use of alternative energy, resource conservation, sustainable practices and environmental protection. Resource conservation and environmental protection is achieved by ensuring that the mitigation area will remain wetlands in perpetuity,

The Environmental Protection and Growth Management Department (f.k.a. Department of Planning and Environmental Protection) issued ERL DF02-1087 (Exhibit 3) requiring the licensee to provide 55 acres of mixed habitat wetland mitigation for impacts to 62.42 acres of jurisdictional wetlands related to the Cobblestone / Meadow Pines mixed use development (Exhibit 1) and to convey a Conservation Easement to the County over the on-site wetland mitigation areas to ensure that they would remain in perpetuity.

The Army Corps of Engineers also issued Permit 198900117 (IP-KE) (Exhibit 4) for this project, which required a conservation easement over the created and restored wetlands to ensure that they would remain wetlands in perpetuity.

Since the licensee was required to provide a Conservation Easement to both Broward County and the ACOE, one document was prepared for both agencies (Exhibit 2).

Source of Additional Information

Sermin Turegun, Director, Environmental Engineering and Permitting Division, 954-519-1460

# Fiscal Impact

Fiscal Impact/Cost Summary:

No fiscal impact. On-going maintenance requirements are the responsibility of the grantor, its agents, heirs, successors, or assigns.

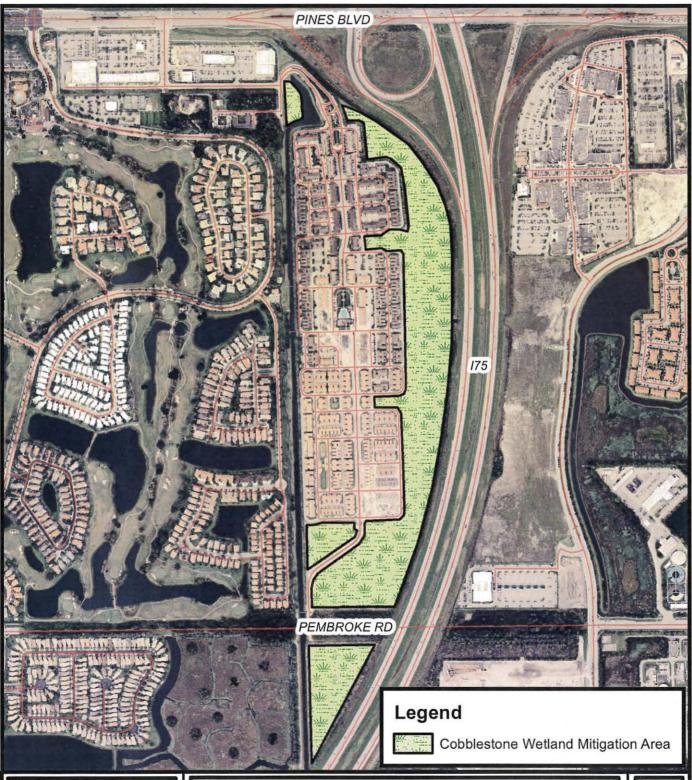
Attachments

Exhibit 1 - Location Map

Exhibit 2 - Conservation Easement

Exhibit 3 - Environmental Resource License

Exhibit 4 - ACOE Permit





Westbrook Homes Cobblestone Wetland Mitigation Area DF02-1087



Prepared by: Howard E. Nelson Bilzin Sumberg Baena Price & Axelrod LLP 1450 Brickell Avenue, 23rd Floor Miami, Florida 33131

Return original or certified recorded document to:
Broward County Environmental Protection and Growth Management Department Planning and Environmental Regulation Div.
1 North University Drive, Suite 201A Plantation, Florida 33324

# JOINT DEED OF CONSERVATION EASEMENT THIRD PARTY BENEFICIARY RIGHTS TO THE U.S. ARMY CORPS OF ENGINEERS (within Broward County)

THIS JOINT DEED OF CONSERVATION EASEMENT ("Conservation Easement") is given this 8th day of June, 2016 by Meadow Pines Community Development District, a local unit of special government established pursuant to Chapter 190, Florida Statutes ("Grantor"), whose mailing address is 210 N. University Drive, Suite 702, Coral Road, West Palm Beach, Florida 33406, or Department District, 3301 Gun Club Road, West Palm Beach, Florida 33406, or Department of Environmental Protection, Southeast District, 3301 Gun Club Road, MSC 7210-1, 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") with third party rights to the U.S. Army Corps of Engineers ("Third Party Beneficiary"). 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), the term "Grantees" shall include any successor or assignee of Grantees, and the term "Third Party Beneficiary" shall include any successor or assignee of the Third Party Beneficiary.

# 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, South Florida Water Management District Permit No. <u>06-00095-S-38</u> ("Permit") and Broward County License No. <u>DF02-1087</u> ("License") (collectively "Permit and License") and any modifications thereto issued by Grantees authorizes certain

activities which could affect wetlands, surface waters, or other aquatic resources in or of the State of Florida; and

WHEREAS, the U.S. Army Corps of Engineers Permit No. SAJ-1989-0117 (RJK) (Corps Permit) authorizes certain activities in the waters of the United States and requires this site protection instrument over the lands identified in Exhibit "B" as mitigation for such activities:

WHEREAS, Grantor, in consideration of the consent granted by the Permit and License or other good and valuable consideration provided to Grantor, is agreeable to granting and securing to the Grantees 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 and 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 Permit and License, in a preserved, enhanced, restored, or created condition,

NOW, THEREFORE, in consideration of the issuance of the Permit and License to construct and operate the permitted and licensed activity, and as an inducement to Grantees in issuing the Permit and 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 Grantees upon the Conservation Easement Area 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. Recitals. The recitals hereinabove set forth are true and correct and are hereby incorporated into and made a part of this Conservation Easement.
- 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 and License (or any modifications thereto) and any Management Plan attached hereto as Exhibit "C" ("Management Plan") which has

been approved in writing by Grantees, shall be retained and maintained in the preserved, enhanced, restored, or created condition required by the Permit and License (or any modifications thereto).

To carry out this purpose, the following rights are conveyed to Grantees 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. Prohibited Uses. Except for activities that are permitted and licensed or required by the Permit and 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 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 (except as authorized or required by the Permit and License (or any modifications thereof) or in a Management Plan which has been approved in writing by Grantees):
  - a. Construction or placing of buildings, roads, signs, biliboards 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;
  - 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:
- Activities authorized by the Permit and License described in the iii. Management Plan, or otherwise approved in writing by Grantees 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 Grantees 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 Grantees 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;
- Surface use except for purposes that permit the land or water area to remain e. in its natural, restored, enhanced, or created condition:
- Activities detrimental to drainage, flood control, water conservation, erosion f control, soil conservation, or fish and wildlife habitat preservation including. but not limited to, ditching, diking, clearing, and fencing;
- Acts or uses detrimental to such aforementioned retention of land or water ġ. 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 and License (or any modifications thereto), Management Plan (if any), or the intent and purposes of this Conservation Easement.
- 5. Rights of the U.S. Army Corps of Engineers ("Corps"). The Corps, as a thirdparty beneficiary, shall have the right to enforce the terms and conditions of this Conservation Easement, including:

- a. The right to take action to preserve and protect the environmental value of the Conservation Easement Area:
- b. The right to prevent any activity on or use of the Conservation Easement Area that is inconsistent with the purpose of this Conservation Easement, and to require the restoration of areas or features of the Conservation Easement Area that may be damaged by any inconsistent activity or use;
- c. The right to enter upon and inspect the Conservation Easement Area in a reasonable manner and at reasonable times to determine if Grantor or its successors and assigns are complying with the covenants and prohibitions contained in this Conservation Easement; and
- d. The right to enforce this Conservation Easement by injunction or 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 the right to require Grantor, or its successors or assigns, to restore such areas or features of the Conservation Easement Area that may be damaged by any inconsistent activity or use or unauthorized activities.
- e. The Grantor, including their successors or assigns, shall provide the Corps at least 60 days advance notice in writing before any action is taken to amend, alter, release, or revoke this Conservation Easement. Grantees shall provide reasonable notice and an opportunity to comment or object to the release or amendment to the U.S. Army Corps of Engineers. Grantees shall consider any comments or objections from the U.S. Army Corps of Engineers when making the final decision to release or amend this Conservation Easement.
- 6. No Dedication. No right of access by the general public to any portion of the Conservation Easement Area is conveyed by this Conservation Easement.
- 7. Grantees' and Third Party Beneficiary's Liability. Grantees' liability is limited as provided in Subsection 704.06(10) and Section 768.28, F.S. Additionally, Grantees and Third Party Beneficiary shall not be responsible for any costs or liabilities related to the operation, upkeep, or maintenance of the Conservation Easement Area.
- 8. Enforcement. 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. Grantees shall not be obligated to Grantor,

or to any other person or entity, to enforce the provisions of this Conservation Easement.

- Third Party Beneficiary's Enforcement Rights. The Third Party Beneficiary of this 9. Conservation Easement shall have all the rights of Grantees under this Conservation Easement, including third party enforcement rights of the terms, provisions and restrictions of this Conservation Easement. Beneficiary's enforcement of the terms, provisions and restrictions shall be at the discretion of the Third Party Beneficiary, and any forbearance on behalf of the Third Party Beneficiary 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 Third Party Beneficiary's rights hereunder. Third Party Beneficiary shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement.
- 10. Taxes. When perpetual maintenance is required by the Permit or 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 Grantees with satisfactory evidence of payment upon request.
- 11. 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.
- 12. 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.
- Terms and Restrictions. Grantor shall insert the terms and restrictions of this 13. Conservation Easement (or incorporate the terms and restrictions by reference) in any subsequent deed or other legal instrument by which Grantor divests itself of any interest in this Conservation Easement.
- 14. All notices, consents, approvals or other communications Written Notice. 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. 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 recorded in the Official Records

of Broward County, Florida.

16. 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 Grantees 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 Grantees harmless from any recording costs or taxes necessary to record this Conservation Easement in the public records.

TO HAVE AND TO HOLD unto Grantees 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 Grantees 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, MEADOW PINES COMMUNITY DEVELOPMENT DISTRICT, ("Grantor") has hereunto set its authorized hand this day of 340, 2016, a local unit of special government established pursuant to Chapter 190, Florida Statutes.

By: Da Con A. Harris (Signature)
Name: (Print)
Title:
Signed, sealed and delivered in our presence as witnesses:  By: Manual Manual Manager  (Signature)  Name: Manager  (Print)
STATE OF FLORIDA
COUNTY OF BROWARD
On this 8 <sup>H</sup> day of June, 2016, before me, the undersigned notary public personal appeared Douglas A. Harrison, the person who subscribed to the foregoing instrument, as the Chairperson, of the Meadow Pines Community Development District, a local unit of special government established pursuant to Chapter 190, Florida Statutes and that 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  (AGRANA WILLS)  ROSSANA Méndez  (Name)
My Commission Expires:  ROSSANA MÉNDEZ MY COMMISSION # EE 224317 EXPIRES: December 11, 2016 Bonded Thrit Notacy Public Underwriters

MIAMI 4897067.1 80245/45508

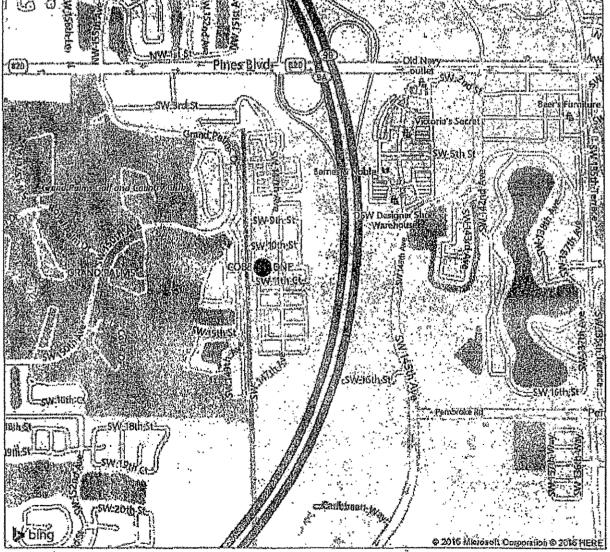
Joint Deed of Conservation Easement – 3rd Party Beneficiary Rights to the U.S. Army Corps of Engineers (within Broward County)
Page 8

## **EXHIBIT A**

LOCATION MAP

Exhibit "A"
Cobblestone Conservation area
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#### **FYHIRIT** R

## LEGAL DESCRIPTION AND SKETCH OF CONSERVATION EASEMENT AREA

**DESCRIPTION:** 

EXHIBIT "B"

(PARCEL 1)

A PORTION OF PARCEL "A", "MEADOW PINES", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 173, PAGES 40 THRU 44, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 15, TOWNSHIP 51 SOUTH, RANGE 40 EAST; THENCE NORTH 01'47'52" WEST, A DISTANCE OF 2,072.98 FEET; THENCE NORTH BB12'09" EAST, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING (1), SAID POINT ALSO BEING LOCATED ON THE ARC OF A NON TANGENT CURVE CONCAVE TO THE SOUTHEAST, FROM WHICH THE RADIUS POINT OF SAID CURVE BEARS NORTH 88'47'14" EAST; THENCE NORTHEASTERLY ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 2.01 FEET, THROUGH A CENTRAL ANGLE OF 84'17'47", AN ARC DISTANCE OF 2.96 FEET; THENCE NORTH 88'00'27" EAST, A DISTANCE OF 18.17 FEET; THENCE SOUTH 01'47'51" EAST, A DISTANCE OF 0.33 FEET; THENCE SOUTH 84'52'50" EAST, A DISTANCE OF 44.77 FEET TO THE POINT ON THE ARC OF A NON TANGENT CURVE CONCAVE TO THE SOUTHWEST, FROM WHICH THE RADIUS POINT OF SAID CURVE BEARS SOUTH 10'24'39" WEST: THENCE SOUTHEASTERLY ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 61.81 FEET, THROUGH A CENTRAL ANGLE OF 34'59'52", AN ARC DISTANCE OF 37.76 FEET; THENCE SOUTH 46'35'27" EAST, A DISTANCE OF 33.08 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE WEST; THENCE SOUTHERLY ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 28,50 FEET, THROUGH A CENTRAL ANGLE OF 59'59'12", AN ARC DISTANCE OF 29.84 FEET: THENCE SOUTH 13'23'45" WEST, A DISTANCE OF 45.48 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE EAST; THENCE SOUTHERLY ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 21.50 FEET, THROUGH A CENTRAL ANGLE OF 18'50'05", AN ARC DISTANCE OF 7.07 FEET; THENCE SOUTH 04'39'43" EAST, A DISTANCE OF 180.18 FEET TO THE POINT ON THE ARC OF A NON TANGENT CURVE CONDAVE TO THE NORTHWEST, FROM WHICH THE RADIUS POINT OF SAID CURVE BEARS SOUTH 80'56'53" WEST; THENCE SOUTHWESTERLY ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 40.65 FEET, THROUGH A CENTRAL ANGLE OF 7970'53", AN ARC DISTANCE OF 56.18 FEET TO A POINT OF REVERSE CURVE CONCAVE TO THE SOUTHEAST; THENCE SOUTHWESTERLY ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 609.18 FEET, THROUGH A CENTRAL ANGLE OF 09'42'52". AN ARC DISTANCE OF 103.29 FEET; THENCE NORTH 01'47'25" WEST, A DISTANCE OF 367.93 FEET TO THE POINT OF BEGINNING (1).

TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL:

(PARCEL 2)

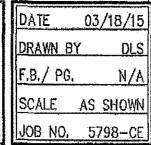
A PORTION OF PARCEL "A", "MEADOW PINES", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 173, PAGES 40 THRU 44, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 15, TOWNSHIP 51 SOUTH, RANGE 40 EAST; THENCE NORTH 89'41'06" EAST, ALONG THE SOUTH LINE OF SAID SECTION 15, A DISTANCE OF 20.01 FEET; THENCE NORTH 01'44'41" WEST PARALLEL WITH THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 22, A DISTANCE OF 0.52 FEET; THENCE NORTH 01'47'52" WEST, PARALLEL WITH THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 15. A DISTANCE OF 2336.53 FEET TO THE WESTERLY RIGHT-OF-WAY (R/W) LINE OF INTERSTATE-75, AS SHOWN ON THE FLORIDA STATE DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP NO. 86075-2402, DATED MARCH, 1977; THENCE SOUTH 46'35'33" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF SAID INTERSTATE-75, A DISTANCE OF 154.43 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST; THENCE SOUTHEASTERLY ON THE ARC OF SAID CURVE AND ON SAID WESTERLY RIGHT-OF-WAY LINE OF SAID INTERSTATE-75, HAVING A RADIUS OF 2974.29 FEET, THROUGH A CENTRAL ANGLE OF 08'01'47", AN ARC DISTANCE OF 416.83 FEET TO A POINT OF NON-TANGENCY; THENCE SOUTH 35'22'41" WEST, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING (2), SAID POINT ALSO BEING LOCATED ON THE ARC OF A NON TANGENT CURVE CONCAVE TO THE NORTHEAST, FROM WHICH THE RADIUS POINT OF SAID CURVE BEARS NORTH 35'24'30" EAST: THENCE SOUTHEASTERLY ON THE ARC OF SAID CURVE. HAVING A RADIUS OF 2965.44 FEET, THROUGH A CENTRAL ANGLE OF 04'43'56", AN ARC DISTANCE OF 244.92 FEET; THENCE SOUTH 5947'35" EAST, A DISTANCE OF 157,90 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST: DESCRIPTION CONTINUED ON SHEET 2 OF 11

CAULFIELD & WHEELER, (NC.

CIVIL ENGINEERING - LAND SURVEYING 7900 GLADES ROAD - SUITE 100 BOCA RATON, FLORIDA 33434 PHONE (561)-392-1991 / FAX (561)-750-1452

CONSERVATION EASEMENT A PORTION OF PARCEL A. MEADOW PINES SKETCH OF DESCRIPTION



SHEET 1 OF 11

EXHIBIT "B"

THENCE SOUTHEASTERLY ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 1,302.46 FEET, THROUGH A CENTRAL ANGLE OF 27'58'05", AN ARC DISTANCE OF 635,78 FEET TO A POINT OF COMPOUND CURVE CONCAVE TO THE SOUTHWEST: THENCE SOUTHEASTERLY ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 1290,75 FEET, THROUGH A CENTRAL ANGLE OF 17'27'31", AN ARC DISTANCE OF 393,31 FEET TO A POINT OF COMPOUND CURVE CONCAVE TO THE WEST: THENCE SOUTHERLY ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 1374.35 FEET, THROUGH A CENTRAL ANGLE OF 10'06'09", AN ARC DISTANCE OF 242.33 FEET TO A POINT OF A NON TANGENT CURVE CONCAVE TO THE WEST, FROM WHICH THE RADIUS POINT OF SAID CURVE BEARS SOUTH 86"4"52" WEST: THENCE SOUTHERLY ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 5,286.14 FEET, THROUGH A CENTRAL ANGLE OF D2'47'51", AN ARC DISTANCE OF 258.12 FEET TO A POINT ON THE ARC OF A NON TANGENT CURVE CONCAVE TO THE NORTHEAST, FROM WHICH THE RADIUS POINT OF SAID CURVE BEARS NORTH 88'40'01" EAST; THENCE SOUTHEASTERLY ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 66'14'57". AN ARC DISTANCE OF 28.91 FEET TO A POINT OF REVERSE CURVE CONCAVE TO THE SOUTHWEST: THENCE SOUTHEASTERLY ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 25,00 FEET, THROUGH A CENTRAL ANGLE OF 66'35'30", AN ARC DISTANCE OF 29.06 FEET TO THE POINT ON THE ARC OF A NON TANGENT CURVE CONCAVE TO THE WEST, FROM WHICH THE RADIUS POINT OF SAID CURVE BEARS SOUTH 88'59'14" WEST: THENCE SOUTHERLY ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 7,223.19 FEET, THROUGH A CENTRAL ANGLE OF 02'01'42", AN ARC DISTANCE OF 255.71 FEET; THENCE SOUTH 01'25'45" EAST, A DISTANCE OF 290.88 FEET TO THE POINT ON THE ARC OF A NON TANGENT CURVE CONCAVE TO THE WEST, FROM WHICH THE RADIUS POINT OF SAID CURVE BEARS NORTH 88'45'27" WEST: THENCE SOUTHERLY ON THE ARC OF SAID CURVE, ON SAID WESTERLY RIGHT-OF-WAY LINE OF SAID INTERSTATE-75, HAVING A RADIUS OF 7,404.50 FEET, THROUGH A CENTRAL ANGLE OF 18'32'49". AN ARC DISTANCE OF 2396,88 FEET TO A POINT OF NON-TANGENCY: THENCE SOUTH 89'41'53" WEST, A DISTANCE OF 720.96 FEET; THENCE NORTH 01'44'42" WEST, A DISTANCE OF 195.18 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST, THENCE NORTHEASTERLY ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 174.00 FEET, THROUGH A CENTRAL ANGLE OF 56'57'00", AN ARC DISTANCE OF 172.95 FEET TO A POINT OF TANGENCY; THENCE NORTH 55'12'19" EAST, A DISTANCE OF 339.35 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHWEST; THENCE NORTHEASTERLY ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 225.00 FEET, THROUGH A CENTRAL ANGLE OF 57'00'11", AN ARC DISTANCE OF 223.85 FEET TO A POINT OF TANGENCY; THENCE NORTH 01'47'52" WEST, A DISTANCE OF 23.82 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST; THENCE NORTHEASTERLY ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 32.00 FEET, THROUGH A CENTRAL ANGLE OF 49'37'46", AN ARC DISTANCE OF 27.72 FEET TO A POINT OF REVERSE CURVE CONCAVE TO THE NORTHWEST; THENCE NORTHEASTERLY ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 56.00 FEET, THROUGH A CENTRAL ANGLE OF 21'53'57", AN ARC DISTANCE OF 21.40 FEET; THENCE SOUTH 70'54'50" EAST, A DISTANCE OF 15,48 FEET; THENCE NORTH 88'12'06" EAST, A DISTANCE OF 253.35 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHWEST; THENCE NORTHEASTERLY ON. THE ARC OF SAID CURVE, HAVING A RADIUS OF 65.00 FEET, THROUGH A CENTRAL ANGLE OF 90'00'00", AN ARC DISTANCE OF 102.10 FEET TO A POINT OF TANGENCY; THENCE NORTH 01'47'54" WEST, A DISTANCE OF 24.63 FEET; THENCE NORTH 88'12'06" WEST, A DISTANCE OF 4.32 FEET; THENCE NORTH 01'47'54" WEST, A DISTANCE OF 825.33 FEET TO THE POINT ON THE ARC OF A NON TANGENT CURVE CONCAVE TO THE SOUTHWEST, FROM WHICH THE RADIUS POINT OF SAID CURVE BEARS SOUTH 67"12"59" WEST; THENCE NORTHWESTERLY ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 65.00 FEET, THROUGH A CENTRAL ANGLE OF 69'00'52". AN ARC DISTANCE OF 78.29 FEET: THENCE SOUTH 88'12'06" WEST, A DISTANCE OF 155,35 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST; THENCE NORTHWESTERLY ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 7.00 FEET, THROUGH A CENTRAL ANGLE OF 90'00'00", AN ARC DISTANCE OF 11.00 FEET TO A POINT OF TANGENCY; THENCE NORTH 01'47'54" WEST, A DISTANCE OF 24.29 FEET; THENCE SOUTH 88"12"06" WEST, A DISTANCE OF 6.85 FEET:

DESCRIPTION CONTINUED ON SHEET 3 OF 11

SHEET 2 OF 11

CAUL

CAULFIELD & WHEELER, INC.

CIVIL ENGINEERING - LAND SURVEYING
7900 GLADES ROAD - SUITE 100
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PHONE (561)-392-1991 / FAX (561)-750-1452

CONSERVATION EASEMENT
A PORTION OF PARCEL A, MEADOW PINES
SKETCH OF DESCRIPTION

DATE	03/18/15
DRAWN B	Y DLS
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	5798-CE

EXHIBIT "B"

THENCE NORTH 00"17"17" EAST, A DISTANCE OF 78.81 FEET; THENCE NORTH 84"5"47" EAST, A DISTANCE OF 4.07 FEET TO THE POINT ON THE ARC OF A NON TANGENT CURVE CONCAVE TO THE SOUTHEAST, FROM WHICH THE RADIUS POINT OF SAID CURVE BEARS NORTH 8812'06" EAST: THENCE NORTHEASTERLY ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 7.00 FEET, THROUGH A CENTRAL ANGLE OF 90'00'00". AN ARC DISTANCE OF 11.00 FEET: THENCE NORTH 88"12"08" EAST, A DISTANCE OF 204,17 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHWEST; THENCE NORTHEASTERLY ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 65.26 FEET, THROUGH A CENTRAL ANGLE OF 9418'03", AN ARC DISTANCE OF 107.41 FEET TO THE POINT ON THE ARC OF A NON TANGENT CURVE CONCAVE TO THE WEST, FROM WHICH THE RADIUS POINT OF SAID CURVE BEARS NORTH 76'59'55" WEST; THENCE NORTHERLY ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 68.00 FEET, THROUGH A CENTRAL ANGLE OF 14'47'57", AN ARC DISTANCE OF 17.56 FEET; THENCE NORTH 01'47'52" WEST, A DISTANCE OF 132.93 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST; THENCE NORTHWESTERLY ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 88.00 FEET, THROUGH A CENTRAL ANGLE OF 26'33'58", AN ARC DISTANCE OF 31.53 FEET TO THE POINT ON THE ARC OF A NON TANGENT CURVE CONGAVE TO THE WEST, FROM WHICH THE radius point of said curve bears north 5216'56" west; thence northerly on the arc of said curve, having A RADIUS OF 51.69 FEET, THROUGH A CENTRAL ANGLE OF 45'36'46", AN ARC DISTANCE OF 41.15 FEET TO THE POINT ON THE ARC OF A NON TANGENT CURVE CONCAVE TO THE WEST, FROM WHICH THE RADIUS POINT OF SAID CURVE BEARS NORTH 65'49'46" WEST; THENCE NORTHERLY ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 52.09 FEET, THROUGH A CENTRAL ANGLE OF 19'00'42". AN ARC DISTANCE OF 17.28 FEET TO A POINT ON A NON TANGENT LINE: THENCE NORTH 01'47'46" WEST, A DISTANCE OF 310.34 FEET; THENCE SOUTH 89'58'32" EAST, A DISTANCE OF 19.96 FEET; THENCE NORTH 01'47'37" WEST, A DISTANCE OF 514.00 FEET; THENCE NORTH 03'08'24" EAST, A DISTANCE OF 70.18 FEET; THENCE NORTH 86'47'55" WEST, A DISTANCE OF 19.93 FEET TO THE POINT ON THE ARC OF A NON TANGENT CURVE CONCAVE TO THE SOUTHWEST, FROM WHICH THE RADIUS POINT OF SAID CURVE BEARS NORTH 88'55'07" WEST, THENCE NORTHWESTERLY ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 47.28 FEET, THROUGH A CENTRAL ANGLE OF 95'59'21", AN ARC DISTANCE OF 79.21 FEET; THENCE SOUTH 83'12'08" WEST, A DISTANCE OF 70.88 FEET TO THE POINT ON THE ARC OF A NON TANGENT CURVE CONCAVE TO THE SOUTHWEST, FROM WHICH THE RADIUS POINT OF SAID CURVE BEARS SOUTH 3917'43" WEST; THENCE WESTERLY ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 69.00 FEET, THROUGH A CENTRAL ANGLE OF 23'47'55", AN ARC DISTANCE OF 28.66 FEET TO A POINT ON A NON TANGENT LINE; THENCE NORTH 01'21'28" WEST, A DISTANCE OF 11.12 FEET; THENCE SOUTH 88'12'09" WEST, A DISTANCE OF 158.59 FEET; THENCE NORTH 05"30"43" WEST, A DISTANCE OF 122.58 FEET; THENCE NORTH 84"29"48" EAST, A DISTANCE OF 200.41 FEET; THENCE NORTH 05'30'12" WEST, A DISTANCE OF 13.40 FEET; THENCE NORTH 51'42'57" EAST, A DISTANCE OF 29.65 FEET; THENCE NORTH 88'40'32 EAST, A DISTANCE OF 64.73 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTH; THENCE EASTERLY ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 48.00 FEET, THROUGH A CENTRAL ANGLE OF 33"30"42", AN ARC DISTANCE OF 26.90 FEET; THENCE SOUTH 46"59"07" EAST, A DISTANCE OF 58.35 FEET; THENCE NORTH 00'47'48" EAST, A DISTANCE OF 27.01 FEET TO THE POINT ON THE ARC OF A NON TANGENT CURVE CONCAVE TO THE WEST, FROM WHICH THE RADIUS POINT OF SAID CURVE BEARS SOUTH 89'42'33 WEST: THENCE NORTHERLY ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 711.43 FEET, THROUGH A CENTRAL ANGLE OF 05'02'30", AN ARC DISTANCE OF 62.60 FEET; THENCE NORTH 09'22'22 WEST, A DISTANCE OF 62.55 FEET; THENCE NORTH 05'28'31 WEST, A DISTANCE OF 377.64 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST; THENCE NORTHWESTERLY ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 68.00 FEET, THROUGH A CENTRAL ANGLE OF 48'29'10", AN ARC DISTANCE OF 55.17 FEET TO A POINT OF TANGENCY; THENCE NORTH 51'57'41" WEST, A DISTANCE OF 88.15 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTH; THENCE WESTERLY ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 68.00 FEET, THROUGH A CENTRAL ANGLE OF 43'30'50". AN ARC DISTANCE OF 51.64 FEET TO A POINT OF TANGENCY; THENCE SOUTH 84'31'29" WEST, A DISTANCE OF 155.70 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST; THENCE NORTHWESTERLY ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 10.00 FEET, THROUGH A CENTRAL ANGLE OF 62'09'33", AN ARC DISTANCE OF 10.85 FEET TO A POINT OF TANGENCY; THENCE NORTH 33'18'58" WEST, A DISTANCE OF 5.02 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE EAST; THENCE NORTHERLY ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 10.00 FEET, THROUGH A CENTRAL ANGLE OF 27'47'05", AN ARC DISTANCE OF 4.85 FEET TO A POINT OF TANGENCY:

CAULFIELD & WHEELER, INC.

CIVIL ENGINEERING -- LAND SURVEYING
7900 GLADES ROAD -- SUITE 100

DESCRIPTION CONTINUED ON SHEET 4 OF 11

SHEET 3 OF 11

DATE 03/18/15

DRAWN BY DLS

7900 GLADES ROAD - SUITE 100 BOCA RATON, FLORIDA 33434 PHONE (561)-392-1991 / FAX (561)-750-1452

CONSERVATION EASEMENT
A PORTION OF PARCEL A, MEADOW PINES
SKETCH OF DESCRIPTION

DATE 03/18/15
DRAWN BY DLS
F.B./ PG. N/A
SCALE AS SHOWN
JOB NO. 5798—CE

EXHIBIT (15)

THENCE NORTH 05'31'53" WEST, A DISTANCE OF 287.07 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST; THENCE NORTHWESTERLY ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 20.00 FEET, THROUGH A CENTRAL ANGLE OF 44'59'08", AN ARC DISTANCE OF 15.70 FEET; THENCE NORTH 50'31'29" WEST, A DISTANCE OF 28.79 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTH; THENCE WESTERLY ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 19.10 FEET, THROUGH A CENTRAL ANGLE OF 46'04'11", AN ARC DISTANCE OF 15.38 FEET; THENCE SOUTH 84'29'51" WEST, A DISTANCE OF 92.05 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST; THENCE NORTHWESTERLY ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 10.00 FEET, THROUGH A CENTRAL ANGLE OF 90'00'00", AN ARC DISTANCE OF 15.71 FEET TO THE POINT ON THE ARC OF A NON TANGENT CURVE CONCAVE TO THE WEST, FROM WHICH THE RADIUS POINT OF SAID CURVE BEARS SOUTH 83'30'23" WEST; THENCE NORTHERLY ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 379.69 FEET, THROUGH A CENTRAL ANGLE OF 23'03'49", AN ARC DISTANCE OF 152.84 FEET TO THE POINT ON THE ARC OF A NON TANGENT CURVE CONCAVE TO THE EAST, FROM WHICH THE RADIUS POINT OF SAID CURVE BEARS NORTH 54'17'46" EAST; THENCE NORTHERLY ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 12.42 FEET, THROUGH A CENTRAL ANGLE OF 86'40'38", AN ARC DISTANCE OF 15.79 FEET; THENCE NORTH 55'38'39" WEST, A DISTANCE OF 61.97 FEET; THENCE NORTH 62'59'06" EAST, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING (2);

TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL:

(PARCEL 3)

A PORTION OF PARCEL "A", "MEADOW PINES", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 173, PAGES 40 THRU 44, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 22, TOWNSHIP 51 SOUTH, RANGE 40 EAST; THENCE NORTH B9'41'06" EAST, A DISTANCE OF 20.01 FEET; THENCE SOUTH 01'44'41" EAST, A DISTANCE OF 1701,28 FEET TO POINT

OF BEGINNING (3):

THENCE NORTH 67'07'12" EAST, A DISTANCE OF 15.00 FEET TO THE POINT ON THE ARC OF A NON TANGENT CURVE CONCAVE TO THE NORTH, FROM WHICH THE RADIUS POINT OF SAID CURVE BEARS NORTH 34'50'58" EAST, THENCE EASTERLY ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 32.00 FEET, THROUGH A CENTRAL ANGLE OF 10"21"10", AN ARC DISTANCE OF 5.78 FEET TO THE POINT ON THE ARC OF A NON TANGENT CURVE CONCAVE TO THE NORTH, FROM WHICH THE RADIUS POINT OF SAID CURVE BEARS NORTH 70"21"13" EAST, THENCE EASTERLY ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 65.00 FEET, THROUGH A CENTRAL ANGLE OF 87'09'07". AN ARC DISTANCE OF 98.87 FEET TO A POINT OF TANGENCY; THENCE NORTH 73"12"06" EAST, A DISTANCE OF 44.99 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTH, THENCE EASTERLY ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 35.00 FEET, THROUGH A CENTRAL ANGLE OF 15'00'00", AN ARC DISTANCE OF 19.16 FEET TO A POINT OF TANGENCY; THENCE NORTH 8812'06" EAST, A DISTANCE OF 295.33 FEET; THENCE NORTH 04'36'02" WEST, A DISTANCE OF 5.53 FEET TO THE POINT ON THE ARC OF A NON TANGENT CURVE CONCAVE TO THE NORTHEAST, FROM WHICH THE RADIUS POINT OF SAID CURVE BEARS NORTH 57'02'05" EAST; THENCE SOUTHEASTERLY ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 150.28 FEET, THROUGH A CENTRAL ANGLE OF 04'04'30", AN ARC DISTANCE OF 10.69 FEET TO A POINT OF COMPOUND CURVE CONCAVE TO THE NORTHEAST: THENCE SOUTHEASTERLY ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 34.49 FEET, THROUGH A CENTRAL ANGLE OF 17'49'27", AN ARC DISTANCE OF 10,73 FEET TO A POINT OF REVERSE CURVE CONCAVE TO THE SOUTHWEST; THENCE SOUTHEASTERLY ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 28.37 FEET, THROUGH A CENTRAL ANGLE OF 56'30'15", AN ARC DISTANCE OF 27.98 FEET TO A POINT OF REVERSE CURVE CONCAVE TO THE EAST; THENCE SOUTHERLY ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 99.31 FEET, THROUGH A CENTRAL ANGLE OF 06'52'29", AN ARC DISTANCE OF 11.92 FEET TO A POINT OF REVERSE CURVE CONCAVE TO THE WEST; THENCE SOUTHERLY ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 177.64 FEET, THROUGH A CENTRAL ANGLE OF 31'56'20", AN ARC DISTANCE OF 99.02 FEET TO A POINT OF COMPOUND CURVE CONCAVE TO THE NORTHWEST; THENCE SOUTHWESTERLY ON THE ARC OF SAID CURVE. HAVING A RADIUS OF 175.00 FEET, THROUGH A CENTRAL ANGLE OF 28'30'06". AN ARC DISTANCE OF 87.05 FEET TO A POINT OF TANGENCY:

DESCRIPTION CONTINUED ON SHEET 5 OF 11

SHEET 4 OF 11

CAULFIELD &c
CIVIL ENGINEER
7900 GLADE
BOCA RAT
PHONE (561)-392-

JLFIELD & WHEELER, INC.

CIVIL ENGINEERING - LAND SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (581)-392-1891 / FAX (561)-750-1452

CONSERVATION EASEMENT A PORTION OF PARCEL A, MEADOW PINES SKETCH OF DESCRIPTION DATE 03/18/15
DRAWN BY DLS
F.B./ PG. N/A
SCALE AS SHOWN
JOB NO. 5798-CE

THENCE SOUTH 5542'19" WEST, A DISTANCE OF 414.20 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST; THENCE SOUTHWESTERLY ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 86.00 FEET, THROUGH A CENTRAL ANGLE OF 29'30'40", AN ARC DISTANCE OF 44.30 FEET; THENCE NORTH 84'18'21" WEST, A DISTANCE OF 15.41 FEET; THENCE NORTH 01'44'41" WEST, A DISTANCE OF 484.58 FEET TO THE POINT OF BEGINNING (3).

SAID LANDS LYING IN THE CITY OF PEMBROKE PINES, BROWARD COUNTY, FLORIDA. CONTAINING A TOTAL NET AREA OF 2,014,60B SQUARE FEET (46,248 ACRES), MORE OR LESS.

### NOTES:

- 1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
- 2, LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
- 3. BEARINGS SHOWN HEREON ARE RELATIVE TO A RECORD PLAT BEARING OF NORTH 01'44'42" EAST ALONG THE WEST LINE OF PARCEL A, MEADOW PINES, AS RECORDED IN PLAT BOOK 173 PAGE 40 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
- 4. THE "LAND DESCRIPTION" SHOWN HEREON WAS PREPARED BY THE SURVEYOR
- 5. DATA SHOWN HEREON WAS COMPILED FROM INSTRUMENTS OF RECORD AND DOES NOT CONSTITUTE A BOUNDARY SURVEY AS SUCH.

## CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON MARCH 18, 2015. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472,027.

CAULFIELD & WHEELER, INC.

7900 GLADES ROAD - SUITE 100

BOCA RATON, FLORIDA 33434

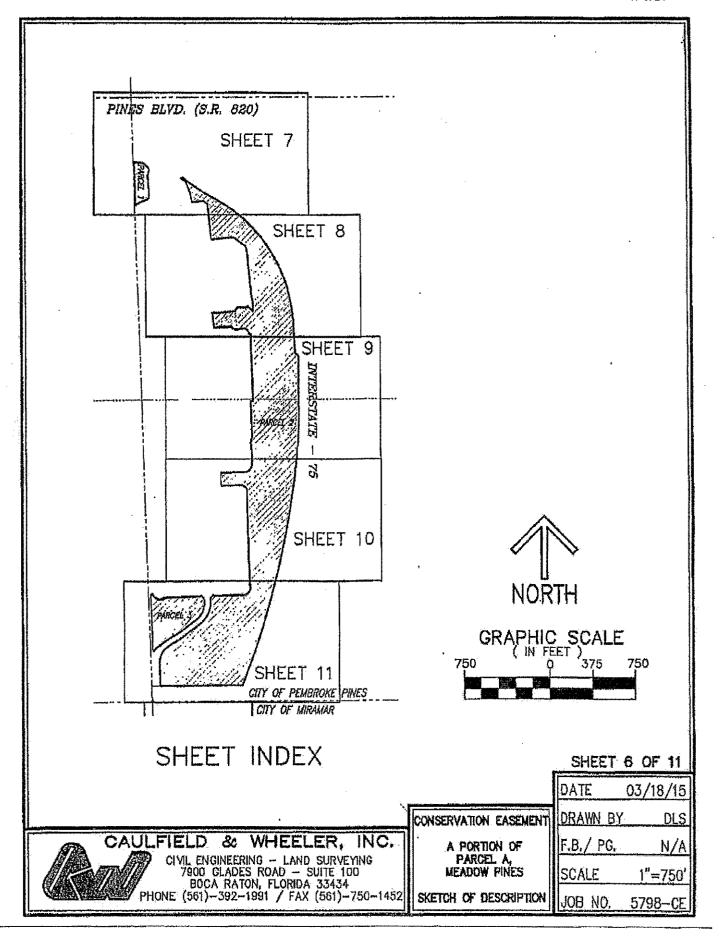
PHONE (561)-392-1991 / FAX (561)-750-1452

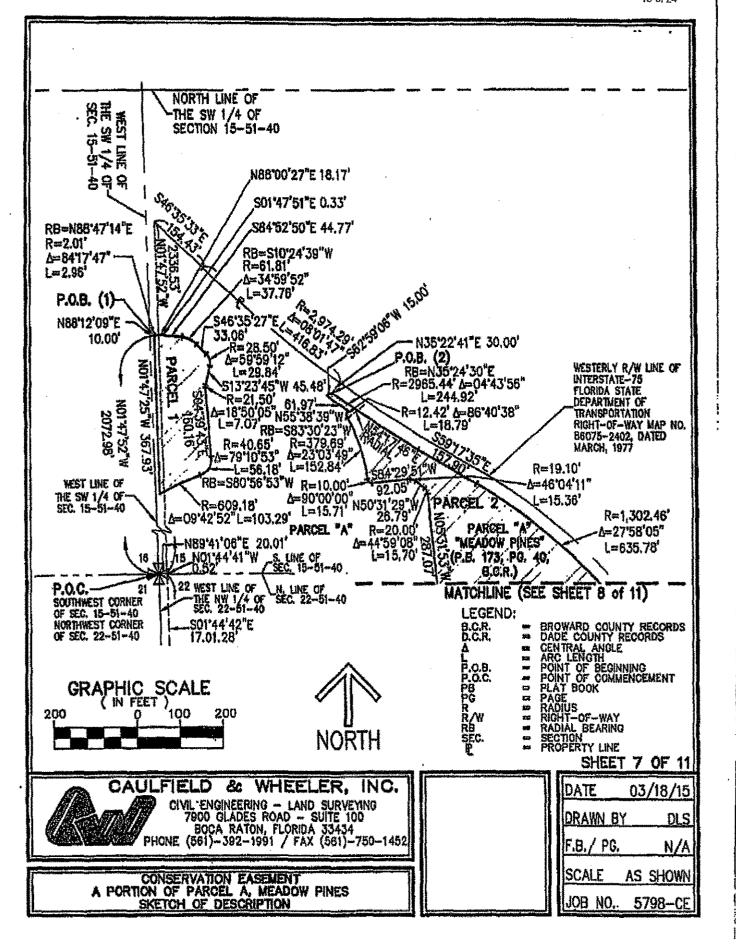
CONSERVATION EASEMENT
A PORTION OF PARCEL A, MEADOW PINES
SKETCH OF DESCRIPTION

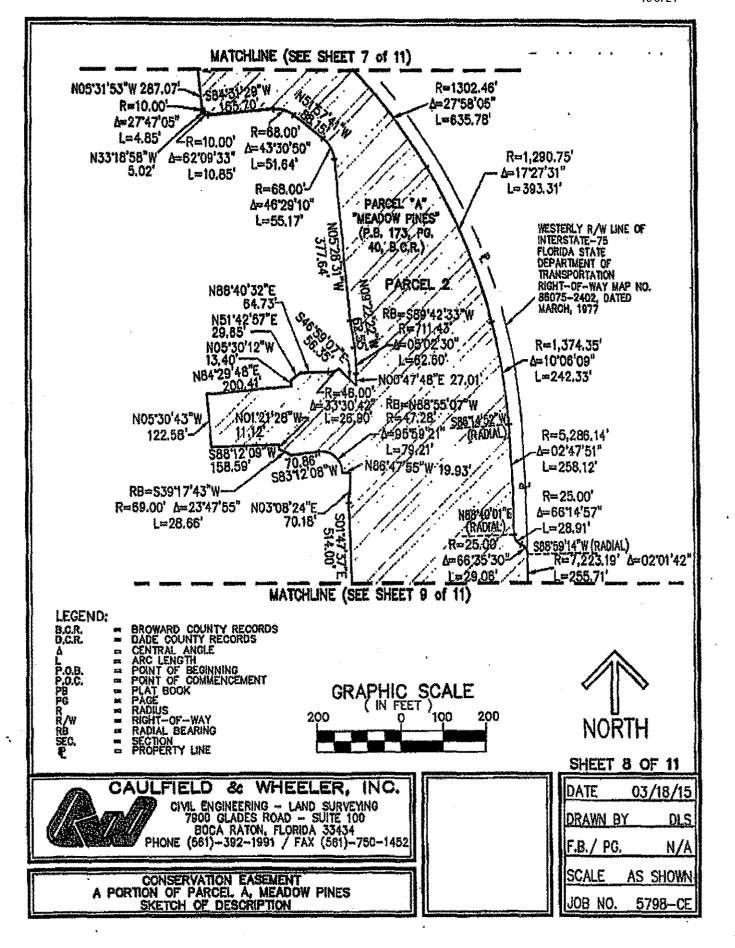
DAVID P. LINDLEY
REGISTERED LAND
SURVEYOR NO. 5005
STATE OF FLORIDA
LB# 3591

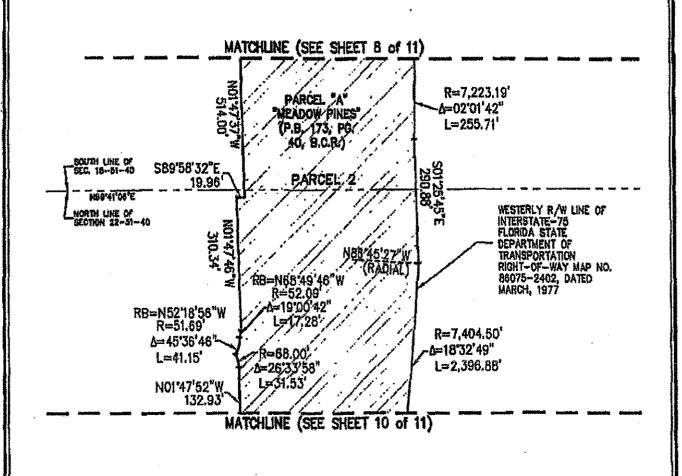
DATE 03/18/15
DRAWN BY DLS
F.B./ PG. N/A
SCALE AS SHOWN
JOB NO. 5798—CE

SHEET 5 OF 11











BROWARD COUNTY RECORDS
DADE COUNTY RECORDS
CENTRAL ANGLE
ARC LENGTH
POINT OF BEGINNING
POINT OF COMMENCEMENT
PLAT BOOK
PAGE
RADIUS
RIGHT—OF—WAY
RADIAL BEARING
SECTION
PROPERTY LINE B.C.R. D.C.R.

P.O.B. \*\*\*

PB 20 

(M) an.



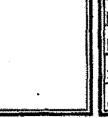


SHEET 9 OF 11

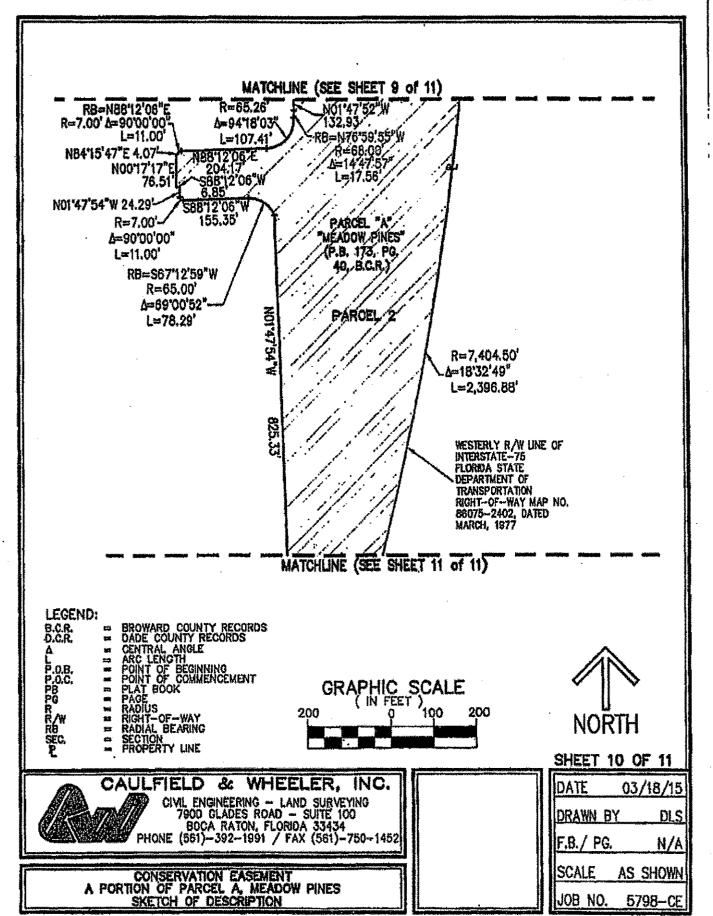


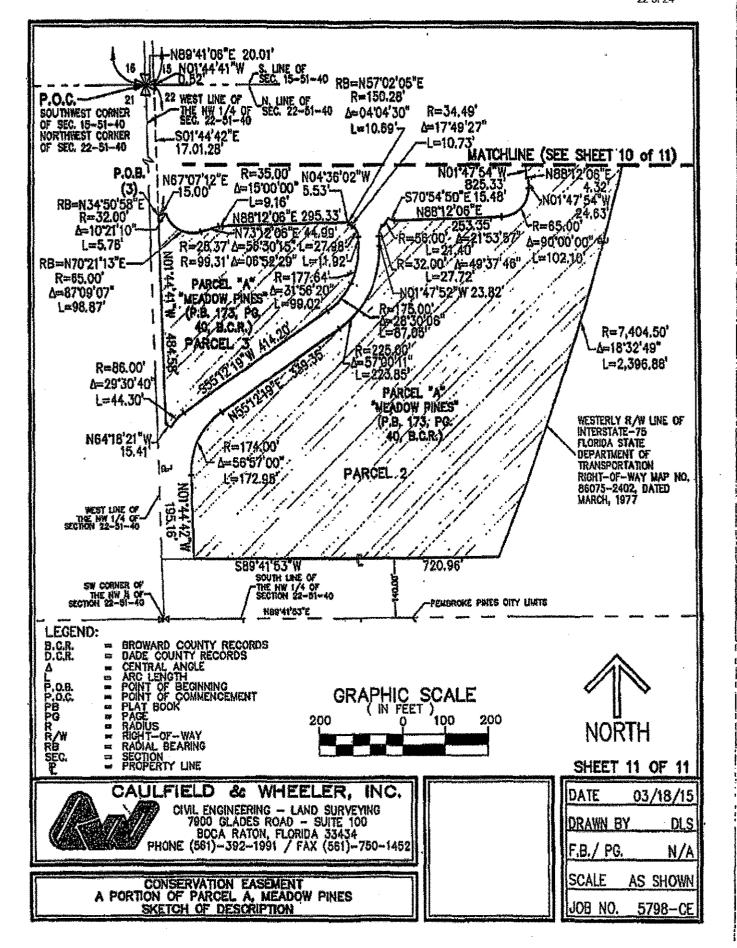
86 WHEELER, INC. CIVIL ENGINEERING - LAND SURVEYING 7900 GLADES ROAD - SUITE 100 BOCA RATON, FLORIDA 33434 PHONE (561)-392-1991 / FAX (561)-750-1452

CONSERVATION EASEMENT
A PORTION OF PARCEL A MEADOW PINES
SKETCH OF DESCRIPTION



DATE	03/18/15
DRAWN BY	( DLS
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	5798-CE





#### DESCRIPTION:

PORTIONS OF TRACTS 46 THROUGH 48 IN THE SOUTH ONE-HALF (S 1/2) OF SECTION 22, TOWNSHIP 51 SOUTH, RANGE 40 EAST, "EVERGLADES SUGAR AND LAND CO. SUBDIVISION", RECORDED IN PLAT BOOK 2, AT PAGE 39 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST ONE-QUARTER (W 1/4) CORNER OF SAID SECTION 22; THENCE NORTH 89'41'52" EAST ALONG THE NORTH LINE OF SAID SOUTH ONE-HALF (S 1/2) OF SAID SECTION 22, 20.01 FEET; THENCE SOUTH 01'44'42" EAST, 104.04 FEET TO THE SOUTH RIGHT-OF-WAY (R.O.W.) OF PEMBROKE ROAD AND BEING ON THE WEST LINE OF SAID TRACT 48 AND THE POINT OF BEGINNING; THENCE NORTH 89'41'52" EAST, ALONG SAID SOUTH R.O.W., 647.50 FEET TO THE WEST R.O.W. OF INTERSTATE 75, AS SHOWN ON THE FLORIDA STATE DEPARTMENT OF TRANSPORTATION R.O.W. MAP NO. 86075-2402, DATED MARCH 1977, BEING A NON-TANGENT POINT OF CURVATURE CONCAVE TO THE NORTHWEST, A RADIAL LINE THROUGH SAID POINT BEARS NORTH 65'51'07" WEST; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID NON-TANGENT CURVE HAVING A RADIUS OF 7404.44 FEET, A CENTRAL ANGLE OF 09'47'47", AN ARC DISTANCE OF 1266.01 FEET TO A POINT OF NON-TANGENCY, SAID POINT BEING ON THE WEST LINE OF SAID TRACT 48; THENCE NORTH 01'44'42" WEST ALONG SAID WEST LINE OF TRACT 48 AND PARALLEL WITH THE WEST LINE OF SAID SOUTH ONE-HALF (S 1/2) OF SECTION 22, 1102,53 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN BROWARD COUNTY, FLORIDA.
CONTAINING 379,632 SQUARE FEET/8.715 ACRES, MORE OR LESS.
SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS AND RIGHTS—OF—WAY OF RECORD...

## NOTES:

- 1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL. 2. LANDS SHOWN HEREON ARE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
- 3. BEARINGS SHOWN HEREON ARE RELATIVE TO AN ASSUMED BEARING OF NORTH 89'41'52" EAST ALONG THE NORTH LINE OF THE SOUTH ONE—HALF OF SECTION 22, TOWNSHIP 51 SOUTH, RANGE 40 EAST 4. THE "LAND DESCRIPTION" HEREON IS IN ACCORD WITH THE INSTRUMENT OF RECORD.
- 5. DATA SHOWN HEREON WAS COMPILED FROM THE INSTRUMENT OF RECORD, RECORDED IN OFFICIAL RECORD BOOK 35601, PAGE 1070 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

#### CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON NOVEMBER 4, 2011, I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

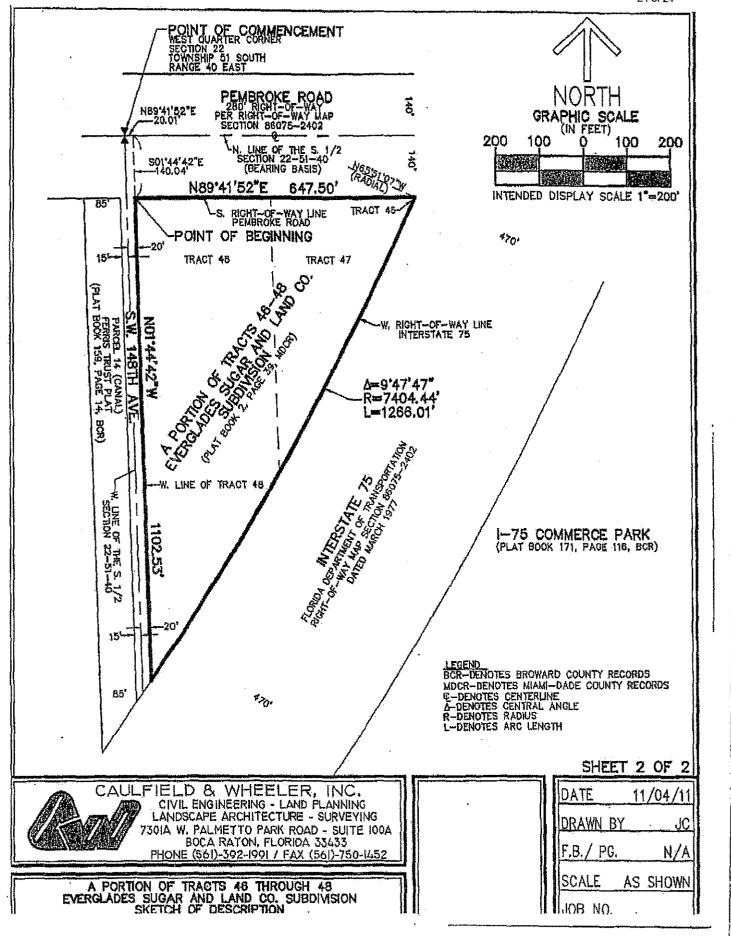
CAULFIELD & WHEELER, INC.

CIVIL ENGINEERING - LAND PLANNING
LANDSCAPE ARCHITECTURE - SURVEYING
730IA W. PALMETTO PARK ROAD - SUITE 100A
BOCA RATON, FLORIDA 33433
PHONE (561)-392-1991 / FAX (561)-750-1452

A PORTION OF TRACTS 48 THROUGH 48
EVERGLADES SUGAR AND LAND CO. SUBDIVISION
SECTION OF DESCRIPTION

DAVID P. LINDLEY
REGISTERED LAND
SURVEYOR NO. 5005
STATE OF FLORIDA
I R. 3591

Sheri		Ur	-
DATE	11	/04,	/11
DRAWN BY		•	JC
F.B./ PG.		N	<u>/A</u>
SCALE A	S.	SH0	WN
INB NO			





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**

Westbrooke Homes 9350 Sunset Drive, Suite 100 Miami, Florida 33173

> loanse is issued under the provision of Chapter 27 of the Brow Broward County Natural Flesource Protection Code hereinalter called the Code The above risined applicant, asing the code discourses as hereby authorized to perform the work of operate the facility shown for the provert graving it plans, documents, and apecifications as authorities by applicant, and apecifications as authorities by applicant, and apecifications as authorities by applicant, and apecifications as a submitter by applicant, and apecifications as a submitter by applicant, and apecification of a pecification of the code of the cod

Description of Works: this project involves the following: (1) filling 62.42 acres of mixed herbaceous and melaletica Forest in wetlands with approximately 512,000 cubic yards of clean fill; filling the northest portion of the existing canal at the west property line; partial filling of the same canal south of the limits of abandonment, as per sheets number 2 and 4 of 8; excevation of a 7.35 and a 6.04 acre lake to emekinium depth of - 20.00 feet NGVD. Lake slopes shall be as per the attached plans in conformance with Section 27-337(b)(13). The fill material used in the canal will be generated by excavating the mitigation area and lakes. The existing conditions at the site are 117,77 acres of Jurisdictional wetlands with 14.25 acres of agricultural ditches and related fill/spoil areas. This project is for the development of multi-family residences.

Compensation for unavoidable impacts to 62.42 acres of wetlands shall be the on-site enhancement of 55.35 acres of diverse freshwater marsh system which includes a 25 foot wide open water buffer on the west side which is not included in the conservation easement. Total conservation easement acreage 252,5453

, mining a want paint. Location of Work: This project is located on the cells side of Place Boulevard and dis Sections 15 and 22; Township 51 S, Range 40E, in the Cities of Pembroke Pines

Construction shall be in accordance with the DEP form 62.243.20 "information also favoicitis designated as DPEP. File No. 97-07556 and plants 9/16/03 (attached) and all General and Specific Conditions of this dicens

## **ENVIRONMENTAL RESOURCE LICENSE**

#### **GENERAL CONDITIONS**

- 1. The terms, conditions, requirements, ilmitations 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 falled 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.

License No.

DF02-1087

LICENSEE: Westbrook Homes

#### SPECIFIC CONDITIONS:

#### A. Standard

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.

- Any project caused environmental problem(s) shall be reported immediately to the DPEP Environmental Response
  Line at 954-519-1499.
- 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 project. 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].
- 5. 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 9/16/03 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.
- This permit does not constitute the approval required by Section 27-353(i), Broward County Code, to conduct
  dewatering operations at or within one-quarter mile radius of a contaminated site. Please contact the Pollution
  Prevention and Remediation Division at (954) 519-1260 for further information.

#### B. Compensatory Mitigation (Areas)

- Construction and installation of the Areas shall be in accordance with plans dated 9/16/03 by the Departmen (attached) and associated information. The Areas shall be installed concurrently with licensed construction.
- 2. Upon completion of the Areas, 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. The Areas shall be protected from construction-related runoff and development activities through the use of orange construction fence and siltation screening or haybales around the perimeter of the Areas adjacent to the proposed development. The erosion protection devices shall be placed before the initiation of ground-disturbing activities and shall remain in place until all ground-disturbing activities adjacent to the Areas have concluded, at which time the screening or bales shall be removed completely from the site.
- 4. Introduction (direct or indirect) of Grass Carp, Ctenopharyngodon idella, is strictly prohibited. The Licensee shall properly employ and maintain Grass Carp exclusion devices as necessary to prevent entry to the Areas.
- A viable wetland system shall be established that replicates a natural reference wetland in basic structure and
  function. In order to assure that the Areas become self-sustaining, the following criteria shall be met:
  - A minimum of 80% coverage by desirable wetland species after a two (2) year period and demonstration of persistence for three (3) additional years.

# License No. DF02-1087 LICENSEE: Westbrook Homes

- 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, primrosewillow, 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 shall be maintained each quarter. An exception to this condition may be allowed in areas where the overall wetland condition as characterized by the species composition, productivity, viability, etc., is determined by the Department to be of sufficiently high quality.
- 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.
- Any preserved or planted species shall be maintained as to exhibit new growth and/or propagation, viability, and overall health.

The Areas shall be monitored and reports submitted quarterly for five (5) years describing in detail the condition of the Areas relative to the reference wetland and the criteria listed above (B5.a-e).

- 6. Should the Department determine that any 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.
- 7. A Conservation Easement and two Surety Bonds totaling \$1,281,000.00 has 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.
- 8. 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 Surety Bond, which totals \$1,087,900.00 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 5 and if necessary B.6, the licensee may request the release of the remaining surety Bond, which totals \$193,100.00 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.

License No.

DF02-1087

LICENSEE:

Westbrook Homes

Recommended for approval by

Reviewed by

License Placester

Licensing/Section Manage

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)

MARK A. BIDWELL

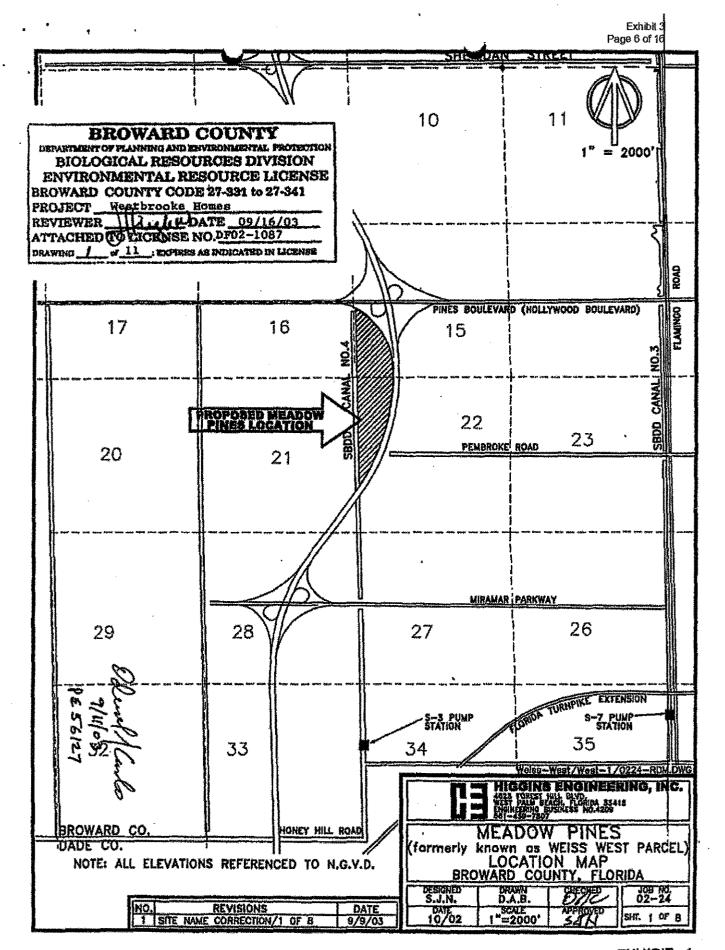
9/20/03 Date

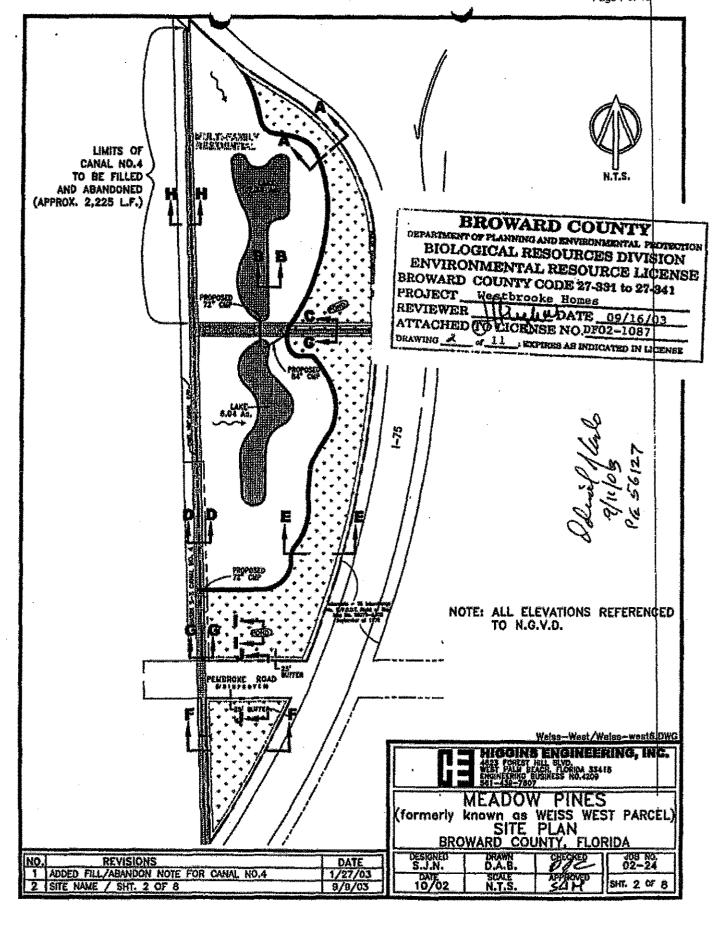
Issued this 25 day of September, 2003

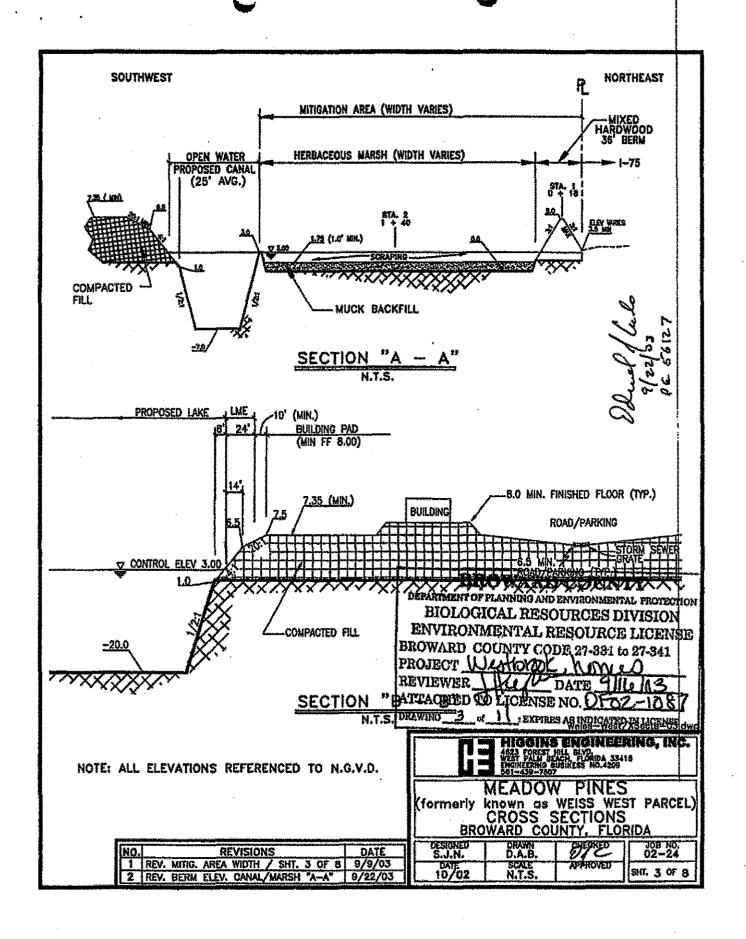
Expiration Date: September 25, 2008

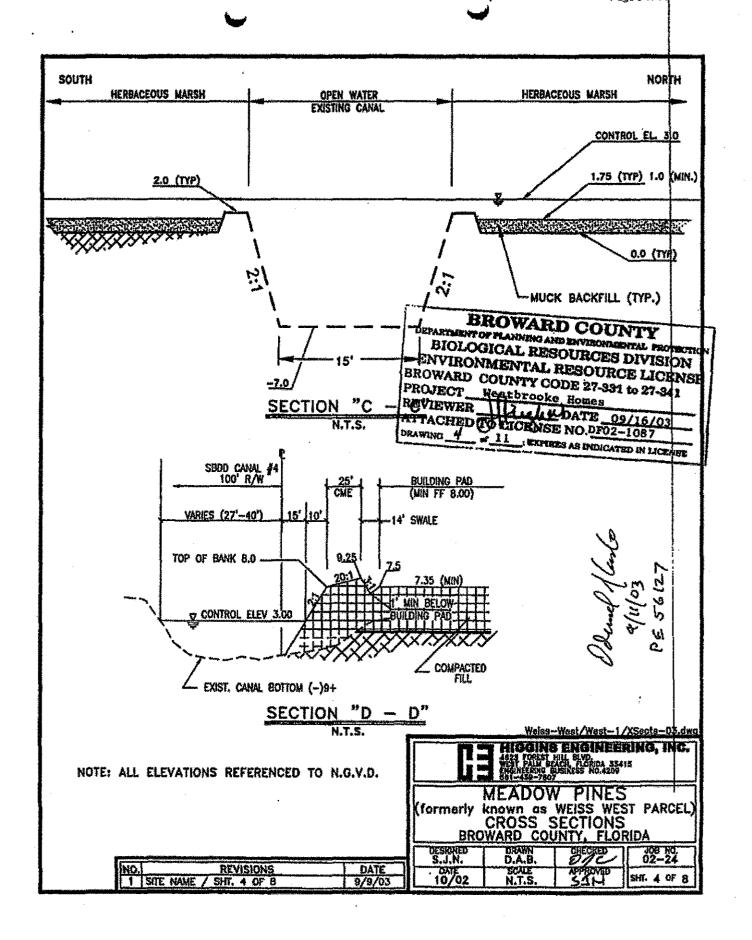
BROWARD COUNTY DEPARTMENT OF PLANNING AND ENVIRONMENTAL PROTECTION

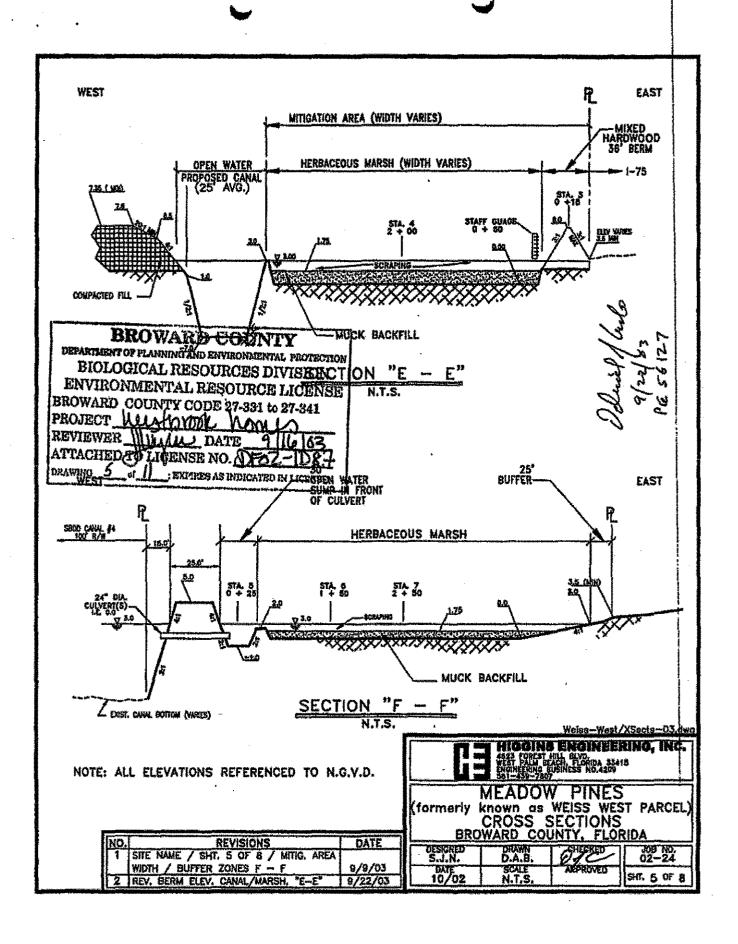
Kent Edwards Manager
Wetland/Uplands Resources Section

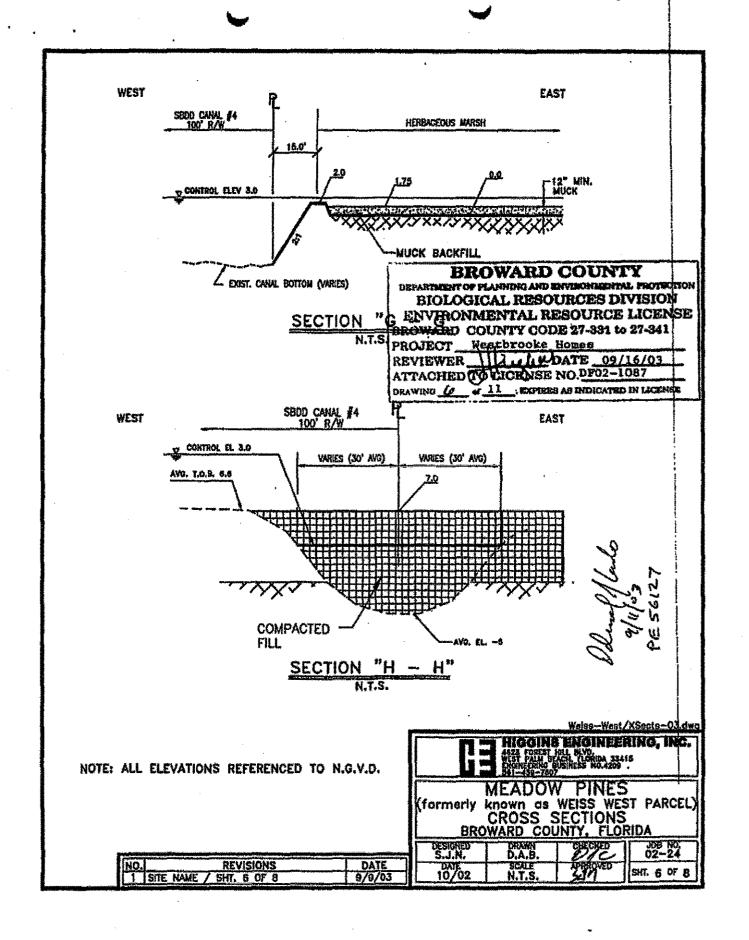


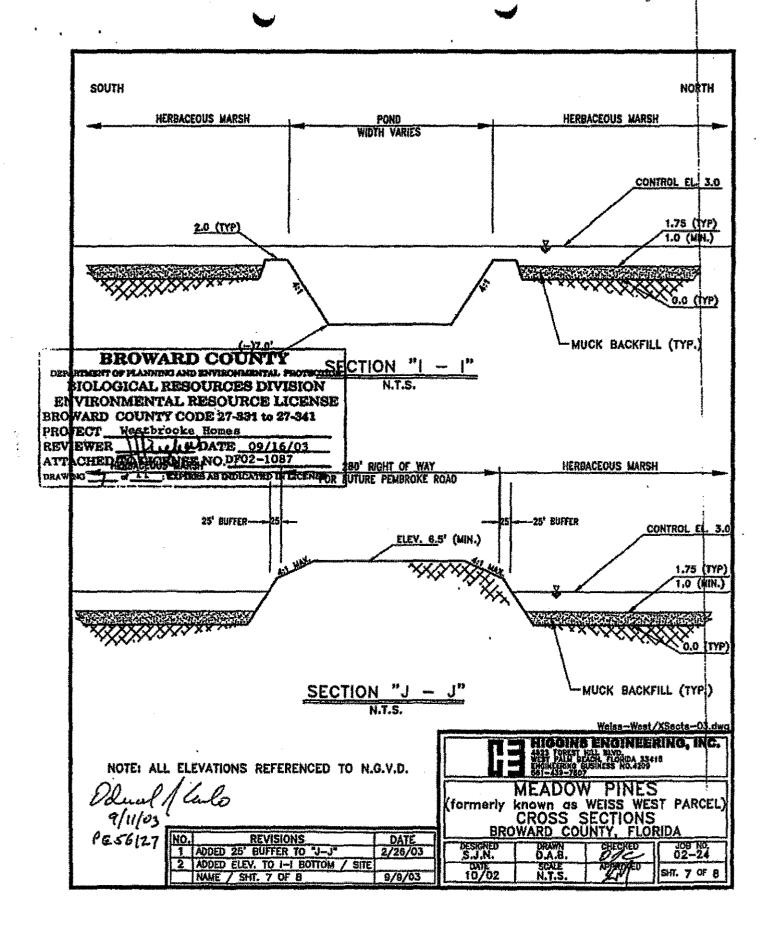


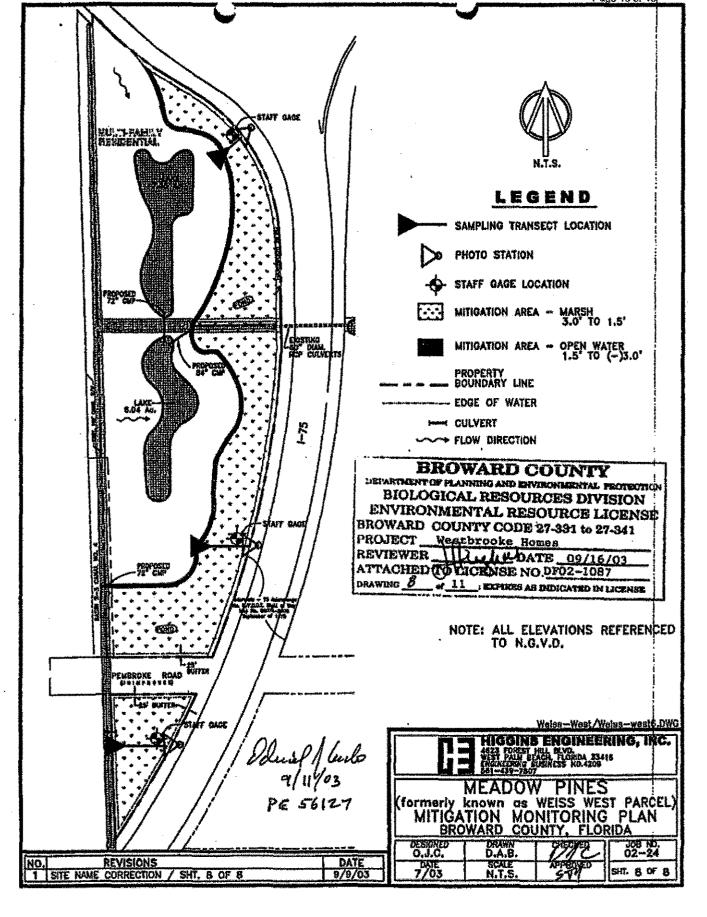












September 9, 2003

## **MEADOW PINES f.k.a WEISS WEST**

## WETLAND MITIGATION MONITORING AND MAINTENANCE PLAN

#### **OBJECTIVE**

The objective of this monitoring and maintenance plan is to ensure the success of the on-site mitigation area for the Meadow Pines Property. The mitigation area consists of herbaceous on-site wetland creation/enhancement with edges of deep water and hardwood upland buffers.

## WETLAND MITIGATION SUCCESS MONITORING PLAN

A time-zero report will be completed and submitted to the agencies within one month following construction of each of the mitigation areas. The time-zero report(s) will document the acreages, elevations, slopes, species planted, densities planted, control structure elevations, and the date work was completed. Time-zero photographs and water elevations will also be submitted as part of the time-zero report(s).

Success monitoring will be conducted quarterly at each of the mitigation areas for a period of five years (a total of twenty monitoring events per mitigation area). Monitoring reports will be submitted quarterly. After construction of the wetland mitigation areas, sampling transects will be established along defined compass bearings from permanently established origin-point markers, as shown in the Mitigation Monitoring Site Plan (drawing). Vegetative communities will be described, utilizing measurements from these markers, within a band approximately ten feet in width, parallel to, and centered over the transect lines. Data collected within each distinct vegetative community along the cruise-transect will include species present and relative percent cover of each species. In addition, data regarding overall survival and growth of planted vegetation, vegetative recruitment, and percent cover of exotic species will be collected at the mitigation areas during monitoring events.

Utilization of the mitigation areas by fish and wildlife will be assessed by direct observation of animals and observation of signs. Photographs will be taken during each monitoring event from fixed points within each of the mitigation areas to document condition of the wetlands over time. Daily rainfall data, obtained from the nearest official rain monitoring station, and water level data obtained bi-weekly from on-site gauges, will be collected and submitted with the monitoring report.

Monitoring reports will be completed and submitted quarterly to document site information and illustrate progressive mitigation success the property in the five transfer monitoring period. The monitoring reports will suggressive the progressive mitigation success the property in the five transfer monitoring period. The monitoring reports will suggressive the progressive monitoring period. The monitoring reports will suggressive the progressive mitigation success the

BIOLOGICAL RESOURCES DIVISION
ENVIRONMENTAL RESOURCE LICENSE
BROWARD COUNTY CODE 27-391 to 27-341
PROJECT Veschrocke Homes

REVIEWER WILLIAM 09/16/03 ATTACHED TO LICKUSE NO.DF02-1087

drawing g a 11 . Experse as indicated in License

## WETLAND MITIGATION MAINTENANCE PLAN

Maintenance activities within each of the mitigation areas will be conducted on a quarterly basis (at least every three months) for a period of five years after completion of mitigation construction. The goal of maintenance activities will be to assure at least 80 percent coverage of desirable wetland species after a two year period and demonstration of persistence for three additional years. An evaluation of maintenance success will be discussed in each quarterly mitigation success monitoring report, and recommended and/or planned maintenance activities will be listed in each report.

Routine maintenance will include eradicating and removing exotic plants such as Brazilian pepper (Schinus terebinthifolius), Melaleuca (Melaleuca quinquenervia), and Australian pine (Casuarina equisetifolia), as well as any other exotic or nuisance species that colonize the mitigation areas. The maintenance plan includes physical and chemical components to eradicate and control exotic and nuisance vegetation. Hand-pulling of seedlings or plants is the preferred method. Where hand-pulling is not feasible, vegetation will be cut, and herbicides approved for use in aquatic solutions may be applied to prevent growth. Selective foliar or basal applications of herbicide may be used to kill exotic or nuisance vegetation prior to removal. All cut or pulled vegetation will be removed from the mitigation areas. Basic tree care including pruning, fertilizing, and staking will be carried out to promote tree health and growth of planted species.

Maintenance will be conducted to ensure zero percent coverage of exotic plant species immediately following a maintenance activity and no more than 2% coverage between maintenance activities.

#### **BROWARD COUNTY**

DEPARTMENT OF PLANNING AND ENVIRONMENTAL PROTECTION
BIOLOGICAL RESOURCES DIVISION
ENVIRONMENTAL RESOURCE LICENSE
BROWARD COUNTY CODE 27-331 to 27-341

PROJECT Wentbrooke Homes

REVIEWER 12 14 DATE 09/16/03 ATTACHED OF CICROSE NO.DF02-1087

DRAWING 10 w 11 EXPIRES AS INDICATED IN LICENSE

### Meadow Pines f.k.a. Weiss West Parcel Mitigation Planting Cost Estimate Details (Updated September 23, 2003)

	Plant Type		Planting							
Habitat	Common Name	Scientific Name	Elevatin n NGVD	Size	Planting Centers	No. of Plants	Unit Cost	To	Total Cost	
Mixed	cocopium	Chrysobelanus icaco	4.0 - 6.0	3G	10'	270	\$ 7.00	\$	1,890	
Hardwood	pond apple	Annona glabra	4.0	25G	20'	65	\$ 170.00	\$	11,050	
(East berm)	laurel oak	Quercus leurifolie	-6.0	25G	20'	85	\$ 300.00	\$	19,500	
	gumbo limbo	Bursera simaruba	5.0 ~ 8.0	25G	20'	97	\$ 250.00	\$	24,250	
	sand cordgrass	Spartina bakeri	4.0 - 6.0	16	5'	2050	\$ 3.20	\$	6,560	
	live oak	Guercus virginiana	5.0 - 8.0	25G	20'	98	\$ 300.00	\$	29,400	
	button bush	Ceph. occidentalis	4.0 - 6.0	3G	10'	270	\$ 7.60	\$	2,052	
	red bay	Persea bardonia	4.0	15G	10	130	\$ 100.00	\$	13,000	
	sweet bay	Magnolie virginiena	4.0 -	15G	10	130	\$ 100.00	\$	13,000	
	spenish stopper	Eugenia foetida	4.0 - 6.0	3G	10'	270	\$ 10,40	\$	2,808	
	wild coffee	Psychotria nervosa	4.0 - 6.0	3G	10'	270	\$ 8,40	\$	2,268	
<del></del>	wex myrtle	Myrica cerifera	4.0 - 6.0	3G	10'	270	\$ 7.00	\$	1,890	
Herbaceous	duck potato	Sagitteria latifolia	1.5-1.75	B.R.	3'	46,821	\$ 0.72	\$	33,711	
Marsh	pickerel weed	Pontederia cordeta	1.5-1.75	B.R.	3'	46,821	\$ 0.48	\$	22,474	
	spikerush	Eleocharis spp.	1.5-1.75	B.R.	3'	46,821	\$ 0.50	\$	23,411	
	cost stem bulrush	Scirpus validus	1,5-1.76	B.R.	3	35,119	\$ 0.66	\$	23,179	
	elligator flag	Thelia geniculata	1.5-1.75	B.R.	3'	35,119	\$ 0.94	\$	33,012	
	golden canna	Cenne fleccide	1.5-1.75	B.R.	3'	23,410	\$ 0.68	\$	15,919	

Notes:

Marsh and wetland buffer acreage = 48.37 Hardwood berm acreage = 4.15

Total = 52.52

### BROWARD COUNTY

BROWARD COUNTY CODE 27-381 to 27-341
PROJECT WASHOVOK WOWLD

REVIEWER DATE ATTACHED TO NICENSE NO. 37

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### DEPARTMENT OF THE ARMY PERMIT

Permittee: RICHARD SIEMENS

Permit No. 198900117 (IP-KE)

Issuing Office: U.S. Army Engineer District, Jacksonville

NOTE: The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the Corps of Engineers having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer.

You are authorized to perform work in accordance with the terms and conditions specified below.

Project Description: Discharge fill over approximately 49.72 acres of wetlands for the construction of 1,224 residential units. In addition, excavate 14 acres of wetlands for lake creation.

Project Location: The project is located in wetlands adjacent to the South Broward Drainage District S-3 Basin, at the southwest corner of Interstate 75 and Pines Boulevard, in Sections 15 and 22, Township 51 South, Range 40 East, Broward County, Florida.

Latitude 25°59'59" N Longitude 80°20'30" W

The work described above is shown on the attached plans numbered 198900117 (IP-KE) in 9 sheets, dated August 1, 1997.

#### Permit Conditions:

### General Conditions:

- 1. The time limit for completing the work authorized ends on NW 252002. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.
  - 2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
  - 3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
- 4. If you sell the property associated with this permit, you must obtain the signature and address of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.
- 5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.
- 6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure

that it is being or has been accomplished in accordance with the terms and conditions of your permit.

### Special Conditions:

- 1. Within one year from the date of permit issuance, the permittee will create 45.7 acres of freshwater herbaceous marsh, 3.88 acres of mixed hardwood forest, and 4.92 acres of open water in accordance with the enclosed plans numbered 3 of 9 through 9 of 9.
- 2. The permittee will monitor the mitigation areas for five years. A baseline report will be submitted to the U.S. Army Corps of Engineers, Enforcement Branch, Post Office Box 4970, Jacksonville, Florida 32232-0019, within 30 days of completion of the mitigation construction. Five additional reports will be submitted annually. Each report shall include date, time, and location of monitoring; photographs from fixed-point permanent stations; a vegetative analysis; approximate water depth; wildlife observations; and a description of problems encountered and solutions undertaken.
- 3. Within three years of the initial planting, the permittee will ensure an 80% coverage, by desirable species, in the herbaceous marsh and mixed hardwood communities. Exotic and undesirable species will not exceed 5% coverage in the mitigation areas. For the mitigation areas to be deemed successful, these two standards must be met continuously for one year without intervention in the form of irrigation, removal of vegetation, or planting of vegetation.
- 4. Within 60 days from the date of mitigation construction, the permittee will have a legally sufficient conservation easement prepared to ensure that the enhanced wetland areas will remain in their natural state in perpetuity. The conservation easement will encompass approximately 54.5 acres of wetlands. These natural preserve areas will not be disturbed by any dredging, filling, land clearing, agricultural activities, or other construction work whatsoever with the exception of maintenance, monitoring, and remedial activities. The permittee agrees that the only future utilization of the preserved areas in question will be as purely natural areas.

The permittee will prepare the proposed conservation easement, including a legal description, survey, and scale drawings, of the area in question and furnish the same to the Jacksonville District Office of Counsel, c/o the Regulatory Division, Enforcement Branch, Post Office Box 4970, Jacksonville, Florida 32232-0019, for legal review and approval.

- 5. Within 30 days of U.S. Army Corps of Engineers' approval of the proposed easement, the permittee will record the easement in the public records of Broward County, Florida. A certified copy of the recorded document, plat, and verification of acceptance from the grantee will be forwarded to the Jacksonville District Office.
- 6. The Permittee must show that it has clear title to the real property and can legally place it under a conservation easement. Along with the submittal of the draft conservation easement, the Permittee shall submit a title insurance commitment for the property which is being offered for preservation. Any existing liens or encumbrances on the property must be subordinate to the conservation easement. At the time of recordation of the conservation easement, a title insurance policy must be provided to the Corps in an amount equal to the current market value of the property.
- 7. In the event the permit is transferred, proof of delivery of a copy of the recorded conservation easement to the subsequent permittee or permittees must be submitted to the Corps together with the notification of permit transfer.
- 8. Grantee shall not assign its rights or obligations under this conservation easement except to another organization qualified to hold such interests under the applicable state and federal laws, including \$704.06 Florida Statutes, and committed to holding this conservation easement exclusively for conservation purposes. The Corps shall be notified in writing of any intention to reassign the conservation easement to a new grantee and must approve the selection of the grantee. The new grantee must accept the assignment in writing and a copy of this acceptance delivered to the Corps. The conservation easement must then be re-recorded and indexed in the same manner as any other instrument affecting title

to real property and a copy of the recorded conservation easement furnished to the Corps.

9. Prior to any landclearing or ground disturbing activities, the permittee will perform a systematic, professional archaeological and historical survey of the project area. The results of the survey will be forwarded to the U.S. Army Corps of Engineers, Regulatory Division, South Permits Branch, Post Office Box 4970, Jacksonville, Florida, 32232-0019. The permittee must receive written approval from the Corps prior to implementing the authorized works.

### Further Information:

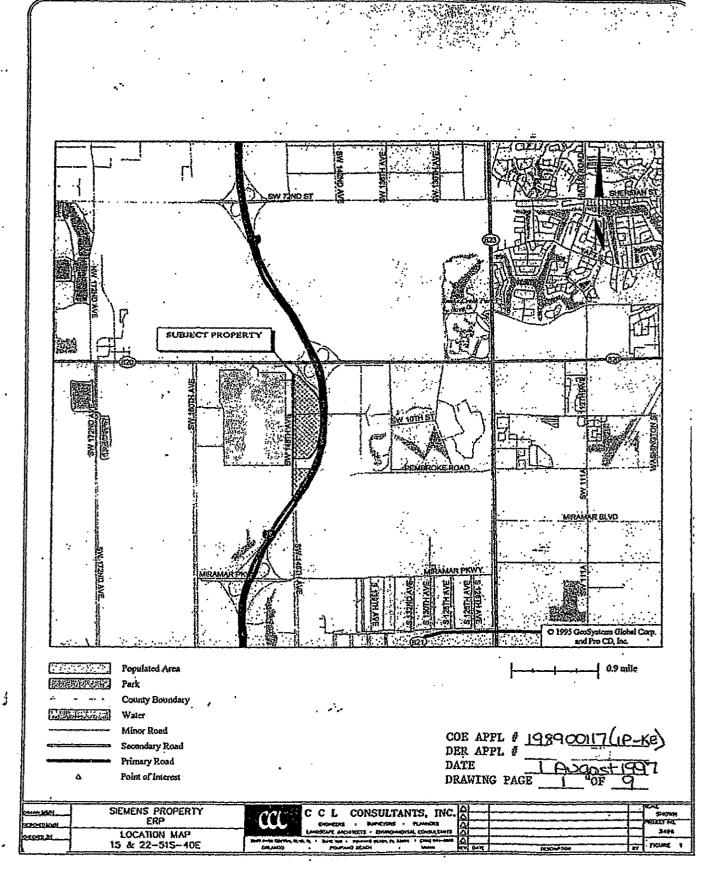
- 1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to:
- () Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403).
  - (X) Section 404 of the Clean Water Act (33 U.S.C. 1344).
- ( ) Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33  $\vec{U}.S.C.$  1413).
- 2. Limits of this authorization.
- a. This permit does not obviate the need to obtain other Federal, state, or local authorizations required by law.
- b. This permit does not grant any property rights or exclusive privileges.
- c. This permit does not authorize any injury to the property or rights of others.
- d. This permit does not authorize interference with any existing or proposed Federal projects.
- 3. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:

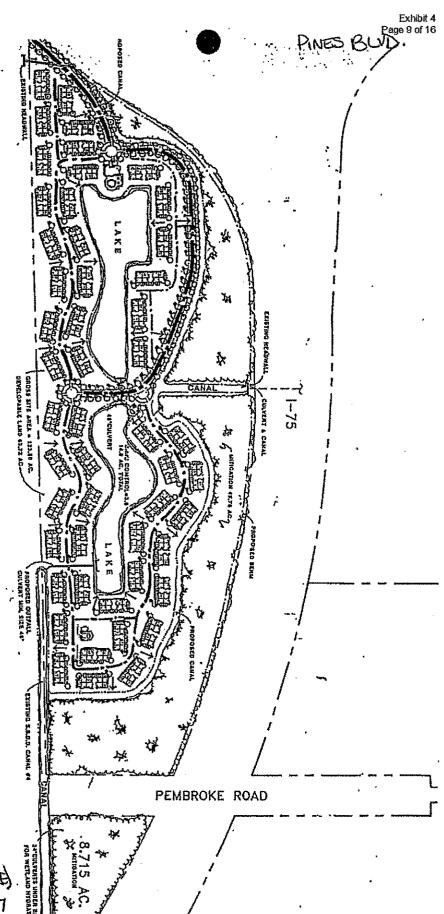
- a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.
- b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.
- c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.
- d. Design or construction deficiencies associated with the permitted work.
- e. Damage claims associated with any future modification, suspension, or revocation of this permit.
- 4. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.
- 5. Reevaluation of Permit Decision. This office may reevaluate its decision on this permit at any time—the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:
- a. You fail to comply with the terms and conditions of this permit.
- b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (see 4 above).
  - c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced

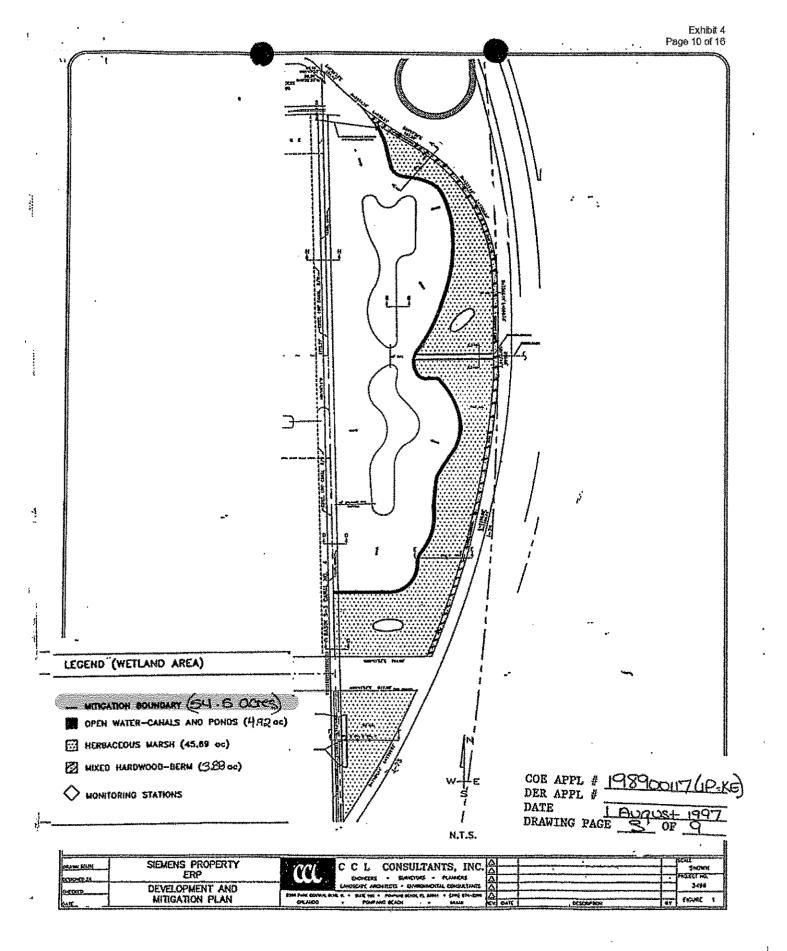
enforcement procedures provide for the issuance of an administrative order requiring you comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

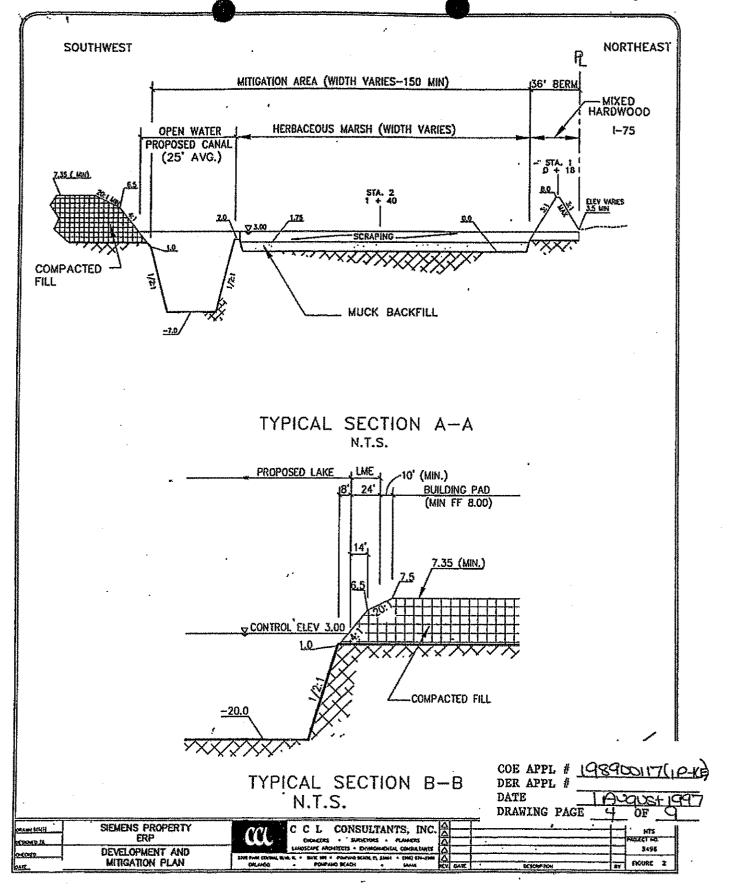
6. Extensions. General condition 1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give favorable consideration to a request for an extension of this time limit.

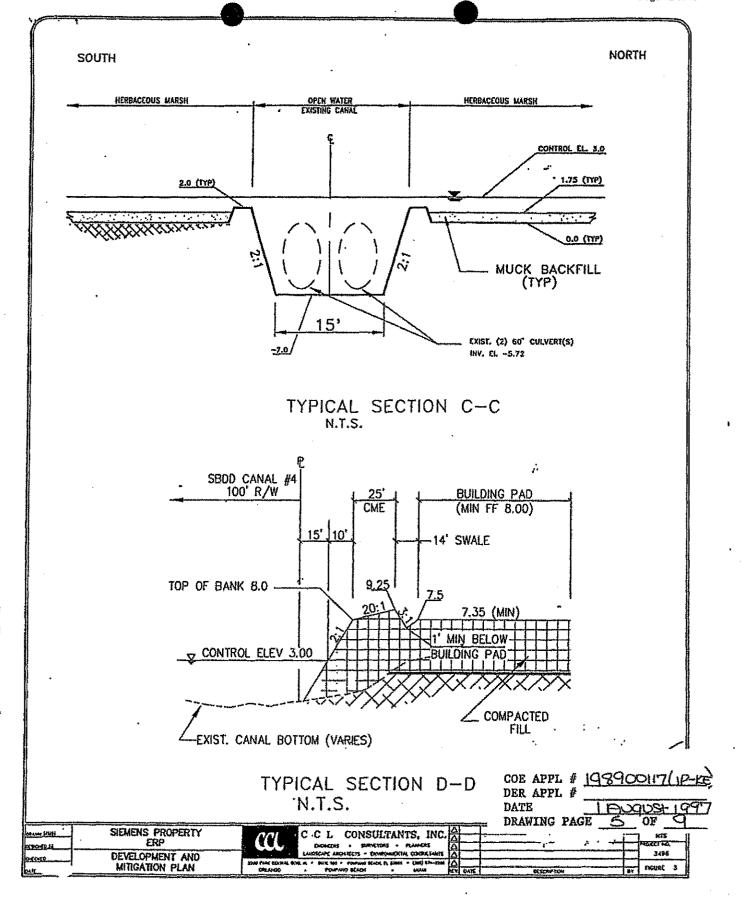


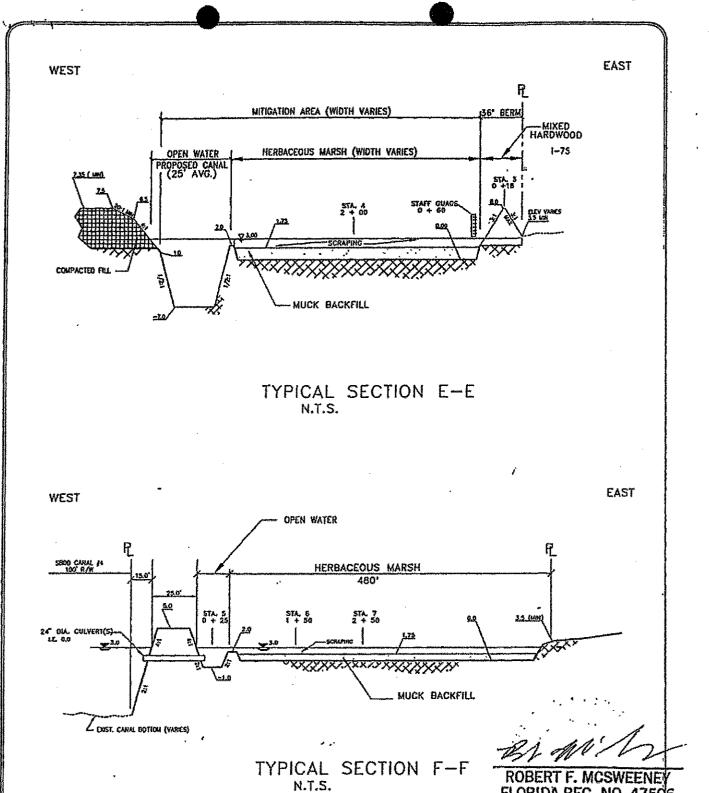


HOLLYWOOD LAKES COUNTRY
CLUB & RESORT









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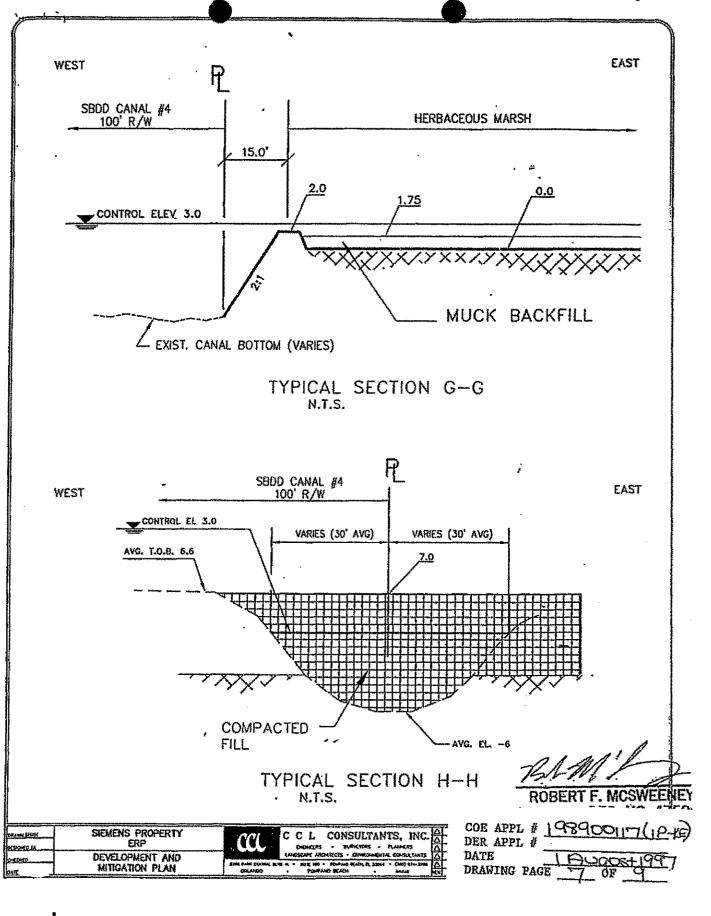
COE APPL # 1989CO117(1P-KE)

DER APPL #

DATE 1997

DRAWING PAGE 0 OF 9

FLORIDA REG, NO. 47506



## SIEMENS PROPERTY ON-SITE MITIGATION PLANT SPECIFICATIONS

	SITAT Cage)	ELEVATION	SCIENTIFIC I <u>NAME</u>	COMMON NAME	<u>Key</u>	OTÝ.	*-SPECIFICATION
	ed Iwood Facres)	3,0-5.0 NGVD	Magnolia virginiana	Sweet bay	MV	65	10'-12' ht., full, 20' o.c., B.B. or 10 gal.
			Persea borbonia	Red bay	PB	65	10'-12' ht., full, 20' o.c., B.B. or 10 gal.
	•		Annona glabra	Pond apple	AG	65	10'-12' ht., full, 20' o.c., B.B. or 10 gal.
			Quercus laurifolia	Laurel oak	QL	65	10'-12' ht., full, 20' o.c., B.B. or 10 gal.
			Spartina bakeri	Sand cordgrass	SB	2,050	l gal., 18"-24" ht., full, 5' o.c.
	•		Cephalanthus occidentalis	Button bush	CO	270	3 gal., 24"-36" ht., full, 10' o.c.
		**	Myrica cerifera	Wax myrtle	MC	270 <i>i</i>	3 gal., 24"-36" ht., full, 10' o.c.
		•	Chrysobalanus icaco	Coco plum	CI	270	3 gal., 24"-36" ht., full, 10' o.c.
		5.0-8.0 NGVD	Bursera simaruba	Gumbo limbo	BS	97	10'-12' ht., full, 20' o.c., B.B. or 10 gal.
			Quercus virginiana	Live oak	QV	98	10'-12' ht., full, 20' o.c., B.B. or 10 gal.
•			Eugenia foetida	Spanish stopper	EF	270	3 gal., 24"-36" ht., full, 10' o.c.
			Psychotria nervosa	Wild coffee	PN	270	3 gal., 24"-36" ht., full, 10' o.c.
Herbaca Marsh (37.47a	1	1.75-3.0 NGVD . •	Sagitteria lancifolia	Duck potato	SL	36,270	B.R./liner, 18"-24" ht., 3' o.c.
			Pontederia cordata	Pickelweed	PC	36,270	B.R./liner, 18"-24" ht., 3' o.c.
COE APPL # 1 DER APPL # _ DATE DRAWING PAGE	Texa	117 (10-kE) 26+ 1997	Eleocharis spp.	Spikerush	ES	36,270	B.R./liner, 18"-24" ht., 3' o.c clusters

	HABITAT (Acreage)	ELEVATION	SCIENTIFIC NAME	COMMON NAME	KEY	QTY.	SPECIFICATION
			Scirpus validus	Soft stem bulrush	SV	27,205	B.R./liner, 18"-24" ht., 3' o.c clusters
			Thalia geniculata	Alligator flag	TG	27,205	B.R., 18"-36" ht., 3' o.c clusters
			Canna flaccida	Golden canna	CF	18,135	B.R./liner, 12"-24" ht., 3' o.c embankment clusters
***	Open Water canal (3.79 acres)	3.0-(-)7.0 NGVD	N/A	N/A	N/A	0	n/a
***	ponds (1,22 acres)	3.0-(-)1:0 NGVD	NA	N/A	N/A	0	N/A

NOTE: B.R. = bare root; B.B. = ball and berlap; o.c. = on center; ht. = height; gal. = gallon.

	Herbaceous Marsh (8.22 acres)	1.75-3.0 NGVD	Sagitteria lancifolia	Duck potato	SL	7,957	B.R./liner, 18"-24" ht., 3' o.c.
			Pontederia cordata	Pickelweed	PC	7,957	B.R./liner, 18"-24" ht., 3' o.c.
			Eleocharis spp.	Spikerush	ES	7,957	B.R./liner, 18"-24" ht., 3' o.c clusters
			Scirpus validus	Soft stem bulrush	sv	5,968	B.R./liner, 18"-24" ht., 3' o.c clusters
			Thalia genicuļata	Alligator flag	TG	5,968	B.R., 18"-36" ht., 3' o.c clusters
			Canna flaccida	Golden canna	CF	3,978	B.R./liner, 12"-24" ht., 3' o.c embankment clusters
***	Open Water pond (0,5 acre)	3.0-(-)1.0 NGVD	N/A	N/A	<b></b>	0	N/A

\*\*\* OPEN WATER PONDS AND CANALS TOTAL 5.51 ACRES: HOWEVER, THE PERMITTEE ONLY RECEIVED CREDIT FOR 4.92 ACRES.

DER APPL # 1989COIT (10-16)
DER APPL #
DATE 1-0000-1999
DRAWING PAGE 9 OF 9



Exhibit "F" – South Broward Drainage District 5-year Operations and Maintenance Permit -Guidelines

# STRICT SUM B.

### SOUTH BROWARD DRAINAGE DISTRICT

### 5-YEAR OPERATIONS AND MAINTENANCE PERMIT GUIDELINES

The following guidelines shall apply to all 5-Year Drainage Re-Certifications performed within the South Broward Drainage District (SBDD).

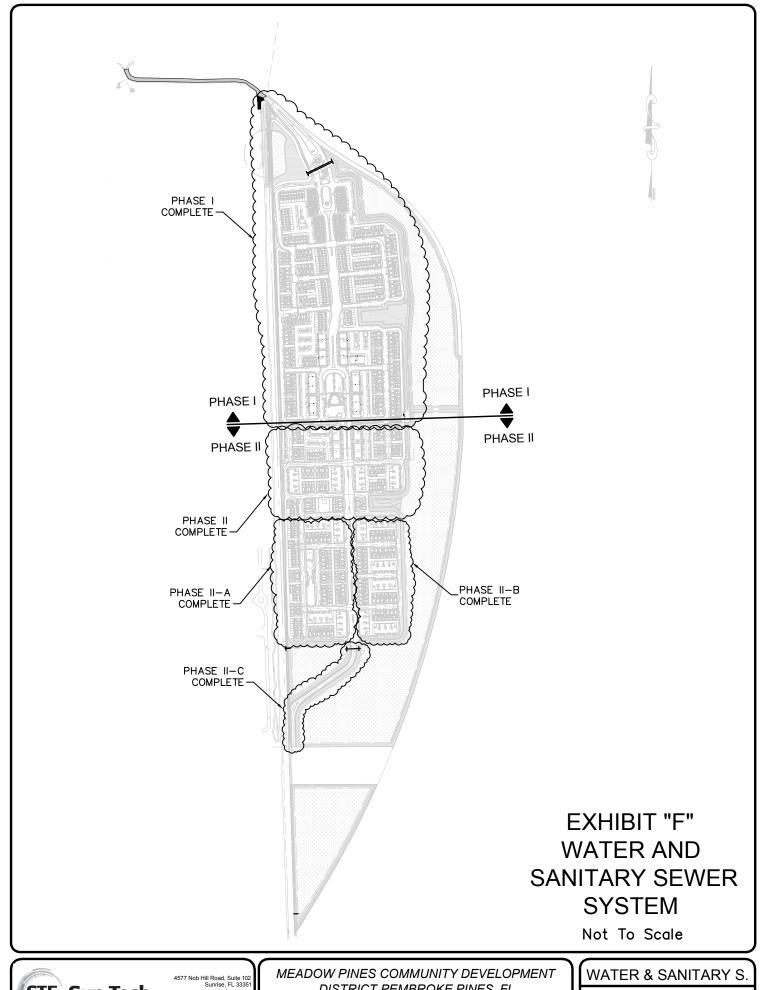
- 1. SBDD shall notify the property owner of the requirement for the 5-Year Drainage Recertification approximately 60 days in advance of the due date.
- 2. For properties that are less than 1 acre in size, and where drainage systems that are comprised of five (5) or less drainage structures on the property, the property owner may process the 5-year drainage re-certification without the aid of a Professional Engineer. However, it is recommended that the knowledge and expertise of a Professional Engineer be utilized on all 5-year Drainage Re-Certifications.
- 3. For all other properties, the 5-Year Drainage Re-Certification shall be provided by a Registered Professional Engineer.
- 4. The following steps shall be followed:
  - a. The Engineer shall obtain all relevant information on the existing drainage system, including, but not limited to, the approved as-built drawings.
  - b. The Engineer shall review the existing drainage information and familiarize himself/herself on the original design and intent of the system.
  - c. The Engineer shall perform a site inspection of the entire drainage system and determine what, if any, maintenance and repair work is required in order to re-certify the drainage system in accordance with the Engineer's Certification Form.
  - d. The property owner shall coordinate, as necessary, to complete all of the required maintenance and repair work as denoted by the Engineer. Where required by SBDD or the local municipality, the work shall be performed by a licensed Contractor.
  - e. The Engineer shall perform a follow-up inspection to verify that all of the required maintenance and repair work has been completed.
  - f. The Engineer shall submit the Engineer's Certification Form and permit fees to SBDD and shall schedule a final inspection with SBDD for the 5-Year Drainage Re-Certification.
  - g. Upon completion of all outstanding items and acceptance by SBDD, SBDD shall issue the Operations and Maintenance Permit.
- 5. The Engineer's site inspection and certification shall include the following items:
  - a. Catch basin grates, manhole covers and outfalls are to be free of obstructions.
  - b. Probe catch basins for mud, debris, silt, etc. (Depth of material in a pipe shall not exceed 5% of the diameter of the pipe and the depth of material in a catch basin sump shall not exceed 5% of the distance from the bottom of the structure to the lowest pipe invert).
  - c. Check headwalls for deterioration and any signs of erosion.
  - d. Check for broken grates.
  - e. Check weirs and baffles installation (12" min. sump clearance from bottom of structure to bottom of baffle, if applicable)
  - f. Check for areas of sunken or deteriorated pavement which may be a sign of a

drainage problem.

- g. Check for modifications to swales and retention areas.
- h. Check for proper maintenance of swale and retention areas.
- i. Check flumes.
- j. Check for alterations to original design and construction of drainage system.
- k. Check for landscaping which may have been planted over drainage pipes.



Exhibit "G" – Water and Sanitary Sewer System





4577 Nob Hill Road, Suite 102 Sunrise, FL 33351 www.suntecheng.com Certificate of Auth. #7097/LB 7019 Phone (954) 777-3123 Fax (954) 777-3114 DISTRICT PEMBROKE PINES, FL

STE PROJECT No. 10-3343

DATE: 07-10-2019

**EXHIBIT** G

BY: F.V REV: C.L



Exhibit "H" – Insurance Carried by the District



### PUBLIC ENTITY COMMON AGREEMENT DECLARATIONS

Agreement Number: 100118048

NAMED COVERED PARTY AND MAILING ADDRESS: Meadow Pines Community Development District c/o Special District Services, Inc. 2501A Burns Road Palm Beach Gardens, FL 33410

**AGREEMENT PERIOD:** From: October 1, 2018 To: October 1, 2019

At 12:01 a.m. Standard Time at your mailing address shown above

In return for the payment of the premium, and subject to all the terms and conditions of this agreement, we agree with you to provide the coverage as stated in this agreement.

This agreement consists of the following coverage parts for which a premium is indicated. This premium may be subject to adjustment.

#### **COVERAGE PART PREMIUM General Liability** Included Not Included **Property** Not Included **Inland Marine Automobile Liability** Not Included **Hired Non-Owned Auto** Included Included **Employment Practices Liability Public Officials Liability** Included Not Included Crime Total \$5.000

FORMS APPLICABLE TO ALL COVERAGE PARTS: See Schedule of forms and Endorsements – FIA 003.

THESE DECLARATIONS TOGETHER WITH THE COMMON AGREEMENT CONDITIONS, COVERAGE PARTS, SUPPLEMENTAL DECLARATIONS, FORMS AND ENDORSEMENTS, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED AGREEMENT.

Countersigned:	November 12, 2018	Ву:	mfaile (
	Date		Authorized Representative

11000

FIA 001 (10 16) Page 1 of 5



### PUBLIC ENTITY GENERAL LIABILITY DECLARATIONS

COVERED PARTY: Meadow Pines Community Development District

AGREEMENT NO: 100118048

### SCHEDULE OF COVERAGES AND LIMITS OF COVERAGE

Coverage is only provided for the coverages indicated by a check mark (☑).

<u>Deductibles</u>			
	Bodily Injury, Property Damage	None	
	Employees Benefits Liability	None	
<u>Coverage</u>			
	Bodily Injury and Property Damage	\$1,000,000	Per Occurrence
	Personal Injury and Advertising Injury	Included	Per Person or Organization
	Products / Completed Operation	Included	
	Medical Payments	\$5,000	
	Employees Benefits Liability	\$1,000,000	Per Occurrence
	Fire Damage Limit	Included	Any One Premise
	No Fault Sewer Backup	\$25,000	Per Claimant
		\$250,000	Aggregate Limit
Ø	Pesticide/Herbicide Limit	\$1,000,000	Per Occurrence and Aggregate Limit

FORMS APPLICABLE TO ALL COVERAGE PARTS: See Schedule of forms and Endorsements – FIA 003

FIA 030 (10 16) Page 1 of 29



# PUBLIC ENTITY PUBLIC OFFICIALS' LIABILITY & EMPLOYMENT PRACTICES LIABILITY COVERAGE PART DECLARATIONS

COVERED PARTY: Meadow Pines Community Development District

AGREEMENT NO: 100118048

### SCHEDULE OF COVERAGE AND LIMITS OF LIABILITY

Coverage is only provided for the coverages indicated by a check mark  $( \square )$ .

<u>Deductibles</u>			
	Public Officials' Liability	\$0	
	Employment Practices Liability	\$0	
	Third Party Employment Practices Liability	\$15,000	
	Public Crisis Event	\$5,000	
Coverage			
	Public Officials' Liability	\$1,000,000	Per Claim
		\$2,000,000	Aggregate Limit
	Retroactive Date		
	Employment Practices Liability	\$1,000,000	Per Claim
		\$2,000,000	Aggregate Limit
	Retroactive Date		
<b>V</b>	Public Crisis Events	\$25,000	Per Claim

FORMS APPLICABLE TO ALL COVERAGE PARTS: See Schedule of forms and Endorsements – FIA 003

FIA 040 (10 16) Page 1 of 17



### MEDIA CONTENT SERVICES, NETWORK SECURITY, AND PRIVACY LIABILITY ENDORSEMENT

THIS IS A CLAIMS MADE AND REPORTED COVERAGE ENDORSEMENT. THIS COVERAGE APPLIES ONLY TO THOSE CLAIMS THAT ARE FIRST MADE AGAINST THE COVERED PARTY AND REPORTED IN WRITING TO FIA DURING THE AGREEMENT PERIOD. CLAIM EXPENSES ARE WITHIN AND REDUCE THE LIMIT OF LIABILITY. PLEASE REVIEW CARFFULLY.

Item 1 LIMITS OF LIABILITY (Inclusive of claim expenses):

(a)	\$100,000	Each Claim
(b)	\$100,000	Policy Aggregate for the Policy Period - but sublimited to:
(i)	\$100,000	Aggregate for the Policy Period, for all Privacy Notification Costs for Privacy Liability
(ii)	\$100,000	Aggregate for the Policy Period, for all Regulatory fines and claim expenses for Privacy Liability

Item 2 DEDUCTIBLE (Inclusive of claim expenses):

		·	·
	(a)	Same as POL Deductible on FIA 040	_ Each Claim
	(b)	Same as POL Deductible on FIA 040	_ Each Claim for all Privacy Notification Costs for Privacy Liability
	(c)	Same as POL Deductible on FIA 040	Each Claim for all Regulatory fines and claims expenses for Privacy Liability
Item 3	RETROAC	TIVE DATE (if applicable):	October 1, 2015

Words and phrases that appear in bold print have special meanings that are defined in FIA-400 or additional definitions exclusive to this endorsement are defined in SECTION V. DEFINITIONS of the endorsement.

### I. INSURING AGREEMENTS

Provided always that the subject act or omission was committed on or subsequent to the retroactive date specified in Item 3. in the endorsement and that prior to the inception date of this policy no Covered Party had a basis to believe that any such act or omission, or related act or omission, might reasonably be expected to be the basis of a claim, then FIA agrees as follows:

### A. Media Content Services Liability Coverage

FIA will pay on behalf of the Covered Party all sums in excess of the deductible that the Covered Party becomes legally obligated to pay as damages and claim expenses as a result of a claim first made against the Covered Party and reported in writing to FIA during the agreement period, for actual or alleged personal injury, by reason of an act, error or omission in the performance of media communications, by the Covered Party or by someone for whom the Covered Party is legally responsible, including liability assumed under contract.

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