CITY OF MIRAMAR PROPOSED CITY COMMISSION AGENDA ITEM

Meeting Date: November 6, 2019

Presenter's Name and Title: Bissy Vempala, City Engineer, on behalf of Engineering Services.

Temp. Reso. Number: R7043

Item Description: Temp. Reso. No. R7043 APPROVING THE REQUEST FOR A PERPETUAL EASEMENT FROM THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND RIGHT-OF-WAY DEED FROM SOUTH FLORIDA WATER MANAGEMENT DISTRICT FOR THE CONSTRUCTION OF PEMBROKE ROAD FROM SW 196 AVENUE TO US HIGHWAY 27; AUTHORIZING THE CITY MANAGER TO COLLABORATE WITH THE STATE OF FLORIDA IN THE PROCESS OF OBTAINING A PERPETUAL EASEMENT AND RIGHT-OF-WAY DEED.

Consent ⊠	Resol	ution \square	Ordinance \square	Quasi-Judicial □	Public Hearing \square
Instructions	for the	e Office o	f the City Clerk	: Resolution to be si	gned on the dais.
Public Notice - A provided as follow (fill in all that apply	/s: on and/or	by the Sec in a _ r by sending m	of the City Code an ad i ailed notice to property o	d/or Sec, Florida Statute n the; owners within feet of the	s, public notice for this item was by the posting the property or property on
				Code and/or Sec, Floriote by the City Commission.	da Statutes, approval of this iten
Fiscal Impa	ct:	Yes ⊠	No □		

REMARKS: Funding in the amount of \$1.5M has been approved in FY 20 CIP budget for right-of-way acquisition of Pembroke Road, CIP Project No. 52061 from anticipated proceeds from the 2020 CIP Loan (Fund 391).

Content:

- Agenda Item Memo from the City Manager to City Commission
- Resolution TR No. R7043
- Attachment(s)
 - Attachment 1: Location Map of Proposed Right-of-way.
 - o **Attachment 2:** FDEP Application for the Use of State-Owned Uplands
 - Attachment 3: Pembroke Road Extension Report and Back-up Documentation for Land Surplus Request.



CITY OF MIRAMAR INTEROFFICE MEMORANDUM

TO:

Mayor, Vice Mayor, & City Commissioners

FROM:

Vernon E. Hargray, City Mana

BY:

Bissy Vempala, City Engineer

DATE:

October 31, 2019

RE:

Temp. Reso. No. 7043 approving the request for a perpetual easement from the State of Florida Department of Environmental Protection and right-ofway deed from South Florida Water Management District for the construction of Pembroke Road from SW 196 Avenue to US Highway 27

RECOMMENDATION: The City Manager recommends approval of Temp Reso. No. R7043, approving the request for a perpetual easement from the State of Florida Department of Environmental Protection (FDEP) and right-of-way deed from South Florida Water Management District (SFWMD) for the construction of Pembroke Road from SW 196 Avenue to US Highway 27; authorizing the City Manager to collaborate with the State of Florida in the process of obtaining a perpetual easement and right-of-way deed.

<u>ISSUE:</u> FDEP and SFWMD own portions of the right-of-way needed for the construction of Pembroke Road from SW 196 Avenue to US Highway 27. The City requires a perpetual easement from FDEP and right-of-way deed from SFWMD for roadway construction purposes. The FDEP and SFWMD require a Resolution from the City approving the request for the perpetual easement and right-of-way.

BACKGROUND: Pembroke Road is jointly owned by the cities of Miramar and Pembroke Pines. This roadway currently terminates at SW 196 Avenue as a two-lane roadway. Both cities have been working together to extend this roadway from SW 196 Avenue to US Highway 27. However, there is not sufficient right of way available in this segment to construct a roadway. The needed right of way along this segment is owned by SFWMD, FDEP and TKG Storagemart Partners Portfolio, LLC. The City already started communications with these entities for obtaining the needed right of way.

To acquire the right of way from SFWMD, they need to declare this land as surplus in order to grant a right of way deed to the City of Miramar. There are two parcels that SFWMD owns in the path of Pembroke Road which are identified by folio numbers 5139 2301 0060 and 5139 2301 0181. See Attachment 1 – Location Map

The FDEP has indicated that they will not deem this land surplus for right-of-way purposes; however, they may issue a perpetual easement over the lands. The area being requested for perpetual easement is within Parcel 5139 2301 0180, which is shown in Attachment 1 – Location Map.

Calvin Giordano and Associates, the consultant selected by the City of Pembroke Pines, is in the process of reaching out to TKG Storagemart Partners Portfolio, LLC for right of way acquisition of the remaining Parcel 5139-2301-0064 needed for the Pembroke Road construction.

Since Pembroke Road is jointly owned by both Miramar and Pembroke Pines, both municipalities are in the process of entering into a Joint Project Agreement that establishes the terms and responsibilities of each municipality in the right-of-way acquisition, wetland mitigation, design, construction and cost sharing of the Pembroke Road project.

Temp. Reso. No. 7043 9/26/19 10/29/19

CITY OF MIRAMAR MIRAMAR, FLORIDA

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING THE REQUEST FOR A PERPETUAL EASEMENT FROM THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND RIGHT-OF-WAY DEED FROM SOUTH FLORIDA WATER MANAGEMENT DISTRICT FOR THE CONSTRUCTION OF PEMBROKE ROAD FROM SW 196 AVENUE TO US HIGHWAY 27; AUTHORIZING THE CITY MANAGER TO COLLABORATE WITH THE STATE OF FLORIDA IN THE PROCESS OF OBTAINING A PERPETUAL EASEMENT AND RIGHT-OF-WAY DEED; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, there are no roadways in the City of Miramar (City) providing connection to US Highway 27 on the western side of the City; and

WHEREAS, the City desires to construct the extension of Miramar Parkway to Pembroke Road at SW 196 Avenue and Pembroke Road to connect with US Highway 27; and

WHEREAS, Pembroke Road extension to US Highway 27 will create an alternate route for hurricane evacuation, reduce traffic congestion on Miramar Parkway and Pines Boulevard and will enhance regional roadway network connectivity; and

WHEREAS, there is insufficient right of way currently available to construct the Pembroke Road extension in accordance with the Broward County Trafficways Plan and additional land is required from South Florida Water Management District (SFWMD) and Reso. No. _____

Temp. Reso. No. 7043

9/26/19

10/29/19

Florida Department of Environmental Protection (FDEP), specifically the northernmost 50'

feet of parcel #5139 2301 0060, the northernmost 90' feet of parcel number 5139 2301

0180 and the northernmost 90' feet of parcel number 5139 2301 0181 for a total of 5.705

acres; and

WHEREAS, the City Commission wishes to authorize the City Manager to

collaborate with FDEP and approves the request to obtain a perpetual easement over the

required right-of-way; and

WHEREAS, the City Commission authorizes the City Manager to collaborate with

SFWMD and approves the request to obtain the needed right-of-way; and

WHEREAS, the City Commission deems it to be in the best interest of the citizens

and residents of the City of Miramar to authorize the City Manager to request FDEP to

obtain a perpetual easement and SFWMD to obtain the required right-of-way; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF

MIRAMAR, FLORIDA AS FOLLOWS:

Section 1: That the foregoing "WHEREAS" clauses are ratified and confirmed as

being true and correct are made a specific part of this Resolution.

Section 2: That the City Commission approves the request to the Florida

Department of Environmental Protection to obtain a perpetual easement for the required

right-of-way.

Reso. No. _____

2

Temp. Reso. No. 7043 9/26/19 10/29/19

<u>Section 3:</u> That the City Manager is authorized to collaborate with the South Florida Water Management District to obtain the needed right-of-way.

<u>Section 4:</u> That the appropriate City Officials are authorized to do all things necessary and expedient to carry out the aims of this Resolution.

Section 5: That this Resolution shall take effect immediately upon adoption.

Reso.	No	

Temp. Reso. No. 7043 9/26/19 10/29/19

PASSED AND ADOPTED this	lay of	, 2019.
	Mayor, Wayne N	1. Messam
	Vice Mayor, Alex	kandra P. Davis
ATTEST:		
City Clerk, Denise A. Gibbs		
I HEREBY CERTIFY that I have appro- this RESOLUTION as to form:	ed	
City Attorney, Austin Pamies Norris Weeks Powell, P	- LC	
	Requested by Adminic Commissioner Winston Commissioner Maxwell Commissioner Yvette Ovice Mayor Alexandra Mayor Wayne M. Mess	F. Barnes B. Chambers Colbourne P. Davis
Reso. No	4	

ATTACHMENT 1 SW 196 AVE SW 208 AVE

LOCATION MAP OF PROPOSED RIGHT-OF-WAY

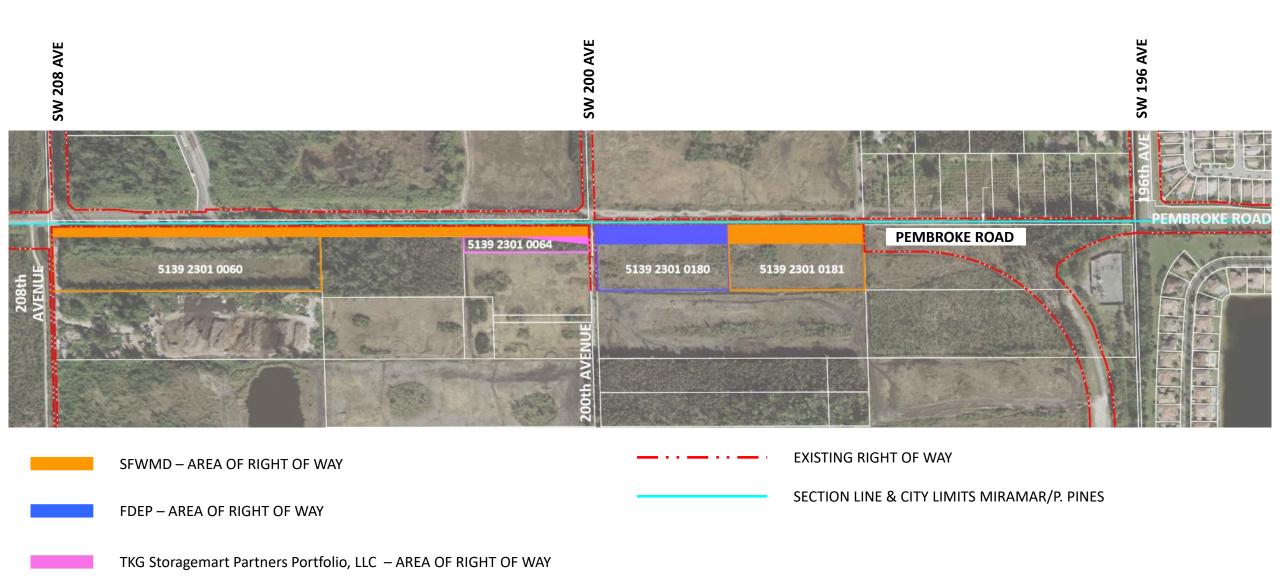


SEGEMENT WHERE RIGHT-OF-WAY IS NEEDED (SEE PAGE 2)

AVAILABLE RIGHT-OF-WAY

LOCATION MAP OF PROPOSED RIGHT-OF-WAY

ATTACHMENT 1



APPLICATION FOR THE USE OF STATE OWNED UPLANDS

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION











Instructions and general guidance for completing this application:

*Please be advised that the information requested herein, is to provide DEP the necessary information to complete the requested authorization.

This application is comprised of two (2) separate sections that are outlined and described as follows:

Section 1 – General Information

This section is used to indicate what type of upland authorization is requested. It is also used for contact information relative to the applicant and/or their representative. In addition, some general property information should be entered.

Section 2 – Other Specific Information

This part requests specific information relative to the type of upland authorization requested.

What Section(s) or Part(s) must be completed?

The table below depicts the applicable section(s) or part(s) that must be completed before submitting the application:

Type of Authorization Requested		Se	ection(s) or Pa	rt(s) to be com	pleted	
	Section			Section 2		
	1	Part A	Part B	Part C	Part D	Part E
Lease	✓	✓				
Sublease	✓		✓			
Easement	✓			✓		
Use Agreement	✓				✓	
Conveyance	✓					✓
Other*	✓					

^{*}This includes types such as Letter of Consent, Estoppel, Affidavit, etc.

PRIOR TO COMPLETING THIS APPLICATION, PLEASE BE ADVISED THAT:

Any application to use state land which would result in significant adverse impact to state land or associated resources shall not be approved unless the applicant demonstrates there is no other alternative and proposes compensation or mitigation acceptable to the Board of Trustees pursuant to paragraph 18-2.018(2)(i), Florida Administrative Code. Any requested use of state land which has been acquired for a specific purpose, such as conservation and recreation lands, shall be consistent with the original specified purpose for acquiring such land pursuant to paragraph 18-2.018(2)(c), Florida Administrative Code.

SPECIAL NOTE TO ALL APPLICANTS: SUBMITTAL OF A COMPLETE APPLICATION SHALL NOT OPERATE TO CREATE ANY RIGHTS OR CONSTITUTE ANY GROUNDS FOR THE DEPARTMENT TO RECOMMEND APPROVAL OF ANY REQUESTED USE OF STATE LAND. THE BOARD OF TRUSTEES HAS THE AUTHORITY AND RESERVES THE RIGHT TO DENY ANY APPLICATION. ALL COSTS INCURRED BY APPLICANTS COMPLYING WITH THE REQUIREMENTS OF THIS APPLICATION SHALL BE AT THEIR OWN RISK. COSTS ASSOCIATED WITH OBTAINING AN AUTHORIZATION ARE NON-REFUNDABLE AND SHALL BE ASSUMED BY THE APPLICANT INCLUDING, BUT NOT LIMITED TO, ALL APPRAISALS, ALL SURVEYS, ALL TITLE SEARCHES, AND ALL RECORDING FEES.

Completed Applications with any and all required attachments shall be electronically submitted to <u>Upland.Applications@dep.state.fl.us</u>. Please be advised that applications deemed incomplete will be immediately returned to the Applicant with a request to provide any outstanding items.

If unable to send electronically, mail (1) one hard copy to the address below:
Department of Environmental Protection
Division of State Lands
Bureau of Public Land Administration
3800 Commonwealth Boulevard, MS 130
Tallahassee, Florida 32399-3000

Section 1 – General Information

REQUESTED ACTION		
X New ☐ Amendment	Release Ass Partial Release	ignment/Assumption
AUTHORIZATION REQUESTED		
Lease Sublease		nveyance er:
TYPE OF ENTITY REQUESTING AUT	HORIZATION	
State Agency X Federal, Regional or Local Agenc Private – Please indicate if common	y ercial: O YES O NO	
Applicant Information		
Legal Name of Lessee/Grantee: City of N	/liramar	
Contact Name: Vernon E. Hargray, Cit	y Manager	Title:
Address: 2300 Civic Center Place	,	
City: Miramar	State: FL	Zip: 33025
Phone (1): 954-602-3115	Phone (2):	Fax:
Email Address: vhargray@miramarfl.	gove	
Billing Information (if same as above che	eck here 🛛)	
Name:		
Title:	Company:	
Address:		
City:	State:	Zip:
Phone (1):	Phone (2):	Fax:
Email:		
Representative Information: (Only comp	plete if someone will be handling this transacti	on on your behal <u>f)</u>
Name: Sandra Lee		
Title: Dir. Environmental	Company: Calvin, Giordano & Associa	tes, Inc.
Address: 1800 Eller Drive, Suite 600		
City: Fort Lauderdale	State: FL	Zip: 33316
Phone (1): 954-921-7781	Phone (2): 954-266-6472	Fax: 954-921-8808
Email Address:		
Management Plan or Land Use Plan Co	ntact Information (for Leases/Subleases only	2
Name:		Title:
Phone (1):	Phone (2):	Fax:

Email Address:

Section 1 – General Information (cont'd)

Estimated construction commencement date (if applicable):

Property Information					
County: Broward	Property Appraiser's Parcel ID Number:				
Section: 23	Township 51	Range: 39			
Approximate Acres: 5.705 Tot	Approximate Acres: 5.705 Total, 1.35 from DEP parcel, 4.355 from SFWMD parcels				
Zoning Designation: Rural District (RL)					
Location Address: Pembroke road Extension west from SW 196th Avenue, Miramar					
City Miramar	State: FL	Zip 33025			
ery Millatilat					

Descriptive Narrative describing the intended use of the property. Narrative shall include the following:

- *Narrative can be attached as a separate page(s).
- a) The requested term, which shall not be greater than is necessary to provide for the reasonable use of the state land and shall not be greater than the parent lease term.
- b) The need for the proposed use of state lands and written evidence that all other alternatives to the use of state lands have been denied.
- c) Projected revenue to be generated from the use of state lands.
- d) Whether the intended use is public or private and the extent of public access for such use.
- e) A statement describing the public benefits that will occur as a result of the proposed use of state lands.

l	Please see attached Report
l	
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Section 1 – General Information (cont'd)

Required Attachments

The following must be completed and attached for all types of authorization requests:

- A recent aerial photograph with the boundaries of the proposed project.
- X A county tax map identifying the parcel(s).
- A letter from the applicable local planning agency stating that the proposed use of state lands is consistent with the local government comprehensive plan.
- Non-refundable \$300 application fee per 18-2.019(6), F.A.C. (does not apply to State/Federal agencies)
- A certified survey* or sketch of description**, which contains the boundaries, legal description(s), and acreage of the property.
 - *The Department, at its discretion and if deemed necessary, can require a boundary survey for the action requested.
 - **If the applicant chooses to submit a sketch of description it must include a note of what field methods were used to complete the sketch.



Section 2 – Other Specific Information

A) <u>I</u>	Leases:	N/A					
Parent Lea	ase numb	er (if existing):		_			
	the leas		l resources and	s that will occur as a the general public; a			
	A writte	en statement from	the managing a	gency agreeing to le	ase the state-o	wned parcel	(s).
		ses subject to Sec d by Statute.	tion 253.034(13), F.S., provide a bu	siness plan wi	th the pertino	ent information
Any Priva	ate entity	applying for a le	ase, must also in	clude:			
	A writte	en commitment to	pay a lease fee	based on the apprais	sed market val	ue of the pro	posed lease.
				test county tax asses oposed for lease, ce			
Any Loca	ıl Goveri	nments applying f	for a lease, must	also include:			
	A formalease.	al resolution adop	ted by the Board	l of County/City Co	mmissioners r	equesting the	e proposed
If applyin	g for a F	ull Release or Pa	rtial Release of	Lease, please comp	lete the items b	below:	
		eases, sub-sub lease on of the intent to		he area requesting to ovided?	be released?	OYES OYES	O NO
	propert	y is leased or sold ible for the maint	to another entity	ee understands the r y. Lessee will remai ep of the property u	n under lease a	and will cont	inue to be
B) <u>S</u>	Subleases	: N/A					
Sublease 1	number o			<u> </u>			
	describ		ease conforms	agency approving to the management er lease.			
Any Priva	ate entity	applying for a su	ıblease, must als	o include:			
		en commitment to otiated value or (3		fee based on one of d.	the following:	(1) appraise	ed market value,
Any Loca	ıl Goveri	ments applying t	or a sublease, m	ust also include:			
	A forms		ted by the Board	l of County/City Co	mmissioners r	equesting the	e proposed
If applyin	g for a F	ull Release or Par	rtial Release of	Sublease, please con	mplete the iten	ns below:	
		sub leases, etc. wi		uesting to be release ovided?	ed?	O YES O YES	ONO ONO
	propert	y is leased or sold ible for the maint	to another entity	ee understands the r y. Lessee will remai ep of the property u	n under lease a	and will cont	inue to be



C)	Easements
natural	ants applying for an easement across state land which is managed for the conservation and protection of resources shall be required to provide net positive benefit as defined in subsection 18-2.017(38), Florida strative Code, if the proposed easement is approved.
Parent L	Lease number (if applicable): N/A
	A written statement from the managing agency approving the proposed action, along with a statement describing how the proposed easement conforms to the management plan or land use plan (when the easement application involves state land which is under lease or sublease.
Any Pri	vate entity applying for a private Easement, must also include:
	The applicable application fee per 18-2.019(6), F.A.C.
	A written commitment to pay an easement fee based on the appraised market value of the proposed easement.
Any Loc	cal Governments applying for an Easement, must also include:
	A formal resolution adopted by the Board of County/City Commissioners requesting the proposed easement.
D)	Use Agreements
Parent L	Lease number (if applicable): N/A
Please in	Mell-Monitoring Deach (Re)Nourishment Geophysical Other:
	A written statement from the managing agency approving the proposed action, along with a statement describing how the proposed use agreement conforms with the management plan or land use plan when the use agreement application involves state land which is under lease or sublease.
<u>E)</u>	Conveyances
	Release of Deed Restriction(s)
	Modification of Deed Restriction(s)
	_ Reverter Deeds

____ DACS Conveyance (DSL-5) Pursuant to s. 253.025(13)(a), F.S.

City of Miramar

Vernon E. Hargray, City Manager 2300 Civic Center Place, Miramar, Florida 33025

City of Pembroke Pines

Charles F. Dodge, City Manager 601 City Center Way, Pembroke Pines, FL 33025

Pembroke Road Extension

Report and Back-up Documentation for Land Surplus Request August 2019

Prepared By: Calvin, Giordano & Associates, Inc.



I. INTRODUCTION

The City of Miramar is requesting the State of Florida and the South Florida Water Management District's (SFWMD) interest in portions of three parcels that fall within the City of Miramar be declared surplus. The purpose of this request is to allow the City to acquire these portions of land to provide enough right of way for the extension of Pembroke Road westward from SW 196th Avenue to US Highway 27. If approved, the land that is the subject of this surplus request will become dedicated public right of way. The roadway extension project is a joint effort with the City of Pembroke Pines and will benefit both Cities and is being conducted in conjunction with Broward County. The section line delineates the municipal limits between the cities of Pembroke Pines and Miramar. The north portion of the proposed roadway extension will fall within Pembroke Pines and the southern portion within Miramar. There is not enough existing Right of Way along a portion of the proposed project corridor to construct the extension. That land deficiency is the purpose for this surplus request.

This document provides project details and accompanies the formal request letter to the SFWMD and the application fee of \$1,000.00. Included is the following information and backup documents as requested by the District:

- The name, address, and telephone number of the applicant;
- A sketch and an accurate legal description, including the acreage, of the land interest;
- Title information: 1) a copy of the instrument by which the District acquired its interest in the land; and 2) a review by a title company or real estate attorney to identify any additional owners and any title exceptions, including any existing easements;
- A statement of the proposed use or development of the land. If the proposed use is in connection with lands owned
 by the applicant adjacent to the proposed surplus lands, current evidence of the applicant's ownership must be
 provided;
- Evidence that the proposed sale or exchange would not violate applicable subdivision or platting laws; and
- A statement evidencing that the proposed sale or exchange is not contrary to the public interest; and
- Other survey, informational, or engineering data necessary to evaluate the request for sale or exchange.

II. APPLICANT

As the lands that are the subject of this request fall within the City of Miramar, the City of Miramar is the applicant in this process. Below is the applicant contact information:

Vernon E. Hargray, City Manager, City of Miramar

Phone: 954-602-3115

E-mail: vehargray@miramarfl.gov

Address: Office of the City Manager, 2300 Civic Center Place, Miramar, Florida 33025

This is a joint roadway project between the City of Miramar and Pembroke Pines. Charles F. Dodge, City Manager of Pembroke Pines, and Mr. Hargray are both actively engaged in the project progress and the City Engineers, Bissy J. Vempala P.E., City of Miramar and Karl M. Kennedy P.E., City of Pembroke Pines are also actively involved in this project as well as other applicable staff members from each City.



III. PARCEL IDENTIFICATION

There are three parcels containing the land that is the subject of this surplus request. The parcels fall within Broward County within the City of Miramar and are identified by folio numbers 5139 2301 0060 and 5139 2301 0181 that are identified as owned by the SFWMD, and folio number 5139 2301 0180 identified as owned by TIITF/State of Florida C/O Department of Environmental Protection. See:

Exhibit A. Property Record Cards for Parcels Containing Surplus Request

Exhibit B. Parcel Location Maps for Properties Containing Surplus Request

Exhibit C. Deeds for Parcels Containing Surplus Request

Exhibit D. Title Information on Parcels Containing Surplus Request

IV. SPECIFIC SURPLUS AREA INFORMATION

The three parcels containing the land that is the subject of this request, are contiguous. This surplus request applies to the northernmost portions of each parcel. Parcel 5139 2301 0060 is comprised of 12 acres overall and the surplus request is for 3.005 acres (northernmost 50' feet); parcel 5139 2301 0181 is comprised of 5 acres overall and the surplus request is for 1.350 acres (northernmost 90' feet); and parcel 5139 2301 0180 is comprised of 5 acres overall and the surplus request is for 1.350 acres (northernmost 90' feet). Overall this request is for the surplus of a total of 5.705 acres from these three parcels. See:

Exhibit E. Sketch and Legal Description of Land to be Declared Surplus

V. NEED FOR SURPLUS

The purpose for this request is to provide sufficient land to allow for the extension of Pembroke Road westward from SW 196th Avenue to US Highway 27. The short existing section of Pembroke Road from US 27 serves solely as an access to the Reuter Recycling Facility and does not serve the neighboring communities. The section line delineates the municipal limits between Pembroke Pines and Miramar. The north portion of the proposed roadway will fall with the City of Pembroke Pines and the southern portion within Miramar. Currently there is not enough existing dedicated Right of Way along the entire length of the project corridor to construct the proposed extension. See

Exhibit F. Delineation of Proposed Right of Way

This proposed roadway extension is the final component of an overall project designed to make Pembroke Road run uninterrupted between US Highway 27 and US 1 (North Federal Highway). The Pembroke Road extension component that was most recently completed included the interchange at I-75 and created the connection from SW 145th Avenue to Silver Shores Drive.

VI. NEED FOR SURPLUS ALONG THE SOUTHERN PERIMETER

Expansion beyond the north perimeter of existing right of way is impeded since nearly all the land to the north is wetland mitigation covered under recorded conservation easements that is required mitigation by State, Federal and local permits. Parcel 5139 2303 0010 owned by Reuter Recycling of FL, Inc. has a conservation easement over the eastern portion of their parcel; and Parcel 5139 2301 0032, owned by Windmill Reserve Homeowners Association Inc. (formerly The Estates of Swan Lake Corp.), also has a conservation easement over their parcel.

Exhibit G. Property Record Cards for Conservation Lands

Exhibit H. Parcel location Maps for Conservation Lands

Exhibit I. Conservation Easement for Reuter Property

Exhibit J. Conservation Easement for Windmill Reserve Property



Additionally, pursuant to the Pembroke Pines City Charter Article VIII. Section 8.08(a), "The City Commission shall not utilize eminent domain powers to acquire privately owned residential real property for economic development purposes." There are ten (10) narrow parcels that fall on the north side of the proposed roadway extension that fall immediately to the west of SW 196th Avenue that have the same ownership control. This owner is adamantly opposed to this project and the City would be unable to obtain any portion of these parcels. Fortunately, the City of Miramar owns the land to the south to accommodate the needed right of way in this specific location. See:

Exhibit K. Pembroke Pines City Charter Section 8.08 (a)

VII. APPLICANT ADJACENT LANDS

A significant component of this project is the interconnection of Miramar Parkway with Pembroke Road at the eastern end of the proposed extension corridor. This will provide access to US 27 from Miramar Parkway as well as Pembroke Road. This interconnection will occur on parcel 5139 2301 0152 acquired by the City of Miramar in 2005 from the South Florida Water Management District specific for this roadway project. See:

Exhibit L. Property Record Card for City of Miramar Parcel

Exhibit M. Location Map for City of Miramar Parcel

Exhibit N. Deed for City of Miramar Parcel

The land that is subject of this surplus request is contiguous with the parcel the SFWMD sold to the City of Miramar in 2005 for the purposes of this roadway project. The same considerations are applicable for this request as was in place for the 2005 land transferred to the City of Miramar for parcel 5139 2301 0152. The land that is subject of this surplus request is also contiguous to existing City right of way.

VIII. PUBLIC BENEFIT/PUBLIC INTEREST

Currently there are no roadway connections from Miramar to US Highway 27, and very few for the City of Pembroke Pines; none south of Pines Boulevard. For the City of Pembroke Pines and the City of Miramar this proposed extension will:

- Enhance hurricane evacuation;
- Facilitate access to US 27 for a significant portion of S.W. Broward County;
- Facilitate access to US 27 when I-75 is obstructed;
- Provide an alternative route when local roads are obstructed; and
- Enhance interconnectivity between Miramar and Pembroke Pines.

The City of Miramar Planning Staff has investigated this surplus request and has determined the proposed surplus transaction will not violate subdivision or platting laws.

Exhibit O. Local Compliance Statement

The Broward County Trafficways Plan is a roadway right of way preservation plan. To accommodate the impacts of new development, right of way is required to provide for an adequate regional roadway network. The responsibility for the Broward County Trafficways Plan falls to the Broward County Planning Council. The Trafficways Plan is also implemented by Objective 12.02.00 and corresponding policies of the Broward County Land Use Plan. The current Broward County Trafficways Plan designates a 200' right of way to accommodate a 6-lane road for that portion of Pembroke Road where this extension is proposed. At this time our request for land acquisition is limited to providing for a 120' right of way, which can accommodate a 6-lane road. Both Pembroke Pines and Miramar have had discussions with Broward County Traffic Engineering, and Broward County concurs with a request for a 120' right of way since this will accommodate 6 lanes as required by the Trafficways Plan.



EXHIBITS

- Exhibit A. Property Record Cards for Parcels Containing Surplus Request
- Exhibit B. Parcel Location Maps for Properties Containing Surplus Request
- Exhibit C. Deeds for Parcels Containing Surplus Request
- Exhibit D. Title Information on Parcels Containing Surplus Request
- Exhibit E. Sketch and Legal Description of Land to be Declared Surplus
- Exhibit F. Delineation of Proposed Right of Way
- Exhibit G. Property Record Cards for Conservation Lands
- Exhibit H. Parcel location Maps for Conservation Lands
- Exhibit I. Conservation Easement for Reuter Property
- Exhibit J. Conservation Easement for Windmill Reserve Property
- Exhibit K. Pembroke Pines City Charter Section 8.08 (a)
- Exhibit L. Property Record Card for City of Miramar Parcel
- Exhibit M. Location Map for City of Miramar Parcel
- Exhibit N. Deed for City of Miramar Parcel
- Exhibit O. Local Compliance Statement

Exhibit A. Property Record Cards for Parcels Containing Surplus Request

SW 14 COURT Page 1 of 1

Exhibit A. Property Record Cards for Parcels Containing Surplus Request, Page 1



Site Address	SW 14 COURT, MIRAMAR	II	D #	513
	TIITF/STATE OF FLORIDA	N	Millage	
	% DEPT OF ENVIRONMENTAL PROTEC	U	lse	
Mailing Address	3900 COMMONWEALTH BLVD TALLAHASSEE FL 32399			

ID#	5139 23 01 0180
Millage	2713
Use	96

Abbreviated	FLA FRUIT LANDS CO SUB NO 1 2-17 D 23-51-39 TRACT 64 W1/2
Legal	
Description	

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

Click	Property Assessment Values Click here to see 2015 Exemptions and Taxable Values as reflected on the Nov. 1, 2015 tax bill.								
Year	Land	Building	Just / Market Value	Assessed / SOH Value	Tax				
2016	\$71,290		\$71,290	\$71,290					
2015	\$71,290		\$71,290	\$71,290					
2014	\$71,290		\$71,290	\$71,290					

2016 Exemptions and Taxable Values by Taxing Authority							
	Municipal	Independent					
Just Value	\$71,290	\$71,290	\$71,290	\$71,290			
Portability	0	0	0	0			
Assessed/SOH	\$71,290	\$71,290	\$71,290	\$71,290			
Homestead	0	0	0	0			
Add. Homestead	0	0	0	0			
Wid/Vet/Dis	0	0	0	0			
Senior	0	0	0	0			
Exempt Type 10	\$71,290	\$71,290	\$71,290	\$71,290			
Taxable	0	0	0	0			

Sales History									
Date	Type	Price	Book/Page or CIN						
10/18/1999	WD	\$135,000	30044 / 1819						
6/1/1987	WD	\$60,000	14628 / 263						
1/1/1976	WD	\$7,600							
11/1/1965	WD	\$2,600							

Land Calculations						
Price	Factor	Type				
\$0.35	203,673	SF				
Adj.						

	Special Assessments								
Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc	
27			BE			MM			
Х			BE						
1			5						

SW 208 AVENUE Page 1 of 1

Exhibit A. Property Record Cards for Parcels Containing Surplus Request, Page 2



Site Address	SW 208 AVENUE, MIRAMAR		ID#	
	SOUTH FLORIDA WATER MANAGEMENT			
	DISTRICT		Use	
Mailing Address	PO BOX 24680 WEST PALM BEACH FL 33416-4680	"	<u></u>	

ID#	5139 23 01 0060
Millage	2713
Use	96

Abbreviated	FLA FRUIT LANDS CO SUB NO 1 2-17 D 23-51-39 TRACT 33 N1/2 LESS PT DESC'D AS,
Legal	COMM AT NE COR OF SW1/4 OF SEC, S 65.21,W 15.01 TO POB,S 100.07, W 1306.46,N
Description	100.07,E 1306.43 TO POB,TOGETHER WITH ALL TRACT 48 AKA: TRACT W9-200-003

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

Click	Property Assessment Values Click here to see 2015 Exemptions and Taxable Values as reflected on the Nov. 1, 2015 tax bill.								
Year	Land	Building	Just / Market Value	Assessed / SOH Value	Tax				
2016	\$335,050		\$335,050	\$335,050					
2015	\$335,050		\$335,050	\$335,050					
2014	\$335,050		\$335,050	\$335,050					

2016 Exemptions and Taxable Values by Taxing Authority							
	County	School Board	Municipal	Independent			
Just Value	\$335,050	\$335,050	\$335,050	\$335,050			
Portability	0	0	0 0 0				
Assessed/SOH	\$335,050	\$335,050	\$335,050	\$335,050			
Homestead	0	0	0	0			
Add. Homestead	0	0	0	0			
Wid/Vet/Dis	0	0	0	0			
Senior	0	0	0	0			
Exempt Type 12	\$335,050	\$335,050	\$335,050	\$335,050			
Taxable	0	0	0	0			

Sales History								
Date	Type	Price	Book/Page or CIN					
9/27/1999	WD	\$360,000	29901 / 1809					
8/19/1996	PR*	\$100	25855 / 716					

Land Calculations							
Price	Type						
\$29,160	11.49	AC					
Adj. Bldg							

^{*} Denotes Multi-Parcel Sale (See Deed)

	Special Assessments								
Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc	
27			BE			MM			
Х			BE						
1			12						

SW 14 COURT Page 1 of 1

Exhibit A. Property Record Cards for Parcels Containing Surplus Request, Page 3



Site Address	SW 14 COURT, MIRAMAR	ID#	5139 23 01 018°
	The Art and a second se		2713
	DISTRICT	Use	96
Mailing Address	PO BOX 24680 WEST PALM BEACH FL 33416-4680	R.	*

Abbreviated	FLA FRUIT LANDS CO SUB NO 1 2-17 D 23-51-39 TR 64 E1/2
Legal	
Description	

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

Property Assessment Values Click here to see 2015 Exemptions and Taxable Values as reflected on the Nov. 1, 2015 tax bill.								
Year Land Building Just / Market Assessed / Value SOH Value								
2016	\$139,380		\$139,380	\$139,380				
2015	\$139,380		\$139,380	\$139,380				
2014	\$139,380		\$139,380	\$139,380				

2016 Exemptions and Taxable Values by Taxing Authority								
	County	School Board	Municipal	Independent				
Just Value	\$139,380	\$139,380	\$139,380	\$139,380				
Portability	0	0	0	0				
Assessed/SOH	\$139,380	\$139,380	\$139,380	\$139,380				
Homestead	0	0	0	0				
Add. Homestead	0	0	0	0				
Wid/Vet/Dis	0	0	0	0				
Senior	0	0	0	0				
Exempt Type 12	\$139,380	\$139,380	\$139,380	\$139,380				
Taxable	0	0	0	0				

Sales History								
Date	Type	Price	Book/Page or CIN					
3/29/2000	TD	\$135,000	30425 / 2002					
6/17/1997	WD	\$100	26617 / 343					
9/1/1991	QCD	\$100	18820 / 485					
9/1/1989	QCD	\$32,500						
7/1/1974	WD	\$32,500						

Land Calculations							
Price Factor Type							
\$29,160	4.78	AC					
Adj. Bldg							

	Special Assessments								
Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc	
27			BE			MM			
Х			BE						
1	1 5								

Exhibit B. Parcel Location Maps for Properties Containing Surplus Request

Property Id: 513923010180



Property Id: 513923010181



Property Id: 513923010060



Exhibit C. Deeds for Parcels Containing Surplus Request

Exhibit C. Deeds for Parcels Containing Surplus Request, Page 1

INSTR # 99710225
OR BK 30044 PG 1819
RECORDED 11/24/1999 10:09 AM
COMMISSION
BROWARD COUNTY
DOC STRP-D 945.00
DEPUTY CLERK 1012

This instrument prepared by and return to:

Linda L. Hampshire University Title, Inc. 269 N. University Drive Pembroke Pines, FL 33024

10000

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Spalle Britanista The first

Tax Follo #: 1923-01-018

Project: W9-200-011

WARRANTY DEED

Richard P. Shiskin, James P. Shiskin, Donald E. Burns, Robert F. Jackson and Alfonso C. Tello, Trustees of the Schwebke-Shiskin & Associates Inc. Profit the Grantor, whose mailing address is c/o 3240 Corporate Way, Miramar, FL 33025

Broward County, in consideration of the sum of TEN DOLLARS (\$10.00) and County, in consideration of the sum of TRUSTEES of THE INTERNAL IMPROVEMENT other valuable consideration, received from TRUSTEES of THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, the Grantee, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399

3900 Commonwealth Boulevard, Tallahassee, Florida 32399

(Incepted Which is horely? acknowledged hereby grants, bargains, sells and conveys to the Grantee, its successors and assigns forever, the real property located in Broward County, Florida, described as:

See Exhibit "A" attached hereto and made a part hereof.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in (ee simple forever.

The property described herein is not now, nor has it ever been, the homestead of the Grantor, nor is it adjacent to or contiguous with Grantor's homestead. Said property is vacant land.

AND the Grantor does hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever; subject to restrictions, easements and reservations of record, if any.

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99-0405

Exhibit "A" Tract No. W9-200-011

The West half of Tract 64, of FLORIDA FRUIT LANDS COMPANY SUBDIVISION NO. 1 in Section 23, Township 51 South, Range 39 East, Broward County, Florida, according to the Plat thereof, recorded in Plat Book 2, Page 17, of the Public Records of Miami-Dade County, Florida.

Containing 5.00 acres per Broward County Tax Rolls.

ECB\Richard P. Shishkin, Tr., et al ORB 14628, Pg 0263

A:\ecb\200-011.lgl July 21, 1998

Revised: March 11, 1999

Signed, sealed and delivered in the presence of: Grantor Grantor STATE OF COUNTY OF The foregoing instrument was acknowledged before me this 18day of 1999 by <u>Richard & Shiskin Trustee of the Schwebke-Shiskin & Associates</u> irsonally known to me or who have/has produced personally who are/is as identification. Notary Public

KATHLEEN E. BRUMGART NER **Inc Profit Sharing Trust (seal)

My Commission Expires:

Signed, sealed and delivered in the presence of: Grantor Shiskin James/1 Grantor STATE OF COUNTY OF The foregoing instrument was acknowledged before me this day of 1999 by James P. Shiskin, Trustee of the Schwebke-Shiskin & Associates onally known to me or who have/has produced October personally are/is who as identification. Othlow E. Baurguter
olary Public

ATHLEEN E. BAUMGARTNER **Inc. Profit Sharing Trust (seal)

My Commission Expires:

PARTEENTE, BAUMGARTNER Notor Faublic - State of Florida y Commission Explies Mar 11, 2000 Commission # CC 538699

	Signed in the p	l, sealed presence	and delivered of:				
Î	V/7// Witnes	da/	M Dool nda MDee	1 ser	DONALD E. BURNS	Burn, Grantor	:
Q) uld Witnes	lie () s: DE	Elles A	<u> 12 /</u>		, Grantor	:
	COUN		Broward	ont was ack DONALD E. known to	nowledged before me this BURNS, Trustee of the S me or who ha as identification.	s <u>/ 8</u> day of Schwebke-Shiskin We/has produced	\$ Associates d
	**Inc	Profit	Sharing Trust		Kuthlen E. C. Notary Public KATHLEEN E. I.	Bourgate	2
		(seal)		, ·	RATHLEEN E. I.	BAUMGARTI	√ER
					My Commission Expir	es:	
	•						

Signed, sealed and delivered in the presence of: Grantor Grantor STATE OF COUNTY OF The foregoing instrument was acknowledged before me this __ day of 1999 by Robert F. Jackson, Trustee of the Schwebke-Shiskin & Associates produced have/has to me or who known who are/is/ personally as identification. **Inc. Profit Sharing Trust KATHLEEN E. BAUMGARTNER (seal)

My Commission Expires:

TAVITET E L'AUMGARINER

Notre des Sous of Florida

My Crimin in Biblies Meri 11, 2000 d

Comment of Comments

Signed, sealed and delivered in the presence of:

And Moran County Milness: Lynda M. Decer Alfonso C. Tello Grantor

STATE OF Horda

The foregoing instrument was acknowledged before me this 1 day of the Schwebke-Shiskin & Associates who are/is personally known to me or who have/has produced as identification.

**Inc. Profit Sharing Trust

**Molary Public

**My Commission Expires:



INSTR # 99597293
OR BK 29901 PG 1809
RECORDED 10/04/1999 01:25 PM
COMISSION
BROHARD COUNTY
DOC STMP-D 2, 529.00
DEPUTY CLERK 1050

This instrument propared by and return to: Linda L. Hampshire

University Title, Inc. 269 N. University Drive Pembroke Pines, FL 33024

Tax Folio#	1923-01-00600	
	200-003	

WARRANTY DEED

THIS INDENTURE made this 27th day of Septmeber 1999 be	tween
Canaletti Bros., Inc., a Compo	HOUBIL
organized and existing under the laws of the State ofFlorida the Gr	amor,
whose mailing address is 16401 N.W. 58 Avenue, Miami Lakes, FL 33014	
Broward County, in consideration of the sum of TEN DOLLARS (\$	10.00)
and tother valuable consideration, received from SOUTH FLORIDA W	/4 + L-1 1
MANAGEMENT DISTRICT, the Grantee, a public corporation of the State of Florida	i, with
its principal office at 3301 Gun Club Road, West Palm Beach, Florida 33406, and	WHOSE Colon
mailing address is Post Office Box 24680, West Palm Boach, Florida 33416-4680,	, reum
Beach County, the receipt of which is hereby acknowledged hereby grants, bargains	i, sens
and conveys to the Grantee, its successors and assigns forever, the real property to)Cateu
in Broward County, Florida, described as:	

See Exhibit "A" attached hereto and made a part hereof.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND the Grantor does hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever; subject to restrictions, easements and reservations of record, if any.

IN WITNESS WHEREOF the Grantor has caused these presents to be executed in its name and its corporate seal to be affixed hereto, by its proper officer thereunto duly authorized, the day and year first above written.

Al Ososse /	Capeletti Bros., Inc., a Florida Corporation
Wilness: A. J. Pereno Clina J. Olivera Wilness: Alicia G. Olivera	By: Joe Capeletti , President
	(Corporate Seal)
STATE OF Florida COUNTY OF Miami-Dade The foregoing instrument was acknown september 1999 by Joe Capeletti Bros. Inc. behalf of the corporation. He is person as	
	Alicia St. Olivera Notary Public
	ALICIA G. OLIVERA Print
	My Commission Expires: 3-16-2001



Exhibit "A" Tract No. W9-200-003

The North half of Tract 33, and all of Tract 48 of FLORIDA FRUIT LANDS COMPANY SUBDIVISION NO. 1 in Section 23, Township 51 South, Range 39 Hast, Broward County, Florida, according to the Plat thereof, as recorded in Plat Book 2, Page 17, of the Public Records of Miami-Dade County, Florida.

LESS.

The South three acres of the North half of said Tract 33, described as follows:

Commence at the center of said Section 23; thence South 01°46'39" Fast, along the East line of the Southwest quarter of said Section 23, a distance of 65.21 feet; thence South 89°52'06" West, along a line parallel with and 100.03 feet North of, as measured at right angles to, the South line of the North half of said Tract 33, a distance of 15.01 feet to the POINT OF BEGINNING; thence South 01°46'39" Fast, along a line parallel with and 15.00 feet West of, as measured at right angles to, the East line of the Southwest quarter of said Section 23, a distance of 100.07 feet; thence South 89°52'06" West, along the South line of the North half of said Tract 33, a distance of 100.07 feet; thence North 01°45'39" West, along the West line of said Tract 33, a distance of 100.07 feet; thence North 89°52'06" Fast, along a line parallel with and 100.03 feet North of, as measured at right angles to, the South line of the North half of said Tract 33, a distance of 1306.43 feet to the POINT OF BEGINNING.

Containing 12 acres, more or less.

ECB\Cepcletti Bros., Inc. ORB 25855, Pg 694 ORB 28789, Pg 1059

A:\ecb\200-003.lgl July 21, 1998

Revised: October 23, 1998 Revised: March 24, 1999

LEGAL DESCRIPTION

APPROVED BILLY DIAMEMAN

DATE MAR. 24 1999

Tracl: <u>W9-200-012</u>

Exhibit C. Deeds for Parcels Containing Surplus Request, Page 11

This instrument prepared by and return to:

Linda L. Hampshire

Consolidated Title Co.

Exhibit Structure of the Consolidated Title Consolidated

INSTR # 100216395
OR BK 30425 PG 2002
RECERDED 04/17/2000 11:52 AM
COMMISSION
BROWARD COUNTY
DOC STEP-D 945.00
DEPUTY CLERK 1006

TRUSTEE'S DEED

THIS INDENTURE made this 29 day of March 2000 between MORRIS KOLTUNOVSKY, as Trustee of the Morris Koltunovsky Revocable Trust dated August 3, 1995

See Exhibit "A" attached hereto and made a part hereof.

TOGETHER with all the tenements, heraditaments and appurtenances thereto belonging or in anywes appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

The property described herein is not now, nor has it ever been, the homestead of the Grantor, nor is it adjacent to or contiguous with Grantor's homestead. Grantor resides at X/420/ Stirting Road FORT LANDERORIE 33330

"This property was acquired with funds provided by the Secretary of the U.S. Department of the interior for Everglades watershed restoration activities pursuant to the Department of the Interior and Related Agencies Appropriation Act of 1999, Public Law 105-277, and will be managed in perpetuity for the restoration of the Everglades in accordance with the grent agreement of June 10, 1999 between the U.S. Department of the interior and the South Florida Water Management District."

AND the Grantor hereby covenants with the Grantee and its successors and assigns that the Grantor is lawfully selzed of said land in fee simple; that Grantor has good right and lawful authority to sell and convey said land; and that said land is free of all encumbrances made by Grantor; and that Grantor will warrant and defend the same against the lawful claims of all persons claiming by, through or under the Grantor, subject to restrictions, easements and reservations of record, if any.

MA

000058R

OR BK 30425 PG 2003

IN WITNESS WHEREOF the Grantor has signed and sealed these presents the day and year first above written. Signed, sealed and delivered in the presence of: is Koltunovsky as Trusies
Morris Koltunovsky Revocable Trust of the Morris Koltuno Dated August 3, 1995 Witness STATE OF _ Florida COUNTY OF BROWNEY The foregoing instrument was acknowledged before me this March 2000 by Morris Koltunovsky the Morris Holtmovsky Revocable Trust who is personally known to me or who has produced ** dated August 3, 1995 Notary Public **EARTON S. STROCK** Print My Commission CC579661 res Aug. 25, 2000

My Commission Expires:

03/29/00 03:59

Exhibit C. Deeds for Parcels Containing Surplus Request, Page 13

OR BK 30425 PG 2004

Exhibit "A" Tract No. W9-200-012

The East half of Tract 64, Section 23, Township 51 South, Range 39 East, Broward County, Florida, according to the Plat of Florida Fruit Lands Company's Subdivision Map No. 1, recorded in Plat Book 2, Page 17, of the Public Records of Miami-Dade County, lying and being in the County of Broward County, Florida

Containing 5.00 acres, more or less, per Broward County Tax Roll.

East Coast Buffer\ Koltunovsky, Morris Folio 513923010181 ORB 26617, Page 343

A:\ecb\200-012.lgl June 7, 1999



Exhibit D. Title Information on Parcels Containing Surplus Request

Fund File Number: 471535

The information contained in this title search is being furnished by Attorneys' Title Fund Services, LLC. If this report is to be used by a title insurance agent for evaluation and determination of insurability by the agent prior to the issuance of title insurance, then the agent shall have liability for such work.

Provided For: Goren Cherof Doody & Ezrol P.A. Agent's File Reference: SW 208 AVENUE

After an examination of this search the Agent must:

- A. Evaluate all instruments, plats and documents contained in the report.
- B. Include in the Commitment under Schedule B, any additional requirements and/or exceptions you find necessary from your analysis of the surveys, prior title evidence or other relevant information from the transaction.
- C. Verify the status of corporations and limited partnerships and other business entities with the appropriate governmental agency or other authority.
- D. Determine whether the property has legal access.
- E. Determine if any unpaid municipal taxes or assessments exist, which are not recorded in the Official Records Books of the county.
- F. Determine whether any portion of the property is submerged or artificially filled, if the property borders a body of water, and if riparian or littoral rights exist.
- G. The information provided herein does not include a search of federal liens and judgment liens filed with the Florida Department of State pursuant to Sec. 713.901, et seq., F.S., and Sec. 55.201, et seq., F.S., respectively, which designate the Florida Department of State as the place for filing federal liens and judgment liens against personal property. For insuring purposes:
 - (a) Pursuant to Sec. 713.901, et seq., F.S., personal property includes, but is not limited to, mortgages, leaseholds, mortgages on leaseholds, interests in cooperative associations, vendees' interests, and options when those interests are held by a partnership, corporation, trust or decedent's estate; and
 - (b) Pursuant to Sec. 55.201, et seq., F.S., personal property includes, but is not limited to, leaseholds, interests in cooperative associations, vendees' interests, and options regardless of the type of entity holding such interests, including individuals. (Note: Mortgages have been specifically excluded from the personal property interests in which a judgment lien may be acquired under the provisions of Sec. 55.201, et seq., F.S.)

Prepared Date: July 11, 2017 Attorneys' Title Fund Services, LLC

Prepared by: Michael Collins, Senior Examiner

Phone Number: (800) 929-5791 x6261 Email Address: mcollins@thefund.com

Fund File Number: 471535

Effective Date of approved base title information: February 18, 1911

Effective Date of Search: July 5, 2017 at 11:00 PM

Apparent Title Vested in:

South Florida Water Management District

Description of real property to be insured/foreclosed situated in Broward County, Florida.

See Exhibit A

Muniments of Title, including bankruptcy, foreclosure, quiet title, probate, guardianship and incompetency proceedings, if any, recorded in the Official Records Books of the county:

- Warranty Deed from Hollywood 290, Inc. to May Stone and Sand of Florida, Inc., recorded December 29, 1972 in O.R. Book <u>5107</u>, Page 872, Public Records of Broward County, Florida.
- Certificate of Title from May Stone and Sand of Florida, Inc. to Fred C. Flipse, James Donn, Jr., Ann R. Flipse, and Jack Fishman, recorded August 27, 1976 in O.R. Book 6705, Page 117, Public Records of Broward County, Florida.
- 3. Quit Claim Deed from Jack Fishman to Jack Fishman, as Trustee, recorded March 19, 1980 in O.R. Book 8795, Page 619, as rerecorded in O.R. Book 13629, Page 648, Public Records of Broward County, Florida.
- 4. Warranty Deed from Fred C. Flipse, joined by his wife Helen D. Flipse, Mary Anna Fowler, formerly known as Mary Anna Donn, Ann R. Gerber, formerly known as Ann R. Flipse, joined by her husband Paul Gerber, Jack Fishman, a single man, individually and as Trustee of Thomas C. Bennett, Jr. aka T. C. Bennett, Jr., individually and as Trustee, and his wife Jacqueline W. Bennett a/k/a J. W. Bennett, Robert M. Silver a/k/a R.M. Silver and his wife, Doris S. Silver a/k/a D.S. Silver, Ruth M. Mears a/k/a R.M. Mears, Stanley H. Schwartz, Melvin Schwartz, joined by his wife Naomi A. Schwartz, Leslie I. Schwartz a/k/a Leslie L. Schwartz, joined by wife Toni, Y. Schwartz and Richard S. Schwartz to Capeletti Bros. Inc., recorded January 02, 1997 in O.R. Book 25855, Page 694, Public Records of Broward County, Florida.
- 5. Personal Representative's Deed from Barnett Bank, N.A., successor to Barnet Banks Trust Company, N.A. and Bank of Hallandaleand Trust Company and Mary Anna Fowler fka Mary Anna Donn, as Personal Representative of the Estate of James Donn, Jr., deceased to Capeletti Bros., Inc., recorded January 2, 1997 in O.R. Book <u>25855</u>, Page 716, Public Records of Broward County, Florida.
- 6. Warranty Deed from Capeletti Bros., Inc. to South Florida Water Management District, recorded October 4, 1999 in O.R. Book <u>29901</u>, <u>Page 1809</u>, Public Records of Broward County, Florida.

Mortgages, Assignments and Modifications:

Fund File Number: 471535

1. Nothing Found

Other Property Liens:

 FOR INFORMATIONAL PURPOSES ONLY, Taxes for the year 2016 are EXEMPT for Parcel/Account ID # 513923-01-0060

Restrictions/Easements:

- 1. All matters contained on the Plat of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO.1, as recorded in Plat Book 2, Page 17, Public Records of Miami-Dade County, Florida.
- 2. Notice of Environmental Resource of Surface Water Management Permit recorded in O.R. Book <u>47957</u>, Page 1132, Public Records of Broward County, Florida.
- 3. Funding Disclosure recorded in O.R. Book <u>36791</u>, <u>Page 1110</u>, Public Records of Broward County, Florida.
- 4. Agreement betwen South Broward Drainage District and City of Pembroke Pines recorded in O.R. Book <u>14833</u>, <u>Page 747</u>; as corrected in O.R. Book <u>34284</u>, <u>Page 1746</u>, Public Records of Broward County, Florida.
- 5. Resolution No. 94-9 recorded in O.R. Book <u>22076</u>, <u>Page 112</u>, <u>Public Records of Broward County</u>, Florida.
- 6. Resolution No. 93-R-14 recorded in O.R. Book <u>20852</u>, <u>Page 694</u>, Public Records of Broward County, Florida.
- 7. Resolution No. 91-6 recorded in O.R. Book <u>18324</u>, Page 409, Public Records of Broward County, Florida.
- 8. Memorandum of Agreement recorded in O.R. Book <u>7605</u>, <u>Page 803</u>, as affected by Addendum of Agreement recorded in O.R. Book <u>8738</u>, <u>Page 965</u>, <u>Public Records of Broward County</u>, Florida.
- 9. Reservations in favor of the State of Florida, as set forth in the deed from the Trustees of the Internal Improvement Fund of the State of Florida recorded in Deed Book 46, Page 240, Public Records of Broward County, Florida.
- 10. Reservations contained in deed from the Board Commissioners of Everglades Drainage District recorded in Deed Book 470, Page 160, Public Records of Broward County, Florida.
- 11. Reservations contained in deed from the Board of Commissioners of Everglades Drainage District recorded in Deed Book <u>470</u>, Page 322, Public Records of Broward County, Florida.
- 12. Reservations in favor of the State of Florida, as set forth in the deed from the Trustees of the Internal Improvement Fund of the State of Florida recorded in Deed Book 475, Page 1, Public Records of Broward County, Florida.
- 13. Reservation contained in deed Broward County recorded in Clerk Records Book 47-315296, Public Records of Broward County, Florida.
- 14. Rights of the lessees under unrecorded leases.

Fund File Number: 471535

Other Encumbrances:

1. Nothing Found

REAL PROPERTY TAX INFORMATION ATTACHED

Proposed Insured:

N/A

STANDARD EXCEPTIONS

Unless satisfactory evidence is presented to the agent eliminating the need for standard exceptions, the following should be made a part of any commitment or policy.

- 1. General or special taxes and assessments required to be paid in the year 2017 and subsequent years.
- 2. Rights or claims of parties in possession not shown by the public records.
- 3. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
- 4. Easements or claims of easements not shown by the public records.
- 5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
- 6. Any owner policy issued pursuant hereto will contain under Schedule B the following exception: Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the lands insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.
- 7. Federal liens and judgment liens, if any, filed with the Florida Department of State pursuant to Sec. 713.901, et seq., F.S., and Sec. 55.201, et seq., F.S., respectively, which designate the Florida Department of State as the place for filing federal liens and judgment liens against personal property. For insuring purposes:
 - (a) Pursuant to Sec. 713.901, et seq., F.S., personal property includes, but is not limited to, mortgages, leaseholds, mortgages on leaseholds, interests in cooperative associations, vendees' interests, and options when those interests are held by a partnership, corporation, trust or decedent's estate; and

Fund File Number: 471535

- (b) Pursuant to Sec. 55.201, et seq., F.S., personal property includes, but is not limited to, leaseholds, interests in cooperative associations, vendees' interests, and options regardless of the type of entity holding such interests, including individuals. (Note: Mortgages have been specifically excluded from the personal property interests in which a judgment lien may be acquired under the provisions of Sec. 55.201, et seq., F.S.)
- 8. Any lien provided by County Ordinance or by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority, for unpaid service charges for services by any water systems, sewer systems or gas systems serving the land described herein; and any lien for waste fees in favor of any county or municipality.

The report does not cover bankruptcies or other matters filed in the Federal District Courts of Florida.

In foreclosure proceedings, title should be examined between the effective date of this report and the recording of the lis pendens to assure that all necessary and proper parties are joined. Consideration should be given to joining as defendants any persons in possession, other than the record owner, and any parties, other than those named herein, known to the plaintiff or the plaintiff's attorney and having or claiming an interest in the property.

Prior to issuance of any policy of title insurance underwritten by Old Republic National Title Insurance Company, the agent must obtain and evaluate a title search for the period between the effective date of this Title Search Report and the recording date(s) of the instrument(s) on which the policy is based.

If this product is not used for the purpose of issuing a policy, then the maximum liability for incorrect information is \$1,000.

Note: The Agent is responsible for obtaining underwriting approval on any commitment prepared from this product in the amount of \$1,000,000.00 or more.

Rev. 12/10 Page 5 of 6

TITLE SEARCH REPORT Exhibit A

Fund File Number: 471535

The North half of Tract 33, and all of Tract 48 of Florida Fruit Lands Company Subdivision No. 1 in Section 23, Township 51 South, Range 39 East, Broward County, Florida, according to the Plat thereof, as recorded in Plat Book 2, Page 17, of the Public Records of Miami-Dade County, Florida. LESS:

The South three acres of the North half of said Tract 33, described as follows:

Commence at the center of said Section 23; thence South 01°46'39" East, along the East line of the Southwest quarter of said Section 23, a distance of 65.21 feet; thence South 89°52'06" West, along a line parallel with and 100.03 feet North of, as measured at right angles to, the South line of the North half of said Tract 33, a distance of 15.01 feet to the POINT OF BEGINNING; thence South 01°46'39" East, along a line parallel with 15.00 feet West of, as measured at right angles to, the East line of the Southwest quarter of said Section 23, a distance of 100.07 feet; thence South 89°52'06" West, along the South line of the North half of said Tract 33, a distance of 1306.46 feet; thence North 01°45'39" West, along the West line of said Tract 33, a distance of 100.07 feet; thence North 89°52'06" East, along a line parallel with and 100.03 feet North of, as measured at right angles to, the South line of the North half of said Tract 33, a distance of 1306.43 feet to the POINT OF BEGINNING.

Rev. 12/10 Page 6 of 6

Fund File Number: 430924

The information contained in this title search is being furnished by Attorneys' Title Fund Services, LLC. If this report is to be used by a title insurance agent for evaluation and determination of insurability by the agent prior to the issuance of title insurance, then the agent shall have liability for such work.

Provided For: Goren Cherof Doody & Ezrol P.A. Agent's File Reference: TIITF/STATE OF FLORIDA

After an examination of this search the Agent must:

- A. Evaluate all instruments, plats and documents contained in the report.
- B. Include in the Commitment under Schedule B, any additional requirements and/or exceptions you find necessary from your analysis of the surveys, prior title evidence or other relevant information from the transaction.
- C. Verify the status of corporations and limited partnerships and other business entities with the appropriate governmental agency or other authority.
- D. Determine whether the property has legal access.
- E. Determine if any unpaid municipal taxes or assessments exist, which are not recorded in the Official Records Books of the county.
- F. Determine whether any portion of the property is submerged or artificially filled, if the property borders a body of water, and if riparian or littoral rights exist.
- G. The information provided herein does not include a search of federal liens and judgment liens filed with the Florida Department of State pursuant to Sec. 713.901, et seq., F.S., and Sec. 55.201, et seq., F.S., respectively, which designate the Florida Department of State as the place for filing federal liens and judgment liens against personal property. For insuring purposes:
 - (a) Pursuant to Sec. 713.901, et seq., F.S., personal property includes, but is not limited to, mortgages, leaseholds, mortgages on leaseholds, interests in cooperative associations, vendees' interests, and options when those interests are held by a partnership, corporation, trust or decedent's estate; and
 - (b) Pursuant to Sec. 55.201, et seq., F.S., personal property includes, but is not limited to, leaseholds, interests in cooperative associations, vendees' interests, and options regardless of the type of entity holding such interests, including individuals. (Note: Mortgages have been specifically excluded from the personal property interests in which a judgment lien may be acquired under the provisions of Sec. 55.201, et seq., F.S.)

Prepared Date: March 27, 2017 Attorneys' Title Fund Services, LLC

Prepared by: Manny Proano, Examiner **Phone Number:** (800) 929-5791 x6247 **Email Address:** MProano2@TheFund.com

Effective Date of approved base title information: January 1, 1900

Effective Date of Search: March 21, 2017 at 11:00 PM

Apparent Title Vested in:

Trustees of the Internal Improvement Trust Fund of the State of Florida

Description of real property to be insured/foreclosed situated in Broward County, Florida.

The West half of Tract 64, of FLORIDA FRUIT LANDS COMPANY SUBDMSION NO.1 in Section 23, Township 51 South, Range 39 East, Broward County, Florida, according to the Plat thereof, recorded in Plat Book 2, Page 17, of the Public Records of Miami-Dade County, Florida.

Muniments of Title, including bankruptcy, foreclosure, quiet title, probate, guardianship and incompetency proceedings, if any, recorded in the Official Records Books of the county:

- 1. Warranty Deed from Dennis Stitely to Richard P. Shiskin and James P. Shiskin, etal, recorded July 17, 1987 in O.R. Book <u>14628</u>, <u>Page 263</u>, Public Records of Broward County, Florida.
- 2. Warranty Deed from Morris Koltunovsky to Morris Koltunovsky, as Trustee of the Morris Koltunovsky Revocable Trust dated August 3, 1995, recorded June 12, 1997 in O.R. Book 26617, Page 343, Public Records of Broward County, Florida.
- 3. Warranty Deed from Richard P. Shiskin, James P. Shiskin, et al to Trustee of the Internal Improvement Trust Fund of the State of Florida, recorded October 18, 1999 in O.R. Book 30044, Page 1819, Public Records of Broward County, Florida.

Mortgages, Assignments and Modifications:

1. Nothing Found

Other Property Liens:

1. Taxes for the year 2016 are Exempt.

Restrictions/Easements:

- 1. Rights of the lessees under unrecorded leases.
- 2. All matters contained on the Plat of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, as recorded in Plat Book 2, Page 17, Public Records of Miami-Dade County County, Florida.

- 3. Resolutions recorded in O.R. Book <u>22076</u>, <u>Page 112</u>; O.R. Book <u>27808</u>, <u>Page 939</u>; O.R. Book <u>28088</u>, <u>Page 357</u>; O.R. Book <u>31125</u>, <u>Page 1113</u>, Public Records of Broward County, Florida.
- 4. Park Agreement Harbour Lakes Estates recorded in O.R. Book <u>29982</u>, <u>Page 1210</u>, as amended in O.R. Book <u>30988</u>, <u>Page 239</u>, <u>Public Records of Broward County</u>, Florida.

Other Encumbrances:

1. Nothing Found

REAL PROPERTY TAX INFORMATION ATTACHED

Proposed Insured:

A 20-year name search was not performed on the proposed insured. It is the agent's responsibility to obtain a name search if a loan policy to be issued based on this product is other than a 100% purchase money mortgage.

STANDARD EXCEPTIONS

Unless satisfactory evidence is presented to the agent eliminating the need for standard exceptions, the following should be made a part of any commitment or policy.

- 1. General or special taxes and assessments required to be paid in the year 2017 and subsequent years.
- 2. Rights or claims of parties in possession not shown by the public records.
- 3. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
- 4. Easements or claims of easements not shown by the public records.
- 5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
- 6. Any owner policy issued pursuant hereto will contain under Schedule B the following exception: Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the lands insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.

- 7. Federal liens and judgment liens, if any, filed with the Florida Department of State pursuant to Sec. 713.901, et seq., F.S., and Sec. 55.201, et seq., F.S., respectively, which designate the Florida Department of State as the place for filing federal liens and judgment liens against personal property. For insuring purposes:
 - (a) Pursuant to Sec. 713.901, et seq., F.S., personal property includes, but is not limited to, mortgages, leaseholds, mortgages on leaseholds, interests in cooperative associations, vendees' interests, and options when those interests are held by a partnership, corporation, trust or decedent's estate; and
 - (b) Pursuant to Sec. 55.201, et seq., F.S., personal property includes, but is not limited to, leaseholds, interests in cooperative associations, vendees' interests, and options regardless of the type of entity holding such interests, including individuals. (Note: Mortgages have been specifically excluded from the personal property interests in which a judgment lien may be acquired under the provisions of Sec. 55.201, et seq., F.S.)
- 8. Any lien provided by County Ordinance or by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority, for unpaid service charges for services by any water systems, sewer systems or gas systems serving the land described herein; and any lien for waste fees in favor of any county or municipality.

The report does not cover bankruptcies or other matters filed in the Federal District Courts of Florida.

In foreclosure proceedings, title should be examined between the effective date of this report and the recording of the lis pendens to assure that all necessary and proper parties are joined. Consideration should be given to joining as defendants any persons in possession, other than the record owner, and any parties, other than those named herein, known to the plaintiff or the plaintiff's attorney and having or claiming an interest in the property.

Prior to issuance of any policy of title insurance underwritten by Old Republic National Title Insurance Company, the agent must obtain and evaluate a title search for the period between the effective date of this Title Search Report and the recording date(s) of the instrument(s) on which the policy is based.

If this product is not used for the purpose of issuing a policy, then the maximum liability for incorrect information is \$1,000.

Note: The Agent is responsible for obtaining underwriting approval on any commitment prepared from this product in the amount of \$1,000,000.00 or more.

Fund File Number: 425963

The information contained in this title search is being furnished by Attorneys' Title Fund Services, LLC. If this report is to be used by a title insurance agent for evaluation and determination of insurability by the agent prior to the issuance of title insurance, then the agent shall have liability for such work.

Provided For: Goren Cherof Doody & Ezrol P.A. Agent's File Reference: South Florida Water Management

After an examination of this search the Agent must:

- A. Evaluate all instruments, plats and documents contained in the report.
- B. Include in the Commitment under Schedule B, any additional requirements and/or exceptions you find necessary from your analysis of the surveys, prior title evidence or other relevant information from the transaction.
- C. Verify the status of corporations and limited partnerships and other business entities with the appropriate governmental agency or other authority.
- D. Determine whether the property has legal access.
- E. Determine if any unpaid municipal taxes or assessments exist, which are not recorded in the Official Records Books of the county.
- F. Determine whether any portion of the property is submerged or artificially filled, if the property borders a body of water, and if riparian or littoral rights exist.
- G. The information provided herein does not include a search of federal liens and judgment liens filed with the Florida Department of State pursuant to Sec. 713.901, et seq., F.S., and Sec. 55.201, et seq., F.S., respectively, which designate the Florida Department of State as the place for filing federal liens and judgment liens against personal property. For insuring purposes:
 - (a) Pursuant to Sec. 713.901, et seq., F.S., personal property includes, but is not limited to, mortgages, leaseholds, mortgages on leaseholds, interests in cooperative associations, vendees' interests, and options when those interests are held by a partnership, corporation, trust or decedent's estate; and
 - (b) Pursuant to Sec. 55.201, et seq., F.S., personal property includes, but is not limited to, leaseholds, interests in cooperative associations, vendees' interests, and options regardless of the type of entity holding such interests, including individuals. (Note: Mortgages have been specifically excluded from the personal property interests in which a judgment lien may be acquired under the provisions of Sec. 55.201, et seq., F.S.)

Prepared Date: March 17, 2017 Attorneys' Title Fund Services, LLC

Prepared by: Manny Proano, Examiner **Phone Number:** (800) 929-5791 x6247 **Email Address:** MProano2@TheFund.com

Effective Date of approved base title information: January 1, 1900

Effective Date of Search: March 13, 2017 at 11:00 PM

Apparent Title Vested in:

South Florida Water Management Ditristrict

Description of real property to be insured/foreclosed situated in Broward County, Florida.

East 1/2 of Tract 64, Section 23, Township 51 South. Range 39 East, of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION, MAP NO.1, according to the Plat thereof, recorded in Plat Book <u>2 at Page 17</u> of the Public Records of Miami-Dade County, Florida, said lands lying and being in Broward County, Florida.

Muniments of Title, including bankruptcy, foreclosure, quiet title, probate, guardianship and incompetency proceedings, if any, recorded in the Official Records Books of the county:

- 1. Warranty Deed from Michael Farkas and Phyllis Farkas to Morris Koltunovsky, recorded July 9, 1974 in O.R. Book <u>5863</u>, <u>Page 757</u>, Public Records of Broward County, Florida.
- 2. Quit Claim Deed from Morris Koltunovsky and Katherine Eaton Koltunovsky, his wife to Morris Koltunovsky, recorded May 8, 1989 in O.R. Book <u>16493</u>, <u>Page 653</u>, Public Records of Broward County, Florida.
- 3. Quit Claim Deed from Morris Koltunovsky to Isle Martinez, recorded September 11, 1989 in O.R. Book 16769, Page 475, Public Records of Broward County, Florida.
- 4. Quit Claim Deed from Ilse Martinez to Morris Koltunovsky, recorded September 11, 1991 in O.R. Book 18820, Page 485, Public Records of Broward County, Florida.
- 5. Warranty Deed from Morris Koltunovsky to Morris Koltunovsky, as Trustee of the Morris Koltunovsky Revocable Trust dated August 3, 1995, recorded June 11, 1997 in O.R. Book <u>26617, Page 343</u>, Public Records of Broward County, Florida.
- 6. Trustees Deed from Morris Koltunovsky, as Trustee of the Morris Koltunovsky Revocable Trust dated August 3, 1995 to South Florida Water Management District, recorded April 17, 2000 in O.R. Book 30425, Page 2002, Public Records of Broward County, Florida.

Mortgages, Assignments and Modifications:

1. Nothing Found

Other Property Liens:

1. Taxes for the year 2016 are Exempt.

Restrictions/Easements:

- 1. All matters contained on the Plat of FLORIDA FRUIT LANDS SUBDIVISION NO. 1, as recorded in Plat Book 2, Page 17, Public Records of Miami-Dade County, Florida
- Resolutions recorded in O.R. Book <u>20852</u>, <u>Page 694</u>; O.R. Book <u>22076</u>, <u>Page 112</u>; O.R. Book <u>27808</u>, <u>Page 939</u>; O.R. Book <u>28088</u>, <u>Page 357</u>; O.R. Book <u>28088</u>, <u>Page 288</u>; O.R. Book <u>28088</u>, <u>Page 327</u>; O.R. Book <u>28088</u>, <u>Page 302</u>; O.R. Book <u>31125</u>, <u>Page 1113</u>, Public Records of Broward County, Florida.

Other Encumbrances:

1. Nothing Found

REAL PROPERTY TAX INFORMATION ATTACHED

Proposed Insured:

A 20-year name search was not performed on the proposed insured. It is the agent's responsibility to obtain a name search if a loan policy to be issued based on this product is other than a 100% purchase money mortgage.

STANDARD EXCEPTIONS

Unless satisfactory evidence is presented to the agent eliminating the need for standard exceptions, the following should be made a part of any commitment or policy.

- 1. General or special taxes and assessments required to be paid in the year 2017 and subsequent years.
- 2. Rights or claims of parties in possession not shown by the public records.
- 3. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
- 4. Easements or claims of easements not shown by the public records.
- 5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

- 6. Any owner policy issued pursuant hereto will contain under Schedule B the following exception: Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the lands insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.
- 7. Federal liens and judgment liens, if any, filed with the Florida Department of State pursuant to Sec. 713.901, et seq., F.S., and Sec. 55.201, et seq., F.S., respectively, which designate the Florida Department of State as the place for filing federal liens and judgment liens against personal property. For insuring purposes:
 - (a) Pursuant to Sec. 713.901, et seq., F.S., personal property includes, but is not limited to, mortgages, leaseholds, mortgages on leaseholds, interests in cooperative associations, vendees' interests, and options when those interests are held by a partnership, corporation, trust or decedent's estate; and
 - (b) Pursuant to Sec. 55.201, et seq., F.S., personal property includes, but is not limited to, leaseholds, interests in cooperative associations, vendees' interests, and options regardless of the type of entity holding such interests, including individuals. (Note: Mortgages have been specifically excluded from the personal property interests in which a judgment lien may be acquired under the provisions of Sec. 55.201, et seq., F.S.)
- 8. Any lien provided by County Ordinance or by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority, for unpaid service charges for services by any water systems, sewer systems or gas systems serving the land described herein; and any lien for waste fees in favor of any county or municipality.

The report does not cover bankruptcies or other matters filed in the Federal District Courts of Florida.

In foreclosure proceedings, title should be examined between the effective date of this report and the recording of the lis pendens to assure that all necessary and proper parties are joined. Consideration should be given to joining as defendants any persons in possession, other than the record owner, and any parties, other than those named herein, known to the plaintiff or the plaintiff's attorney and having or claiming an interest in the property.

Prior to issuance of any policy of title insurance underwritten by Old Republic National Title Insurance Company, the agent must obtain and evaluate a title search for the period between the effective date of this Title Search Report and the recording date(s) of the instrument(s) on which the policy is based.

If this product is not used for the purpose of issuing a policy, then the maximum liability for incorrect information is \$1,000.

Note: The Agent is responsible for obtaining underwriting approval on any commitment prepared from this product in the amount of \$1,000,000.00 or more.

Exhibit E. Sketch and Legal Description of Land to be Declared Surplus

LEGAL DESCRIPTION:

PORTIONS OF TRACTS 33 AND 48, SECTION 23, TOWNSHIP 51 SOUTH, RANGE 39 EAST, FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION No. 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 17 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, SAID PORTIONS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 (SOUTHWEST ONE-QUARTER) OF SAID SECTION 23; THENCE SOUTH 01*46'38" EAST, ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 (SOUTHWEST ONE-QUARTER), 65.21 FEET; THENCE SOUTH 89'52'07" WEST 15.01 FEET TO THE POINT OF BEGINNING ON THE EAST LINE OF SAID TRACT 33; THENCE, DEPARTING SAID EAST TRACT LINE, SOUTH 89 52'07" WEST, 1306.43 FEET TO TO A POINT ON THE WEST LINE OF SAID TRACT 33; THENCE NORTH 01'45'38" WEST, ALONG SAID WEST LINE, 50.23 FEET TO THE NORTHWEST CORNER OF SAID TRACT 33 AND A POINT ON A LINE LYING 15.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SOUTHWEST 1/4 (SOUTHWEST ONE-QUARTER); THENCE NORTH 89'52'11" EAST, ALONG SAID PARALLEL LINE AND THE NORTH LINE OF SAID TRACT 33, 1306.42 FEET TO THE NORTHEAST CORNER OF SAID TRACT 33 AND A POINT ON A LINE LYING 15.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST 1/4 (SOUTHWEST ONE-QUARTER); THENCE SOUTH 01'46'38" EAST, ALONG SAID PARALLEL LINE AND THE EAST LINE OF SAID TRACT 33, 50.22 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

THE NORTH 50.00 FEET OF SAID TRACT 48, LYING WITHIN 65.00 FEET OF THE NORTH LINE OF THE SOUTHWEST 1/4 (SOUTWEST ONE-QUARTER) OF SAID SECTION 23 AND LYING 15.00 FEET EAST OF THE WEST LINE OF THE SOUTHWEST 1/4 (SOUTHWEST ONE-QUARTER) OF SAID SECTION 23.

SAID LANDS SITUATE AND BEING IN THE CITY OF MIRAMAR, BROWARD COUNTY FLORIDA, CONTAINING 130,900 SQUARE FEET (3.005 ACRES) MORE OR LESS.

FOLIO NUMBER: 513923010060

SURVEY NOTES:

- 1. CALVIN, GIORDANO & ASSOCIATES. DID NOT RESEARCH TITLE FOR THIS PROPERTY. THE PLATS, RIGHTS-OF-WAY, AND EASEMENTS AS SHOWN HEREON ARE PER THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA AS FOUND ON THE BROWARD COUNTY PROPERTY APPRAISER'S AND CLERK OF THE COURT'S WEB SITES.
- THIS SKETCH AND DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA PROFESSIONAL SURVEYOR & MAPPER. 3. BEARINGS SHOWN HEREON ARE REFERENCED TO THE NORTH AMERICAN DATUM OF 1983 WITH THE 1990 ADJUSTMENT APPLIED AS CONVERTED BY THE BROWARD COUNTY ENGINEERING DEPARTMENT FROM NORTH AMERICAN DATUM OF 1927 USING THE CRAVEN THOMPSON AND ASSOCIATES RESURVEY OF ALL OF TOWNSHIP 51 SOUTH, RANGE 39 EAST RECORDED IN MISCELLANEOUS PLAT BOOK 6, PAGE 20, BROWARD COUNTY PUBLIC RECORDS WITH A REFERENCE BEARING OF NORTH 89.52'11" EAST ALONG THE NORTH LINE OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 23, TOWNSHIP 51 SOUTH, RANGE
- 4. THIS SKETCH AND DESCRIPTION DOES NOT CONSTITUTE A BOUNDARY SURVEY.
 5. IT IS A VIOLATION OF THE STANDARDS OF PRACTICE, RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE TO ALTER THIS SURVEY WITHOUT THE EXPRESS PRIOR WRITTEN CONSENT OF THE SURVEYOR. ADDITIONS AND/OR DELETIONS MADE TO THE FACE OF THIS SKETCH AND DESCRIPTION WILL RENDER IT INVALID.

CERTIFICATION:

I DO HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION WAS DONE UNDER MY DIRECT SUPERVISION AND IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER STATE THAT THIS SKETCH AND DESCRIPTION WAS COMPLETED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE FOR SURVEYING AND MAPPING AS STATED IN RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO FLORIDA STATUTES CHAPTER 472.027.

DATED: JUNE 30, 2017

CALVIN, GIORDANO & ASSOCIATES, INC.

SIGNATURE. MICHAEL M. MOSSEY

> PROFESSIONAL SURVEYOR AND MAPPER FLORIDA REGISTRATION NO. 5660

Calvin, Giordano & Associates, Inc. EXCEPTIONAL SOLUTIONS" 1800 Eller Drive, Suite 600, Fort Lauderdale, Florida 33316 one: 954.921.7781 • Fax: 954.921.8807

PORTIONS OF TRACTS 33 AND 48, FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION No. 1, PLAT BOOK 2, PAGE 17, M.D.C.R SECTION 23-51-39 CITY OF MIRAMAR, BROWARD COUNTY, FLORIDA

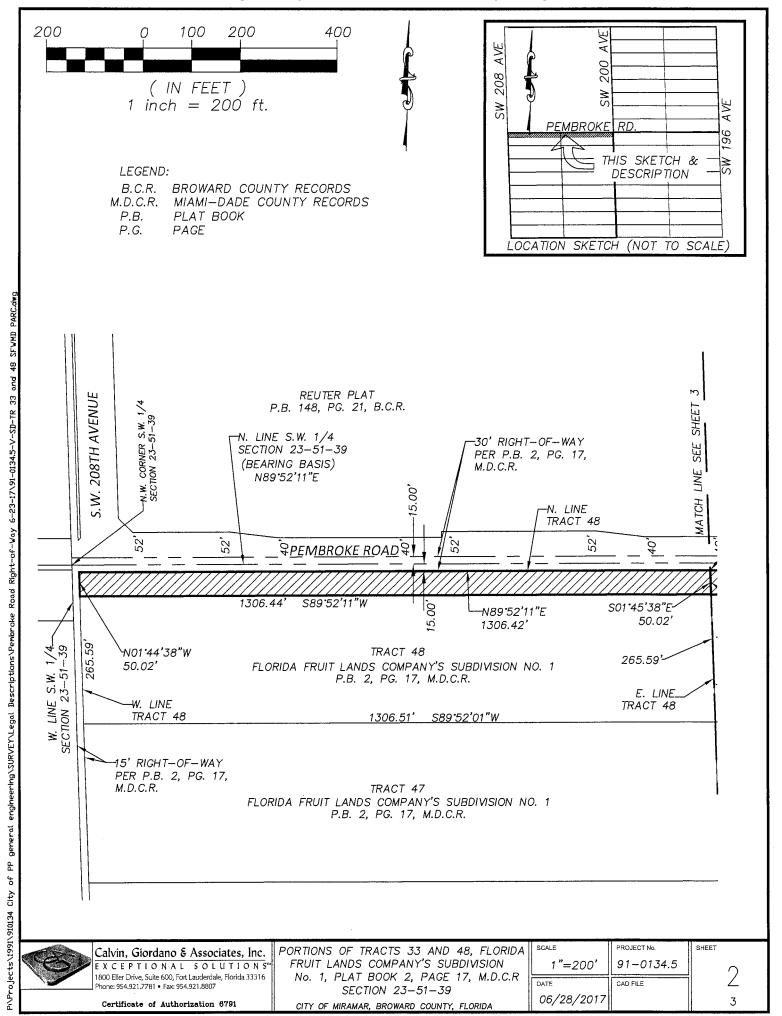
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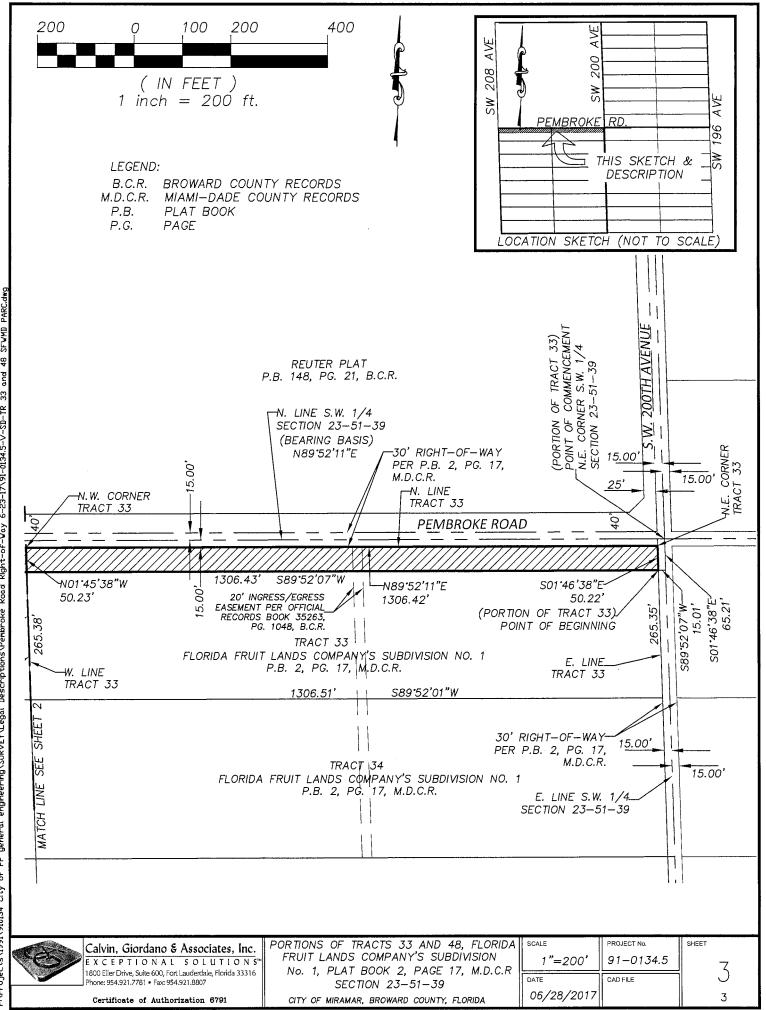
PROJECT No.

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SHEET

Certificate of Authorization 6791





general engineering\SURVEY\Legal Descriptions\Pembroke Road Right-of-Way 6-23-17\91-0134,5-V-SI-TR 33 and 48 SFWMD PARC.dwg , of r city Pi\Projects\1991\910134

Exhibit E. Sketch and Legal Description of Land to be Declared Surplus, Page 4

LEGAL DESCRIPTION:

A PORTION OF TRACT 64, SECTION 23, TOWNSHIP 51 SOUTH, RANGE 39 EAST, FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION No. 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 17 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTH 90.00 FEET OF THE WEST 1/2 (WEST ONE-HALF) OF SAID TRACT 64, LYING WITHIN 105.00 FEET OF THE NORTH LINE OF THE SOUTHEAST 1/4 (SOUTHEAST ONE-QUARTER) OF SAID SECTION 23 AND LYING 15.00 FEET WEST OF THE WEST LINE OF THE SOUTHEAST 1/4 (SOUTHEAST ONE-QUARTER) OF SAID SECTION 23.

SAID LANDS SITUATE AND BEING IN THE CITY OF MIRAMAR, BROWARD COUNTY FLORIDA, CONTAINING 58,790 SQUARE FEET (1.350 ACRES) MORE OR LESS.

FOLIO NUMBER: 513923010180

SURVEY NOTES:

- 1. CALVIN, GIORDANO & ASSOCIATES. DID NOT RESEARCH TITLE FOR THIS PROPERTY. THE PLATS, RIGHTS—OF—WAY, AND EASEMENTS AS SHOWN HEREON ARE PER THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA AS FOUND ON THE BROWARD COUNTY PROPERTY APPRAISER'S AND CLERK OF THE COURT'S WEB SITES.
- 2. THIS SKETCH AND DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA PROFESSIONAL SURVEYOR & MAPPER.

 3. BEARINGS SHOWN HEREON ARE REFERENCED TO THE NORTH AMERICAN DATUM OF 1983 WITH THE 1990 ADJUSTMENT APPLIED AS CONVERTED BY THE BROWARD COUNTY ENGINEERING DEPARTMENT FROM NORTH AMERICAN DATUM OF 1927 ON THE CRAVEN THOMPSON AND ASSOCIATES RESURVEY OF ALL OF TOWNSHIP 51 SOUTH, RANGE 39 EAST RECORDED IN MISCELLANEOUS PLAT BOOK 6, PAGE 20, BROWARD COUNTY PUBLIC RECORDS WITH A REFERENCE BEARING OF NORTH 89'52'12" EAST ALONG THE NORTH LINE OF THE SOUTHEAST ONE—QUARTER (S.E. 1/4) OF SECTION 23, TOWNSHIP 51 SOUTH, RANGE 3.9 FAST.
- 4. THIS SKETCH AND DESCRIPTION DOES NOT CONSTITUTE A BOUNDARY SURVEY.
- 5. IT IS A VIOLATION OF THE STANDARDS OF PRACTICE, RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE TO ALTER THIS SURVEY WITHOUT THE EXPRESS PRIOR WRITTEN CONSENT OF THE SURVEYOR. ADDITIONS AND/OR DELETIONS MADE TO THE FACE OF THIS SKETCH AND DESCRIPTION WILL RENDER IT INVALID.

CERTIFICATION:

engineering\SURVEY\Legal

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I DO HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION WAS DONE UNDER MY DIRECT SUPERVISION AND IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER STATE THAT THIS SKETCH AND DESCRIPTION WAS COMPLETED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE FOR SURVEYING AND MAPPING AS STATED IN RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO FLORIDA STATUTES CHAPTER 472,027.

mmul

DATED: JUNE 27, 2017

CALVIN, GIORDANO & ASSOCIATES, INC

PROFESSIONAL SURVEYOR AND MAPPER

Certificate of Authorization 6791

FLORIDA REGISTRATION NO. 5660

Calvin, Giordano & Associates, Inc.

E X C E P T I O N A L S O L U T I O N S™
1800 Eller Drive, Suite 600, Fort Lauderdale, Florida 33316
Phone: 954.921.7781 • Fax: 954.921.8807

A PORTION OF TRACT 64, FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION No. 1, PLAT BOOK 2, PAGE 17, M.D.C.R SECTION 23-51-39

CITY OF MIRAMAR, BROWARD COUNTY, FLORIDA

1"=200' 91-0134.5

DATE CAD FILE CAD FILE

PROJECT No.

SCALE

SHEET

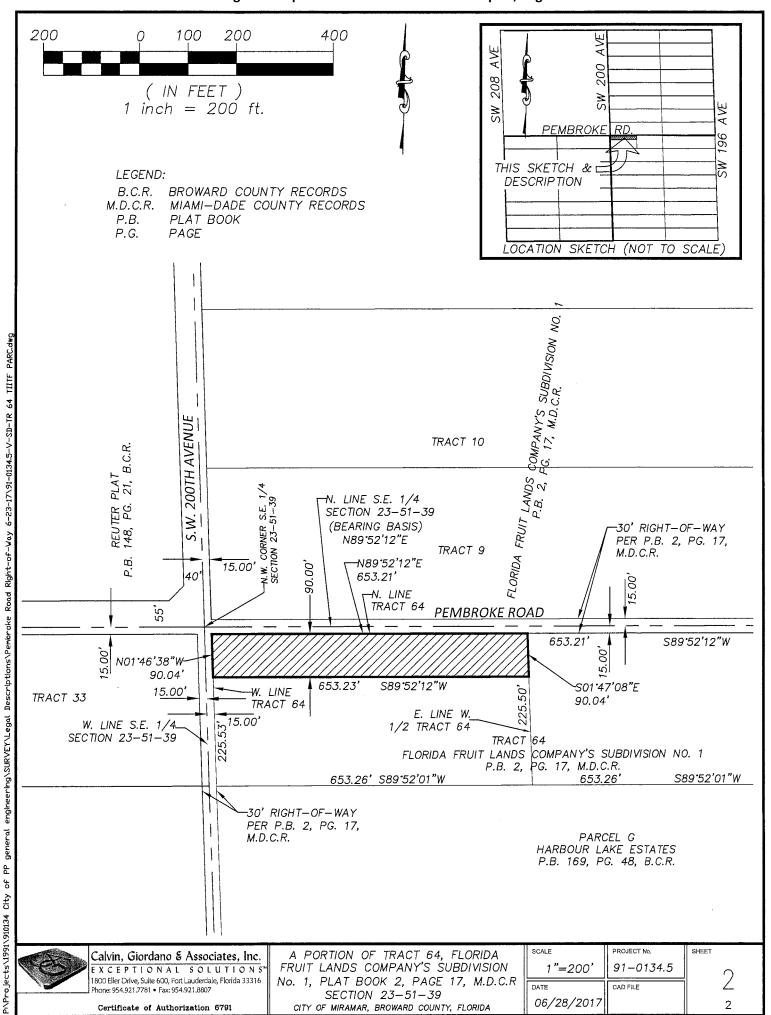


Exhibit E. Sketch and Legal Description of Land to be Declared Surplus, Page 6

LEGAL DESCRIPTION:

A PORTION OF TRACT 64, SECTION 23, TOWNSHIP 51 SOUTH, RANGE 39 EAST, FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION No. 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 17 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTH 90.00 FEET OF THE EAST 1/2 (EAST ONE-HALF) OF SAID TRACT 64, LYING WITHIN 105.00 FEET OF THE NORTH LINE OF THE SOUTHEAST 1/4 (SOUTHEAST ONE-QUARTER) OF SAID SECTION 23.

SAID LANDS SITUATE AND BEING IN THE CITY OF MIRAMAR, BROWARD COUNTY FLORIDA, CONTAINING 58,790 SQUARE FEET (1.350 ACRES) MORE OR LESS.

FOLIO NUMBER: 513923010181

SURVEY NOTES:

- 1. CALVIN, GIORDANO & ASSOCIATES. DID NOT RESEARCH TITLE FOR THIS PROPERTY. THE PLATS, RIGHTS-OF-WAY, AND EASEMENTS AS SHOWN HEREON ARE PER THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA AS FOUND ON THE BROWARD COUNTY PROPERTY APPRAISER'S AND CLERK OF THE COURT'S WEB SITES.
- THIS SKETCH AND DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA PROFESSIONAL SURVEYOR & MAPPER. 3. BEARINGS SHOWN HEREON ARE REFERENCED TO THE NORTH AMERICAN DATUM OF 1983 WITH THE 1990 ADJUSTMENT APPLIED AS CONVERTED BY THE BROWARD COUNTY ENGINEERING DEPARTMENT FROM NORTH AMERICAN DATUM OF 1927 ON THE CRAVEN THOMPSON AND ASSOCIATES RESURVEY OF ALL OF TOWNSHIP 51 SOUTH, RANGE 39 EAST RECORDED IN MISCELLANEOUS PLAT BOOK 6, PAGE 20, BROWARD COUNTY PUBLIC RECORDS WITH A REFERENCE BEARING OF NORTH 89°52'12" EAST ALONG THE NORTH LINE OF THE SOUTHEAST ONE—QUARTER (S.E. 1/4) OF SECTION 23, TOWNSHIP 51 SOUTH, RANGE
- 4. THIS SKETCH AND DESCRIPTION DOES NOT CONSTITUTE A BOUNDARY SURVEY.
- 5. IT IS A VIOLATION OF THE STANDARDS OF PRACTICE, RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE TO ALTER THIS SURVEY WITHOUT THE EXPRESS PRIOR WRITTEN CONSENT OF THE SURVEYOR. ADDITIONS AND/OR DELETIONS MADE TO THE FACE OF THIS SKETCH AND DESCRIPTION WILL RENDER IT INVALID.

CERTIFICATION:

I DO HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION WAS DONE UNDER MY DIRECT SUPERVISION AND IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER STATE THAT THIS SKETCH AND DESCRIPTION WAS COMPLETED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE FOR SURVEYING AND MAPPING AS STATED IN RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO FLORIDA STATUTES CHAPTER 472.027.

DATED: JUNE 27, 2017

CALVIN. GIORDANO & ASSOCIATES

SIGNATURE MICHAEL M. MOSSEY

PROFESSIONAL SURVEYOR AND MAPPER

FLORIDA REGISTRATION NO. 5660

Calvin, Giordano & Associates, Inc. EXCEPTIONAL SOLUTIONS" 1800 Eller Drive, Suite 600, Fort Lauderdale, Florida 33316 one: 954.921.7781 • Fax: 954.921.8807

Certificate of Authorization 6791

A PORTION OF TRACT 64, FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION No. 1, PLAT BOOK 2, PAGE 17, M.D.C.R SECTION 23-51-39

CITY OF MIRAMAR, BROWARD COUNTY, FLORIDA

06/27/2017

SCALE

1"=200' 91 - 0134.5CAD FILE

PROJECT No.

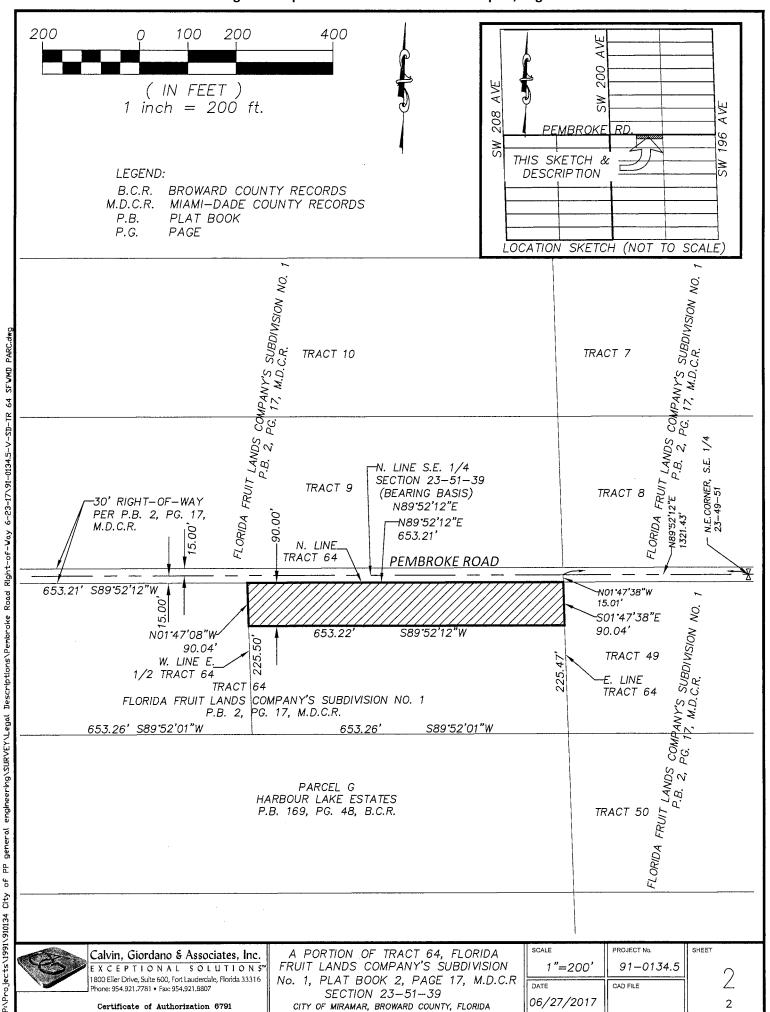
SHEET

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Pr/Projects/1991/910134



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Exhibit F. Delineation of Proposed Right of Way

Exhibit F. Delineation of Proposed Right of Way



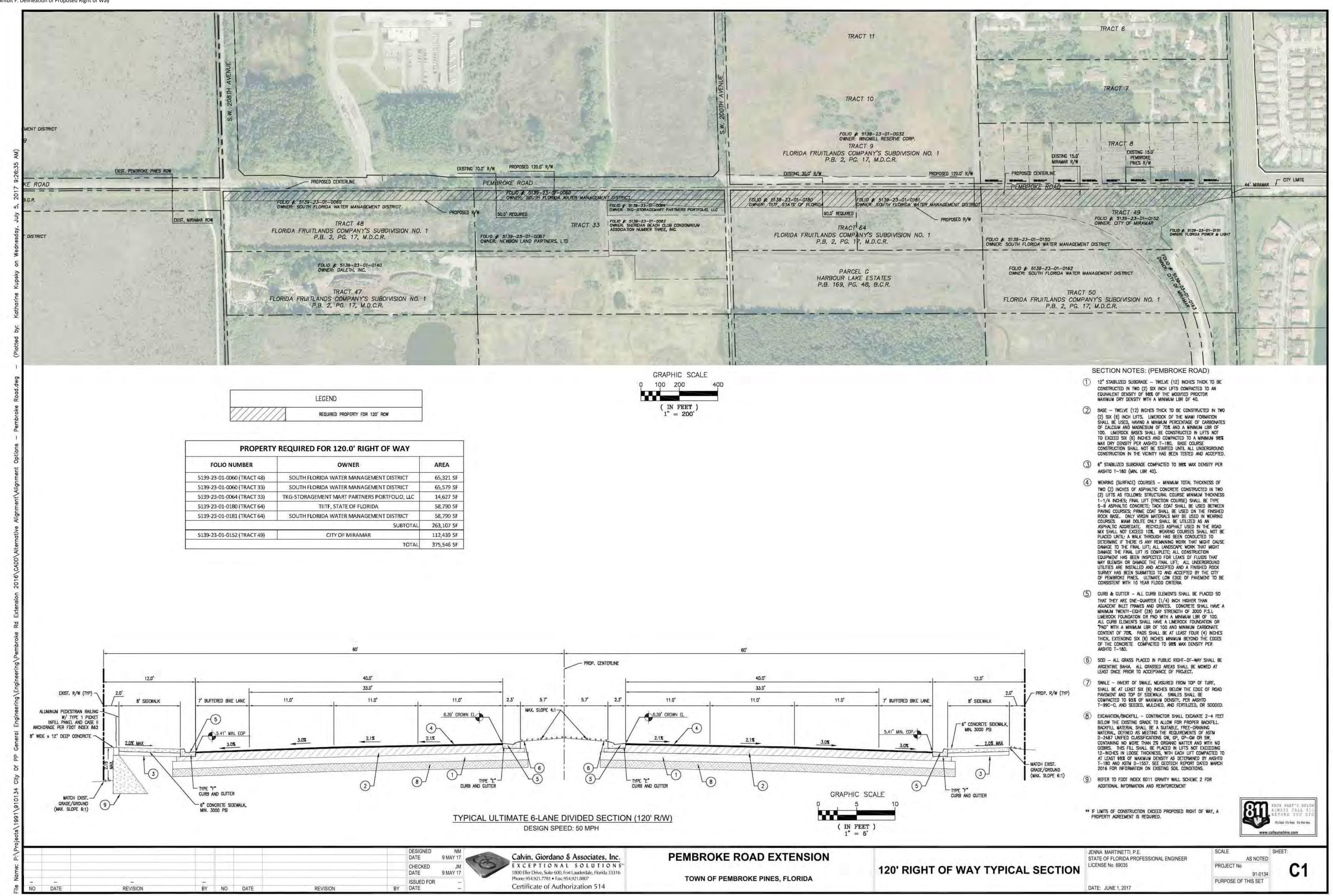


Exhibit G. Property Record Cards for Conservation Land	S

Exhibit G. Property Record Cards for Conservation Lands, Page 1



Site Address	20701 PEMBROKE ROAD, PEMBROKE PINES FL 33029
Property Owner	REUTER RECYCLING OF FL INC % WASTE MANAGEMENT INC
Mailing Address	PO BOX 1450 CHICAGO IL 60690-1450

ID#	5139 23 03 0010
Millage	2613
Use	41

Abbreviated	REUTER PLAT 148-21 B PARCEL 'A' LESS POR DESC AS COMM AT NW COR SAID SEC
	23, E 15.01,S 15.01 TO POB;S 640.26 E 640.26,N 640.26,W 640.26 TO POB;AS DESC IN
Description	OR 18637/905 & LESS PT DESC'D IN OR 29281/768

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

C	Property Assessment Values Click here to see 2016 Exemptions and Taxable Values as reflected on the Nov. 1, 2016 tax bill.							
Year Land Building / Just / Market Assessed / Improvement Value SOH Value Tax								
2017	\$8,467,200	\$9,627,800	\$18,095,000	\$18,095,000				
2016	\$8,467,200	\$9,065,420	\$17,532,620	\$17,091,740	\$401,932.60			
2015	\$8,467,200	\$7,070,750	\$15,537,950	\$15,537,950	\$375,240.06			

2017 Exemptions and Taxable Values by Taxing Authority							
	County	School Board	Municipal	Independent			
Just Value	\$18,095,000	\$18,095,000	\$18,095,000	\$18,095,000			
Portability	0	0	0	0			
Assessed/SOH	\$18,095,000	\$18,095,000	\$18,095,000	\$18,095,000			
Homestead	0	0	0	0			
Add. Homestead	0	0	0	0			
Wid/Vet/Dis	0	0	0	0			
Senior	0	0	0	0			
Exempt Type	0	0	0	0			
Taxable	\$18,095,000	\$18,095,000	\$18,095,000	\$18,095,000			

		Sales	History		Land Calculations Price Factor Ty		
Date	Type	Price	Book/Page or CIN	Price	Price Factor		
				\$5.00	1,403,400	SF	
				\$0.35	\$0.35 4,018,970		
				\$0.10	\$0.10 435,600		
				1			
				Adj. Bldg. S.F. (Card, Sketch) 301		301962	
	<u></u>			Eff./A	ct. Year Built: 1975/19	964	

Special Assessments								
Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
26			5W					
W			5W					
301962			134.48					

SW 13 MANOR Page 1 of 1

Exhibit G. Property Record Cards for Conservation Lands, Page 2



Site Address	SW 13 MANOR, PEMBROKE PINES FL 33029	ID#	513
- 10 - 10 - 10 - 10 - 10 - 10 - 10 - 10	WINDMILL RESERVE HO ASSN INC	Millage	
	%NEXTGEN MANAGEMENT LLC	Use	
Mailing Address	1495 NORTH PARK DRIVE WESTON FL 33326		

ID#	5139 23 01 0032
Millage	2613
Use	09

Abbreviated	FLA FRUIT LANDS CO SUB NO 1 2-17 D 23-51-39 TR 9 THRU 11
Legal	
Description	

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

Clic	Property Assessment Values Click here to see 2016 Exemptions and Taxable Values as reflected on the Nov. 1, 2016 tax bill.						
Year Land Building / Just / Market SOH Value Tax							
2017	\$10		\$10	\$10	1		
2016	\$10		\$10	\$10			
2015	\$10		\$10	\$10			

2017 Exemptions and Taxable Values by Taxing Authority						
	County	School Board	Municipal	Independent		
Just Value	\$10	\$10	\$10	\$10		
Portability	0	0	0	0		
Assessed/SOH	\$10	\$10	\$10	\$10		
Homestead	0	0	0	0		
Add. Homestead	0	0	0	0		
Wid/Vet/Dis	0	0	0	0		
Senior	0	0	0	0		
Exempt Type 20	\$10	\$10	\$10	\$10		
Taxable	0	0	0	0		

Sales History						
Date	Type	Price	Book/Page or CIN			
3/30/2017	SW*-T	\$100	114296849			
12/3/2014	QC*-T	\$100	112679991			
10/15/2014	QC*-T	\$100	112590497			
11/13/2000	WD*	\$2,019,400	31049 / 633			
8/19/1996	PR*	\$100	28244 / 266			

Land Calculations					
Price	Factor	Type			
\$15,251	29.27	AC			
Adj. Bldg					

^{*} Denotes Multi-Parcel Sale (See Deed)

	Special Assessments							
Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
26			BE					
V			BE					
1			30					

SW 13 MANOR Page 1 of 1

Exhibit G. Property Record Cards for Conservation Lands, Page 3



Site Address	SW 13 MANOR, PEMBROKE PINES FL 33029	ID
Property Owner	WINDMILL RESERVE HO ASSN INC %NEXTGEN MANAGEMENT LLC	M Us
Mailing Address	1495 NORTH PARK DRIVE WESTON FL 33326	

ID#	5139 23 01 0021
Millage	2613
Use	09

Abbreviated	FLA FRUIT LANDS CO SUB NO 1 2-17 D 23-51-39 TR 12 THRU 14,LESS E 25 OF TR 14
Legal	
Description	

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

Clic	Property Assessment Values Click here to see 2016 Exemptions and Taxable Values as reflected on the Nov. 1, 2016 tax bill.							
Year Land Building / Just / Market Assessed / Value Tax								
2017	\$10		\$10	\$10				
2016	\$10		\$10	\$10				
2015	\$10		\$10	\$10				

2017 Exemptions and Taxable Values by Taxing Authority						
	County	School Board	Municipal	Independent		
Just Value	\$10	\$10	\$10	\$10		
Portability	0	0	0	0		
Assessed/SOH	\$10	\$10	\$10	\$10		
Homestead	0	0	0	0		
Add. Homestead	0	0	0	0		
Wid/Vet/Dis	0	0	0	0		
Senior	0	0	0	0		
Exempt Type 20	\$10	\$10	\$10	\$10		
Taxable	0	0	0	0		

Sales History								
Date	Type	Price	Book/Page or CIN					
3/30/2017	SW*-T	\$100	114296849					
12/3/2014	QC*-T	\$100	112679991					
10/15/2014	QC*-T	\$100	112590497					
11/13/2000	WD*	\$2,019,400	31049 / 633					
8/19/1996	PR*	\$100	28244 / 266					

Land Calculations							
Price	Factor	Type					
\$15,251	29.53	AC					
Adj. Bldg							

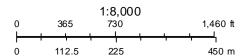
^{*} Denotes Multi-Parcel Sale (See Deed)

Special Assessments									
Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc	
26			BE						
V			BE						
1			29.53						

Exhibit H. Parcel location Maps for Conservation Lands

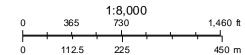


June 21, 2017





June 21, 2017





June 21, 2017

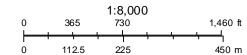


Exhibit I. Conservation Easement for Reuter Property

BK23786PG098

95-346430 T#001 08-14-95 11:32AM \$ 0.70 DOCU. STAMPS-DEED RECVD. BROWARD CTY B. JACK OSTERHOLT COUNTY ADMIN.

DEED OF CONSERVATION EASEMENT

WITNESSETH

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

WHEREAS, the Grantor-desires to construct (name of project)

Kenter feeding Fully ("Project") upon

certain lands owned by Grantor situated adjacent to the property
which project will impact wetlands under the regulatory
jurisdiction of the Broward County Department of Natural
Resources Protection ("DNRP"); and

WHEREAS, DNRP License No. $\underline{\text{DF95-1014}}$ ("License") authorizes such impacts to wetlands on the Project site; and

WHEREAS, the Grantor has developed and proposed as part of the license conditions a conservation tract involving enhancement and preservation of the wetland systems on the Property; and

WHEREAS, the Grantor, in consideration of the consent granted by License No. <u>DF95-1014</u>, is agreeable to granting and securing to the Grantee a perpetual conservation easement as defined in Section 704.06, Florida Statutes (1993), over the Property.

NOW, THEREFORE, in consideration of the issuance of License No. <u>DF95-1014</u>, to construct and operate the Project, Grantor hereby grants, creates and establishes a perpetual conservation easement for the Grantee upon the Property which shall run with the land and be binding upon the Grantor, its heirs, successors and easigns hereinafter, "Grantor", and shall remain in full force and effect forever.

The scope, nature, and character of this conservation easement shall be as follows:

1. It is the purpose of this Conservation Easement to retain land or water areas of the Property predominantly in their natural, scenic, open, agricultural or wooded condition and to retain such areas as suitable habitat for fish, plants or wildlife. It is the purpose and intent of this Conservation

Approved BCC 8/8/95 # 59
Submitted By DNRP

RETURN TO DECUMENT CONTROL

Bk.

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

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

the rights herein granted.

County Code of Ordinances.

- (a) To enter upon the Property in a reasonable manner and at reasonable times to ensure compliance and to enforce
- (b) To enjoin any activity on or use of the Property that is inconsistent with this Conservation Easement and to enforce the restoration of such areas or features of the Property that may be damaged by any inconsistent activity and/or use. Grantee shall be entitled to recover the cost of restoring the Property to the natural vegetative and hydrologic condition existing at the time of execution of this Conservation Easement or, with respect to included wetlands which are to be enhanced or created as specified in the aforementioned License, to the vegetative and hydrologic condition required by the aforementioned License. These remedies

are in addition to any other remedy, fine or penalty which may be applicable under Chapter 27, Broward

- 2. The following activities are prohibited in or on the Property:
 - (a) Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground.
 - (b) Dumping or placing of soil or other substances or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;
 - (c) Removal or destruction of trees, shrubs, or other vegetation, except for removal of exotic vegetation as approved by the DNRP;
 - (d) Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface;
 - (e) Surface use except for purposes that permit the land or water area to remain in its natural condition;

- (f) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation; including but not limited to diking and fencing;
- (g) Acts or uses detrimental to said aforementioned retention and maintenance of land or water areas; and
- (h) Acts or uses detrimental to the preservation of any features or aspects of the property having historical, archeological or cultural significance.
- 3. Grantor reserves all rights as owner of the Property, including the right to engage in uses of the Property that are not prohibited herein.
- 4. No right of access by the general public to any portion of the Property is conveyed by the Conservation Easement.
- 5. Grantee shall not be responsible for any costs or liabilities related to the operation, upkeep and maintenance of the Property in the natural vegetative and hydrologic condition, existing at the time of the execution of this Conservation teasement, including the maintenance of enhanced or created wetlands in the vegetative and hydrologic condition required by hold harmless the Grantee from the same.
- 6. Grantor shall pay any and all real property taxes and assessments levied by competent authority on the Property.
- The terms and conditions of this Conservation Easement may be enforced by the Grantee by injunctive relief and other appropriate available remedies. Any costs including but not limited to reasonable attorneys' fee and administrative trial and appellate court costs which are incurred in enforcing, judicially or otherwise, the terms and restrictions of this Conservation Easement, shall be borne by and recoverable against the nonprevailing party in such proceedings. In any action in which the Grantee prevails, the Grantee shall be entitled to recover the cost of restoring the Property to the natural vegetative and hydrologic condition existing at the time of execution of this Conservation Easement or with respect to included wetlands which are to be enhanced or created as specified in the aforementioned Licence, to the vegetative and hydrologic condition required by the aforementioned License. Venue for said actions shall be exclusively in the Seventeenth Judicial Circuit, in and for Broward County, Florida. These remedies are in addition to any other remedy, fine or penalty which may be applicable under Chapter 27 of the Broward County Code of Ordinances.
- 8. Enforcement of the terms and provisions of the Conservation Easement shall be at the reasonable discretion of Grantee, and any forbearance on behalf of Grantee to exercise its

rights hereunder in the event of any breach hereof by Grantor, shall not be deemed or construed to be a waiver of Grantee's rights hereunder.

- 9. Grantee will hold this Conservation Easement exclusively for conservation purposes. Grantee will not assign its rights and obligations under this Conservation Easement except to another organization qualified to hold such interests under the applicable state laws.
- 10. Grantor's obligation to retain and maintain the Property forever predominantly in the vegetative and hydrologic condition as herein specified shall run with the land and shall be binding upon the Grantor and its successors and assigns and shall inure to the benefit of the Grantæ, and its successors and assigns.
- 11. 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.
- 12. All notices, consents, approvals or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.
- 13. The terms, conditions, restrictions and purpose of this Conservation Easement shall be inserted by Grantor in any subsequent deed or other legal instrument by which Grantor divests itself of any interest in the Property. Any future holder of the Grantor's interest in the Property shall be notified in writing by Grantor of this Conservation Easement.
- 14. This Conservation Easement may be amended, altered, released or revoked only by written agreement between the parties hereto or their heirs, assigns and successor-in-interest, which shall be filed in the public records in Broward County.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns forever. This Conservation Easement shall be recorded in the Public Records of Broward County and the covenants, terms, conditions, restrictions and purpose imposed with this Conservation Easement shall not only be binding upon Grantor, but also its agents, heirs, successors and assigns, and shall continue as a servitude running in perpetuity with the Property. This Conservation Easement shall not be recorded in the Public Records until after its formal acceptance by the Broward County Board of County Commissioners.

Grantor hereby covenants with said Grantee that Grantor is lawfully seized of said property in fee simple; that Grantor has

good right and lawful authority to convey this Conservation Easement; and that it hereby fully warrants and defends the title to the Conservation Easement hereby conveyed against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, David V. Pendleton has hereunto set its authorized hand this ____ day of May, 1995.

REUTER RECYCLING OF FLORIDA, INC., a Florida corporation Signed, sealed and delivered in our presence as witnesses: By: Navid 1/ 6 (Print Name) Donnell Herstand

Title: Vice-President

/CXas STATE OF FLORIDA

COUNTY OF HARRIS

On this /84 day of May, 1995 before me, the undersigned notary public, personally appeared David V. Pendleton, personally known to me or who has produced _____ as identification and is the person who subscribed to the foregoing instrument and who did/did not take an oath, as the (position) Vice-President, of (corporation) Reuter Recycling of Florida, Inc., a Florida corporation, and acknowledged that he executed the same on behalf of said corporation and what he was duly authorized to do so.

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

NOTARY PUBLIC, STATE OF FLORIDA

MY COMMISSION EXPIRES:

Print Name: David V. Pendleton

NAME:

COMMISSION NO.:



CONSENT OF MORTGAGEE

U S WEST FINANCIAL SERVICES, INC., being the owner and holder of that certain Mortgage and Security Agreement dated as of March 1, 1990 by Reuter Recycling of Florida, Inc., a Florida corporation, in favor of U S West Financial Services, Inc., a Colorado corporation, recorded March 13, 1990 in Official Records Book 17236, Page 507, as amended by that certain Receipt for Advance dated November 25, 1992 and recorded December 3, 1992 in Official Records Book 20127, Page 550, both of the Public Records of Broward County, Florida, does hereby consent to the foregoing Deed of Conservation Easement by Reuter Recycling of Florida, Inc. in favor of Broward County, a political subdivision of the State of Florida, its successors and assigns.

IN WITNESS WHEREOF, this Consent of Mortgagee has been executed this // day of May, 1995.

in the presence of:

Signed, sealed and delivered U S WEST FINANCIAL SERVICES, INC., a Colorado corporation

Print Name: DAVIA V. PENDLETON

President Title:

Address: 6200 S. Quebec Street

Suite 350

Englewood, CO 80111

TEXAS STATE OF COLORADO HARRIS COUNTY OF ARREANCE

The foregoing instrument was acknowledged before me this day of May, 1995, by Richard A. Post, as President of U.S. WEST FINANCIAL SERVICES, INC., a Colorado corporation, on behalf of the corporation. He is personally known to me or has produced a driver's license as identification.

Printed Name of Notary Public

My Commission Expires:



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BK23786PG0995

CONSENT OF MORTGAGEE

FIRST UNION NATIONAL BANK OF FLORIDA ("First Union"), being the Trustee pursuant to Trust Indenture dated as of March 1, 1993 ("Trust Indenture") with the City of Pembroke Pines, Florida ("Pembroke Pines"), as holder of a Mortgage and Security Agreement dated as of March 1, 1993 by Reuter Recycling of Florida, Inc., a Florida corporation, in favor of Pembroke Pines, recorded April 1, 1993 in Official Records Book 20511, Page 877 of the Public Records of Broward County, Florida, which Mortgage and Security Agreement was assigned by Pembroke Pines to First Union pursuant to the March was assigned by Pembroke Pines to First Union pursuant to the Trust Indenture, does hereby consent to the foregoing Deed of Conservation Easement by Reuter Recycling of Florida, Inc. in favor of Broward County, a political subdivision of the State of Florida, its successors and assigns.

IN WITNESS WHEREOF, this Consent of Mortgagee has been executed this $\frac{19^{4h}}{}$ day of May, 1995.

Signed, sealed and delivered in the presence of:

Manning,

FIRST UNION NATIONAL BANK OF FLORIDA

> Title: LAKSHMI MCGRATH Address: TRUST OFFICER

STATE OF

COUNTY OF

The foregoing instrument was acknowledged before me this 19Th day of May, 1995, by LAKShmi McGram, as Trust officer of FIRST UNION NATIONAL BANK OF FLORIDA, on behalf of the bank. He/She is personally known to me or has produced as identification.

Signature of Notary Public

Printed Name of Notary Public

My Commission Expires:

[Notary Seal]

SONDRA L. WILLIAMS Notary Public, State of Florida Comm. expires Sept. 29, 1905 No. CC134974 ended thru General Insurance Underwriters

H:\JWM\DATA\X-2

ACCEPTANCE BY BROWARD COUNTY

The Broward County Board of County Commissioners hereby accepts this Conservation Easement. BROWARD COUNTY, a political subdivision of the State of Florida through its BOARD OF COUNTY COMMISSIONERS By: JOHN E. RODSTROM, JA: Name: Title: Approved as to form by Office of County CREATEDAttorpay, Broward County, Florida OCT. ISTJOHN JE COPELAN JR., County Attorney 1415 Governmental Center; Suite 423 115 South Andrews AvenueFort Lauderdale, Florida 33301 Telephone: (305) 357-7600 Tallecopier: (305) 357-7641ZIMA BOSCH Name:

Date:

BK 23786FG 0996

assistant County attorney

6/13/95

PORTION OF PARCEL A "REUTER PLAT" ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 148, PAGE 21 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, LYING IN SECTION 23, TOWNSHIP 51 SOUTH, RANGE 39 EAST, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 23;

THENCE N 89°53'30" E ALONG THE NORTH LINE OF SAID SECTION 23 A DISTANCE OF 479.41 FEET;

THENCE S 00°06'30" B A DISTANCE OF 12.00 FEET TO THE POINT OF BEGINNING:

THENCE N 89°53'30" E ALONG A LINE PARALLEL WITH 12.00 FEET SOUTH OF AS MEASURED AT RIGHT ANGLES TO THE SAID NORTH LINE OF SECTION 23 A DISTANCE OF 2110.25 FEET:

THENCE S 01°46'39" E ALONG A LINE PARALLEL WITH AND 52.00 FEET WEST OF AS MEASURED AT RIGHT ANGLES TO THE EAST LINE OF THE NORTHWEST QUARTER (N.W.1/4) OF SAID SECTION 23 A DISTANCE OF 2483.37 FEET TO A POINT OF CURVATURE OF A 70.00 FOOT RADIUS CURVE CONCAVE TO THE NORTHWEST:

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 91°38'50", FOR AN ARC DISTANCE OF 111.97 FEET TO A POINT OF TANGENCY:

THENCE S 89°52'11" W ALONG A LINE PARALLEL WITH AND 77.00 FEET NORTH OF AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE OF THE NORTHWEST QUARTER (N.W.1/4) OF SECTION 23 A DISTANCE OF 366.31 FEET TO A POINT OF CURVATURE OF A 100.00 FOOT RADIUS CURVE CONCAVE TO THE NORTHEAST;

THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 107°13'55" FOR AN ARC DISTANCE OF 187.16 FEET TO A POINT OF REVERSE CURVATURE WITH A 350.00 FOOT RADIUS CURVE CONCAVE TO THE WEST;

THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29°17'01" FOR AN ARC DISTANCE OF 178.88 FEET TO A POINT OF REVERSE CURVATURE WITH AN 800.00 FOOT RADIUS CURVE CONCAVE TO THE EAST;

THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17°15'32" FOR AN ARC DISTANCE OF 240.98 FEET TO A POINT OF REVERSE CURVATURE WITH A 1950.00 FOOT RADIUS CURVE CONCAVE TO THE WEST;

THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19*58'28" FOR AN ARC DISTANCE OF 679.81 FEET TO A POINT OF NON TANGENCY:

THENCE N 00°00'00" W A DISTANCE OF 527.31 FEET TO A POINT OF CURVATURE OF A 124.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST:

THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90*00'00" FOR AN ARC DISTANCE OF 194.78 FEET TO A POINT OF TANGENCY;

THENCE S 90*00'00" W A DISTANCE OF 693.00 FEET TO A POINT OF CURVATURE OF A 37.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHEAST;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 26°59'36" FOR AN ARC DISTANCE OF 17.43 FEET TO A POINT OF NON-TANGENCY;

THENCE N 89°11'14" W A DISTANCE OF 15.21 FEET:

THENCE N 00°00'00" W A DISTANCE OF 100.11 FEET TO A POINT ON A 2050.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST; (RADIAL TO SAID POINT BEARING N 00°54'36" E FROM THE RADIUS POINT OF THE NEXT DESCRIBED CURVE):

THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 6°14'31" FOR AN ARC DISTANCE OF 223.33 FEET TO A POINT OF REVERSE CURVATURE WITH A 730.00 FOOT RADIUS CURVE CONCAVE TO THE NORTH;

THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17*49'03" FOR AN ARC DISTANCE OF 227.01 FEET TO A POINT OF REVERSE CURVATURE WITH A 1050.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTH;

THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 21°15'44" FOR AN ARC DISTANCE OF 389.65 FEET TO A POINT OF COMPOUND CURVATURE WITH A 200.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST

Prepared by: BERRY & CALVIN 2 Oakwood Blvd., Suite 120 Hollywood, Fl. 33020 CONSERVATION AREA THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 88°59'30" FOR AN ARC DISTANCE OF 310.64 FEET TO A POINT OF REVERSE CURVATURE WITH A 700.00 FOOT RADIUS CURVE CONCAVE TO THE EAST;

THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 20°56'54" FOR AN ARC DISTANCE OF 255.93 FEET TO A POINT OF REVERSE CURVATURE WITH AN 860.00 FOOT RADIUS CURVE CONCAVE TO THE WEST;

THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 21°00'17" FOR AN ARC DISTANCE OF 315.28 FEET TO A POINT OF REVERSE CURVATURE WITH A 700.00 FOOT RADIUS CURVE CONCAVE TO THE EAST;

THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16*26'15" FOR AN ARC DISTANCE OF 200.82 FEET TO A POINT OF REVERSE CURVATURE WITH A 2050.00 FOOT RADIUS CURVE CONCAVE TO THE WEST;

THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 2°41'28" FOR AN ARC DISTANCE OF 96.28 FEET;

THENCE N 89°52'11" E A DISTANCE OF 298.07 FEET TO A POINT ON A 1850.00 FOOT RADIUS CURVE CONCAVE TO THE EAST; (SAID POINT BEARING S 87*47'31" W FROM THE RADIUS POINT OF THE NEXT DESCRIBED CURVE);

THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 6°54'31" FOR AN ARC DISTANCE OF 223.07 FEET TO A POINT OF REVERSE CURVATURE WITH A 1150.00 FOOT RADIUS CURVE CONCAVE TO THE WEST;

THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13*02'38" FOR AN ARC DISTANCE OF 261.81 FEET TO A POINT OF REVERSE CURVATURE WITH A 1050.00 FOOT RADIUS CURVE CONCAVE TO THE EAST;

THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13*40'09" FOR AN ARC DISTANCE OF 250.50 FEET TO A POINT OF REVERSE CURVATURE WITH A 1450.00 FOOT RADIUS CURVE CONCAVE TO THE WEST;

THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12*33'59" FOR AN ARC DISTANCE OF 318.02 FEET TO A POINT OF REVERSE CURVATURE WITH A 2050.00 FOOT RADIUS CURVE CONCAVE TO THE EAST;

THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°38'06" FOR AN ARC DISTANCE OF 416.30 FEBT TO A POINT OF REVERSE CURVATURE WITH A 730.00 FOOT RADIUS CURVE CONCAVE TO THE WEST;

THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 8°26'57" FOR AN ARC DISTANCE OF 107.65 FEET TO A POINT OF COMPOUND CURVATURE WITH A 20.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST;

THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 94°55'15" FOR AN ARC DISTANCE OF 33.13 FEET TO A POINT OF REVERSE CURVATURE WITH A 2050.00 FOOT RADIUS CURVE CONCAVE TO THE NORTH;

THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16*29'27" FOR AN ARC DISTANCE OF 590.03 FEET TO A POINT OF REVERSE CURVATURE WITH A 1150.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTH;

THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17°56'24" FOR AN ARC DISTANCE OF 360.08 FEET TO A POINT OF REVERSE CURVATURE WITH AN 830.00 FOOT RADIUS CURVE CONCAVE TO THE NORTH;

THENCE WESTERLY THROUGH A CENTRAL ANGLE OF 21°38'48" FOR AN ARC DISTANCE OF 313.58 FEET TO A POINT OF REVERSE CURVATURE WITH 730.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTH:

THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 21°19'34" FOR AN ARC DISTANCE OF 271.71 FEET TO A POINT OF REVERSE CURVATURE WITH AN 830.00 FOOT RADIUS CURVE CONCAVE TO THE NORTH;

THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°26'58" FOR AN ARC DISTANCE OF 180.35 FEET;

THENCE S 01°44'39" E ALONG A LINE PARALLEL WITH THE WEST LINE OF SECTION 23 A DISTANCE OF 473.86 FEET TO A POINT ON A 730.00 FOOT RADIUS CURVE CONCAVE TO THE NORTH; (SAID POINT BEARING S 08°41'03" W FROM THE RADIUS POINT OF THE NEXT DESCRIBED CURVE);

THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14°42'27" FOR AN ARC DISTANCE OF 187.39 FEBT TO A POINT OF REVERSE CURVATURE WITH A 2050.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTH;

THENCH RESTERS ALONG SAID CURVE THICUGH A CENTRAL ANGLE OF 4*08'17" FOR AN ARC DISTANCE OF 148.05 FEET:

THENCE S 00°00'00" E A DISTANCE OF 100.06 FEET TO A POINT ON A 1950.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTH EAST; (SAID POINT BEARS N 01°58'55" W FROM THE RADIUS POINT OF THE NEXT DESCRIBED CURVE):

THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 4°02'28" FOR AN ARC DISTANCE OF 137.54 FEET TO A POINT OF REVERSE CURVATURE WITH AN 830.00 FOOT RADIUS CURVE CONCAVE TO THE NORITH;

THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 20*55'33" FOR AN ARC DISTANCE OF 303.14 FEET TO A POINT OF COMPOUND CURVATURE WITH A 200.00 FOOT RADIUS CURVE CONCAVE TO THE NORTHEAST;

THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 65°12'26° FOR AND ARC DISTANCE OF 227.62 FEET TO A POINT OF REVERSE CURVATURE WITH A 150.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST;

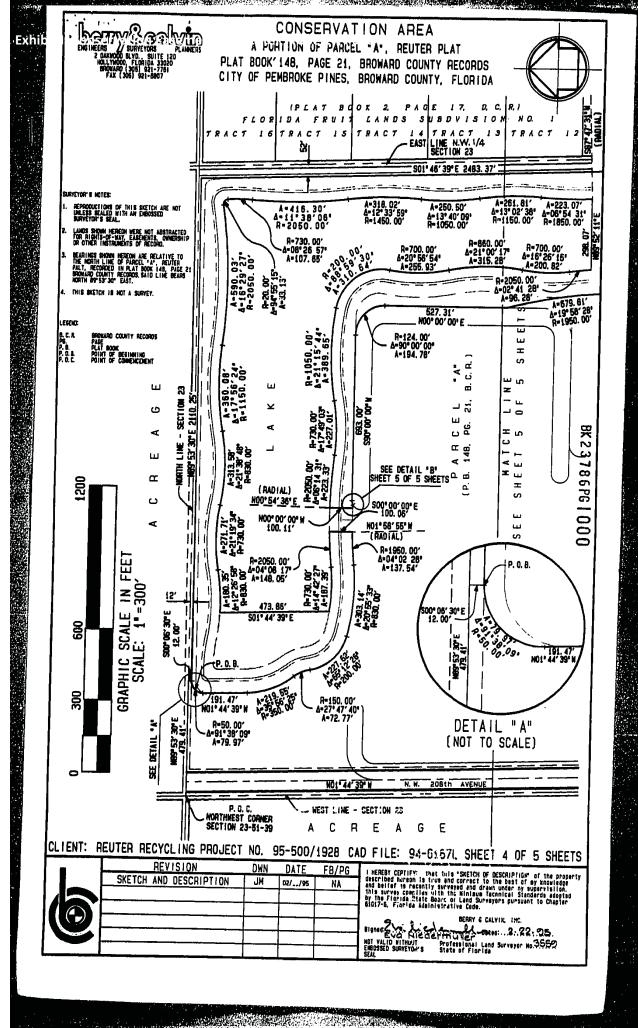
THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27°47'40° FOR AN ARC DISTANCE OF 72.77 FEET TO A POINT OF REVERSE CURVATURE WITH A 350.00 FOOT RADIUS CURVE CONCAVE TO THE NORTHEAST;

THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35°56'25" FOR AN ARC DISTANCE OF 219.55 FEET TO A POINT OF TANGENCY;

THENCE N 01°44'39" W ALONG A LINE PARALLEL WITH THE WEST LINE OF SECTION 23 A DISTANCE OF 191.47 FEET TO A POINT OF CURVATURE WITH A 50.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHEAST;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 91°38'09" FOR AN ARC DISTANCE OF 79.97 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING AND BEING IN THE CITY OF PEMBROKE PINES, BROWARD COUNTY, FLORIDA AND CONTAINING 1,264,252 SQUARE FEET (29.0232 ACRES MORE OR LESS).



4

Exhibit J. Conservation Easement for Windmill Reserve Property (Estates at Swan Lake Corp.)

CFN # 101831548, OR BK 33017 Page 167, Recorded 04/15/2002 at 02:59 PM, Broward County Commission, Doc. D \$0.70 Deputy Clerk 1010

Exhibit J. Conservation Easement for Windmill Reserve Property, Page 1

EXHIBIT 2

Document prepared by: Jodie M. Siegel, Esq. Greenberg Traurig, P.A. 515 East Las Olas Boulevard Suite 1500 Fort Lauderdale, FL 33301

Return recorded document to: Department of Planning & Environmental Protection Biological Resources 218 S.W. 1 Avenue Fort Lauderdale, FL 33301

> Windmill Reserve Offsite Mitigation

JOINT DEED OF CONSERVATION EASEMENT AND AGREEMENT

THIS DEED OF CONSERVATION EASEMENT ("Conservation Easement") is given this 29 day of October, 2001, by **The Estates of Swan Lake Corp.**, a Florida corporation, 6917 Collins Avenue, Suite 1611, Miami Beach, Florida 33141, its successors, assigns, and heirs, ("Grantor") to the **South Florida Water Management District**, 3301 Gun Club Road, West Palm Beach, Florida 33406, a public corporation and **Broward County**, 115 South Andrews Avenue, Fort Lauderdale, Florida 33301, a political subdivision of the state of Florida, their successors and assigns (collectively referred to as "Grantees").

WITNESSETH

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

WHEREAS, the Grantor desires to construct Windmill Reserve (the "Project") on the Property, which Project is subject to regulatory jurisdiction of the South Florida Water Management District ("District") and the Broward County Department of Planning and Environmental Protection ("DPEP"); and

WHEREAS, DPEP License No. DF01-1150 ("DPEP License") and District Permit No. 06-029848 District Permit") authorize certain activities that may impact wetlands and may require the enhancement and/or preservation of wetlands on the Project site; and

WHEREAS, the Grantor has proposed as part of the DPEP License and District Permit conditions a conservation tract, and buffers at an offsite location, as described in Exhibit B attached hereto and incorporated herein by reference ("Conservation Area"), involving the creation, restoration, enhancement and/or preservation of the wetland and/or upland systems within the Conservation Area; and

WHEREAS, the Grantor, in consideration of the consent granted by the DPEP License and District Permit, is agreeable to granting and securing to the Grantees a perpetual conservation easement as defined in Section 704.06, Florida Statutes (2000), ("Conservation Easement") as amended, over the Conservation Area.

NOW, THEREFORE, in consideration of the issuance of the DPEP License and District Permit, to construct and operate the permitted activity, Grantor hereby grants, creates, and establishes a perpetual Conservation Easement for the Grantees upon the Conservation Area which shall run with the Conservation Area as described in Exhibit B, and be binding upon the Grantor, its heirs, successors or assigns (hereinafter "Grantor"), and shall remain in full force and effect forever.

Approved BCC_

Submitted By ____

RETURN TO DOCUMENT CONTROL (1)

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The scope, nature, and character of this Conservation Easement shall be as follows:

- 1. It is the purpose of the Conservation Easement to retain land and/or water of the Conservation Area in their natural or enhanced, vegetative, hydrologic, scenic, open or wooded condition and to retain such areas as suitable habitat for fish, plants or wildlife. It is the purpose and intent of this Conservation Easement to assure that the Conservation Area will be retained and maintained forever predominantly in the vegetative and hydrologic condition required by the DPEP License and District Permit. The included wetlands and/or uplands which are to be enhanced, restored, or created shall be maintained forever by the Grantor, its heirs, successors, or assigns, in the enhanced, restored, or created conditions required by the DPEP License and District Permit. To carry out this purpose, the following rights are conveyed to Grantees by this Easement:
 - (a) To enter upon the Conservation Area (Exhibit B) in a reasonable manner and at reasonable times with any necessary equipment or vehicles to ensure compliance and to enforce the rights herein granted, and to cross such portions of the Conservation Area as reasonably necessary to exercise such right.
 - (b) To enjoin any activity on, or use of, the Conservation Area that is inconsistent with this Conservation Easement and to enforce the restoration of such areas or features of the Conservation Area that may be damaged by any inconsistent activity and/or use. Grantees shall be entitled to recover the cost of restoring the land to the enhanced vegetative and hydrologic condition required by the aforementioned DPEP License and District Permit. These remedies are in addition to any other remedy, fine or penalty which may be applicable under the most recent versions of Chapter 27, Broward County Code of Ordinances, Chapter 40E-4 et. seq., F.A.C., Chapter 373, Florida Statutes, or otherwise which may be available by law.
- Except for the restoration, creation, enhancement, maintenance, and monitoring activities and
 other activities and improvements related to the Conservation Area that are permitted or required
 by the DPEP License and/or the District Permit, the following activities are prohibited in or on the
 Conservation Area, to wit:
 - (a) Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;
 - (b) Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;
 - Removal or destruction of trees, shrubs, or other vegetation, except for the removal of nuisance and exotic vegetation as approved by DPEP and District;
 - (d) Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface;
 - (e) Surface use except for purposes that permit the land or water area to remain in its natural condition;
 - Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation; including but not limited to ditching, diking and fencing;
 - (g) Acts or uses detrimental to said aforementioned retention and maintenance of land or water areas; and

- (h) Acts or uses detrimental to the preservation of any features or aspects of the Conservation Area having historical, archeological or cultural significance.
- Grantor reserves all rights as owner of the Conservation Area, including the right to engage in
 uses of the Conservation Area that are not prohibited herein and which are not inconsistent with
 the intent and purpose of this Conservation Easement or the DPEP License and District Permit.
- The South Broward Drainage District and its successors and assigns (SBDD) have been granted 4. Drainage Easements and a Flowage Easement over, across and through the Conservation Area to be utilized for the flowage of storm water from the Property and neighboring properties which easements have been recorded at Official Records Book 32333 Page 0148, and 0163 of the Public Records of Broward County, Florida ("SBDD Easements"). The Grantee acknowledges the existence of these pre-existing easements. The SBDD has on a nonexclusive basis, access to and the right to utilize the Conservation Area for the purpose of the construction and maintenance of drainage facilities, together with any necessary appurtenances incidental and necessary thereto, together with free ingress and egress across the Conservation Area for the purpose of constructing, maintaining and repairing the drainage system and appurtenances contained therein as set forth in the SBDD Easements. Notwithstanding anything to the contrary contained herein, in performing such work within the SBDD Easements, the SBDD shall not degrade the quality of any wetlands enhanced or created within the Conservation Area. If such degradation occurs Grantor, as the Licensee of DPEP and Permittee of SFWMD shall be responsible to DPEP and SFWMD for restoring, or ensuring the restoration of, any degraded wetlands. Nothing in this provision shall be construed to after or amend any obligation which SBDD or any third parties may have to Grantor pursuant to the SBDD Easements.
- No right of access by the general public to any portion of the Conservation Area is conveyed by this Conservation Easement.
- 6. Grantees shall not be responsible for any costs or liabilities related to the operation, upkeep and maintenance of the Conservation Area or the Property and Grantor does hereby indemnify and hold harmless the Grantees from the same. Such indemnification requirement shall no longer apply if the SFWMD becomes the owner of the Property.
- Grantor shall pay any and all real property taxes and assessments levied by competent authority on the Conservation Area.
- 8. The terms and conditions of this Conservation Easement may be enforced by the Grantees by injunctive relief and other available remedies. Any costs, including but not limited to reasonable attorney's fees and administrative, trial and appellate court costs which are incurred in enforcing, judicially or otherwise, the terms and restrictions of this Conservation Easement, shall be borne by and recoverable against the non-prevailing party in such proceedings. (This provision regarding attorneys' fees and court costs is not applicable to SFWMD.) In any action in which the Grantees prevail, the Grantees shall be entitled to recover the cost of restoring the Conservation Area to the enhanced vegetative and hydrologic condition required by the aforementioned DPEP License and District Permit. Venue for said actions shall be exclusively in the Seventeenth Judicial Circuit, in and for Broward County, Florida. These remedies are in addition to any other remedy, fine or penalty which may be applicable under the most recent versions of Chapter 27 of the Broward County Code of Ordinances, Chapter 40E-4 et. seq., F.A.C., Chapter 373, Florida Statutes, or as otherwise provided by law.
- 9. Enforcement of the terms and provisions of the Conservation Easement shall be at the reasonable discretion of Grantees, and any forbearance on behalf of Grantees to exercise their rights hereunder in the event of any breach hereof by Grantor, shall not be deemed or construed to be a waiver of Grantees' rights hereunder.

- 10. 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 qualified to hold such interests under the applicable state laws.
- 11. Grantor's obligation to retain and maintain the Conservation Area forever predominantly in the vegetative and hydrologic condition as herein specified shall run with the Property described in Exhibit A and the Conservation Area described in Exhibit B, and shall be binding upon the Grantor, its heirs, successors or assigns and shall inure to the benefit of the Grantees, and their successors and assigns as more particularly set forth herein. The intent of this Conservation Easement is that the responsibilities and liabilities associated with the Conservation Easement shall run with the Property described in Exhibit A and the Conservation Area described in Exhibit B, and be binding upon the fee simple title holder of the Property and the Conservation Area to the extent required by the DPEP License and District Permit.
- 12. 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.
- 13. All notices, consents, approvals or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.
- 14. The terms, conditions, restrictions and purpose of this Conservation Easement shall be inserted by Grantor in any subsequent deed or other legal instrument by which Grantor divests itself of any interest in the Conservation Area described in Exhibit B. Any future holder of the Grantor's interest in the Conservation Area described in Exhibit B shall be notified in writing by Grantor of this Conservation Easement.
- 15. This Conservation Easement may be amended, altered, released or revoked only by written agreement between the parties hereto or their heirs, assigns and successors-in-interest, which shall be filed in the Public Records of Broward County.

TO HAVE AND TO HOLD unto Grantees, their successors and assigns forever. This Conservation Easement shall be recorded in the Public Records of Broward County and the covenants, terms, conditions, restrictions and purpose imposed with this Conservation Easement shall be binding upon Grantor, its agents, heirs, successors and assigns, and shall continue as a servitude running in perpetuity with the Conservation Area described in Exhibit B.

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

(Intentionally left blank)

OR BK 33017 PG 171

Exhibit J. Conservation Easement for Windmill Reserve Property, Page 5

IN WITNESS WHEREOF, <u>M איי ה איי איי</u> Florida corporation, has hereunto set its authorized h	్త్రోంn behalf of The Estates of Swan Lake Corp., a and this <u>29</u> day of August , 2001. ండింకిం
Signed, sealed and delivered in our presence as witnesses: By: Mauk January Print Name: Dlanke Laurer By: Llund T. M. Gang Print Name: Edward T. M. Gang	THE ESTATES OF SWAN LAKE CORP., a Florida corporation By: Meln Meln Print Name: Menn P. Cohuin Title: VICE-PRES
ACKNOWLEDGMENT - CORPORATION STATE OF FLORIDA COUNTY OF BROWARD	
On this 29 day of October 2001 before appeared	ore me, the undersigned Notary Public, personally notary public, personally hown to me or who and is the person who subscribed to the foregoing fice-President, of The Estates of Swan Lake Corp., a executed the same on behalf of said corporation and
Fidan Noriega Commission # DD 018111 Expires April 17, 2005 Bonded Thru	NOTARY PUBLIC-STATE OF FLORIDA: ———————————————————————————————————

Atlantic Bonding Co., Inc.

Frint, type, or stamp Commissioned Name Affix Seal Below

ACCEPTANCE BY BROWARD COUNTY

The Broward County Board of County Commissioners hereby accepts this Conservation Easement for DPEP License No. _ DF01- 1150 BROWARD COUNTY, through its BOARD OF ATTEST: County Administrator and Ex-Officio Clerk of the Board of County Commissioners of Broward day of County, Florida , 5.35 Approved as to form by Office of County Attorney Seroward County, Florida EDWARD A. DION, County Attorney Governmental Center, Suite 423 115 South Andrews Avenue Fort Lauderdale, Florida 33301 Telephone: (954) 357-7600 Telecopier: (954) 357-6968 Assistant County Attorney

SOUTH FLORIDA	WATER	MANAGEMENT	DISTRICT
SOCIAL POLCIO	<u> </u>		DIGINO

Print Name

Date

All of ROSEWOOD SHORES, according to the Plat thereof, as recorded in Plat Book 157, Page 28, of the Public Records of Broward County, Florida.

TOGETHER WITH

Tracts 49, 50 and 51, and the 15 foot rights-of-way lying adjacent to said Tracts in Section 23, Township 50 South, Range 39 East, Florida Fruit Lands Company's Subdivision No. 1, according to the plat thereof, as recorded in Plat Book 2, Page 17 of the Public Records of Dade County, Florida.

TOGETHER WITH:

The W 1/2 of the N 1/2 of the SW 1/4 of Section 24, Township 50 South, Range 39 East, Broward County, Florida.

TOGETHER WITH:

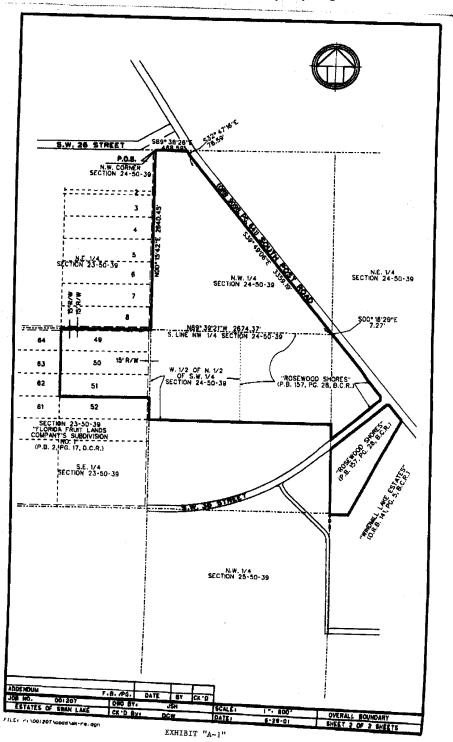
A portion of the NW 1/4 of Section 24, Township 50 South, Range 39 East, Broward County, Florida, described as follows:

Beginning at the Northwest corner of said Section; thence on a grid bearing of South 89° 38′ 26″ East, along the North line of said Section, a distance of 468.59 feet; thence South 32° 47′ 16″ East, along the Southwesterly right-of-way line of South Post Road as recorded in Official Records Book 9098, Page 641 of the Public Records of Broward County, a distance of 78.59 feet; thence continue along said Southwesterly right-of-way line South 39° 49′ 06″ East a distance of 3359.19 feet; thence South 00° 16′ 29″ East, along the East line of said NW 1/4, a distance of 7.27 feet; thence North 89° 39′ 21″ West, along the South line of said NW 1/4, a distance of 2674.37 feet; thence North 00° 15′ 42″ East, along the West line of said NW 1/4, a distance of 2640.45 feet to the Point of Beginning.

Said lands lying in the City of Weston, Broward County, Florida and containing $239.374~\mathrm{acres}$, more or less.

EXHIBIT "A"

Exhibit J. Conservation Easement for Windmill Reserve Property, Page 8



OR BK 33017 PG 175

Exhibit J. Conservation Fasement for Windmill Reserve Property, Page 9



CARNAHAN · PROCTOR · CROSS, INC.

CERTIFICATE OF AUTHORIZATION NO. LB 2936
6101 WEST ATLANTIC BLVD., MARGATE, FL 33063
PHONE (954)972-3969 FAX (954)972-4176 E-MAIL: mitgate@camehan-proctor.com

DESCRIPTION AND SKETCH

(NOT A SURVEY) CAPELETTI MITIGATION - CONSERVATION EASEMENT

LEGAL DESCRIPTION

A PORTION OF TRACTS 9, 10, 11, 12, 13 AND 14, ALL IN SECTION 23, TOWNSHIP 51 SOUTH, RANGE 39 EAST, OF "FLORIDA FRUITLANDS CO. SUB. NO. 1" AS RECORDED IN PLAT BOOK 2 AT PAGE 17 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 23; THENCE SOUTH 89°52'11" WEST, ALONG THE SOUTH LINE OF SAID NORTHEAST ONE-QUARTER, A DISTANCE OF 1346.43 FEET; THENCE NORTH 01°47'38" WEST, A DISTANCE OF 55.02 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°52'11" WEST, ALONG A LINE 55.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID NORTHEAST ONE-QUARTER, A DISTANCE OF 1281.39 FEET; THENCE NORTH 01°46'38" WEST, ALONG THE WEST LINE OF SAID TRACTS 9, 10, 11, 12, 13, ADD 14, A DISTANCE OF 1280.30 FEET; THENCE NORTH 89°33'11" EAST, ALONG THE NORTH LINE OF SAID TRACT 14, A DISTANCE OF 1280.34 FEET; THENCE SOUTH 01°47'38" EAST, ALONG A LINE 25 000 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID TRACTS 9, 10, 11, 12 AND 13, A DISTANCE OF 1927.95 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF PEMBROKE PINES, BROWARD COUNTY, FLORIDA, AND CONTAIN 56.683 ACRES, MORE OR LESS.

NOTES

- THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND MAPPER.

 THIS SKETCH IS THE PROPERTY OF CARNAHAN-PROCTOR-CROSS, INC., AND SHALL NOT BE USED OR REPRODUCED IN WHICLE OR IN PART WITHOUT WRITTEN AUTHORIZATION,

 THE LANDS SHOWN HEREON ARE SUBJECT TO ALL EASEMENTS, RESERVATIONS, RIGHTS-OF-WAY, AND RESTRICTIONS OF RECORD.

- THE LANDS SHOWN HEREON ARE SUBJECT TO ALL EASEMENTS, RESERVATIONS, RIGHTS-OF-WAY, AND RESTRICTIONS OF RECORD.

 ALL EASEMENTS SHOWN HEREON ARE PER THE RECORD PLAT UNLESS OTHERWISE NOTED.

 THIS SKETCH WAS PREPARED WITHOUT BENEFIT OF A TITLE SEARCH. FOR INFORMATION CONCERNING RIGHTS-OF-WAY, RESERVATIONS, AND OTHER SIMILAR MATTERS OF PUBLIC RECORD, AN APPROPRIATE TITLE VERIFICATION THIS IS NOT A SURVEY.

- ABBREVIATIONS

 A C.R. = ARC LENGTH
 BROWN OF COUNTY RECORDS
 CH. = ART (ERITRAL ANGLE)
 DE. = ORANANGE RASEMENT
 ORANANGE RASEMENT
 PACE = PALL BRECH COUNTY RECORDS
 P.G. = PAUL BRECH COUNTY RECORDS
 P.G. = PAUL BRECH COUNTY RECORDS
 P.G. = POINT OF BEGINNING
 P.G. = POINT OF COMMENCEMENT
 P.G. = PAUL BRECH COUNTY RECORDS
 P.G. = POINT OF COMMENCEMENT
 P.G. = POINT OF COMENCEMENT
 P.G. = POINT OF COMMENCEMENT
 P.G. = POINT OF COMMEN

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THE DESCRIPTION AND SKETCH SHOWN HEREON COMPLIES WITH
MINIMUM TECHNICAL STANDARDS FOR SURVEYS AS CONTAINED IN CHAPTER 61G17-5, FLORIDA
ADMINISTRATIVE CODE, PURSUANT TO -GECTION 472.027, FLORIDA STATUTES, AND THAT SAID
DESCRIPTION AND SKETCH IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

JEFF S, MODARD

JEFF S, MODARD

SURVEYOR AND MAPPER
FLORIDA LICENSE NO. LS 5111

DATE OF LAST FIELD WORK: NOT A SURVEY
FLORIDA LICENSE NO. LS 5111

CAPELETTI MITIGATION

JOB NO.: 000803

DATE: 9/25/00

SHEET 1 OF 2 SHEETS

EXHIBIT "B-1"

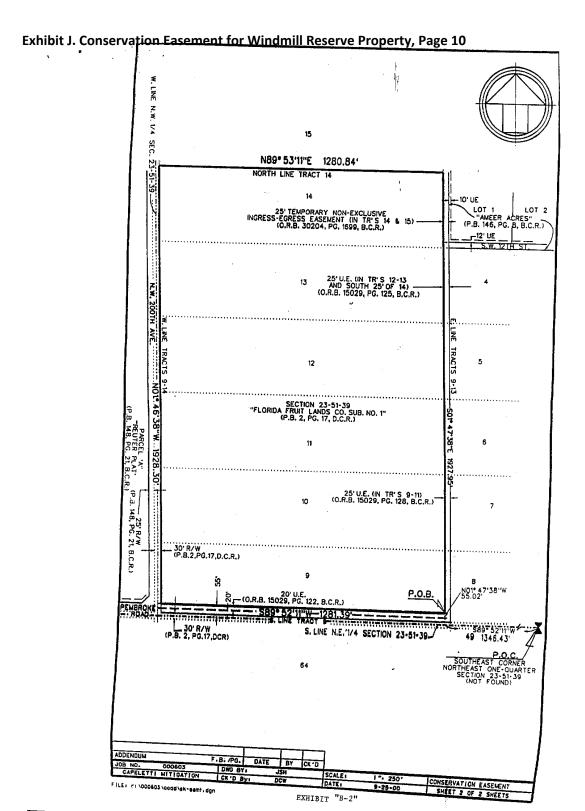


Exhibit K. Pembroke Pines City Charter Section 8.08 (a)

Exhibit K. Pembroke Pines City Charter Section 8.08, Page 1

Print

Pembroke Pines Code of Ordinances

SECTION 8.08 ACQUISITION OF PROPERTY FOR MUNICIPAL PURPOSES.

- (a) The City Commission shall not utilize eminent domain powers to acquire privately owned residential real property for economic development purposes or to acquire privately owned residential real property for transfer to a private entity for economic development purposes.
- (b) The City Commission may acquire property within or outside the corporate limits of the City for any municipal purpose, in fee simple or any lesser interest or estate, by purchase, provided such amount of expenditure for real property shall not exceed twenty- five (25%) percent of the current annual fiscal budget of the City. The City Commission, may, through proper procedure, propose, undertake and finance capital improvement projects to fulfill the necessary needs of the City, provided that the amount of total expenditures including the cost of all financing for all such projects shall not exceed twenty-five (25%) percent of the current annual budget of the City in any one fiscal year. In the event that the proposed purchase(s) of property or total capital expenditure(s) do exceed the limit of twenty-five (25%) percent of the current annual budget of the City in any one fiscal year and the City has not received federal, state or county funds specifically for the purchase of such property(s) or for financing of such capital improvement project(s), then a referendum will be held of the qualified electors of the City of Pembroke Pines, Florida, and it shall require a majority of those voting in such election to authorize such projects. This referendum requirement may be waived, however, if the City Commission by a four-fifths (4/5ths) vote of its members finds and declares that an emergency exists, and that there is a threat to the health, welfare and safety of the citizens of the City.

(Adopted by electorate, 3-13-84; Amendment adopted by electorate, 11-6-84; Amendments adopted by electorate, 11-7-06; Amendment adopted by electorate, 11-6-12)

Exhibit L. Property Record Card for City of Miramar Parcel

SW 196 AVENUE Page 1 of 1

Exhibit L. Property Record Card for the City of Miramar Parcel, Page 1





Site Address	SW 196 AVENUE, MIRAMAR FL 33029
	CITY OF MIRAMAR ATTENTION CITY CLERK
Mailing Address	2300 CIVIC CENTER PL MIRAMAR FL 33025

ID#	5139 23 01 0152
Millage	2713
Use	94

Abbreviated Legal Description
Legal
Description

FLA FRUIT LANDS CO SUB NO 1 2-17 D 23-51-39 POR OF TRACT 49 DESC AS BEG NE COR TRACT 49,S 43.82 TO P/C,SWLY 404.57,SW 51.66 TO P/C,SELY 87.26 TO S/L TRACT 49,W 204.04 TO P/C,NWLY 564.87,W 267.29 N 130.05 TO N/L TRACT 49, E 1306.42 TO POB AKA:TRACT W9-200-023 (OR 39455/1226)

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

Clic	Property Assessment Values Click here to see 2016 Exemptions and Taxable Values as reflected on the Nov. 1, 2016 tax bill.							
Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax			
2017	\$109,340		\$109,340	\$109,340				
2016	\$109,340		\$109,340	\$109,340				
2015	\$109,340		\$109,340	\$109,340				

2017 Exemptions and Taxable Values by Taxing Authority						
	County	School Board	Municipal Indepe			
Just Value	\$109,340	\$109,340	\$109,340	\$109,340		
Portability	0	0	0	0		
Assessed/SOH	\$109,340	\$109,340	\$109,340	\$109,340		
Homestead	0	0	0	0		
Add. Homestead	0	0	0	0		
Wid/Vet/Dis	0	0	0	0		
Senior	0	0	0	0		
Exempt Type 14	\$109,340	\$109,340	\$109,340	\$109,340		
Taxable	0	0	0	0		

Sales History						
Date	Type	Book/Page or CIN				
4/5/2005	QCD	\$100	39455 / 1226			

Land Calculations				
Price	Type			
\$21,780	5.02	AC		
Adj. Bldg				

	Special Assessments							
Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
27			BE			MM		
Х			BE					
1			5.02					

Exhibit M. Location Map for City of Miramar Parcel



July 5, 2017

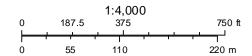


Exhibit N. Deed for City of Miramar Parcel

Exhibit N. Deed for City of Miramar Parcel, Page 1

This instrument prepared by and return to: Carla T. Segura South Florida Water Management District P.O. Box 24680 West Palm Beach, FL 33416-4680

Project: East Coast Buffer Tract No.: W9-200-023

QUITCLAIM DEED

THIS INDENTURE made this 5 day of 400 day of 400 day of 400 day of 500 day of 400 day of 500 day of

WITNESSETH:

That said Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted, by these present does remise, release and quitclaim unto the said Grantee, its successors and assigns forever, the following described land, situated, lying and being in Broward County, State of Florida, to wit:

See Exhibit "A" attached hereto and made a part hereof

Pursuant to Section 270.11, Florida Statutes, the Grantor reserves for itself and its successors the following reservations:

an undivided three-fourths interest in, and title in and to an undivided three-fourths interest in, all phosphate, minerals, and metals that are or may be in, on, or under the said land and an undivided one-half interest in all the petroleum that is or may be in, on or under said land with the privilege to mine and develop the same.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest and claim whatsoever of the said GRANTOR, either in



CFN # 104913885, OR BK 39455 PG 1227,

Exhibit N. Deed for City of Miramar Parcel, Page 2

law or in equity, to the only use, benefit and behoof of the said GRANTEE, its successors and assigns forever.

the SOUTH FLORIDA IN WITNESS WHEREOF, MANAGEMENT DISTRICT has caused these presents to be executed in its name and its official seal affixed hereto by its Governing Board, acting by the Chair of said Board and attested by its Secretary, at West Palm Beach, Palm Beach County, State of Florida.

GRANTOR:

FLORIDA WATER SOUTH MANAGEMENT DISTRICT, BY ITS **GOVERNING BOARD**

ATTEST:

Form Approved By:

By: Holly Walter 3-18 05

STATE OF FLORIDA

COUNTY OF PALM BEACH

Paula Moree MY COMMISSION # DD145258 EXPRES August 26, 2006 BONDED THRUTPOY FAIN HISURANCE, INC.

The foregoing instrument was acknowledged before me this 5 of APRIL , 2005, by NICOLAS GUTIERRE Chair of the Governing Board of the South Florida Water Management District, a public corporation of the State of Florida, on behalf of the corporation, who is personally known to me.

PAULA MOREE
Print
My Commission Expires: 8/26/06

Exhibit N. Deed for City of Miramar Parcel, Page 3

Exhibit "A"

Legal Description Tract W9-200-023

That portion of Tract 49, Section 23, Township 51 South, Range 39 East, Broward County, Florida. FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, according to the plat thereof, recorded in Plat Book 2, Page 17, of the Public Records of Miami-Dade County, Florida, described as follows:

BEGINNING at the Northeast corner of said Tract 49;

THENCE South 01°48'38" East along the East line of said Tract 49, a distance of 43.82 feet to a point on the arc of a non-tangent curve concave to the Southeast, having a radial bearing of North 06°11'59" West;

THENCE Southwesterly, along the arc of said curve having a radius of 686.00 feet, through a central angle of 33°47'26", an arc distance of 404.57 feet;

THENCE South 02°26'37" West, a distance of 51.66 feet to a point on the arc of a non-tangent curve concave to the Southwest having a radial bearing of North 44°52'38" East;

THENCE Southeasterly, along the arc of said curve having a radius of 1000.00 feet, through a central angle of 04°59'58", an arc distance of 87.26 feet to the South line of said Tract 49;

THENCE South 89°52'01" West along said South line, a distance of 204.04 feet to a point on the arc of a non-tangent curve concave to the Southwest having a radial bearing of North 38°57'26" East;

THENCE Northwesterly, along the arc of said curve having a radius of 828.00 feet, through a central angle of 39°06'15", an arc distance of 564.87 feet to a Point of Tangency;

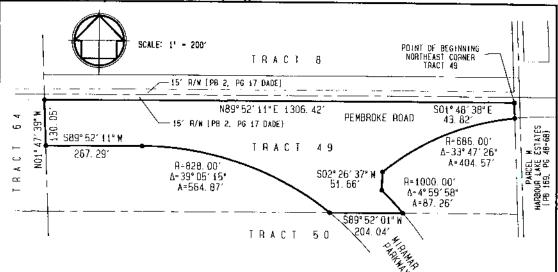
THENCE South 89°52'11" West, a distance of 267.29 feet to the West line of said Tract 49:

THENCE North 01°47'39" West along said West line, a distance of 130.05 feet to the North line of said Tract 49;

THENCE North 89°52'11" East along said North line, a distance of 1306.42 feet to the POINT OF BEGINNING.

Lying in the City of Miramar, Broward County, Florida. Containing 218.450 square feet, 5.015 acres more or less. Tract W9-200-023

Exhibit N. Deed for City of Miramar Parcel, Page 4



DESCRIPTION

That portion of Tract 49, Section 23, Township 51 South, Range 39 East, Broward County, Florida, FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, according to the plat thereof, recorded in Plat Book 2, Page 17 of the Public Records of Miami-Dade County, Florida, described as follows:

BEGINNING at the Northeast corner of said Tract 49;

THENCE South 01° 48′ 38″ East along the East line of said Tract 49. a distance of 43.82 feet to a point on the arc of a non-tangent curve concave to the Southeast, having a radial bearing of North 06° 11′ 59″ West;

THENCE Southwesterly, along the arc of said curve having a radius of 686,00 feet, through a central angle of 33°47′26", an arc distance of 686.00 feet. 404.57 feet;

THENCE South 02°26′37″ West, a distance of 51.66 feet to a point on the arc of a non-tangent curve concave to the Southwest having a radial bearing of North 44°52′38" East;

THENCE Southeasterly, along the arc of said curve having a radius of 1000.00 feet, through a central angle of $04^{\circ}59'58''$. an arc distance of 87.26 feet to the South line of said fract 49; THENCE Southeasterly,

THENCE South 89°52'01" West along sald South line, a distance of 204.04 feet to a point on the arc of a non-tangent curve concave to the Southwest having a radial bearing of North 38°57'26" East;

THENCE Northwesterly. along the arc of sald curve having a radius of 828.00 feet, through a central angle of $39^{\circ}\,05'\,15''$, an arc distance of 564.87 feet to a Point of Tangency;

THENCE South 89°52′11" West, a distance of 267.29 feet to the West line of said Tract 49;

THENCE North $01^{\circ}4/'39$ " West along said West line. a distance of 130.05 feet to the North line of said Tract 49;

THENCE North 89°52'11" East along said North line, a distance of 1306.42 feet to the POINT OF BEGINNING.

Lying in the City of Miramar, Broward County, Florida. Containing 218,450 square feet. 5.015 acres more or less.

SKETCH OF DESCRIPTION

THIS IS NOT A SURVEY					
SURVEYOR'S CERTIFICATE		Γ.	Τ		
I HEREBY CERTIFY THAI THIS DESCRIPTION AND SKETCH WERE PREPARED WIGGE BY DIRECTION AND MEET HEM MINIMUM TECHNICAL STRUMANDADS AS STET FORTH BY THE FLORIDA BOARD OF PRIDESSIDNAL SURVEYORS AND MAPPERS IN CHAPTER 51617-6. FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION A72 027. FLORIDA STATUTES					
FOR THE FISH, BY. L. H. RICHARO H. SMITH T. PROFESSIONAL SURVEYOR AND HAPPER	SKETCH AND DESCRIPTION	RHS	10/08/04	N/A	RHS
FLORIDA LICENSE MUMBER 5239	REVISION	DWN	DATE	FB/PG	CKD
CRAIG A. SMITH & ASSOCIATES CONSULTING ENGINEERS-PLANNERS-SURVEYORS 1000 MEST MENAB ROAD POMPANO 8EACH, FLORIOR 33069	TRACT 49. SECTION 23/51/39 MIRAMAR PARKWAY - PEMBROKE ROAD DEDICATION				
(954) 782-8222 CERTIFICATE WD. LB-3110	PAOJECT	NUMBER:	99-070	4	
	PART A TROUBOUT OFFICE				

CAD LIBRARY: 0704RM

SHEET

1 OF

Exhibit O. Local Compliance Statement



CITY OF MIRAMAR

An Equal Opportunity Employer

Mayor

Wayne M. Messam

Vice Mayor

Alexandra P. Davis

City Commission

Winston F. Barnes

Maxwell B. Chambers

Yvette Colbourne

City Manager

Vernon Hargray

"We're at the Center of Everything"

Community & Economic Development 2200 Civic Center Place Miramar, Florida 33025

Phone (954) 602-3200 FAX (954) 602-3776 August 14, 2019

Re: Acquisition of South Florida Water Management District and Florida Department of Environmental Protection Land for the Construction of Pembroke Road

To Whom It May Concern:

The proposed land acquisition shown in the attached Exhibit E. Sketch and Legal Description of Land to be Declared Surplus will not violate subdivision or platting laws.

Feel free to contact me with any additional questions.

Sincerely,

Eric Silva, AICP

Director

Attachment