

## MEMORANDUM

Agenda Item No. 8(L)(1)

---

**TO:** Honorable Chairwoman Audrey M. Edmonson  
and Members, Board of County Commissioners

**DATE:** August 31, 2020

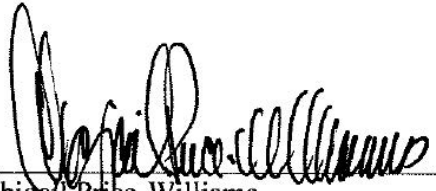
**FROM:** Abigail Price-Williams  
County Attorney

**SUBJECT:** Resolution approving a Deed of  
Conservation Easement in favor of Miami-  
Dade County from Coral Reef Retail LLC  
and Coral Reef Resi Ph 1 LLC for the Coral  
Reef Commons Conservation Easement  
property located at 12500 SW 152 Street,  
Miami-Dade County; and authorizing the  
County Mayor to execute the Deed of  
Conservation Easement

Resolution No. R-860-20

---

The accompanying resolution was prepared by the Regulatory and Economic Resources Department and placed on the agenda at the request of Prime Sponsor Commissioner Dennis C. Moss.

  
Abigail Price-Williams  
County Attorney

APW/lmp

# Memorandum



**Date:** August 31, 2020

**To:** Honorable Chairwoman Audrey M. Edmonson  
and Members, Board of County Commissioners

**From:** Carlos A. Gimenez  
Mayor

A blue ink signature of Carlos A. Gimenez, Mayor of Miami-Dade County, written over the "From:" line.

**Subject:** Resolution Approving a Deed of Conservation Easement for the Coral Reef Commons  
Conservation Easement Property

---

## **Recommendation**

It is recommended that the Board of County Commissioners (Board) approve the attached resolution approving a Deed of Conservation Easement on the Coral Reef Commons Conservation Easement Property. The proposed Conservation Easement is Attachment 1 to the accompanying resolution.

## **Scope**

The Conservation Easement Property is located at 12500 SW 152 Street, Miami-Dade County, and encompasses folio numbers 30-5926-017-0030, 30-5926-017-0160, 30-5926-017-0170, 30-5926-017-0180, 30-5926-017-0190, and 30-5926-017-0200 and encompasses portions of folio numbers 30-5926-017-0130, 30-5926-017-0140, and 30-5926-017-0150 in Commission District 9, which is represented by Commissioner Dennis C. Moss.

## **Fiscal Impact/Funding Source**

The acceptance of the Deed of Conservation Easement will have no fiscal impact to the County.

## **Track Record/Monitor**

The Manager of the Tree and Forest Resources Section, Lazaro Quintino, in the Department of Regulatory and Economic Resources, Division of Environmental Resources (DERM), will manage the subject Coral Reef Commons Deed of Conservation Easement.

## **Background**

The Coral Reef Commons Project is a mixed-use project proposed by developer Coral Reef Retail, LLC on land formerly owned by the University of Miami located in the vicinity of SW 125 Avenue and SW 152 Street. Coral Reef Retail, LLC and Coral Reef Resi Ph 1 LLC (jointly, "Coral Reef Realty") are the current owners of the property that encompasses the Coral Reef Commons Project. Between July 2013 and April 2018, the University of Miami and Coral Reef Realty obtained administrative tree removal permits from Miami-Dade County to remove trees within a Natural Forest Community (NFC) and within non-NFC areas in the Coral Reef Commons Project. As part of the tree removal permits, the University of Miami and Coral Reef Realty proffered two Covenants Running with the Land (OR BK 28925 / PG 1279) and (OR BK 30986 / PG 3712) in Favor of Miami-Dade County to preserve and manage the remaining onsite NFC areas.

In order to meet federal regulatory requirements for potential impacts to federally listed endangered species and associated critical habitat pursuant to the Endangered Species Act (ESA), Coral Reef Realty and the University of Miami obtained Incidental Take Permit No. TE15009C-0 from the U.S. Fish and Wildlife Service (USFWS), by which USFWS authorized permanent alteration of 86.49 acres of previously developed lands, disturbed uplands, and pine rockland habitat. In order to comply with the USFWS permit, Coral Reef Realty agreed to convey a Conservation Easement over the Conservation

Easement Property, which consists of 52.63 total acres, and is shown on Exhibit A in Attachment 1. The property covered by the Conservation Easement is owned by Coral Reef Realty.

The USFWS maintains that the Conservation Easement Property possesses or is capable of possessing ecological and habitat values defined in the USFWS Permit, which describes specific land management practices to minimize and mitigate adverse impacts to the endangered, threatened, or other species of great importance and their habitat. Miami-Dade County is accepting the Conservation Easement to assist the federal government in the preservation of the Conservation Easement Property, but the conservation easement does not obligate the county to take any particular action by the Conservation Easement, and Miami-Dade County retains its sovereign rights with respect to enforcement under the Code of Miami-Dade County, County permits, and other pertinent County regulations.

The purpose of this Conservation Easement is to ensure that the Conservation Easement Property shall be protected in perpetuity and used as a conservation area, consistent with the USFWS Permit. It is the intent of this Conservation Easement to assure that the Conservation Easement Property be retained and maintained in the natural vegetative and hydrologic condition suitable for providing optimal habitat for the endangered, threatened, or other species of great importance living in the area and using the Conservation Easement Property.



---

Jack Osterholt  
Deputy Mayor



## MEMORANDUM

(Revised)

**TO:** Honorable Chairwoman Audrey M. Edmonson  
and Members, Board of County Commissioners

**DATE:** August 31, 2020

**FROM:** Abigail Price-Williams  
County Attorney

**SUBJECT:** Agenda Item No. 8(L)(1)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☐ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's present \_\_\_\_, 2/3 membership \_\_\_\_, 3/5's \_\_\_\_, unanimous \_\_\_\_, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) \_\_\_\_, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) \_\_\_\_, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) \_\_\_\_ to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 8(L)(1)  
8-31-20

RESOLUTION NO. \_\_\_\_\_ R-860-20

RESOLUTION APPROVING A DEED OF CONSERVATION EASEMENT IN FAVOR OF MIAMI-DADE COUNTY FROM CORAL REEF RETAIL LLC AND CORAL REEF RESI PH 1 LLC FOR THE CORAL REEF COMMONS CONSERVATION EASEMENT PROPERTY LOCATED AT 12500 SW 152 STREET, MIAMI-DADE COUNTY; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE DEED OF CONSERVATION EASEMENT

**WHEREAS**, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that:

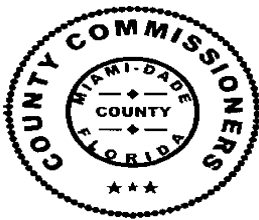
**Section 1.** This Board hereby approves the Deed of Conservation Easement in favor of Miami-Dade County from Coral Reef Retail LLC and Coral Reef Resi Ph 1 LLC, in substantially the form attached hereto and made part hereof as Attachment 1, and authorizes the County Mayor or County Mayor's designee to execute the Deed of Conservation Easement.

**Section 2.** Pursuant to Resolution No. R-974-09, this Board directs that the Deed of Conservation Easement be recorded in the Public Records of Miami-Dade County, Florida, and (a) directs the County Mayor or County Mayor's designee to provide a recorded copy of the Deed of Conservation Easement to the Clerk of the Board within thirty days of the execution and final acceptance; and (b) directs the Clerk of the Board to attach and permanently store a recorded copy of said Deed of Conservation Easement together with this authorizing resolution.

The foregoing resolution was offered by Commissioner **Rebeca Sosa**, who moved its adoption. The motion was seconded by Commissioner **Sally A. Heyman** and upon being put to a vote, the vote was as follows:

|                                |               |                      |            |
|--------------------------------|---------------|----------------------|------------|
| Audrey M. Edmonson, Chairwoman | <b>aye</b>    |                      |            |
| Rebeca Sosa, Vice Chairwoman   | <b>aye</b>    |                      |            |
| Esteban L. Bovo, Jr.           | <b>aye</b>    | Daniella Levine Cava | <b>aye</b> |
| Jose "Pepe" Diaz               | <b>aye</b>    | Sally A. Heyman      | <b>aye</b> |
| Eileen Higgins                 | <b>aye</b>    | Barbara J. Jordan    | <b>aye</b> |
| Joe A. Martinez                | <b>absent</b> | Jean Monestime       | <b>aye</b> |
| Dennis C. Moss                 | <b>aye</b>    | Sen. Javier D. Souto | <b>aye</b> |
| Xavier L. Suarez               | <b>aye</b>    |                      |            |

The Chairperson thereupon declared this resolution duly passed and adopted this 31<sup>st</sup> day of August, 2020. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.



MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: Melissa Adames  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.

Abbie Schwaderer-Raurell

# ATTACHMENT 1

Prepared by, record and return to:  
Gunster, Yoakley & Stewart, P.A.  
Attn.: Paul Hines, Esq.  
777 South Flagler Drive, Suite 500 East  
West Palm Beach, Florida 33401

## CORAL REEF COMMONS DEED OF CONSERVATION EASEMENT

This Deed of Conservation Easement is given this fourth day of October, 2019, by Coral Reef Retail LLC and Coral Reef Resi Ph 1 LLC having an address at 4801 PGA Boulevard, Palm Beach Gardens, Florida 33418 ("Grantor"), to Miami-Dade County ("Grantee") with third party enforcement rights to the United States Fish and Wildlife Service ("Service"), regarding the "Conservation Easement Property" (as hereinafter defined). As used herein, the term "Grantee" shall include any successors or assignees of the Grantee, and the term "Grantor" shall include all subsequent owners of the Conservation Easement Property and any successors or assignees of the Grantor. As used herein, the term "Parties" refers to Grantor and Grantee.

### WITNESSETH

**WHEREAS**, Grantor solely owns in fee simple certain real property in Miami-Dade County, Florida, more particularly described in that certain Legal Descriptions and Sketch of the Conservation Easement Property attached hereto as Exhibit "A" and incorporated herein by this reference ("Conservation Easement Property"); and

**WHEREAS**, the Service, an agency within the United States Department of Interior, has jurisdiction over the conservation, protection, restoration, enhancement, and management of fish, wildlife, native plants, and habitat pursuant to various federal laws, including the Endangered Species Act, 16 U.S.C. Section 1531, et seq. ("ESA"), the Fish and Wildlife Coordination Act, 16 U.S.C. Sections 661-666c, the Fish and Wildlife Act of 1956, 16 U.S.C. Section 742(f) et seq., and other provisions of Federal law; and

**WHEREAS**, the Service maintains that the Conservation Easement Property possesses or is capable of possessing ecological and habitat values as defined in the Service's Habitat Conservation Plan (Incidental Take Permit No. TE15009C-0), as may be amended (the "Habitat Conservation Plan") that benefit endangered, threatened, or other species (collectively "Conservation Values") of great importance to the Grantor and the people of the State of Florida and the United States, including the Bartram's scrub-hairstreak butterfly (*Strymon acis bartrami*); Florida bonneted bat (*Eumops floridanus*); Florida leafwing butterfly (*Anaea troglodyte floridalis*); Miami tiger beetle (*Cicindelidia floridana*); Eastern indigo snake (*Drymarchon corais couperi*); Gopher tortoise (*Gopherus polyphemus*); Rim rock crowned snake (*Tantilla oolitica*); White-crowned pigeon (*Patagioenas leucocephala*); Carter's small-flowered flax (*Linum carteri* var. *carteri*); Crenulate lead plant (*Amorpha crenulata*); Deltoid spurge (*Chamaesyce deltoidea*); Florida brickell bush (*Brickelia mosieri*); Florida bristle fern (*Trichomanes punctatum* ssp. *floridanum*); Florida prairie clover (*Dalea carthagenesis* var. *floridana*); Sand flax (*Linum arenicola*); Small's milkpea (*Galactia smallii*); Tiny polygala (*Polygala smallii*); Blodgett's silver bush (*Argythamnia blodgettii*); Everglades bully (*Sideroxylon reclinatum* ssp. *Austrofloridense*); Florida pineland crabgrass (*Digitaria pauciflora*); Garber's spurge (*Chamaesyce garberi*); and Clamshell orchid (*Encyclia cochleata* var. *triandra*) (collectively, the "Covered Species"); and

**WHEREAS**, Grantor has received Federal Fish and Wildlife Threatened Species Permit Number TE15009C-0 from the Service (the "Permit") authorizing permanent alteration of 86.49 acres of previously developed lands, disturbed uplands, and pine rockland habitat and in consideration of the consents granted by the Permit, the Grantor has agreed to establish a Conservation Easement over the

Conservation Easement Property, and to implement specific land management practices that must be undertaken to minimize and mitigate adverse impacts to the Covered Species and their habitat. These specific land management practices are described in the Permit and its associated Habitat Conservation Plan, both of which are incorporated onto this Conservation Easement by reference; and

**WHEREAS**, the Grantor, in consideration of the terms of the Conservation Easement, agrees to grant and secure to the Grantee a perpetual conservation easement as defined in Section 704.06, Florida Statutes, over the Conservation Easement Property; and

**WHEREAS**, the Grantee is accepting this Conservation Easement to assist in the preservation of the Conservation Easement Property, but is not the entity issuing or enforcing the Permit. The Service is the entity issuing the Permit and with the authority to enforce same as described herein; and

**NOW, THEREFORE**, in consideration of the above recitals and the mutual covenants, terms, conditions, and restrictions contained herein, together with other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, Grantor hereby grants, creates, and establishes a perpetual conservation easement for and in favor of the Grantee upon the Conservation Easement Property which shall run with the land and be binding upon the Grantor and shall remain in full force and effect forever.

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

1. **Recitals.** The recitals hereinabove set forth are true and correct and are hereby incorporated into and made part of this Conservation Easement.
2. **Purpose.** The purpose of this Conservation Easement is to ensure that the Conservation Easement Property shall be protected forever and used as a conservation area, consistent with the Permit and Habitat Conservation Plan. The Parties intend that this Conservation Easement will confine the use of the Conservation Easement Property to such uses as are consistent with the purpose of this Conservation Easement, the Permit, and the Habitat Conservation Plan. It is the intent of this Conservation Easement to assure that the Conservation Easement Property will be retained and maintained in the natural vegetative and hydrologic condition suitable for the purpose of providing optimal habitat for the Covered Species living in the area and using the Conservation Easement Property.
3. **The Service's Rights.** To carry out the purpose of this Conservation Easement, the Grantor conveys the following rights to the Service:
  - a. The Service may enter upon the Conservation Easement Property at any time after giving twenty-four (24) hours prior notice to the Grantor or their successors in order to monitor Grantor's compliance with this Conservation Easement, the Permit, and the Habitat Conservation Plan, monitor and survey the Conservation Easement Property for Covered Species habitat and otherwise enforce the terms of this Conservation Easement the Permit, and the Habitat Conservation Plan;
  - b. The Service may enjoin any activity on or use of the Conservation Easement Property that is inconsistent with this Conservation Easement, the Permit, and the Habitat Conservation Plan, to require restoration of such areas or features of the Conservation Easement Property that may be damaged by any act, failure to act, or any use or activity that is inconsistent with the purposes of this Conservation Easement and to preserve the Conservation Values of the Conservation Easement Property; and

- c. The Service may preserve, protect and sustain the biological resources and Conservation Values of the Conservation Easement Property unless specifically excluded from this Conservation Easement; and
  - d. The Service may enforce the terms, provisions and restrictions of this Conservation Easement.
4. **Prohibited Use.** Unless expressly authorized by the Service, and in accordance with the Permit and Habitat Conservation Plan, or as reserved in paragraph 5 of this Conservation Easement, or as deemed necessary to successfully achieve the desired goals of the Permit and Habitat Conservation Plan, the following activities are prohibited on the Conservation Easement Property:
- a. Construction, reconstruction, or placement of any road, sign, billboard, or other advertising, utilities, or any other building or structure on or above the ground;
  - b. Dumping or placing of soil or other substance or material as landfill, or dumping of trash, waste, biosolids, or unsightly or offensive materials (excluding trash can on trash pickup days);
  - c. Removal or destruction of trees, shrubs, or vegetation, with exception of the removal of nuisance and exotic plant species, to facilitate restoration and management of habitat, or for fire management, as permitted in the Permit;
  - d. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface;
  - e. Mineral exploration, excavation, draining, or dredging;
  - f. Surface use except for purposes that permit the land or water areas to remain in their existing natural conditions;
  - g. 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;
  - h. Acts or uses detrimental to such aforementioned retention of land or water areas in their existing natural condition;
  - i. Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties on the Conservation Easement Property having historical, architectural, archaeological, or cultural significance;
  - j. Alteration of the general topography of the Conservation Easement Property;
  - k. Planting, introduction, or dispersal of exotic plant or animal species;
  - l. Commercial or industrial uses;
  - m. Acts that create adverse impacts to federally-listed or candidate species or their critical habitat except as provided by law;

- n. Operation of motorized vehicles except those motorized vehicles and other off-road vehicles that may be operated as required for the restoration, maintenance, and monitoring activities required by the Permit; and
  - o. Acts or uses detrimental to the preservation of any features or aspects of the Conservation Easement Property having historical, archaeological, or cultural significance; and
  - p. Manipulation, impoundment, or alteration of any natural watercourse, body of water, or water circulation on the Conservation Easement Property.
5. **Grantor's Reserved Rights.** Grantor reserves unto itself, its successors and assigns, and all successor owners of the Conservation Easement Property or any portion thereof:
- a. All rights accruing from its ownership of the Conservation Easement Property, including the right to engage in or to permit or invite others to engage in all uses of the Conservation Easement Property that are neither expressly prohibited herein, inconsistent with the purpose of this Conservation Easement, nor likely to negatively impact the quality of the Conservation Easement Property as Covered Species habitat;
  - b. The right to conduct activities on the Conservation Easement Property, including, but not limited to, restoration, maintenance, and monitoring activities, as set forth in the Permit and Habitat Conservation Plan;
  - c. The right to maintain permitted drainage on the Conservation Easement Property in accordance with the Conservation Easement.
6. **Grantee's and the Service's Duties.** For actions taken pursuant to this Conservation Easement, neither Grantee nor the Service shall unreasonably interfere with Grantor or its invitees', guests', and agents' use and quiet enjoyment of the Conservation Easement Property. Grantee and Service agree that neither Grantor nor any affiliate, subsidiary or other related party of Grantor shall be liable for or obligated for any liability, penalty, cost, loss, damage, expense, cause of action, claim, demand, or judgment arising from or in any way connected with Grantee's or Service's conduct and/or negligence on or about the Conservation Easement Property pursuant to this paragraph. Notwithstanding anything in this Conservation Easement to the contrary, unless Grantee, through the Miami-Dade County Mayor or the Mayor's designee has specifically stated in writing that Grantee's particular action or inaction is undertaken pursuant to this Conservation Easement, any action or inaction undertaken by Grantee shall be assumed to be undertaken pursuant to Grantee's authority under the Code of the Miami-Dade County or other applicable authority.
7. **Grantor's Duties.** Grantor shall undertake all reasonable actions to prevent the unlawful entry and trespass upon the Conservation Easement Property by persons whose activities may degrade or harm the Conservation Values of the Conservation Easement Property. The Grantor also shall be responsible for control of public access to the Conservation Easement Property. Grantor shall be responsible for the funding of the payment of all costs and expenses relating to ongoing management and maintenance of the Conservation Easement Property from the financial assurances described in Permit Conditions G. 30.-32., which has been established by Grantor, see more specifically paragraph 23, below.

The Grantor will provide maintenance of the Conservation Easement Property into perpetuity as described in the Permit and the Habitat Conservation Plan. Said maintenance involves on-site

enhancement and conservation of approximately 51.41 acres, and must meet the success criteria outlined in the aforementioned HCP.

8. **Additional Limitations on Liability.** Neither the ownership of this Conservation Easement by Grantee nor the attempted enforcement of rights held by the Grantee pursuant to this Conservation Easement shall subject the Grantee to any liability for any damage or injury that may be suffered by any person on the Conservation Easement Property or as a result of the condition of the Conservation Easement Property.
9. **Grantee's Rights as Sovereign.** It is expressly understood that the Grantee has regulatory powers and authorities with respect to the Conservation Easement Property, including but not limited to through Miami-Dade County Code, Miami-Dade County permits, and Miami-Dade County covenants, and nothing in this Conservation Easement shall be construed to limit or affect in any way said powers or authorities of Grantee. Furthermore, notwithstanding any provision of this Conservation Easement, (a) the Grantee retains all of its sovereign prerogatives and rights as a county under Florida laws and shall not be estopped from enforcing or withholding or refusing to issue any approvals and applications under present or future laws and regulations of whatever nature applicable to the Conservation Easement Property, (b) the Grantee is not obligated to grant any applications for building, zoning, planning or development under present or future laws and regulations of whatever nature, and (c) the Grantee shall not be limited in any way from exercising its powers and authorities pursuant to the Code of Miami-Dade County, Miami-Dade County permits, Miami-Dade County covenants, County regulations, or any other source of power or authority for Miami-Dade County, and this Conservation Easement shall have no effect on any such exercise of authority.
10. **No Dedication.** No right of access, ingress, or egress by the general public to any portion of the Conservation Easement Property is conveyed by this Conservation Easement.
11. **Obligations of Ownership.** Grantor retains all responsibilities and all obligations related to the ownership, operation, upkeep, and maintenance of the Conservation Easement Property. Grantor shall keep the Conservation Easement Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor. Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Conservation Easement Property by competent authority, and shall furnish Grantee and the Service with satisfactory evidence of payment upon written request. Grantor remains solely responsible for obtaining any applicable permits and approvals required for any activity or use permitted on the Conservation Easement Property by this Conservation Easement, and any such activity or use shall be undertaken in accordance with all applicable federal, state, local, and administrative agency laws, statutes, ordinances, rules, regulations, orders, and requirements.
12. **Enforcement.** Grantee and/or the Service have the right to enforce the terms, provisions and restrictions of this Conservation Easement. Any forbearance on behalf of Grantee or the Service to exercise its right of enforcement hereunder shall not be deemed or construed to be a waiver of either of their rights hereunder. All of the remedies provided herein shall be deemed to be independent and cumulative and shall be deemed to be supplemental to any remedies provided by law, ordinance, or any other source of authority.
13. **Remedies for Violation and Corrective Action.** If Grantee, Grantor, or the Service determines there is a violation of the terms of this Conservation Easement or that a violation is threatened, written notice of such violation and a demand for corrective action sufficient to cure the violation

shall be given to the putative violator as well as to the Service, Grantee, and Grantor. In any such instance, the corrective measures to cure the violation of the Conservation Easement shall be reviewed and approved by the Service prior to implementation. If a violation is not cured within thirty (30) days after receipt of written notice and demand, or if the cure reasonably requires more than thirty (30) days to complete and there is failure to begin the cure within the 30-day period or to continue diligently to complete the cure, Grantee, Grantor, or the Service may bring an action at law or in equity in a court of competent jurisdiction to enforce compliance with the terms of this Conservation Easement, to recover any damages to which Grantee, Grantor, or the Service may be entitled for violation of the terms of this Conservation Easement or for any damage to the Conservation Values of the Conservation Easement Property or for other equitable relief, including, but not limited to, the restoration of the Conservation Easement Property to the condition in which it existed prior to the violation or damage. Without limiting the violator's liability, any damages recovered may be applied to the cost of undertaking any corrective action on the Conservation Easement Property. Notwithstanding anything stated in this Conservation Easement, no action shall be authorized against Grantee, nor shall any demand for corrective action or damages lie against Grantee.

14. **Acts Beyond Grantor's Control.** Nothing contained in this Conservation Easement shall be construed to entitle Grantee or the Service to bring any action pursuant to this Conservation Easement against Grantor for any injury to or change in the Conservation Easement Property resulting from natural causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement or from any necessary action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Conservation Easement Property or to persons resulting from such causes.
15. **Hold Harmless.** Grantor shall hold harmless, indemnify, and defend Grantee and its members, directors, officers, employers, agents and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, orders, liens or judgments, including, without limitation, reasonable attorney's fees, arising from or in any way connected with: (a) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition or other matter related to or occurring on or about the Conservation Easement Property, regardless of cause, unless due to the negligence of any of the Indemnified Parties; (b) Grantor's obligations specified in this Conservation Easement; and (c) the obligations, covenants, representations, and warranties of this Conservation Easement relating to Paragraph 11 of this Conservation Easement. Grantor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of Miami-Dade County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Grantor expressly understands and agrees that any insurance protection required by this Conservation Easement or otherwise provided by Grantor shall in no way limit the responsibility to indemnify, keep and save harmless and defend Miami-Dade County or its officers, employees, agents and instrumentalities as herein provided.
16. **Assignment.** Grantee will hold this Conservation Easement exclusively for conservation purposes and for the purpose set forth in Paragraph 2 of this Conservation Easement. Grantee will not assign its rights and obligations under this Conservation Easement except to another organization or entity qualified to hold such interests under the applicable state and federal laws and committed to hold this Conservation Easement exclusively for the purposes set forth herein. Grantee may not assign this Conservation Easement without written consent of Grantor and the Service.

17. **Subsequent Property Transfer.** Grantor agrees to either refer to this Conservation Easement or, alternatively, incorporate the terms of this Conservation Easement in any deed or other legal instrument by which Grantor divests itself of any interest in all or a portion of the Conservation Easement Property, including, without limitation, a leasehold interest. Grantor further agrees to give Grantee and the Service written notice of the intent to transfer any interest at least thirty (30) days prior to the date of such transfer. Grantee or the Service shall have the right to prevent subsequent transfers in which prospective subsequent claimants or transferees are not given notice of the terms, covenants, conditions and restrictions of this Conservation Easement or whenever a subsequent Conservation Easement Property transfer will result in a merger of the Conservation Easement and the Conservation Easement Property in a single Property owner (thereby extinguishing the Conservation Easement) if no method or mechanism deemed adequate to preserve, protect and sustain the Conservation Easement Property in perpetuity has been established. The failure of Grantor to perform any act required by this section shall not impair the validity of this Conservation Easement or limit its enforcement in any way.
18. **Severability.** If any provision of this Conservation Easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this Conservation Easement shall not be affected thereby as long as the purpose of the Conservation Easement is preserved.
19. **Recordation.** Grantor shall record this Conservation Easement in timely fashion in the Official Records of Miami-Dade County, Florida, and shall re-record it at any time Grantee may require to preserve its rights. Grantor shall pay all recording costs and taxes necessary to record this Conservation Easement in the public records. Grantor will hold Grantee harmless from any recording costs or taxes necessary to record this Conservation Easement in the public records.
20. **Modifications.** This Conservation Easement may be amended, altered, released, or revoked only by written agreement between the Parties hereto or their heirs, assigns, or successors-in-interest and with written approval of the Service. Any such modification shall be consistent with the purposes of this Conservation Easement and shall not affect the perpetual duration of this Conservation Easement. The Grantee shall promptly record any written modification in the public records of Miami-Dade County, Florida and thereafter promptly provide a confirmed copy of the recorded modification to the Grantor and to the Service.
21. **Written Notice.** All notices, consents, approvals or other communications hereunder shall be in writing and delivered personally or sent by facsimile or by a recognized overnight delivery service. Notice by either of the previous methods shall be deemed given upon delivery. Notice also may be sent by United States mail, certified, return receipt requested and postage prepaid. Such notice shall be deemed given five (5) days after deposit in the United States mail. Notice shall be addressed as follows or to such other address as either Party or the Service may from time to time specify in writing:

To Grantor: Coral Reef Retail LLC  
Coral Reef Resi Ph 1 LLC  
c/o Ram Realty Advisors LLC  
4801 PGA Boulevard  
Palm Beach Gardens, Florida 33418  
Attn: Karen D. Geller, General Counsel  
Fax: (561) 630-6717

To Grantee: Miami-Dade County Department of Regulatory and Economic Resources  
Environmental Resources Management  
Natural Resources Division  
701 NW 1st Court, 6th Floor  
Miami, Florida 33136  
Fax: (305) 372-6759

To the Service: U.S. Fish and Wildlife Service  
South Florida Ecological Services Field Office  
1339 20<sup>th</sup> Street  
Vero Beach, Florida 32960  
Fax: (772) 562-4288

22. **Subordination of Liens.** Grantor hereby covenants with said Grantee that Grantor is lawfully seized of said Conservation Easement Property in fee simple; that the Conservation Easement Property is free and clear of all encumbrances that are inconsistent with the terms of this Conservation Easement; that all mortgages and liens on the Conservation Easement Property, if any, have been subordinated to this Conservation Easement; that Grantor has good right and lawful authority to convey this Conservation Easement; and that Grantor hereby fully warrants and defends the title to the Conservation Easement hereby conveyed against the lawful claims of all persons whomsoever.
23. **Funding.** Funding for the ongoing management and maintenance of the Conservation Easement Property pursuant to this Conservation Easement shall come from the financial assurances described in Permit Conditions G. 30.-32., and by any other means specified in the Conservation Easement.
24. **No Merger or Release.** This Conservation Easement provides specific and substantial rights to the Service as provided herein and in accordance with other agreements between the Grantor and the Service. These rights, among other things, prohibit the release or assignment of the rights, obligations and encumbrances established by this Conservation Easement in any fashion, except upon written approval of the Service. It is the intent of the Grantor, the Grantee, and the Service that this Conservation Easement shall be a covenant running with title to the Conservation Easement Property and that this Conservation Easement shall be binding upon subsequent owners of the Conservation Easement Property. The Parties covenant and agree that this Conservation Easement may not be assigned, terminated or released in any manner or fashion without the consent and written agreement of the Service. In the event that the Grantor or any subsequent owner of the Conservation Easement Property shall convey fee title to the Conservation Easement Property to the Grantee or to any successor of the Grantee, the Parties expressly covenant and agree that this Conservation Easement shall not be terminated or extinguished by operation of law pursuant to the doctrine of merger or any similar or dissimilar doctrine or rule of law.
25. **Management.** Grantor hereby covenants that the management of the Conservation Easement Property shall be undertaken either by Grantor directly or by another party as provided in this Conservation Easement, the Permit or the Habitat Conservation Plan and any other agreement(s) entered into by Grantor which agreement(s) shall be in compliance with the terms of this Conservation Easement and the Permit and the Habitat Conservation Plan. If management is to be undertaken by another party, Grantor must obtain that party's consent to undertake the management and provide payment to that party in accordance with the financial assurances described in Permit Conditions G. 30.-32 and the approval of the Service.

26. Nothing herein shall constitute a waiver of Section 768.28 of the Florida Statutes or shall be construed as impacting or modifying the protections set forth therein.
27. **No Third Party Beneficiaries.** Except for this Conservation Easement's express grant of rights to the Service, nothing in this Conservation Easement, express or implied, is intended to (i) confer upon any entity or person other than the Parties and their successors or assigns any rights or remedies under or by any reason of this Conservation Easement as a third party beneficiary or otherwise, except as specifically provided in this Conservation Easement; or (ii) authorize anyone not a party to this Conservation Easement to maintain an action pursuant to or based upon this Conservation Easement.

**TO HAVE AND TO HOLD** unto Grantee, its successors, and assigns forever. The covenants, terms, conditions, restrictions and purposes imposed with this Conservation Easement shall be binding upon Grantor, and shall continue as a servitude running into perpetuity with the Conservation Easement Property.

Grantor hereby covenants with said Grantee that Grantor is lawfully seized of said Conservation Easement Property in fee simple; that the Conservation Easement Property is free and clear of all encumbrances that are inconsistent with the terms of this Conservation Easement; that Grantor has good right and lawful authority to convey this Conservation Easement; and it hereby fully warrants and defends the title to the Conservation Easement hereby conveyed by the lawful claims of all persons whomsoever.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, Grantor has hereunto set its authorized hand this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**GRANTOR:**

**Witnesses:**

CORAL REEF RETAIL LLC,  
a Delaware limited liability company

By: Coral Reef Commons Ram LLC, a  
Delaware limited liability company,  
as Manager

\_\_\_\_\_  
(Print Name) \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
(Print Name) \_\_\_\_\_

STATE OF FLORIDA            )  
                                          )  
COUNTY OF PALM BEACH    )

The foregoing instrument was acknowledged before me this \_\_the day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of Coral Reef Commons Ram LLC, a Delaware limited liability company, as Manager of Coral Reef Retail LLC, a Delaware limited liability company, on behalf of the company. He/She is \_\_\_\_ personally known to me or \_\_\_\_ has produced a Florida driver's license as identification.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public-State of Florida

[NOTARY SEAL]

IN WITNESS WHEREOF, Grantor has hereunto set its authorized hand this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**GRANTOR:**

**Witnesses:**

CORAL REEF RESI PH I LLC,  
a Delaware limited liability company

By: Coral Reef Commons Ram LLC, a  
Delaware limited liability company,  
as Manager

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_  
(Print Name) \_\_\_\_\_

\_\_\_\_\_  
(Print Name) \_\_\_\_\_

STATE OF FLORIDA            )  
                                          )  
COUNTY OF PALM BEACH    )

The foregoing instrument was acknowledged before me this \_\_the day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of Coral Reef Commons Ram LLC, a Delaware limited liability company, as Manager of Coral Reef Resi Ph I LLC, a Delaware limited liability company, on behalf of the company. He/She is \_\_\_\_ personally known to me or \_\_\_\_ has produced a Florida driver's license as identification.

\_\_\_\_\_  
Name: \_\_\_\_\_

Notary Public-State of Florida

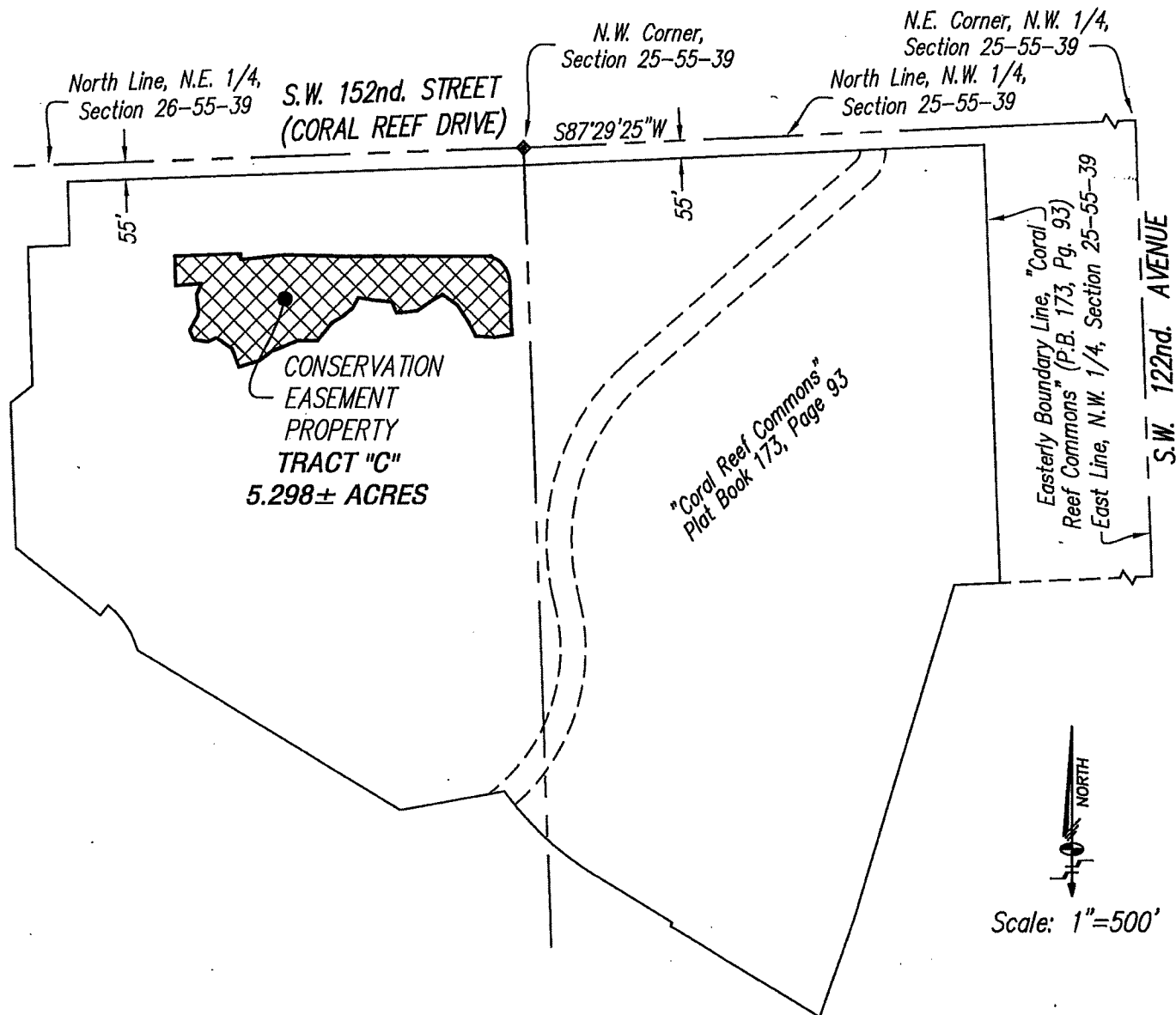
[NOTARY SEAL]

**EXHIBIT A**

**LEGAL DESCRIPTIONS AND SKETCH OF  
CONSERVATION EASEMENT PROPERTY**

# SKETCH

## CONSERVATION EASEMENT PROPERTY-TRACT "C"



## NOTE:

REVISED: #207932

REVISED: 05-29-2019, #210292

REVISED: 10-02-2019, #210928

The bearings shown hereon relate to an assumed bearing (S87°29'25"W) along the North line of the NW 1/4 of Section 25, Township 55 South, Range 39 East, Miami-Dade County, Florida.

NOTE: Prepared For: Ram Realty Advisors

See Sheet 4 of 4 for Legal Description.

### Schwebke - Shiskin & Associates, Inc.

LAND SURVEYORS • ENGINEERS • LAND PLANNERS • SOILS

3240 CORPORATE WAY, MIRAMAR, FLORIDA 33025

TEL: BROWARD: (954) 435-7010 FAX: (954) 438-3288

(LB-87)

THIS IS NOT A "LAND SURVEY."

ORDER NO.: 207877

DATE: NOVEMBER 16, 2017

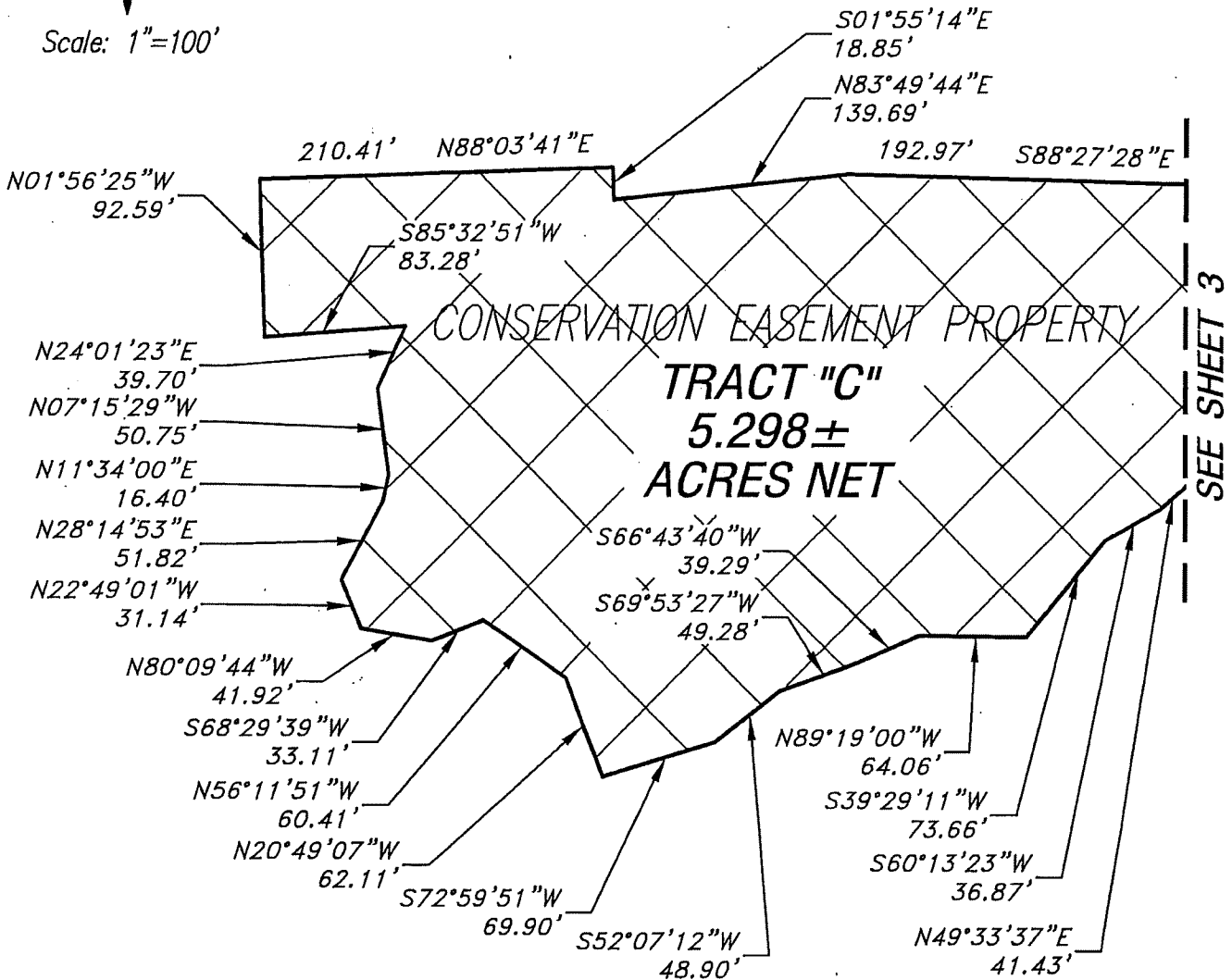
SHEET 1 OF 4 SHEET(S)

F.B.: N.A.

**SKETCH**  
**CONSERVATION EASEMENT PROPERTY-TRACT "C"**



Scale: 1"=100'



**NOTE:**

The bearings shown hereon relate to an assumed bearing (S87°29'25"W) along the North line of the NW 1/4 of Section 25, Township 55 South, Range 39 East, Miami-Dade County, Florida.

See Sheet 4 of 4 for Legal Description.

NOTE: Prepared For: Ram Realty Advisors

REVISED: #207932

REVISED: 05-29-2019, #210292

REVISED: 10-02-2019, #210928

**Schwebke - Shiskin & Associates, Inc.**

LAND SURVEYORS • ENGINEERS • LAND PLANNERS • SOILS

3240 CORPORATE WAY, MIRAMAR, FLORIDA 33025

TEL: BROWARD: (954) 435-7010 FAX: (954) 438-3288

(LB-87)



THIS IS NOT A "LAND SURVEY."

ORDER NO.: 207877

DATE: NOVEMBER 16, 2017

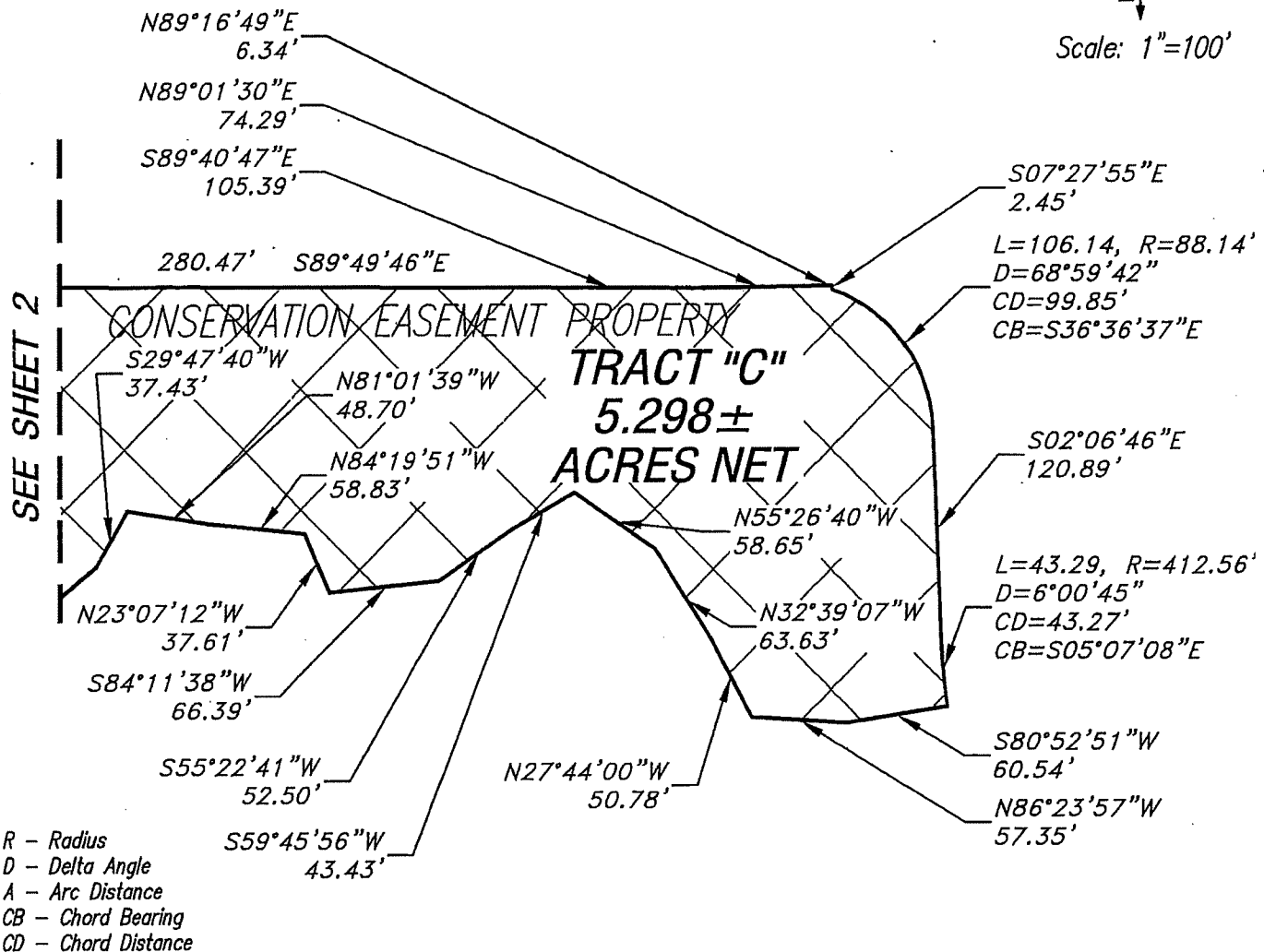
SHEET 2 OF 4 SHEET(S)

F.B.: N.A.

# SKETCH CONSERVATION EASEMENT PROPERTY-TRACT "C"



Scale: 1"=100'



## NOTE:

The bearings shown hereon relate to an assumed bearing (S87°29'25\"W) along the North line of the NW 1/4 of Section 25, Township 55 South, Range 39 East, Miami-Dade County, Florida.

See Sheet 4 of 4 for Legal Description.

NOTE: Prepared For: Ram Realty Advisors

REVISED: #207932

REVISED: 05-29-2019, #210292

REVISED: 10-02-2019, #210928

## Schwebke-Shiskin & Associates, Inc.

LAND SURVEYORS • ENGINEERS • LAND PLANNERS • SOILS

3240 CORPORATE WAY, MIRAMAR, FLORIDA 33025

TEL: BROWARD: (954) 435-7010 FAX: (954) 438-3288

(LB-87)



THIS IS NOT A "LAND SURVEY."

ORDER NO.: 207877

DATE: NOVEMBER 16, 2017

SHEET 3 OF 4 SHEET(S)

F.B.: N.A.

**SKETCH**  
**CONSERVATION EASEMENT PROPERTY-TRACT "C"**

CONSERVATION EASEMENT PROPERTY (TRACT "C")

**LEGAL DESCRIPTION:**

Tract "C," "CORAL REEF COMMONS," according to the Plat thereof, as recorded in Plat Book 173 at Page 93, of the Public Records of Miami-Dade County, Florida.

Said lands containing 5.298 acres, more or less.

NOTE: Prepared For: Ram Realty Advisors

REVISED: #207932  
REVISED: 05-29-2019, #210292  
REVISED: 10-02-2019, #210928

**Schwebke-Shiskin & Associates, Inc.**

LAND SURVEYORS • ENGINEERS • LAND PLANNERS • SOILS

3240 CORPORATE WAY, MIRAMAR, FLORIDA 33025

TEL: BROWARD: (954) 435-7010 FAX: (954) 438-3288

(LB-87)



THIS IS NOT A "LAND SURVEY."

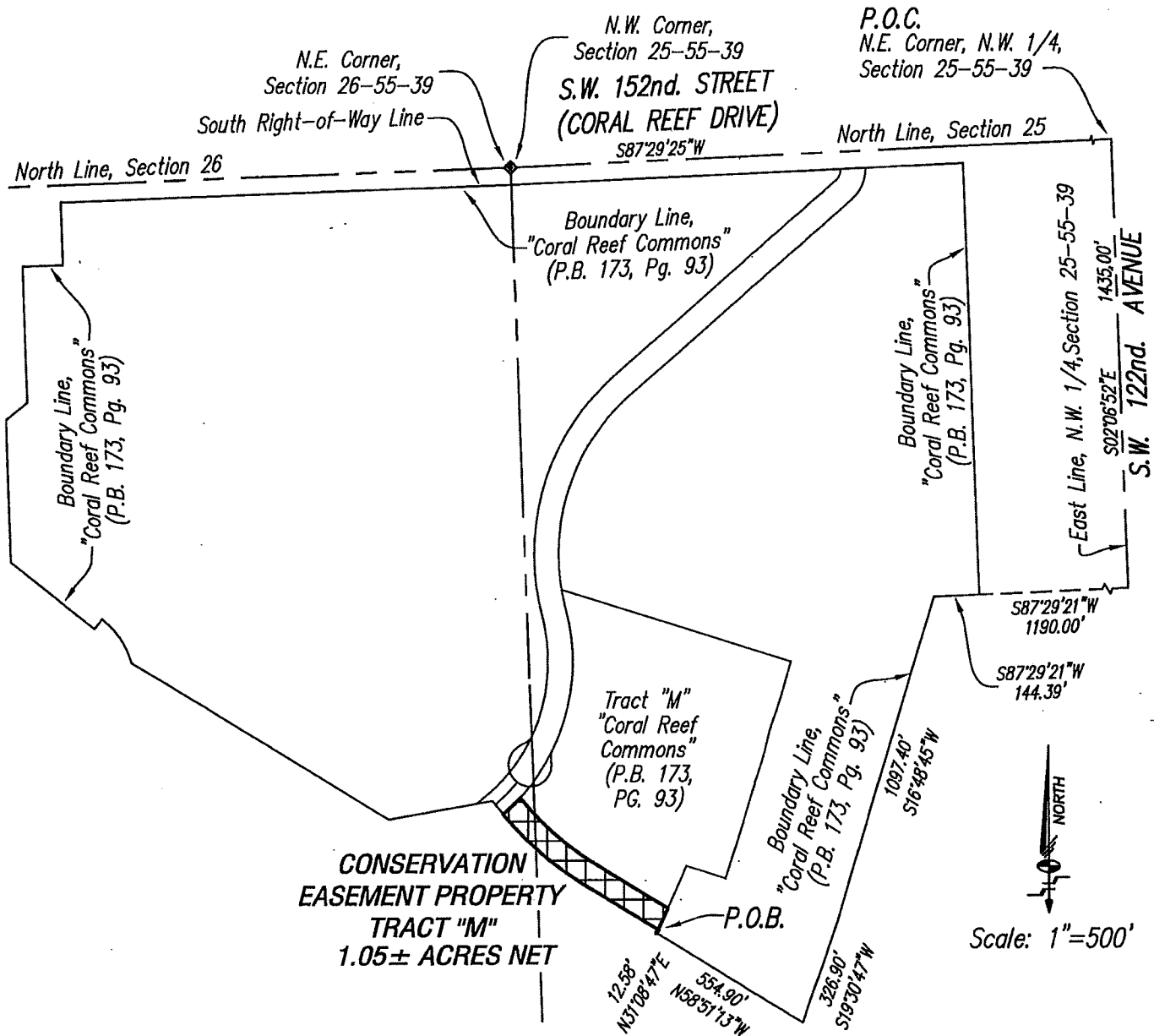
ORDER NO.: 207877

DATE: NOVEMBER 16, 2017

SHEET 4 OF 4 SHEET(S)

F.B.: N.A.

# SKETCH CONSERVATION EASEMENT PROPERTY - TRACT "M"



## NOTE:

P.O.C. - Point of Commencement  
P.O.B. - Point of Beginning

REVISED: 05-29-2019, #210289  
REVISED: 10-02-2019, #210928

The bearings shown hereon relate to an assumed bearing (S87°29'25"W) along the North line of the NW 1/4 of Section 25, Township 55 South, Range 39 East, Miami-Dade County, Florida.

See Sheet 3 of 3 for Legal Description.

# Schwebke - Shiskin & Associates, Inc.

LAND SURVEYORS • ENGINEERS • LAND PLANNERS • SOILS  
3240 CORPORATE WAY, MIRAMAR, FLORIDA 33025 TEL: BROWARD: (954) 435-7010 FAX: (954) 438-3288

(LB-87)

THIS IS NOT A "LAND SURVEY."

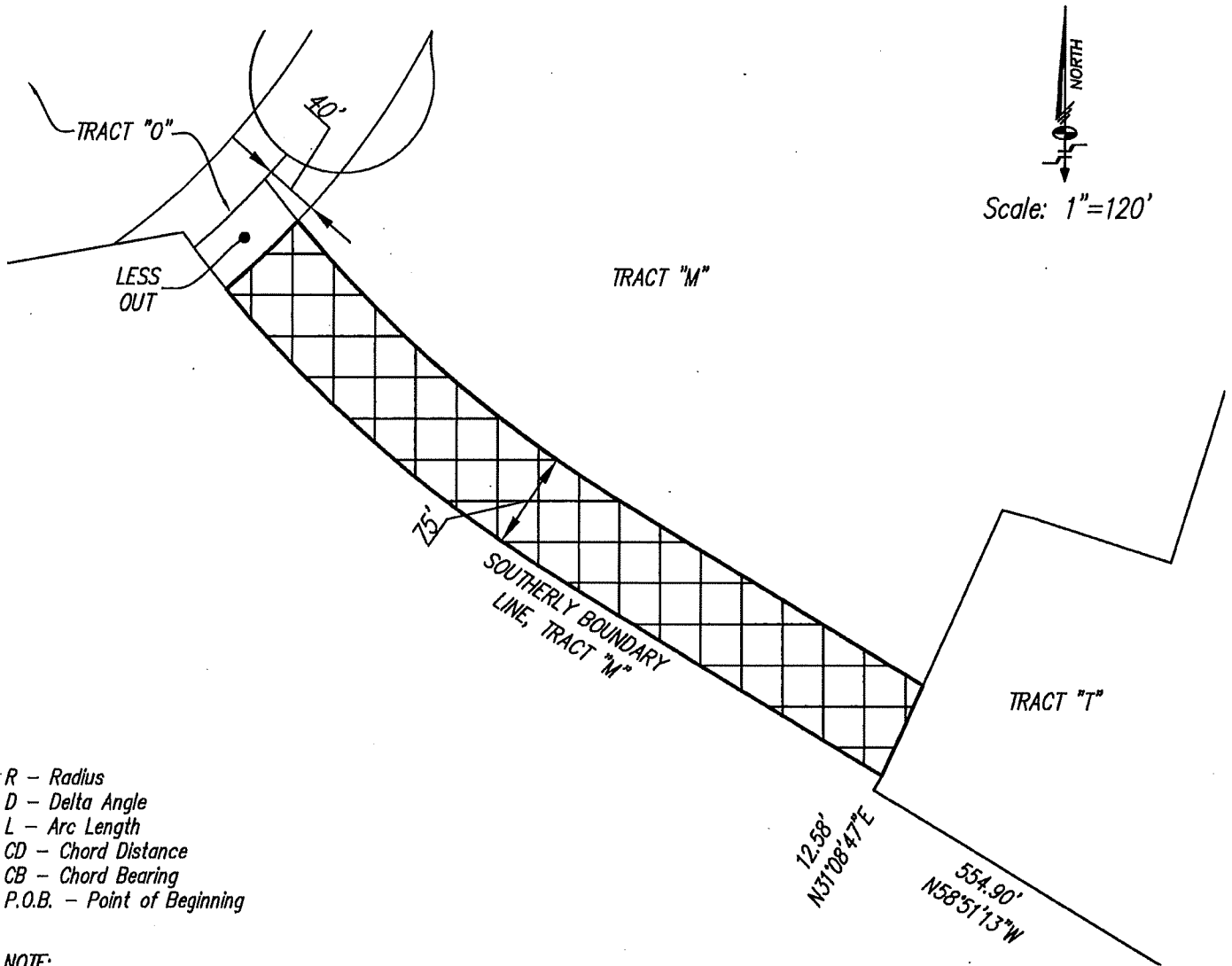
SHEET 1 OF 3 SHEET(S)

ORDER NO.: 209930

DATE: MARCH 7, 2019

F.B.: N.A.

**SKETCH**  
CONSERVATION EASEMENT PROPERTY – TRACT "M"



*R* – Radius  
*D* – Delta Angle  
*L* – Arc Length  
*CD* – Chord Distance  
*CB* – Chord Bearing  
*P.O.B.* – Point of Beginning

**NOTE:**

The bearings shown hereon relate to an assumed bearing (S87°29'25"W) along the North line of the NW 1/4 of Section 25, Township 55 South, Range 39 East, Miami-Dade County, Florida.

See Sheet 3 of 3 for Legal Description.

REVISED: 05-29-2019, #210289

REVISED: 10-02-2019, #210928

**Schwebke - Shiskin & Associates, Inc.**

LAND SURVEYORS • ENGINEERS • LAND PLANNERS • SOILS

3240 CORPORATE WAY, MIRAMAR, FLORIDA 33025

TEL: BROWARD: (954) 435-7010 FAX: (954) 438-3288

(LB-87)



THIS IS NOT A "LAND SURVEY."

ORDER NO.: 209930

DATE: MARCH 7, 2019

SHEET 2 OF 3 SHEET(S)

F.B.: N.A.

**SKETCH**  
**CONSERVATION EASEMENT PROPERTY — TRACT "M"**

**CONSERVATION EASEMENT PROPERTY (TRACT "M")**

*The Southerly 75.00 feet of Tract "M," "CORAL REEF COMMONS," according to the Plat thereof, as recorded in Plat Book 173 at Page 93, of the Public Records of Miami-Dade County, Florida.*

*LESS AND EXCEPT THEREFROM: the Westerly 40.00 feet thereof.*

*Said Lands Containing 1.05 Net Acres, more or less.*

**NOTE:**

*The bearings shown hereon relate to an assumed bearing (S87°29'25"W) along the North line of the Northwest 1/4 of Section 25, Township 55 South, Range 39 East, Miami-Dade County, Florida.*

*See Sheet 1 and 2 for Sketch To Accompany Legal Description.*

REVISED: 05-29-2019, #210289

REVISED: 10-02-2019, #210928

***Schwebke - Shiskin & Associates, Inc.***

LAND SURVEYORS • ENGINEERS • LAND PLANNERS • SOILS

3240 CORPORATE WAY, MIRAMAR, FLORIDA 33025

TEL: BROWARD: (954) 435-7010 FAX: (954) 438-3288

(LB-87)



THIS IS NOT A "LAND SURVEY."

ORDER NO.: 209930

DATE: MARCH 7, 2019

SHEET 3 OF 3 SHEET(S)

F.B.: N.A.

**SKETCH**  
**CONSERVATION EASEMENT PROPERTY – TRACT "N"**

N.E. Corner,  
Section 26–55–39

N.W. Corner,  
Section 25–55–39

P.O.C.  
N.E. Corner, N.W. 1/4,  
Section 25–55–39

South Right-of-Way Line

S.W. 152nd. STREET  
(CORAL REEF DRIVE)  
S87°29'25"W

North Line, Section 25

North Line, Section 26

Boundary Line,  
"Coral Reef Commons"  
(P.B. 173, Pg. 93)

Boundary Line,  
"Coral Reef Commons"  
(P.B. 173, Pg. 93)

Boundary Line,  
"Coral Reef Commons"  
(P.B. 173, Pg. 93)

East Line, N.W. 1/4, Section 25–55–39  
S02°06'52"E 1435.00'  
S.W. 122nd. AVENUE

Tract "N"  
"Coral Reef Commons"  
(P.B. 173, PG. 93)

P.O.B.

CONSERVATION  
EASEMENT  
PROPERTY  
0.71± ACRES  
NET

590.58'  
N58°51'16"W

337.22'  
S80°00'00"W

R=1025.32'  
A=391.80°  
T=201.43°  
D=2213'44"

284.32'  
N58°51'13"W

12.58'  
N31°08'47"E

554.90'  
N58°51'13"W

326.90'  
S19°30'47"W

1087.40'  
S16°48'45"W

S87°29'21"W  
1190.00'

S87°29'21"W  
144.39'

NORTH

Scale: 1"=500'

**NOTE:**  
The bearings shown hereon relate to an assumed bearing (S87°29'25"W) along the North line of the NW 1/4 of Section 25, Township 55 South, Range 39 East, Miami-Dade County, Florida.

P.O.C. – Point of Commencement  
P.O.B. – Point of Beginning

REVISED: 05-29-2019, #210289  
REVISED: 10-02-2019, #210928

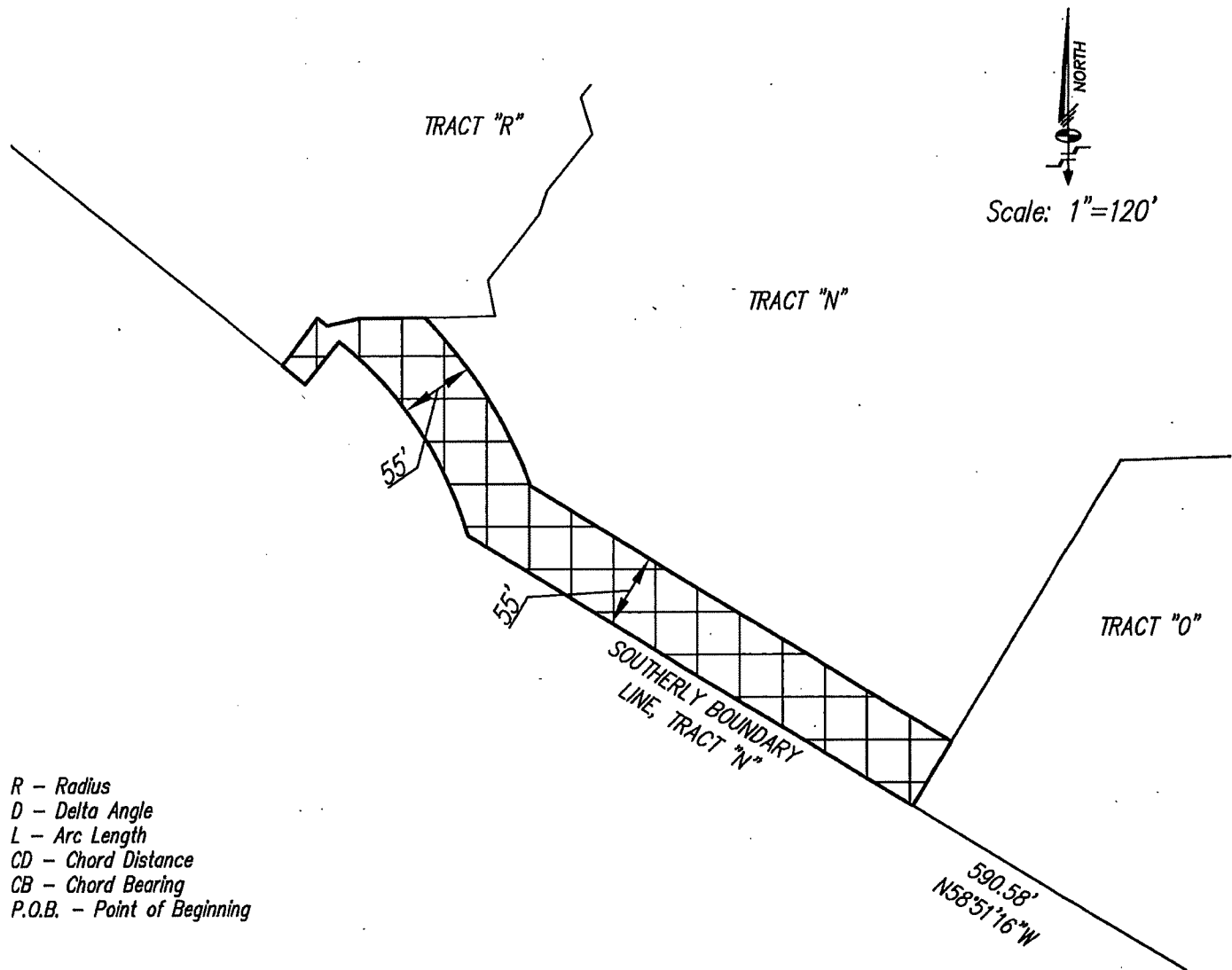
See Sheet 3 of 3 for Legal Description.

LAND SURVEYORS • ENGINEERS • LAND PLANNERS • SOILS  
3240 CORPORATE WAY, MIRAMAR, FLORIDA 33025 TEL: BROWARD: (954) 435-7010 FAX: (954) 438-3288

F.B.: N.A.

# SKETCH

## CONSERVATION EASEMENT PROPERTY - TRACT "N"



NORTH  
↓  
Scale: 1"=120'

R - Radius  
D - Delta Angle  
L - Arc Length  
CD - Chord Distance  
CB - Chord Bearing  
P.O.B. - Point of Beginning

### NOTE:

The bearings shown hereon relate to an assumed bearing (S87°29'25"W) along the North line of the NW 1/4 of Section 25, Township 55 South, Range 39 East, Miami-Dade County, Florida.

See Sheet 3 of 3 for Legal Description.

REVISED: 05-29-2019, #210289

REVISED: 10-02-2019, #210928

## Schwebke - Shiskin & Associates, Inc.

LAND SURVEYORS • ENGINEERS • LAND PLANNERS • SOILS

3240 CORPORATE WAY, MIRAMAR, FLORIDA 33025

TEL: BROWARD: (954) 435-7010 FAX: (954) 438-3288

(LB-87)



THIS IS NOT A "LAND SURVEY."

ORDER NO.: 209930

DATE: MARCH 7, 2019

SHEET 2 OF 3 SHEET(S)

F.B.: N.A.

**SKETCH**  
**CONSERVATION EASEMENT PROPERTY – TRACT "N"**

**CONSERVATION EASEMENT PROPERTY (TRACT "N")**

*All that portion of Tract "N," "CORAL REEF COMMONS," according to the Plat thereof, as recorded in Plat Book 173 at Page 93, of the Public Records of Miami-Dade County, Florida, lying Southerly of a line 55.00 feet Northerly of and parallel with, as measured at right angles to, the Southerly boundary line of said Tract "N"*

*Said Lands Containing 0.71 Net Acres, more or less.*

**NOTE:**

*The bearings shown hereon relate to an assumed bearing (S87°29'25"W) along the North line of the Northwest 1/4 of Section 25, Township 55 South, Range 39 East, Miami-Dade County, Florida.*

*See Sheets 1 and 2 for Sketch To Accompany Legal Description.*

REVISED: 05-29-2019, #210289  
REVISED: 10-02-2019, #210928

**Schwebke - Shiskin & Associates, Inc.**

LAND SURVEYORS • ENGINEERS • LAND PLANNERS • SOILS

3240 CORPORATE WAY, MIRAMAR, FLORIDA 33025

TEL: BROWARD: (954) 435-7010 FAX: (954) 438-3288

(LB-87)



THIS IS NOT A "LAND SURVEY."

ORDER NO.: 209930

DATE: MARCH 7, 2019

SHEET 3 OF 3 SHEET(S)

F.B.: N.A.

### SKETCH

*CONSERVATION EASEMENT PROPERTY - TRACT "O"*



P.O.C. – Point of Commencement  
P.O.B. – Point of Beginning

*The bearings shown hereon relate to an assumed bearing (S87°29'25"W) along the North line of the NW 1/4 of Section 25, Township 55 South, Range 39 East, Miami-Dade County, Florida.*

*See Sheet 3 of 3 for Legal Description.*

LAND SURVEYORS • ENGINEERS • LAND PLANNERS • SOILS

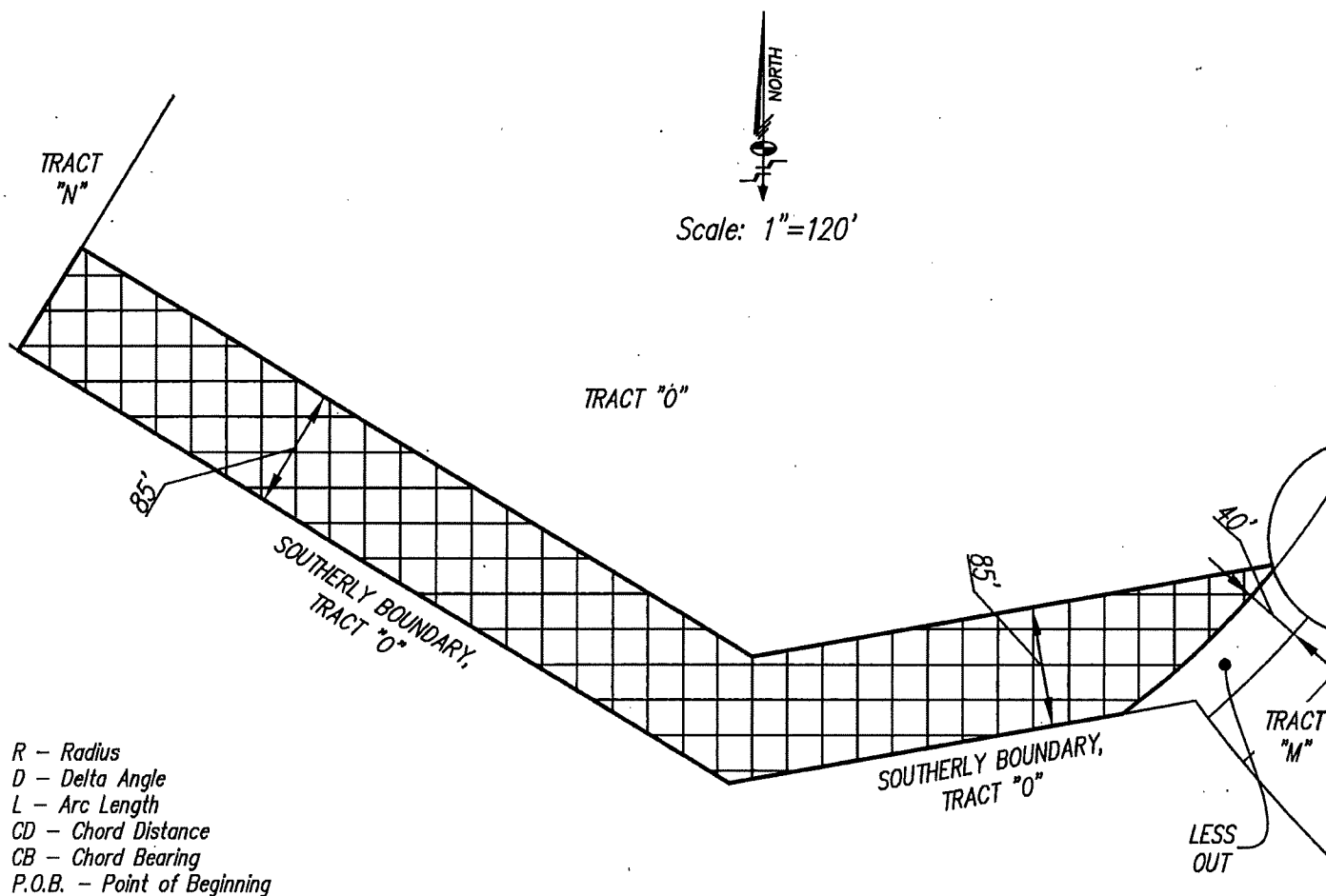
TEL: BROWARD: (954) 435-7010 FAX: (954) 438-3288

ORDER NO.: 209930

DATE: MARCH 7, 2019

F.B.:                      N.A.

# **SKETCH** **CONSERVATION EASEMENT PROPERTY – TRACT "O"**



## **NOTE:**

The bearings shown hereon relate to an assumed bearing (S87°29'25"W) along the North line of the NW 1/4 of Section 25, Township 55 South, Range 39 East, Miami-Dade County, Florida.

See Sheet 3 of 3 for Legal Description.

REVISED: 05-29-2019, #210289

REVISED: 10-02-2019, #210928

**Schwebke - Shiskin & Associates, Inc.**

LAND SURVEYORS • ENGINEERS • LAND PLANNERS • SOILS

3240 CORPORATE WAY, MIRAMAR, FLORIDA 33025

TEL: BROWARD: (954) 435-7010 FAX: (954) 438-3288

(LB-87)



THIS IS NOT A "LAND SURVEY."

ORDER NO.: 209930

DATE: MARCH 7, 2019

SHEET 2 OF 3 SHEET(S)

F.B.: N.A.

**SKETCH**  
**CONSERVATION EASEMENT PROPERTY – TRACT "O"**

**CONSERVATION EASEMENT PROPERTY (TRACT "O")**

*The Southerly 85.00 feet of Tract "O," "CORAL REEF COMMONS," according to the Plat thereof, as recorded in Plat Book 173 at Page 93, of the Public Records of Miami-Dade County, Florida.*

*LESS AND EXCEPT THEREFROM: the Easterly 40.00 feet thereof.*

*Said Lands Containing 1.78 Net Acres, more or less.*

**NOTE:**

*The bearings shown hereon relate to an assumed bearing (S87°29'25"W) along the North line of the Northwest 1/4 of Section 25, Township 55 South, Range 39 East, Miami-Dade County, Florida.*

*See Sheet 1 and 2 for Sketch To Accompany Legal Description.*

REVISED: 05-29-2019, #210289  
REVISED: 10-02-2019, #210928

**Schwebke - Shiskin & Associates, Inc.**

LAND SURVEYORS • ENGINEERS • LAND PLANNERS • SOILS

3240 CORPORATE WAY, MIRAMAR, FLORIDA 33025

TEL: BROWARD: (954) 435-7010 FAX: (954) 438-3288

(LB-87)



THIS IS NOT A "LAND SURVEY."

ORDER NO.: 209930

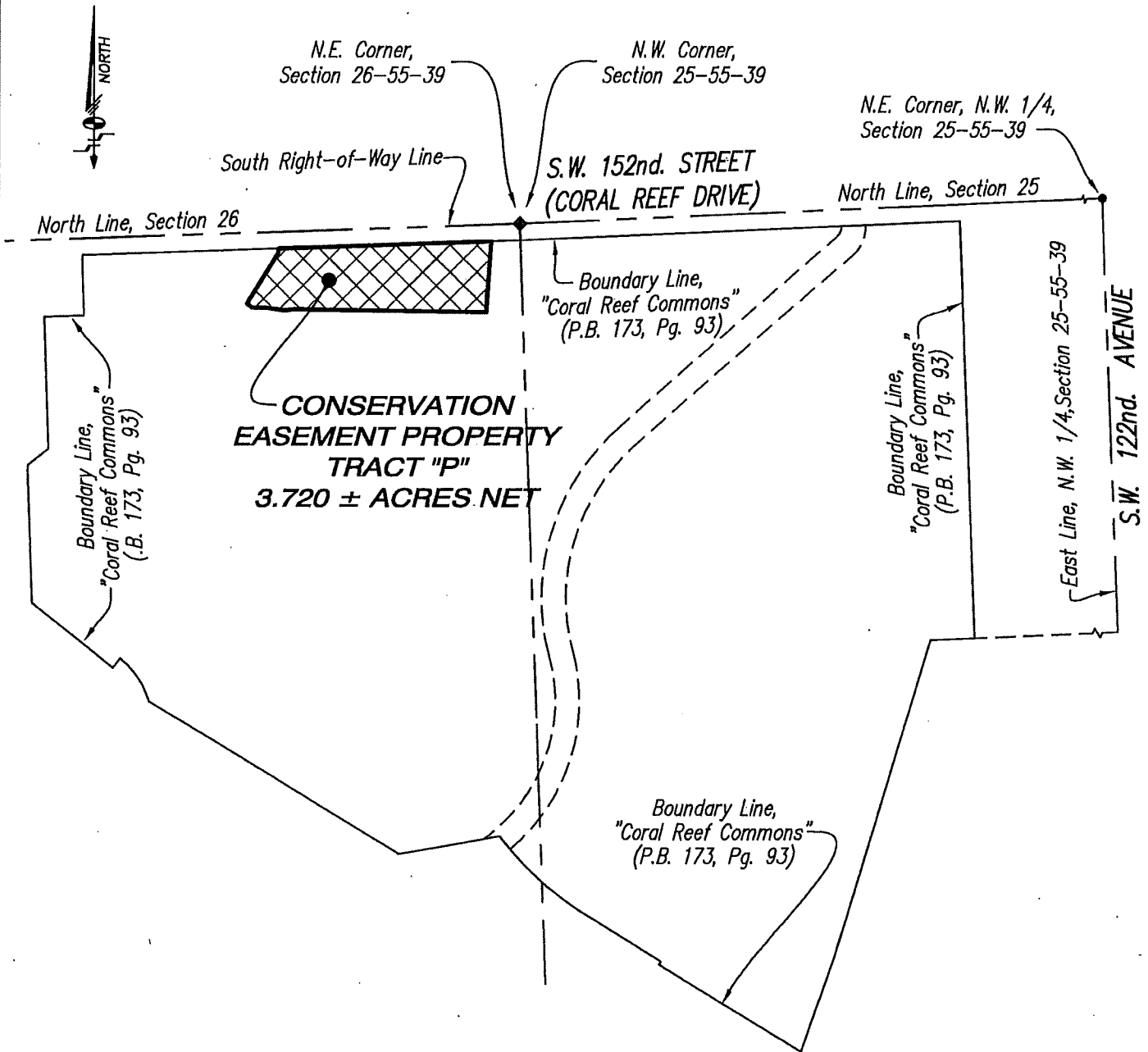
DATE: MARCH 7, 2019

SHEET 3 OF 3 SHEET(S)

F.B.: N.A.

**SKETCH**  
**CONSERVATION EASEMENT PROPERTY-TRACT "P"**

Scale: 1"=500'



REVISED: #207932  
 REVISED: 05-29-2019, #210292  
 REVISED: 10-02-2019, #210928

Update: August 31, 2017, Order No. 207548

NOTE: Prepared For: RAM REALTY ADVISORS

**Schwebke - Shiskin & Associates, Inc.**

LAND SURVEYORS • ENGINEERS • LAND PLANNERS

3240 CORPORATE WAY, MIRAMAR, FLORIDA 33025

TEL: BROWARD: (954) 435-7010 FAX: (954) 438-3288

(LB-87)

THIS IS NOT A "LAND SURVEY."

ORDER NO.: 201600

DATE: July 22, 2013

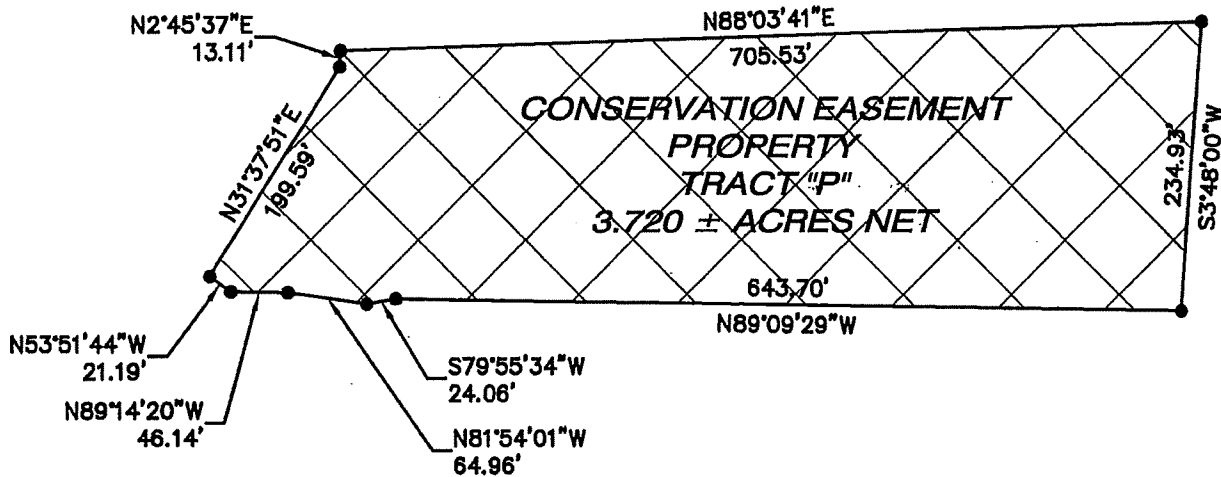
SHEET 1 OF 2 SHEET(S)

F.B.: N.A.



**SKETCH**  
**CONSERVATION EASEMENT PROPERTY-TRACT "P"**

Scale: 1"=150'



**LEGAL DESCRIPTION:** CONSERVATION EASEMENT PROPERTY (TRACT "P")

Tract "P," "CORAL REEF COMMONS," according to the Plat thereof, as recorded in Plat Book 173, at Page 93, of the Public Records of Miami-Dade County, Florida.

Said Lands Containing 3.720 Net Acres, more or less.

REVISED: #207932

REVISED: 05-29-2019, #210292

REVISED: 10-02-2019, #210928

Update: August 31, 2017, Order No. 207548

NOTE: Prepared For: RAM REALTY ADVISORS

**Schwebke - Shiskin & Associates, Inc.**  
LAND SURVEYORS • ENGINEERS • LAND PLANNERS

3240 CORPORATE WAY, MIRAMAR, FLORIDA 33025

TEL: BROWARD: (954) 435-7010 FAX: (954) 438-3288

(LB-87)



THIS IS NOT A "LAND SURVEY."

ORDER NO.: 201600

DATE: July 22, 2013

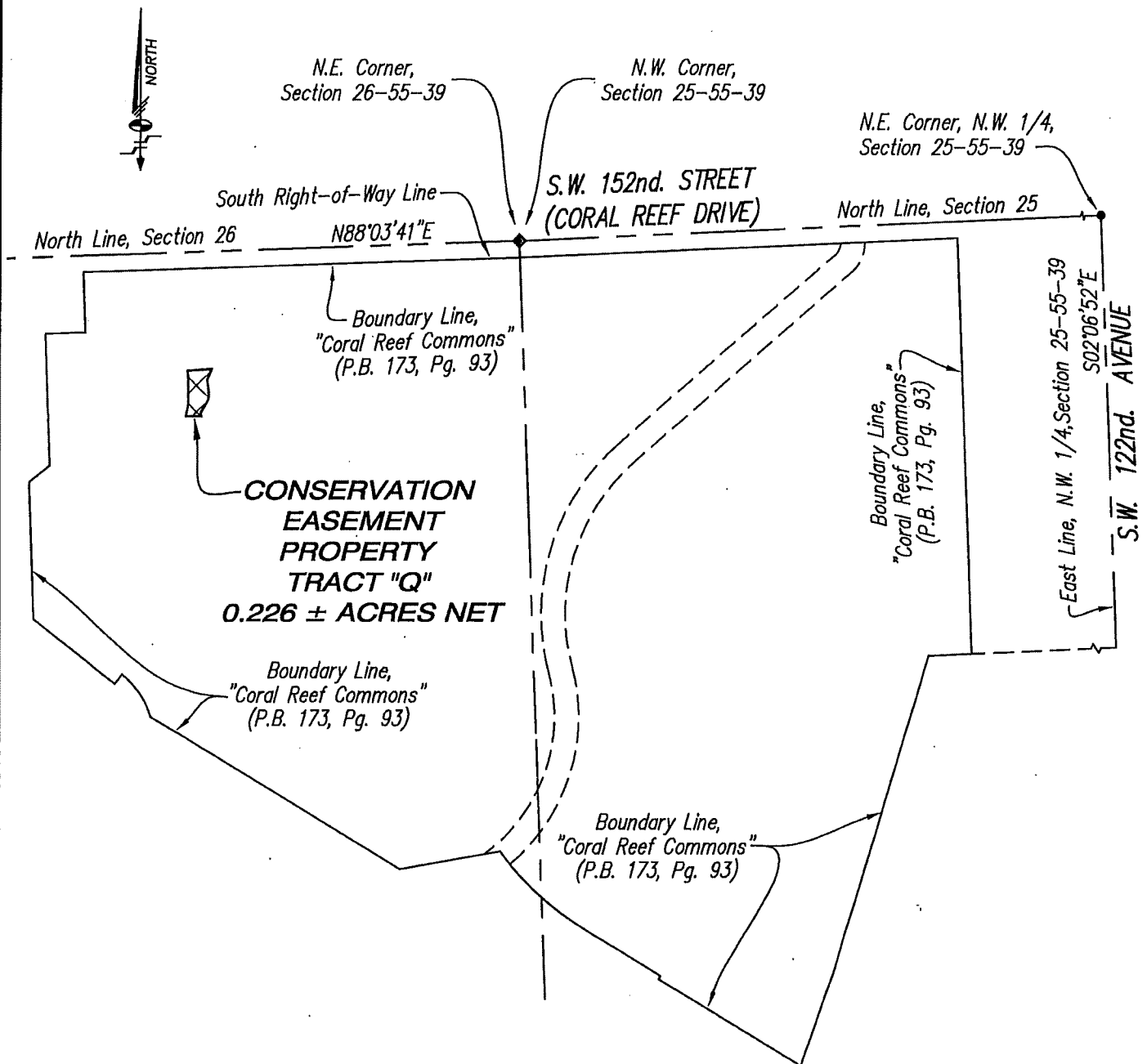
SHEET 2 OF 2 SHEET(S)

F.B.: N.A.

# SKETCH

## CONSERVATION EASEMENT PROPERTY-TRACT "Q"

Scale: 1"=500'



**CONSERVATION  
EASEMENT  
PROPERTY  
TRACT "Q"**  
0.226 ± ACRES NET

REVISED: #207932  
REVISED: 05-29-2019, #210292  
REVISED: 10-02-2019, #210928  
Update: August 31, 2017, Order No. 207548

NOTE: Prepared For: RAM REALTY ADVISORS

**Schwebke - Shiskin & Associates, Inc.**

LAND SURVEYORS • ENGINEERS • LAND PLANNERS

3240 CORPORATE WAY, MIRAMAR, FLORIDA 33025

TEL: BROWARD: (954) 435-7010 FAX: (954) 438-3288

(LB-87)

THIS IS NOT A "LAND SURVEY."

ORDER NO.: 201600

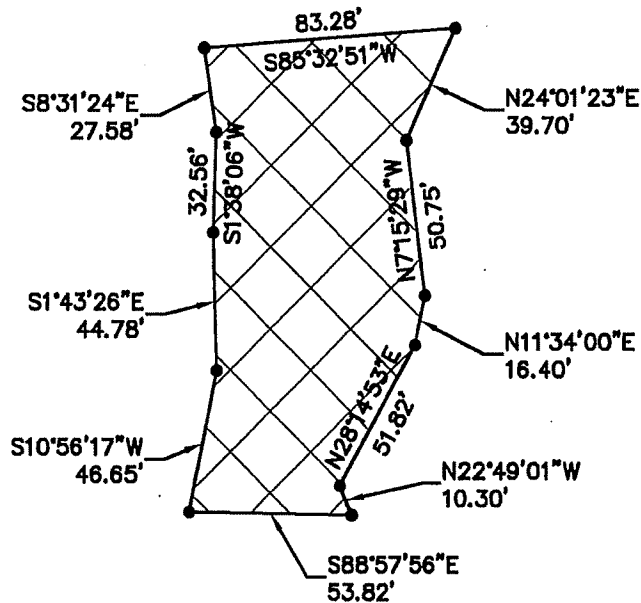
DATE: July 22, 2013

SHEET 1 OF 2 SHEET(S)

F.B.: N.A.



**SKETCH**  
**CONSERVATION EASEMENT PROPERTY-TRACT "Q"**



Scale: 1"=60'



**CONSERVATION EASEMENT  
PROPERTY  
TRACT "Q"**  
**0.226 ± ACRES NET**

LEGAL DESCRIPTION: CONSERVATION EASEMENT PROPERTY (TRACT "Q")

Tract "Q," "CORAL REEF COMMONS," according to the Plat thereof, as recorded in Plat Book 173 at Page 93, of the Public Records of Miami-Dade County, Florida.

Said Lands Containing 0.226 Net Acres, more or less.

REVISED: #207932

REVISED: 05-29-2019, #210292

REVISED: 10-02-2019, #210928

Update: August 31, 2017, Order No. 207548

NOTE: Prepared For: RAM REALTY ADVISORS

**Schwebke-Shiskin & Associates, Inc.**

LAND SURVEYORS • ENGINEERS • LAND PLANNERS

3240 CORPORATE WAY, MIRAMAR, FLORIDA 33025

TEL: BROWARD: (954) 435-7010 FAX: (954) 438-3288

(LB-87)



THIS IS NOT A "LAND SURVEY."

ORDER NO.: 201600

DATE: July 22, 2013

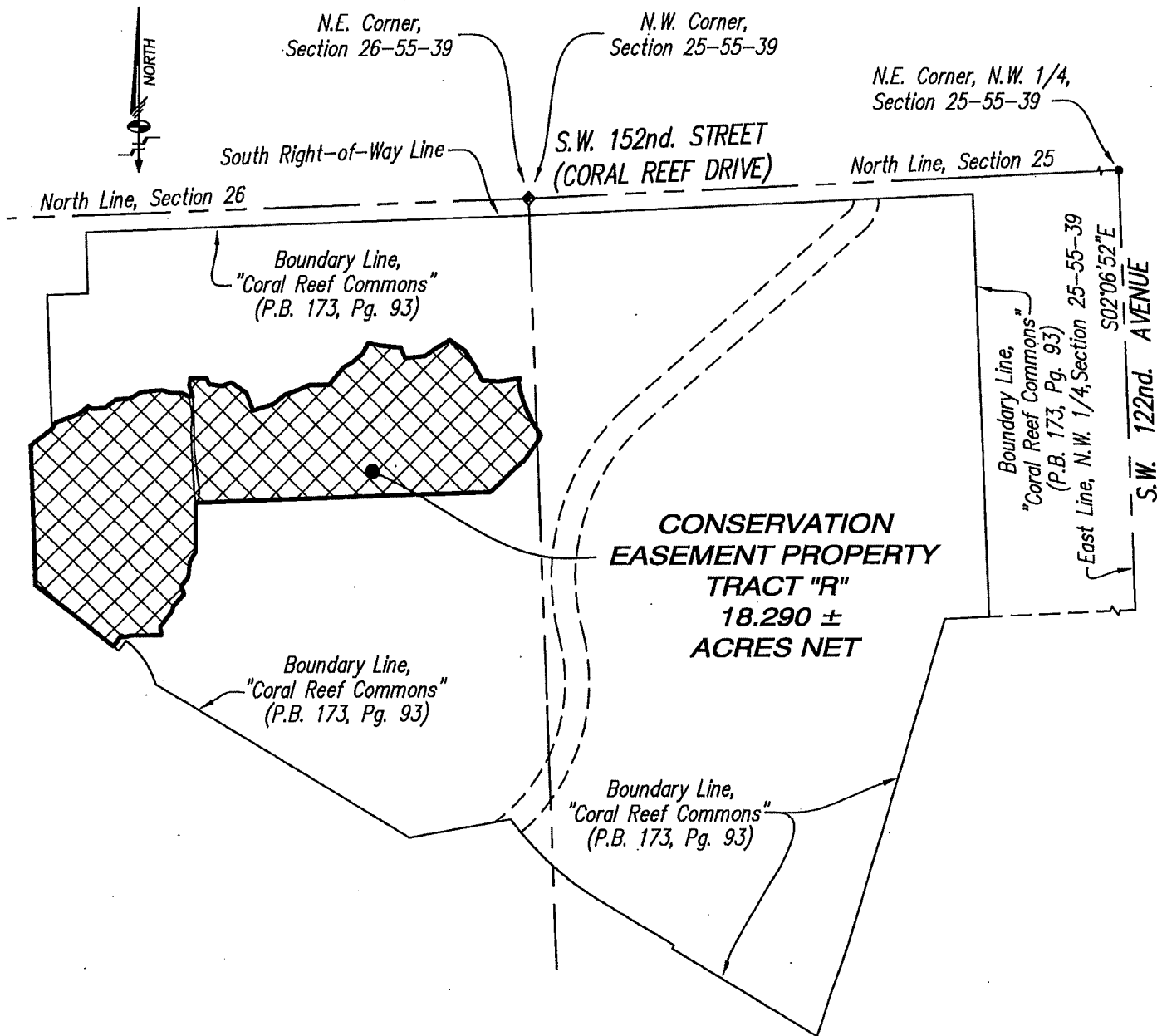
SHEET 2 OF 2 SHEET(S)

F.B.: N.A.

# SKETCH

## CONSERVATION EASEMENT PROPERTY-TRACT "R"

Scale: 1"=500'



**CONSERVATION  
EASEMENT PROPERTY  
TRACT "R"**  
18.290 ±  
ACRES NET

REVISED: #207932

REVISED: 05-29-2019, #210292

REVISED: 10-02-2019, #210928

Update: August 31, 2017, Order No. 207548

NOTE: Prepared For: RAM REALTY ADVISORS

**Schwebke-Shiskin & Associates, Inc.**

LAND SURVEYORS • ENGINEERS • LAND PLANNERS

3240 CORPORATE WAY, MIRAMAR, FLORIDA 33025

TEL: BROWARD: (954) 435-7010 FAX: (954) 438-3288

(LB-87)

THIS IS NOT A "LAND SURVEY."

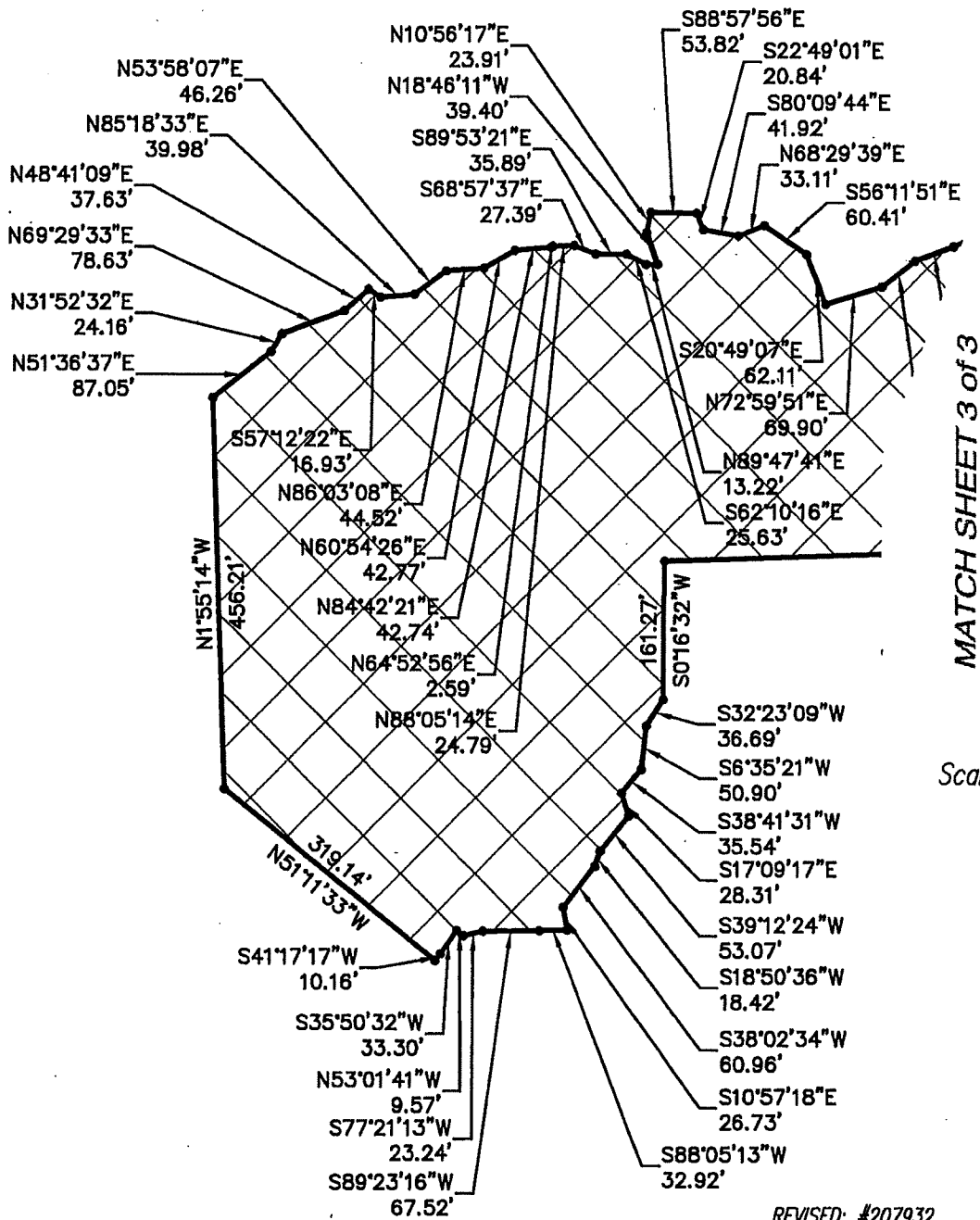
ORDER NO.: 201600

DATE: July 22, 2013

SHEET 1 OF 3 SHEET(S)

F.B.: N.A.

**SKETCH**  
**CONSERVATION EASEMENT PROPERTY-TRACT "R"**



Scale: 1"=200'



REVISED: #207932  
REVISED: 05-29-2019, #210292  
REVISED: 10-02-2019, #210928  
Update: August 31, 2017, Order No. 207548

NOTE: Prepared For: RAM REALTY ADVISORS

**Schwebke-Shiskin & Associates, Inc.**

LAND SURVEYORS • ENGINEERS • LAND PLANNERS  
3240 CORPORATE WAY, MIRAMAR, FLORIDA 33025 TEL: BROWARD: (954) 435-7010 FAX: (954) 438-3288

(LB-87)



THIS IS NOT A "LAND SURVEY."

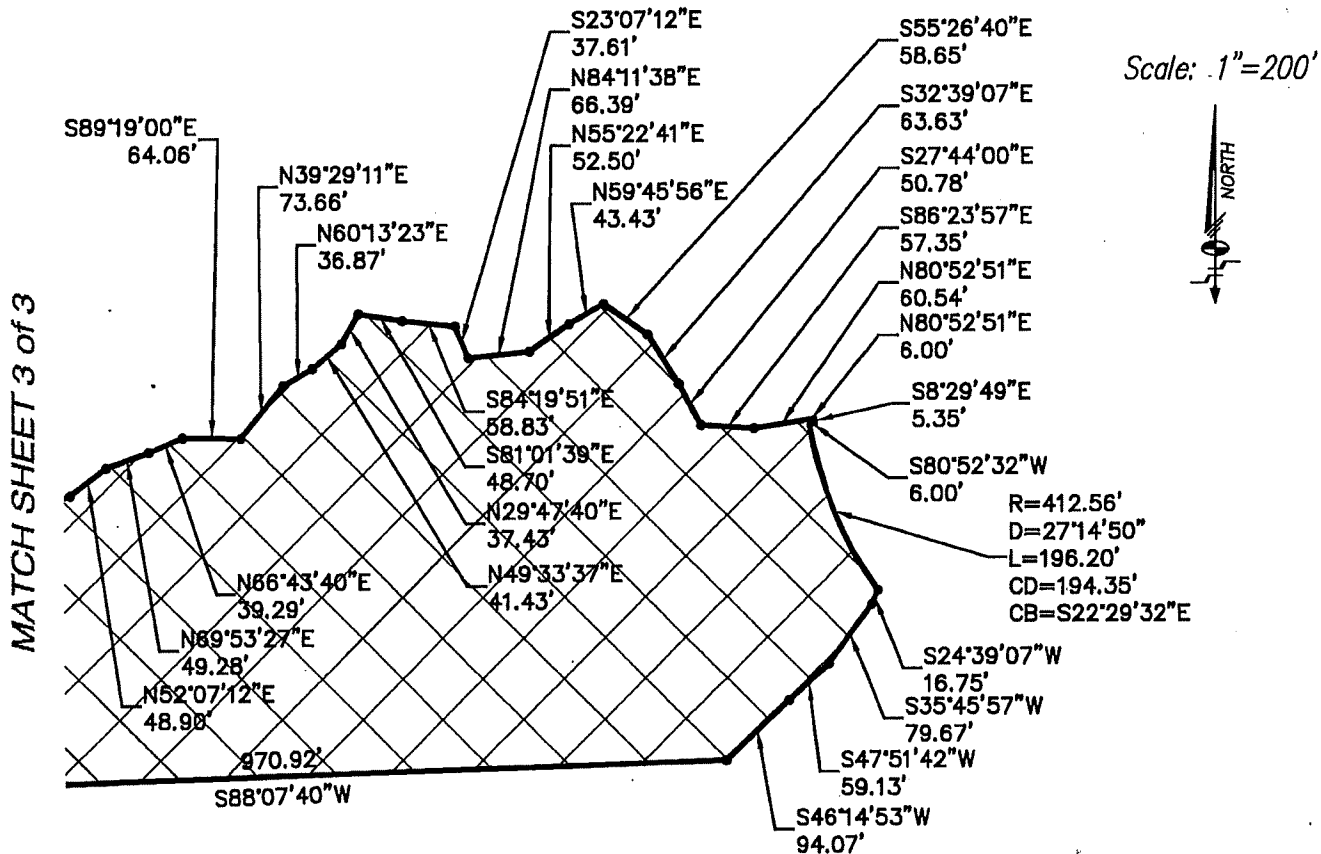
ORDER NO.: 201600

DATE: July 22, 2013

SHEET 2 OF 3 SHEET(S)

F.B.: N.A.

**SKETCH**  
**CONSERVATION EASEMENT PROPERTY-TRACT "R"**



CONSERVATION EASEMENT PROPERTY (TRACT "R"):

Tract "R," "CORAL REEF COMMONS," according to the Plat thereof, as recorded in Plat Book 173 at Page 93, of the Public Records of Miami-Dade County, Florida.

Said Lands Containing 18.290 Net Acres, more or less.

NOTE: Prepared For: RAM REALTY ADVISORS

REVISED: #207932  
REVISED: 05-29-2019, #210292  
REVISED: 10-02-2019, #210928  
Update: August 31, 2017, Order No. 207548

**Schwebke - Shiskin & Associates, Inc.**

(LB-87)

LAND SURVEYORS • ENGINEERS • LAND PLANNERS  
3240 CORPORATE WAY, MIRAMAR, FLORIDA 33025 TEL: BROWARD: (954) 435-7010 FAX: (954) 438-3288

THIS IS NOT A "LAND SURVEY."

ORDER NO.: 201600

DATE: July 22, 2013

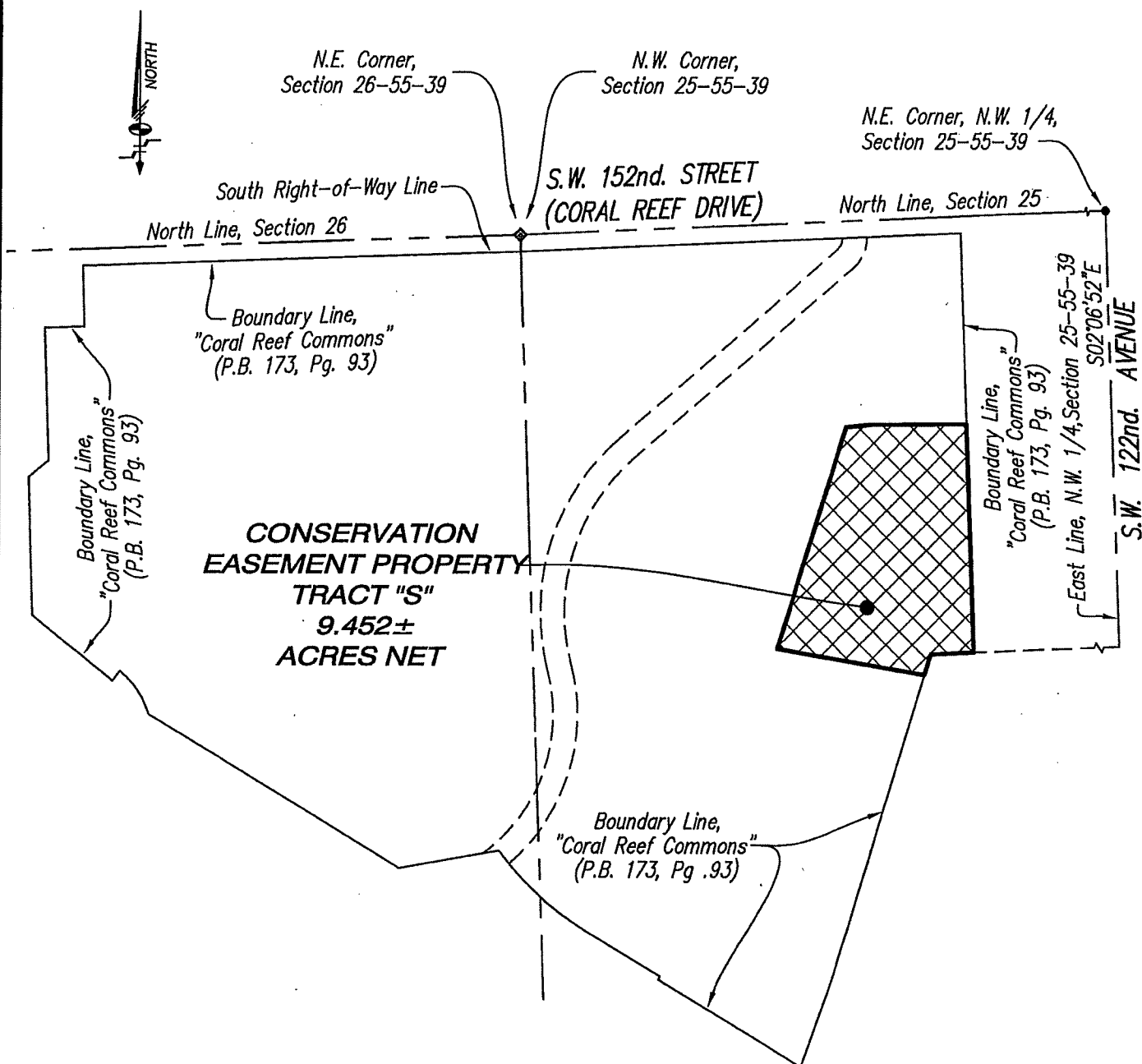
SHEET 3 OF 3 SHEET(S)

F.B.: N.A.

# SKETCH

Scale: 1"=500'

## CONSERVATION EASEMENT PROPERTY-TRACT "S"



REVISED: #207932

REVISED: 05-29-2019, #210292

REVISED: 10-02-2019, #210928

Update: August 31, 2017, Order No. 207548

NOTE: Prepared For: RAM REALTY ADVISORS

**Schwebke-Shiskin & Associates, Inc.**

LAND SURVEYORS • ENGINEERS • LAND PLANNERS

3240 CORPORATE WAY, MIRAMAR, FLORIDA 33025

TEL: BROWARD: (954) 435-7010 FAX: (954) 438-3288

(LB-87)

THIS IS NOT A "LAND SURVEY."

ORDER NO.: 201600

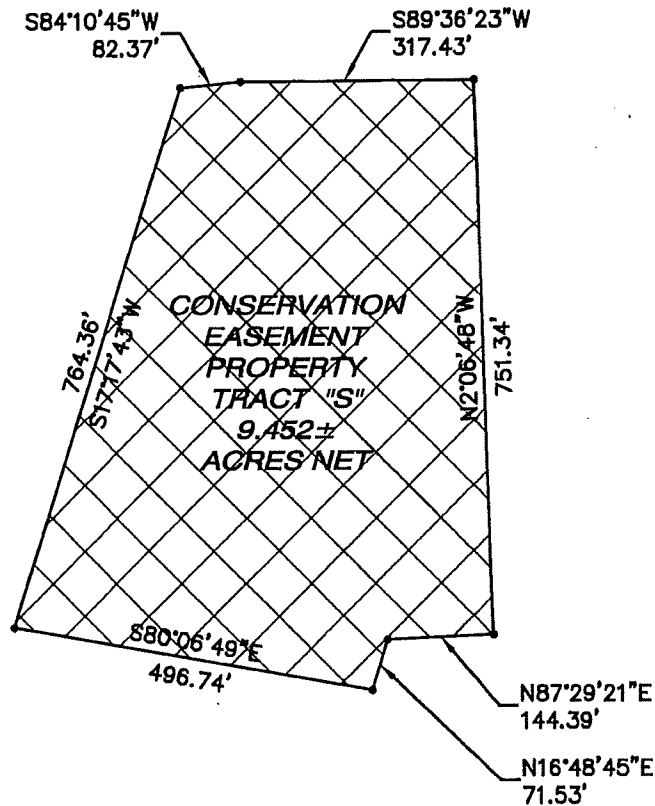
DATE: June 17, 2013

SHEET 1 OF 2 SHEET(S)

F.B.: N.A.

**SKETCH**  
**CONSERVATION EASEMENT PROPERTY-TRACT "S"**

Scale: 1"=250'



**LEGAL DESCRIPTION: CONSERVATION EASEMENT PROPERTY (TRACT "S")**

Tract "S," "CORAL REEF COMMONS," according to the Plat thereof, as recorded in Plat Book 173 at Page 93, of the Public Records of Miami-Dade County, Florida.

Said Lands Containing 9.452 Net Acres, more or less.

REVISED: #207932  
REVISED: 05-29-2019, #210292  
REVISED: 10-02-2019, #210928

NOTE: Prepared For: RAM REALTY ADVISORS

Update: August 31, 2017, Order No. 207548

**Schwebke - Shiskin & Associates, Inc.**  
LAND SURVEYORS • ENGINEERS • LAND PLANNERS

3240 CORPORATE WAY, MIRAMAR, FLORIDA 33025

TEL: BROWARD: (954) 435-7010 FAX: (954) 438-3288

(LB-87)



THIS IS NOT A "LAND SURVEY."

ORDER NO.: 201600

DATE: June 17, 2013

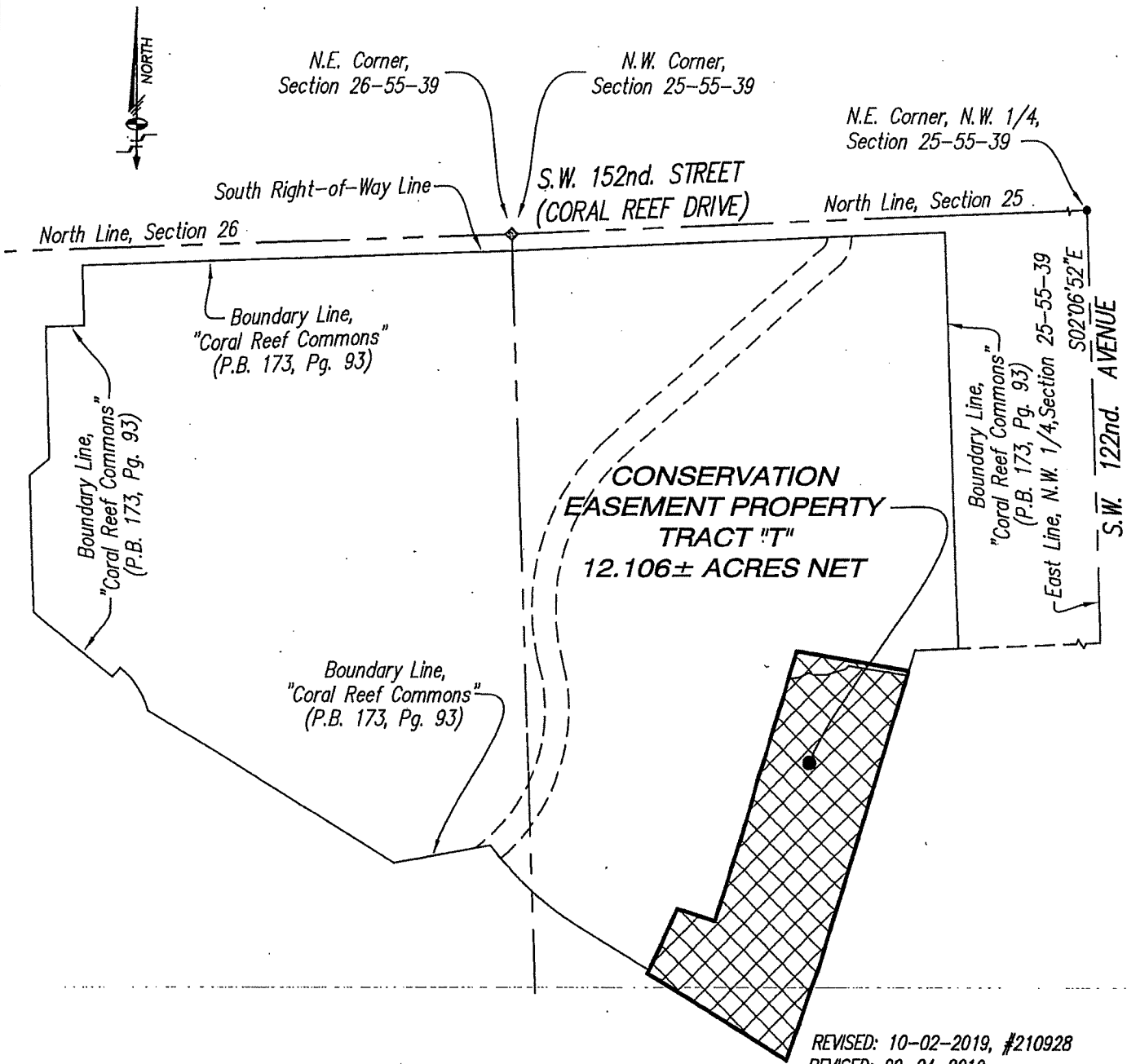
SHEET 2 OF 2 SHEET(S)

F.B.: N.A.

# SKETCH

Scale: 1"=500'

## CONSERVATION EASEMENT PROPERTY-TRACT "T"



REVISED: 10-02-2019, #210928

REVISED: 09-04-2019

REVISED: #207932

REVISED: 05-29-2019, #210292

NOTE: Prepared For: RAM REALTY ADVISORS

Update: August 31, 2017, Order No. 207548

**Schwebke-Shiskin & Associates, Inc.**

LAND SURVEYORS • ENGINEERS • LAND PLANNERS

3240 CORPORATE WAY, MIRAMAR, FLORIDA 33025

TEL: BROWARD: (954) 435-7010 FAX: (954) 438-3288

(LB-87)

THIS IS NOT A "LAND SURVEY."

ORDER NO.: 201600

DATE: July 22, 2013.

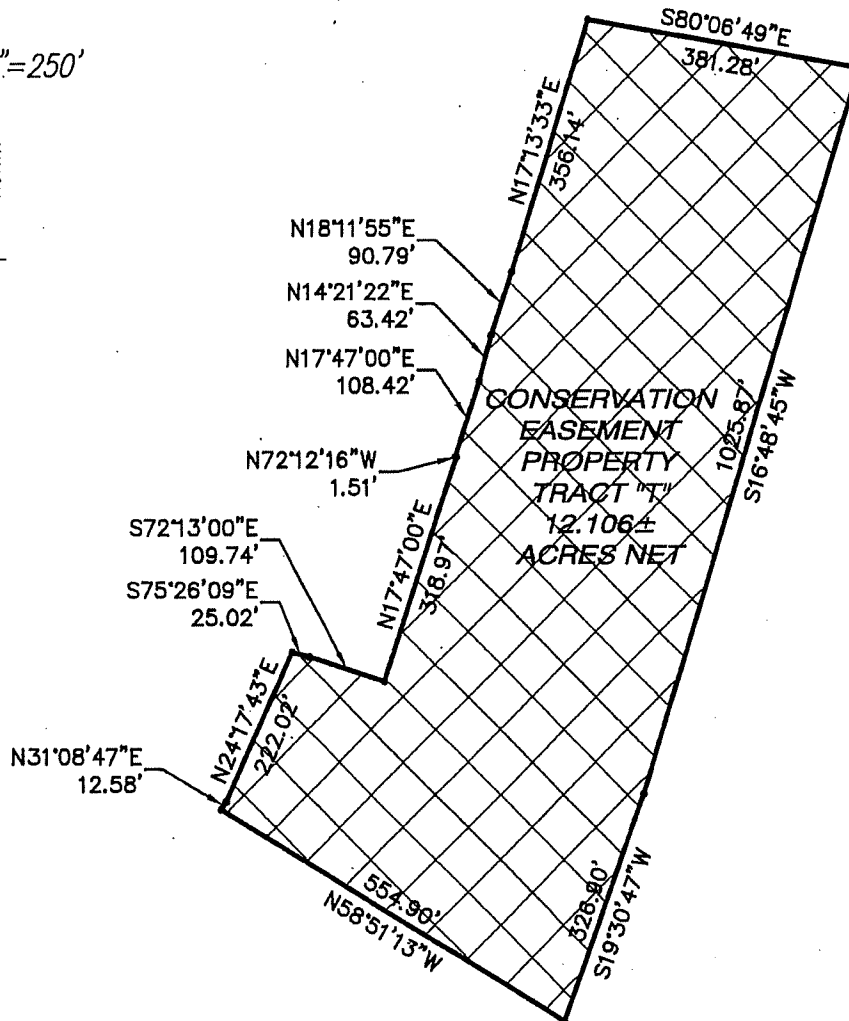
SHEET 1 OF 2 SHEET(S)

F.B.: N.A.



**SKETCH**  
**CONSERVATION EASEMENT PROPERTY-TRACT "T"**

Scale: 1"=250'



**LEGAL DESCRIPTION: CONSERVATION EASEMENT PROPERTY (TRACT "T")**

Tract "T," "CORAL REEF COMMONS," according to the Plat thereof, as recorded in Plat Book 173 at Page 93, of the Public Records of Miami-Dade County, Florida.

Said Lands Containing 12.106 Net Acres, more or less.

REVISED: 10-02-2019, #210928

REVISED: 09-04-2019

REVISED: #207932

REVISED: 05-29-2019, #210292

NOTE: Prepared For: RAM REALTY ADVISORS

Update: August 31, 2017, Order No. 207548

**Schwebke - Shiskin & Associates, Inc.**

LAND SURVEYORS • ENGINEERS • LAND PLANNERS

3240 CORPORATE WAY, MIRAMAR, FLORIDA 33025

TEL: BROWARD: (954) 435-7010 FAX: (954) 438-3288

(LB-87)



THIS IS NOT A "LAND SURVEY."

ORDER NO.: 201600

DATE: July 22, 2013

SHEET 2 OF 2 SHEET(S)

F.B.: N.A.

Prepared by, record and return to:  
Gunster, Yoakley & Stewart, P.A.  
Attn.: Paul Hines, Esq.  
777 South Flagler Drive, Suite 500 East  
West Palm Beach, Florida 33401

**CORAL REEF COMMONS  
DEED OF CONSERVATION EASEMENT**

This Deed of Conservation Easement is given this 21<sup>st</sup> day of October, 2020, by Coral Reef Retail LLC and Coral Reef Resi Ph 1 LLC having an address at 4801 PGA Boulevard, Palm Beach Gardens, Florida 33418 ("Grantor"), to Miami-Dade County ("Grantee") with third party enforcement rights to the United States Fish and Wildlife Service ("Service"), regarding the "Conservation Easement Property" (as hereinafter defined). As used herein, the term "Grantee" shall include any successors or assignees of the Grantee, and the term "Grantor" shall include all subsequent owners of the Conservation Easement Property and any successors or assignees of the Grantor. As used herein, the term "Parties" refers to Grantor and Grantee.

**WITNESSETH**

**WHEREAS**, Grantor solely owns in fee simple certain real property in Miami-Dade County, Florida, more particularly described in that certain Legal Descriptions and Sketch of the Conservation Easement Property attached hereto as Exhibit "A" and incorporated herein by this reference ("Conservation Easement Property"); and

**WHEREAS**, the Service, an agency within the United States Department of Interior, has jurisdiction over the conservation, protection, restoration, enhancement, and management of fish, wildlife, native plants, and habitat pursuant to various federal laws, including the Endangered Species Act, 16 U.S.C. Section 1531, et seq. ("ESA"), the Fish and Wildlife Coordination Act, 16 U.S.C. Sections 661-666c, the Fish and Wildlife Act of 1956, 16 U.S.C. Section 742(f) et seq., and other provisions of Federal law; and

**WHEREAS**, the Service maintains that the Conservation Easement Property possesses or is capable of possessing ecological and habitat values as defined in the Service's Habitat Conservation Plan (Incidental Take Permit No. TE15009C-0), as may be amended (the "Habitat Conservation Plan") that benefit endangered, threatened, or other species (collectively "Conservation Values") of great importance to the Grantor and the people of the State of Florida and the United States, including the Bartram's scrub-hairstreak butterfly (*Strymon acis bartrami*); Florida bonneted bat (*Eumops floridanus*); Florida leafwing butterfly (*Anaea troglodyte floridalis*); Miami tiger beetle (*Cicindelidia floridana*); Eastern indigo snake (*Drymarchon corais couperi*); Gopher tortoise (*Gopherus polyphemus*); Rim rock crowned snake (*Tantilla oolitica*); White-crowned pigeon (*Patagioenas leucocephala*); Carter's small-flowered flax (*Linum carteri* var. *carteri*); Crenulate lead plant (*Amorpha crenulata*); Deltoid spurge (*Chamaesyce deltoidea*); Florida brickell bush (*Brickellia mosieri*); Florida bristle fern (*Trichomanes punctatum* ssp. *floridanum*); Florida prairie clover (*Dalea carthagenesis* var. *floridana*); Sand flax (*Linum arenicola*); Small's milkpea (*Galactia smallii*); Tiny polygala (*Polygala smallii*); Blodgett's silver bush (*Argythamnia blodgettii*); Everglades bully (*Sideroxylon reclinatum* ssp. *Austrofloridense*); Florida pineland crabgrass (*Digitaria pauciflora*); Garber's spurge (*Chamaesyce garberi*); and Clamshell orchid (*Encyclia cochleata* var. *triandra*) (collectively, the "Covered Species"); and

**WHEREAS**, Grantor has received Federal Fish and Wildlife Threatened Species Permit Number TE15009C-0 from the Service (the "Permit") authorizing permanent alteration of 86.49 acres of previously developed lands, disturbed uplands, and pine rockland habitat and in consideration of the consents granted by the Permit, the Grantor has agreed to establish a Conservation Easement over the Conservation Easement

Property, and to implement specific land management practices that must be undertaken to minimize and mitigate adverse impacts to the Covered Species and their habitat. These specific land management practices are described in the Permit and its associated Habitat Conservation Plan, both of which are incorporated onto this Conservation Easement by reference; and

**WHEREAS**, the Grantor, in consideration of the terms of the Conservation Easement, agrees to grant and secure to the Grantee a perpetual conservation easement as defined in Section 704.06, Florida Statutes, over the Conservation Easement Property; and

**WHEREAS**, the Grantee is accepting this Conservation Easement to assist in the preservation of the Conservation Easement Property, but is not the entity issuing or enforcing the Permit. The Service is the entity issuing the Permit and with the authority to enforce same as described herein; and

**NOW, THEREFORE**, in consideration of the above recitals and the mutual covenants, terms, conditions, and restrictions contained herein, together with other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, Grantor hereby grants, creates, and establishes a perpetual conservation easement for and in favor of the Grantee upon the Conservation Easement Property which shall run with the land and be binding upon the Grantor and shall remain in full force and effect forever.

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

1. **Recitals.** The recitals hereinabove set forth are true and correct and are hereby incorporated into and made part of this Conservation Easement.
2. **Purpose.** The purpose of this Conservation Easement is to ensure that the Conservation Easement Property shall be protected forever and used as a conservation area, consistent with the Permit and Habitat Conservation Plan. The Parties intend that this Conservation Easement will confine the use of the Conservation Easement Property to such uses as are consistent with the purpose of this Conservation Easement, the Permit, and the Habitat Conservation Plan. It is the intent of this Conservation Easement to assure that the Conservation Easement Property will be retained and maintained in the natural vegetative and hydrologic condition suitable for the purpose of providing optimal habitat for the Covered Species living in the area and using the Conservation Easement Property.
3. **The Service's Rights.** To carry out the purpose of this Conservation Easement, the Grantor conveys the following rights to the Service:
  - a. The Service may enter upon the Conservation Easement Property at any time after giving twenty-four (24) hours prior notice to the Grantor or their successors in order to monitor Grantor's compliance with this Conservation Easement, the Permit, and the Habitat Conservation Plan, monitor and survey the Conservation Easement Property for Covered Species habitat and otherwise enforce the terms of this Conservation Easement the Permit, and the Habitat Conservation Plan;
  - b. The Service may enjoin any activity on or use of the Conservation Easement Property that is inconsistent with this Conservation Easement, the Permit, and the Habitat Conservation Plan, to require restoration of such areas or features of the Conservation Easement Property that may be damaged by any act, failure to act, or any use or activity that is inconsistent with the purposes of this Conservation Easement and to preserve the Conservation Values of the Conservation Easement Property; and

- c. The Service may preserve, protect and sustain the biological resources and Conservation Values of the Conservation Easement Property unless specifically excluded from this Conservation Easement; and
  - d. The Service may enforce the terms, provisions and restrictions of this Conservation Easement.
4. **Prohibited Use.** Unless expressly authorized by the Service, and in accordance with the Permit and Habitat Conservation Plan, or as reserved in paragraph 5 of this Conservation Easement, or as deemed necessary to successfully achieve the desired goals of the Permit and Habitat Conservation Plan, the following activities are prohibited on the Conservation Easement Property:
- a. Construction, reconstruction, or placement of any road, sign, billboard, or other advertising, utilities, or any other building or structure on or above the ground;
  - b. Dumping or placing of soil or other substance or material as landfill, or dumping of trash, waste, biosolids, or unsightly or offensive materials (excluding trash can on trash pickup days);
  - c. Removal or destruction of trees, shrubs, or vegetation, with exception of the removal of nuisance and exotic plant species, to facilitate restoration and management of habitat, or for fire management, as permitted in the Permit;
  - d. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface;
  - e. Mineral exploration, excavation, draining, or dredging;
  - f. Surface use except for purposes that permit the land or water areas to remain in their existing natural conditions;
  - g. 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;
  - h. Acts or uses detrimental to such aforementioned retention of land or water areas in their existing natural condition;
  - i. Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties on the Conservation Easement Property having historical, architectural, archaeological, or cultural significance;
  - j. Alteration of the general topography of the Conservation Easement Property;
  - k. Planting, introduction, or dispersal of exotic plant or animal species;
  - l. Commercial or industrial uses;
  - m. Acts that create adverse impacts to federally-listed or candidate species or their critical habitat except as provided by law;
  - n. Operation of motorized vehicles except those motorized vehicles and other off-road

vehicles that may be operated as required for the restoration, maintenance, and monitoring activities required by the Permit; and

- o. Acts or uses detrimental to the preservation of any features or aspects of the Conservation Easement Property having historical, archaeological, or cultural significance; and
  - p. Manipulation, impoundment, or alteration of any natural watercourse, body of water, or water circulation on the Conservation Easement Property.
5. **Grantor's Reserved Rights.** Grantor reserves unto itself, its successors and assigns, and all successor owners of the Conservation Easement Property or any portion thereof:
- a. All rights accruing from its ownership of the Conservation Easement Property, including the right to engage in or to permit or invite others to engage in all uses of the Conservation Easement Property that are neither expressly prohibited herein, inconsistent with the purpose of this Conservation Easement, nor likely to negatively impact the quality of the Conservation Easement Property as Covered Species habitat;
  - b. The right to conduct activities on the Conservation Easement Property, including, but not limited to, restoration, maintenance, and monitoring activities, as set forth in the Permit and Habitat Conservation Plan;
  - c. The right to maintain permitted drainage on the Conservation Easement Property in accordance with the Conservation Easement.
6. **Grantee's and the Service's Duties.** For actions taken pursuant to this Conservation Easement, neither Grantee nor the Service shall unreasonably interfere with Grantor or its invitees', guests', and agents' use and quiet enjoyment of the Conservation Easement Property. Grantee and Service agree that neither Grantor nor any affiliate, subsidiary or other related party of Grantor shall be liable for or obligated for any liability, penalty, cost, loss, damage, expense, cause of action, claim, demand, or judgment arising from or in any way connected with Grantee's or Service's conduct and/or negligence on or about the Conservation Easement Property pursuant to this paragraph. Notwithstanding anything in this Conservation Easement to the contrary, unless Grantee, through the Miami-Dade County Mayor or the Mayor's designee has specifically stated in writing that Grantee's particular action or inaction is undertaken pursuant to this Conservation Easement, any action or inaction undertaken by Grantee shall be assumed to be undertaken pursuant to Grantee's authority under the Code of the Miami-Dade County or other applicable authority.
7. **Grantor's Duties.** Grantor shall undertake all reasonable actions to prevent the unlawful entry and trespass upon the Conservation Easement Property by persons whose activities may degrade or harm the Conservation Values of the Conservation Easement Property. The Grantor also shall be responsible for control of public access to the Conservation Easement Property. Grantor shall be responsible for the funding of the payment of all costs and expenses relating to ongoing management and maintenance of the Conservation Easement Property from the financial assurances described in Permit Conditions G. 30.-32., which has been established by Grantor, see more specifically paragraph 23, below.

The Grantor will provide maintenance of the Conservation Easement Property into perpetuity as described in the Permit and the Habitat Conservation Plan. Said maintenance involves on-site enhancement and conservation of approximately 51.41 acres, and must meet the success criteria outlined in the aforementioned HCP.

8. **Additional Limitations on Liability.** Neither the ownership of this Conservation Easement by Grantee nor the attempted enforcement of rights held by the Grantee pursuant to this Conservation Easement shall subject the Grantee to any liability for any damage or injury that may be suffered by any person on the Conservation Easement Property or as a result of the condition of the Conservation Easement Property.
9. **Grantee's Rights as Sovereign.** It is expressly understood that the Grantee has regulatory powers and authorities with respect to the Conservation Easement Property, including but not limited to through Miami-Dade County Code, Miami-Dade County permits, and Miami-Dade County covenants, and nothing in this Conservation Easement shall be construed to limit or affect in any way said powers or authorities of Grantee. Furthermore, notwithstanding any provision of this Conservation Easement, (a) the Grantee retains all of its sovereign prerogatives and rights as a county under Florida laws and shall not be estopped from enforcing or withholding or refusing to issue any approvals and applications under present or future laws and regulations of whatever nature applicable to the Conservation Easement Property, (b) the Grantee is not obligated to grant any applications for building, zoning, planning or development under present or future laws and regulations of whatever nature, and (c) the Grantee shall not be limited in any way from exercising its powers and authorities pursuant to the Code of Miami-Dade County, Miami-Dade County permits, Miami-Dade County covenants, County regulations, or any other source of power or authority for Miami-Dade County, and this Conservation Easement shall have no effect on any such exercise of authority.
10. **No Dedication.** No right of access, ingress, or egress by the general public to any portion of the Conservation Easement Property is conveyed by this Conservation Easement.
11. **Obligations of Ownership.** Grantor retains all responsibilities and all obligations related to the ownership, operation, upkeep, and maintenance of the Conservation Easement Property. Grantor shall keep the Conservation Easement Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor. Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Conservation Easement Property by competent authority, and shall furnish Grantee and the Service with satisfactory evidence of payment upon written request. Grantor remains solely responsible for obtaining any applicable permits and approvals required for any activity or use permitted on the Conservation Easement Property by this Conservation Easement, and any such activity or use shall be undertaken in accordance with all applicable federal, state, local, and administrative agency laws, statutes, ordinances, rules, regulations, orders, and requirements.
12. **Enforcement.** Grantee and/or the Service have the right to enforce the terms, provisions and restrictions of this Conservation Easement. Any forbearance on behalf of Grantee or the Service to exercise its right of enforcement hereunder shall not be deemed or construed to be a waiver of either of their rights hereunder. All of the remedies provided herein shall be deemed to be independent and cumulative and shall be deemed to be supplemental to any remedies provided by law, ordinance, or any other source of authority.
13. **Remedies for Violation and Corrective Action.** If Grantee, Grantor, or the Service determines there is a violation of the terms of this Conservation Easement or that a violation is threatened, written notice of such violation and a demand for corrective action sufficient to cure the violation shall be given to the putative violator as well as to the Service, Grantee, and Grantor. In any such instance, the corrective measures to cure the violation of the Conservation Easement shall be reviewed and approved by the Service prior to implementation. If a violation is not cured within thirty (30) days after receipt of written notice and demand, or if the cure reasonably requires more

than thirty (30) days to complete and there is failure to begin the cure within the 30-day period or to continue diligently to complete the cure, Grantee, Grantor, or the Service may bring an action at law or in equity in a court of competent jurisdiction to enforce compliance with the terms of this Conservation Easement, to recover any damages to which Grantee, Grantor, or the Service may be entitled for violation of the terms of this Conservation Easement or for any damage to the Conservation Values of the Conservation Easement Property or for other equitable relief, including, but not limited to, the restoration of the Conservation Easement Property to the condition in which it existed prior to the violation or damage. Without limiting the violator's liability, any damages recovered may be applied to the cost of undertaking any corrective action on the Conservation Easement Property. Notwithstanding anything stated in this Conservation Easement, no action shall be authorized against Grantee, nor shall any demand for corrective action or damages lie against Grantee.

14. **Acts Beyond Grantor's Control.** Nothing contained in this Conservation Easement shall be construed to entitle Grantee or the Service to bring any action pursuant to this Conservation Easement against Grantor for any injury to or change in the Conservation Easement Property resulting from natural causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement or from any necessary action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Conservation Easement Property or to persons resulting from such causes.
15. **Hold Harmless.** Grantor shall hold harmless, indemnify, and defend Grantee and its members, directors, officers, employers, agents and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, orders, liens or judgments, including, without limitation, reasonable attorney's fees, arising from or in any way connected with: (a) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition or other matter related to or occurring on or about the Conservation Easement Property, regardless of cause, unless due to the negligence of any of the Indemnified Parties; (b) Grantor's obligations specified in this Conservation Easement; and (c) the obligations, covenants, representations, and warranties of this Conservation Easement relating to Paragraph 11 of this Conservation Easement. Grantor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of Miami-Dade County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Grantor expressly understands and agrees that any insurance protection required by this Conservation Easement or otherwise provided by Grantor shall in no way limit the responsibility to indemnify, keep and save harmless and defend Miami-Dade County or its officers, employees, agents and instrumentalities as herein provided.
16. **Assignment.** Grantee will hold this Conservation Easement exclusively for conservation purposes and for the purpose set forth in Paragraph 2 of this Conservation Easement. Grantee will not assign its rights and obligations under this Conservation Easement except to another organization or entity qualified to hold such interests under the applicable state and federal laws and committed to hold this Conservation Easement exclusively for the purposes set forth herein. Grantee may not assign this Conservation Easement without written consent of Grantor and the Service.
17. **Subsequent Property Transfer.** Grantor agrees to either refer to this Conservation Easement or, alternatively, incorporate the terms of this Conservation Easement in any deed or other legal instrument by which Grantor divests itself of any interest in all or a portion of the Conservation Easement Property, including, without limitation, a leasehold interest. Grantor further agrees to give Grantee and the Service written notice of the intent to transfer any interest at least thirty (30)

days prior to the date of such transfer. Grantee or the Service shall have the right to prevent subsequent transfers in which prospective subsequent claimants or transferees are not given notice of the terms, covenants, conditions and restrictions of this Conservation Easement or whenever a subsequent Conservation Easement Property transfer will result in a merger of the Conservation Easement and the Conservation Easement Property in a single Property owner (thereby extinguishing the Conservation Easement) if no method or mechanism deemed adequate to preserve, protect and sustain the Conservation Easement Property in perpetuity has been established. The failure of Grantor to perform any act required by this section shall not impair the validity of this Conservation Easement or limit its enforcement in any way.

18. **Severability.** If any provision of this Conservation Easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this Conservation Easement shall not be affected thereby as long as the purpose of the Conservation Easement is preserved.
19. **Recordation.** Grantor shall record this Conservation Easement in timely fashion in the Official Records of Miami-Dade County, Florida, and shall re-record it at any time Grantee may require to preserve its rights. Grantor shall pay all recording costs and taxes necessary to record this Conservation Easement in the public records. Grantor will hold Grantee harmless from any recording costs or taxes necessary to record this Conservation Easement in the public records.
20. **Modifications.** This Conservation Easement may be amended, altered, released, or revoked only by written agreement between the Parties hereto or their heirs, assigns, or successors-in-interest and with written approval of the Service. Any such modification shall be consistent with the purposes of this Conservation Easement and shall not affect the perpetual duration of this Conservation Easement. The Grantee shall promptly record any written modification in the public records of Miami-Dade County, Florida and thereafter promptly provide a confirmed copy of the recorded modification to the Grantor and to the Service.
21. **Written Notice.** All notices, consents, approvals or other communications hereunder shall be in writing and delivered personally or sent by facsimile or by a recognized overnight delivery service. Notice by either of the previous methods shall be deemed given upon delivery. Notice also may be sent by United States mail, certified, return receipt requested and postage prepaid. Such notice shall be deemed given five (5) days after deposit in the United States mail. Notice shall be addressed as follows or to such other address as either Party or the Service may from time to time specify in writing:

To Grantor: Coral Reef Retail LLC  
Coral Reef Resi Ph 1 LLC  
c/o Ram Realty Advisors LLC  
4801 PGA Boulevard  
Palm Beach Gardens, Florida 33418  
Attn: Karen D. Geller, General Counsel  
Fax: (561) 630-6717

To Grantee: Miami-Dade County Department of Regulatory and Economic Resources  
Environmental Resources Management  
Natural Resources Division  
701 NW 1st Court, 6th Floor  
Miami, Florida 33136

Fax: (305) 372-6759

To the Service: U.S. Fish and Wildlife Service  
 South Florida Ecological Services Field Office  
 1339 20<sup>th</sup> Street  
 Vero Beach, Florida 32960  
 Fax: (772) 562-4288

22. **Subordination of Liens.** Grantor hereby covenants with said Grantee that Grantor is lawfully seized of said Conservation Easement Property in fee simple; that the Conservation Easement Property is free and clear of all encumbrances that are inconsistent with the terms of this Conservation Easement; that all mortgages and liens on the Conservation Easement Property, if any, have been subordinated to this Conservation Easement; that Grantor has good right and lawful authority to convey this Conservation Easement; and that Grantor hereby fully warrants and defends the title to the Conservation Easement hereby conveyed against the lawful claims of all persons whomsoever.
23. **Funding.** Funding for the ongoing management and maintenance of the Conservation Easement Property pursuant to this Conservation Easement shall come from the financial assurances described in Permit Conditions G. 30.-32., and by any other means specified in the Conservation Easement.
24. **No Merger or Release.** This Conservation Easement provides specific and substantial rights to the Service as provided herein and in accordance with other agreements between the Grantor and the Service. These rights, among other things, prohibit the release or assignment of the rights, obligations and encumbrances established by this Conservation Easement in any fashion, except upon written approval of the Service. It is the intent of the Grantor, the Grantee, and the Service that this Conservation Easement shall be a covenant running with title to the Conservation Easement Property and that this Conservation Easement shall be binding upon subsequent owners of the Conservation Easement Property. The Parties covenant and agree that this Conservation Easement may not be assigned, terminated or released in any manner or fashion without the consent and written agreement of the Service. In the event that the Grantor or any subsequent owner of the Conservation Easement Property shall convey fee title to the Conservation Easement Property to the Grantee or to any successor of the Grantee, the Parties expressly covenant and agree that this Conservation Easement shall not be terminated or extinguished by operation of law pursuant to the doctrine of merger or any similar or dissimilar doctrine or rule of law.
25. **Management.** Grantor hereby covenants that the management of the Conservation Easement Property shall be undertaken either by Grantor directly or by another party as provided in this Conservation Easement, the Permit or the Habitat Conservation Plan and any other agreement(s) entered into by Grantor which agreement(s) shall be in compliance with the terms of this Conservation Easement and the Permit and the Habitat Conservation Plan. If management is to be undertaken by another party, Grantor must obtain that party's consent to undertake the management and provide payment to that party in accordance with the financial assurances described in Permit Conditions G. 30.-32 and the approval of the Service.
26. Nothing herein shall constitute a waiver of Section 768.28 of the Florida Statutes or shall be construed as impacting or modifying the protections set forth therein.
27. **No Third Party Beneficiaries.** Except for this Conservation Easement's express grant of rights to the Service, nothing in this Conservation Easement, express or implied, is intended to (i) confer

upon any entity or person other than the Parties and their successors or assigns any rights or remedies under or by any reason of this Conservation Easement as a third party beneficiary or otherwise, except as specifically provided in this Conservation Easement; or (ii) authorize anyone not a party to this Conservation Easement to maintain an action pursuant to or based upon this Conservation Easement.

**TO HAVE AND TO HOLD** unto Grantee, its successors, and assigns forever. The covenants, terms, conditions, restrictions and purposes imposed with this Conservation Easement shall be binding upon Grantor, and shall continue as a servitude running into perpetuity with the Conservation Easement Property.

Grantor hereby covenants with said Grantee that Grantor is lawfully seized of said Conservation Easement Property in fee simple; that the Conservation Easement Property is free and clear of all encumbrances that are inconsistent with the terms of this Conservation Easement; that Grantor has good right and lawful authority to convey this Conservation Easement; and it hereby fully warrants and defends the title to the Conservation Easement hereby conveyed by the lawful claims of all persons whomsoever.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, Grantor has hereunto set its authorized hand this 21<sup>st</sup> day of October, 2020.

**GRANTOR:**

**Witnesses:**

CORAL REEF RESI PH I LLC,  
a Delaware limited liability company

By: Coral Reef Commons Ram LLC, a  
Delaware limited liability company,  
as Manager

By: [Signature]  
Name: Keith L. Cummings  
Its: Manager

[Signature]  
(Print Name) KAREN D. GELLER

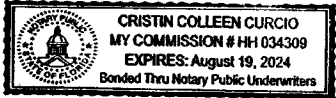
[Signature]  
(Print Name) Heidi Hughes

STATE OF FLORIDA           )  
                                          )  
COUNTY OF PALM BEACH   )

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of October, 2020, by means of ☒ physical presence or ☐ online notarization by Keith L. Cummings, as Manager of Coral Reef Commons Ram LLC, a Delaware limited liability company, the Manager of Coral Reef Resi Ph I LLC, a Delaware limited liability company, on behalf of the company. He is XXX personally known to me or     has produced a Florida driver's license as identification.

[Signature]  
Name: Cristin Curcio  
Notary Public-State of Florida

[NOTARY SEAL]



IN WITNESS WHEREOF, Grantor has hereunto set its authorized hand this 21<sup>st</sup> day of October, 2020.

**GRANTOR:**

**Witnesses:**

CORAL REEF RETAIL LLC,  
a Delaware limited liability company

By: Coral Reef Commons Ram LLC, a  
Delaware limited liability company,  
as Manager

Harren D. Geller  
(Print Name) HARREN D. GELLER

By: [Signature]  
Name: Keith L. Cummings  
Its: Manager

Heidi Hughes  
(Print Name) Heidi Hughes

STATE OF FLORIDA            )  
                                          )  
COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of October, 2020, by means of ☒ physical presence or ☐ online notarization by Keith L. Cummings, as Manager of Coral Reef Commons Ram LLC, a Delaware limited liability company, the Manager of Coral Reef Retail LLC, a Delaware limited liability company, on behalf of the company. He is XXX personally known to me or      has produced a Florida driver's license as identification.

Cristin Curcio  
Name: Cristin Curcio  
Notary Public-State of Florida

[NOTARY SEAL]

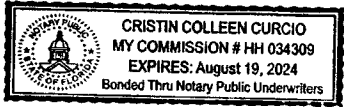
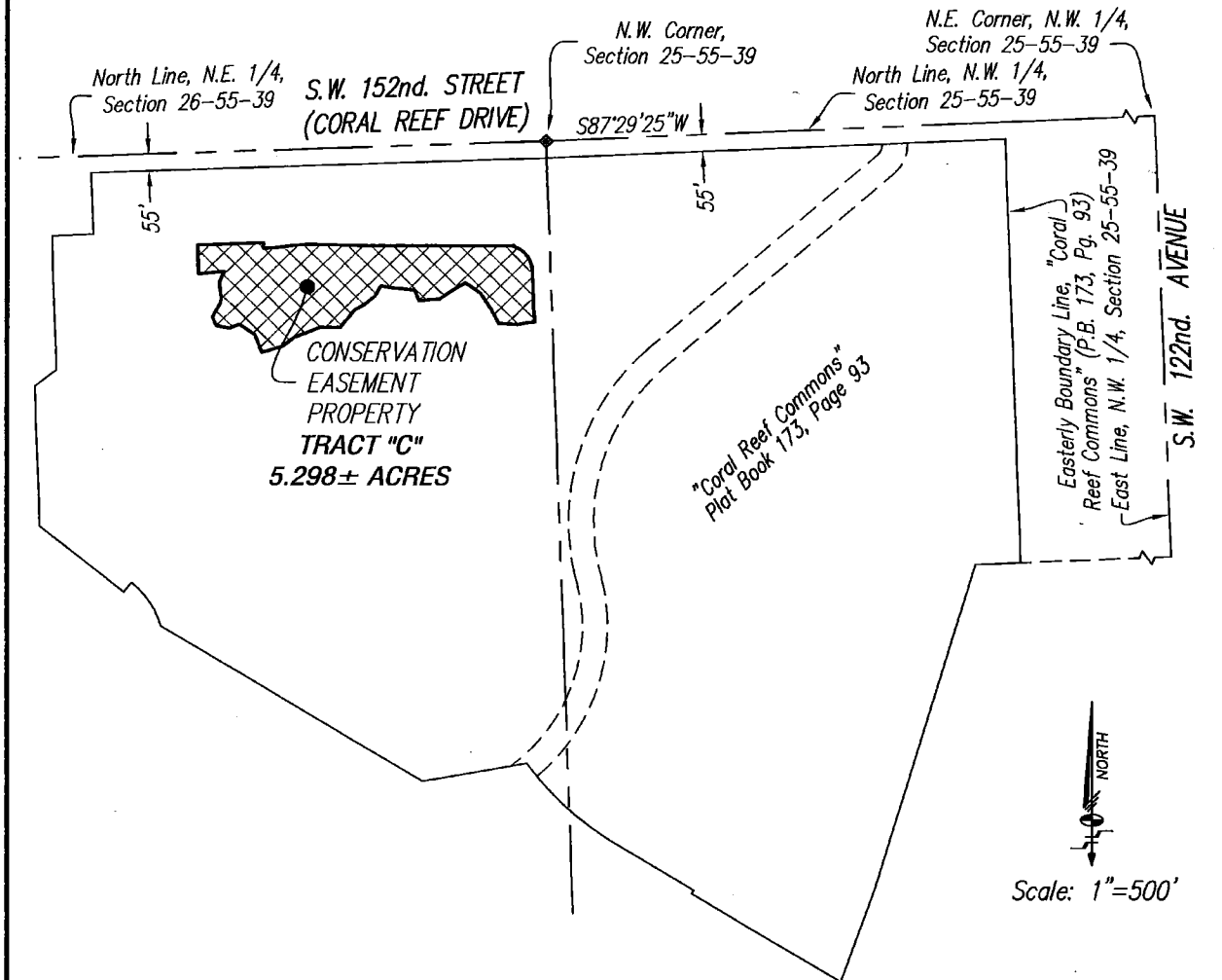


**EXHIBIT A**

**LEGAL DESCRIPTIONS AND SKETCH OF  
CONSERVATION EASEMENT PROPERTY**

**EXHIBIT A**

**SKETCH**  
**CONSERVATION EASEMENT PROPERTY-TRACT "C"**

**NOTE:**

REVISED: #207932

REVISED: 05-29-2019, #210292

REVISED: 10-02-2019, #210928

The bearings shown hereon relate to an assumed bearing (S87°29'25"W) along the North line of the NW 1/4 of Section 25, Township 55 South, Range 39 East, Miami-Dade County, Florida.

NOTE: Prepared For: Ram Realty Advisors

See Sheet 4 of 4 for Legal Description.

**Schwebke - Shiskin & Associates, Inc.**  
 LAND SURVEYORS • ENGINEERS • LAND PLANNERS • SOILS

3240 CORPORATE WAY, MIRAMAR, FLORIDA 33025

TEL: BROWARD: (954) 435-7010 FAX: (954) 438-3288

(LB-87)

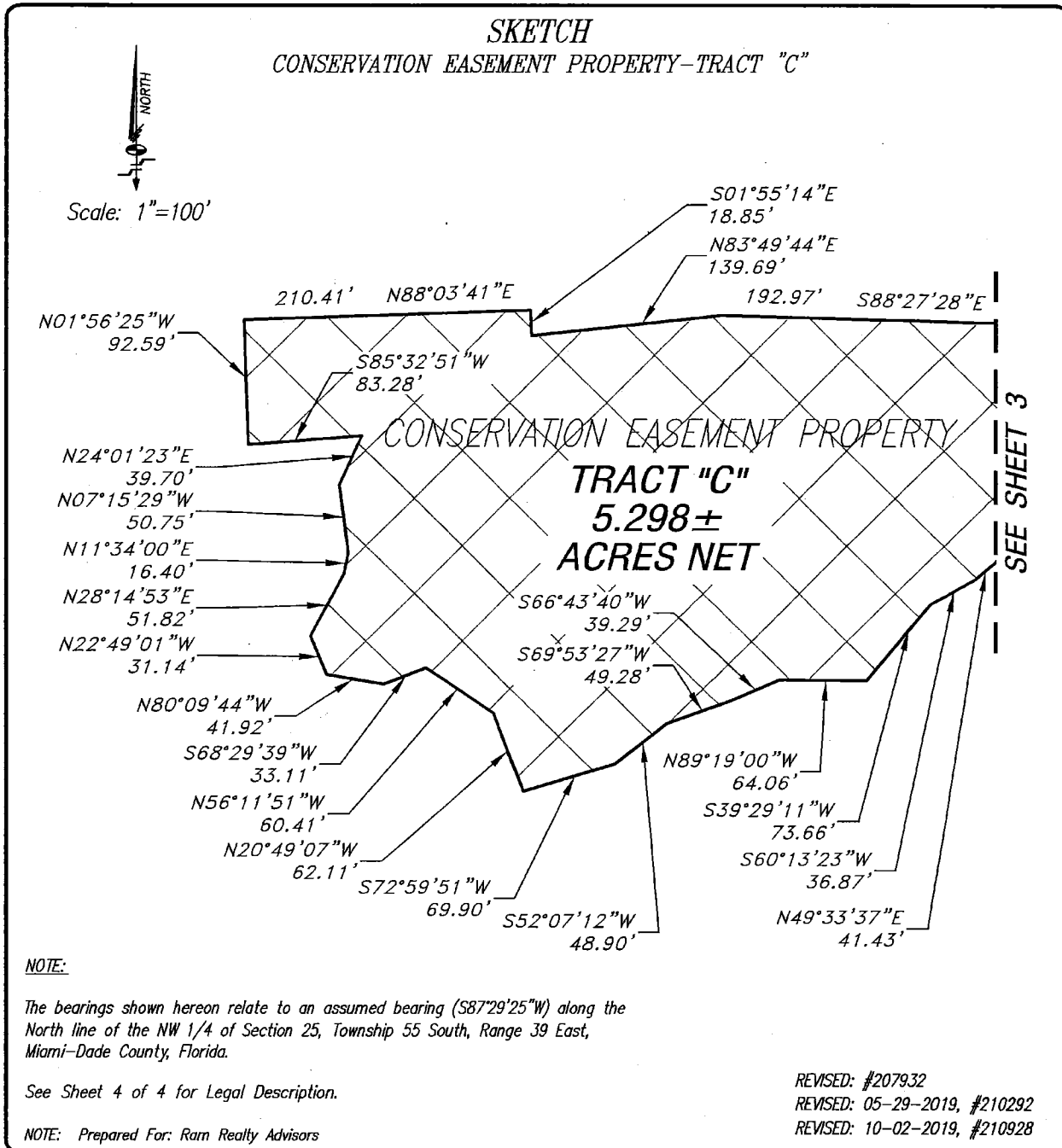
THIS IS NOT A "LAND SURVEY."

ORDER NO.: 207877

DATE: NOVEMBER 16, 2017

SHEET 1 OF 4 SHEET(S)

F.B.: N.A.



**Schwebke - Shiskin & Associates, Inc.**

LAND SURVEYORS • ENGINEERS • LAND PLANNERS • SOILS

3240 CORPORATE WAY, MIRAMAR, FLORIDA 33025

TEL: BROWARD: (954) 435-7010 FAX: (954) 438-3288

(LB-87)

THIS IS NOT A "LAND SURVEY."

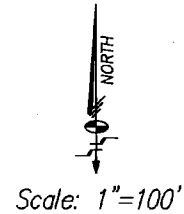
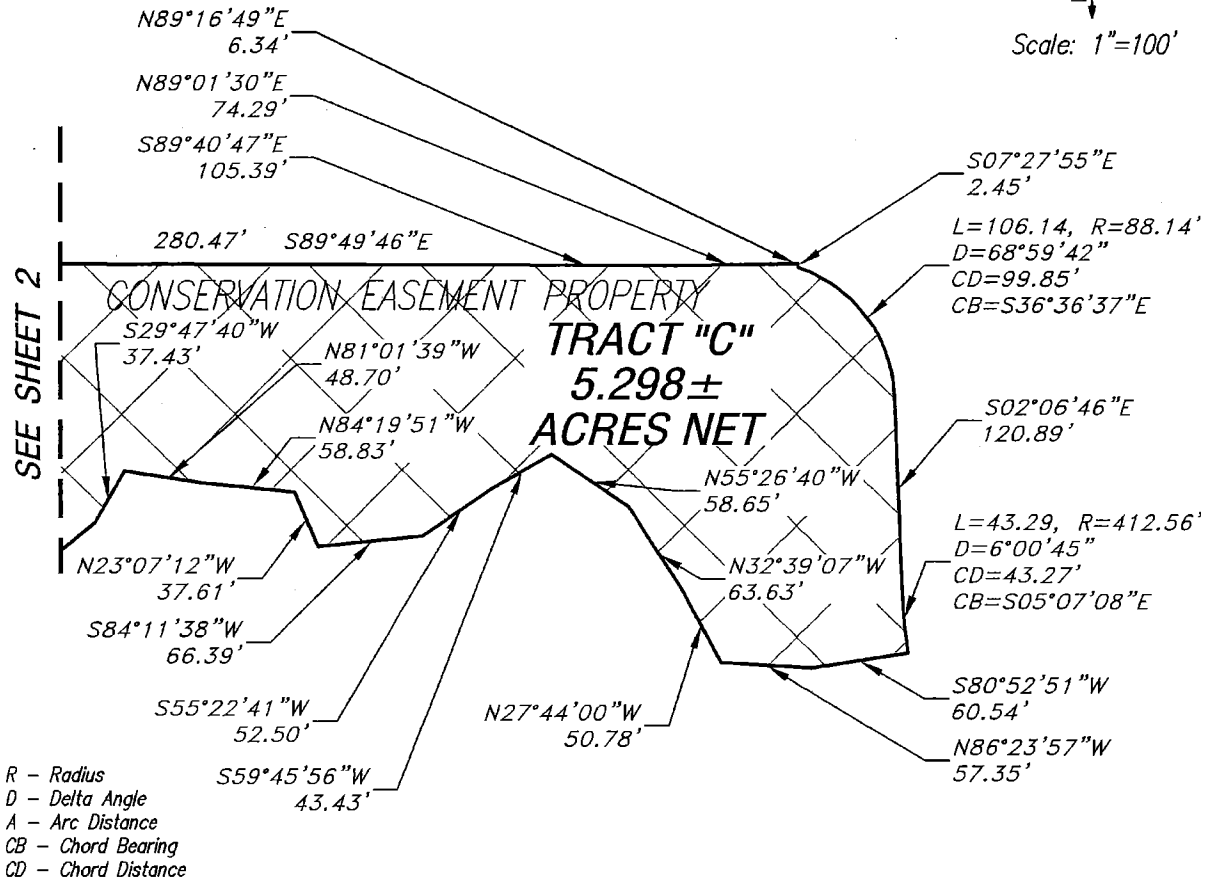
ORDER NO.: 207877

DATE: NOVEMBER 16, 2017

SHEET 2 OF 4 SHEET(S)

F.B.: N.A.

**SKETCH**  
**CONSERVATION EASEMENT PROPERTY-TRACT "C"**

**NOTE:**

The bearings shown hereon relate to an assumed bearing (S87°29'25"W) along the North line of the NW 1/4 of Section 25, Township 55 South, Range 39 East, Miami-Dade County, Florida.

See Sheet 4 of 4 for Legal Description.

NOTE: Prepared For: Ram Realty Advisors

REVISED: #207932

REVISED: 05-29-2019, #210292

REVISED: 10-02-2019, #210928

**Schwebke - Shiskin & Associates, Inc.**  
 LAND SURVEYORS • ENGINEERS • LAND PLANNERS • SOILS

3240 CORPORATE WAY, MIRAMAR, FLORIDA 33025

TEL: BROWARD: (954) 435-7010 FAX: (954) 438-3288

(LB-87)

THIS IS NOT A "LAND SURVEY."

ORDER NO.: 207877

DATE: NOVEMBER 16, 2017

SHEET 3 OF 4 SHEET(S)

F.B.: N.A.

**SKETCH**  
**CONSERVATION EASEMENT PROPERTY-TRACT "C"**

CONSERVATION EASEMENT PROPERTY (TRACT "C")

LEGAL DESCRIPTION:

Tract "C," "CORAL REEF COMMONS," according to the Plat thereof, as recorded in Plat Book 173 at Page 93, of the Public Records of Miami-Dade County, Florida.

Said lands containing 5.298 acres, more or less.

NOTE: Prepared For: Ram Realty Advisors

REVISED: #207932  
 REVISED: 05-29-2019, #210292  
 REVISED: 10-02-2019, #210928

**Schwebke - Shiskin & Associates, Inc.**  
 LAND SURVEYORS • ENGINEERS • LAND PLANNERS • SOILS

3240 CORPORATE WAY, MIRAMAR, FLORIDA 33025

TEL: BROWARD: (954) 435-7010 FAX: (954) 438-3288

(LB-87)

THIS IS NOT A "LAND SURVEY."

ORDER NO.: 207877

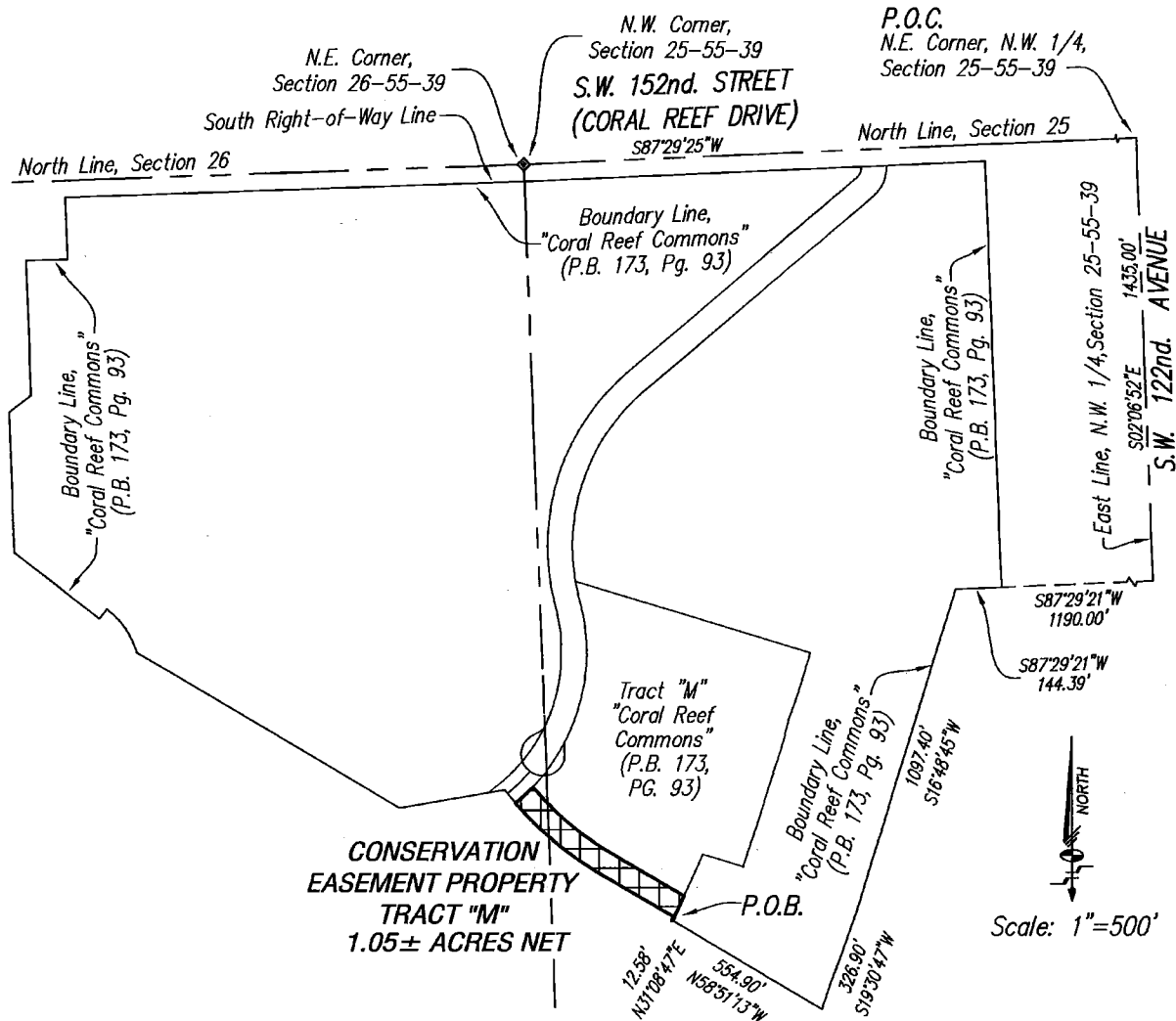
DATE: NOVEMBER 16, 2017

SHEET 4 OF 4 SHEET(S)

F.B.: N.A.



**SKETCH**  
**CONSERVATION EASEMENT PROPERTY - TRACT "M"**



**Schwebke-Shiskin & Associates, Inc.**  
LAND SURVEYORS • ENGINEERS • LAND PLANNERS • SOILS

3240 CORPORATE WAY, MIRAMAR, FLORIDA 33025

TEL: BROWARD: (954) 435-7010 FAX: (954) 438-3288

(LB-87)

THIS IS NOT A "LAND SURVEY."

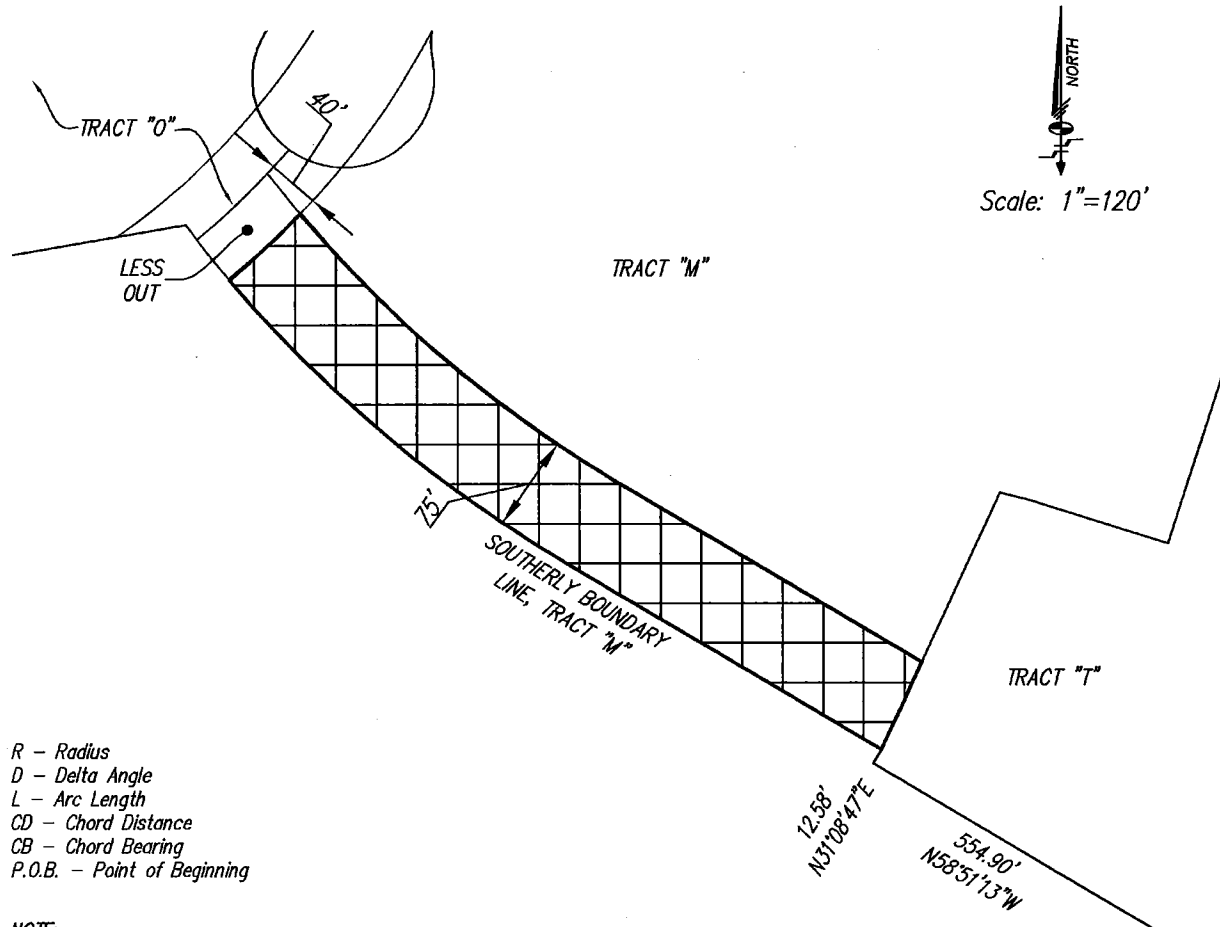
ORDER NO.: 209930

DATE: MARCH 7, 2019

SHEET 1 OF 3 SHEET(S)

F.B.: N.A.

**SKETCH**  
**CONSERVATION EASEMENT PROPERTY – TRACT "M"**



R – Radius  
D – Delta Angle  
L – Arc Length  
CD – Chord Distance  
CB – Chord Bearing  
P.O.B. – Point of Beginning

**NOTE:**

The bearings shown hereon relate to an assumed bearing (S87°29'25"W) along the North line of the NW 1/4 of Section 25, Township 55 South, Range 39 East, Miami-Dade County, Florida.

See Sheet 3 of 3 for Legal Description.

REVISED: 05-29-2019, #210289

REVISED: 10-02-2019, #210928

**Schwebke - Shiskin & Associates, Inc.**  
LAND SURVEYORS • ENGINEERS • LAND PLANNERS • SOILS

3240 CORPORATE WAY, MIRAMAR, FLORIDA 33025

TEL: BROWARD: (954) 435-7010 FAX: (954) 438-3288

(LB-87)



THIS IS NOT A "LAND SURVEY."

ORDER NO.: 209930

DATE: MARCH 7, 2019

SHEET 2 OF 3 SHEET(S)

F.B.: N.A.

**SKETCH**  
**CONSERVATION EASEMENT PROPERTY - TRACT M"**

**CONSERVATION EASEMENT PROPERTY (TRACT "M")**

The Southerly 75.00 feet of Tract "M," "CORAL REEF COMMONS," according to the Plat thereof, as recorded in Plat Book 173 at Page 93, of the Public Records of Miami-Dade County, Florida.

LESS AND EXCEPT THEREFROM: the Westerly 40.00 feet thereof.

Said Lands Containing 1.05 Net Acres, more or less.

**NOTE:**

The bearings shown hereon relate to an assumed bearing (S87°29'25"W) along the North line of the Northwest 1/4 of Section 25, Township 55 South, Range 39 East, Miami-Dade County, Florida.

See Sheet 1 and 2 for Sketch To Accompany Legal Description.

REVISED: 05-29-2019, #210289

REVISED: 10-02-2019, #210928

**Schwebke - Shiskin & Associates, Inc.**  
 LAND SURVEYORS • ENGINEERS • LAND PLANNERS • SOILS

3240 CORPORATE WAY, MIRAMAR, FLORIDA 33025

TEL: BROWARD: (954) 435-7010 FAX: (954) 438-3288

(LB-87)



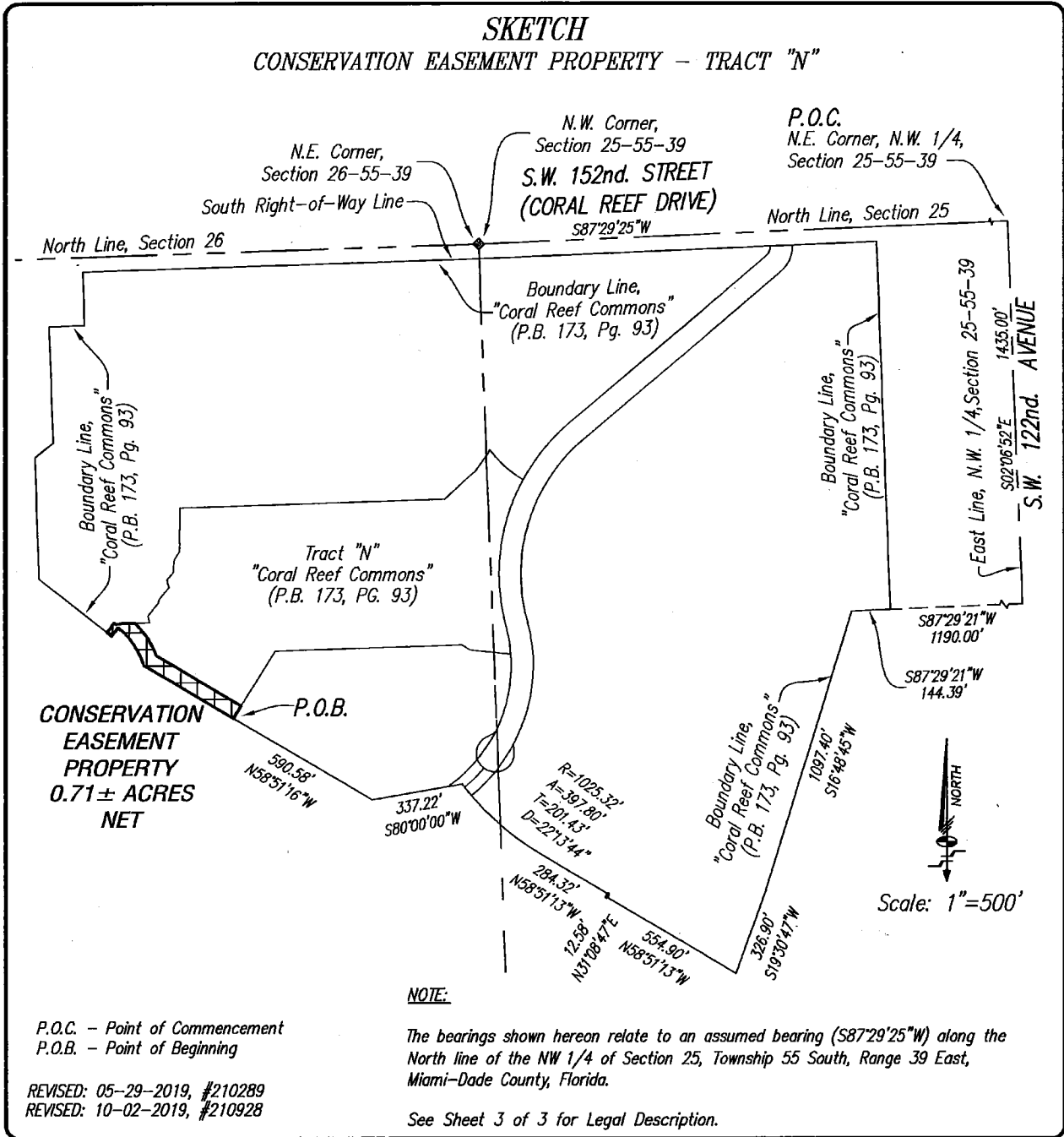
THIS IS NOT A "LAND SURVEY."

ORDER NO.: 209930

DATE: MARCH 7, 2019

SHEET 3 OF 3 SHEET(S)

F.B.: N.A.



**Schwabke-Shiskin & Associates, Inc.**  
LAND SURVEYORS • ENGINEERS • LAND PLANNERS • SOILS

3240 CORPORATE WAY, MIRAMAR, FLORIDA 33025

TEL: BROWARD: (954) 435-7010 FAX: (954) 438-3288

(LB-87)

THIS IS NOT A "LAND SURVEY."

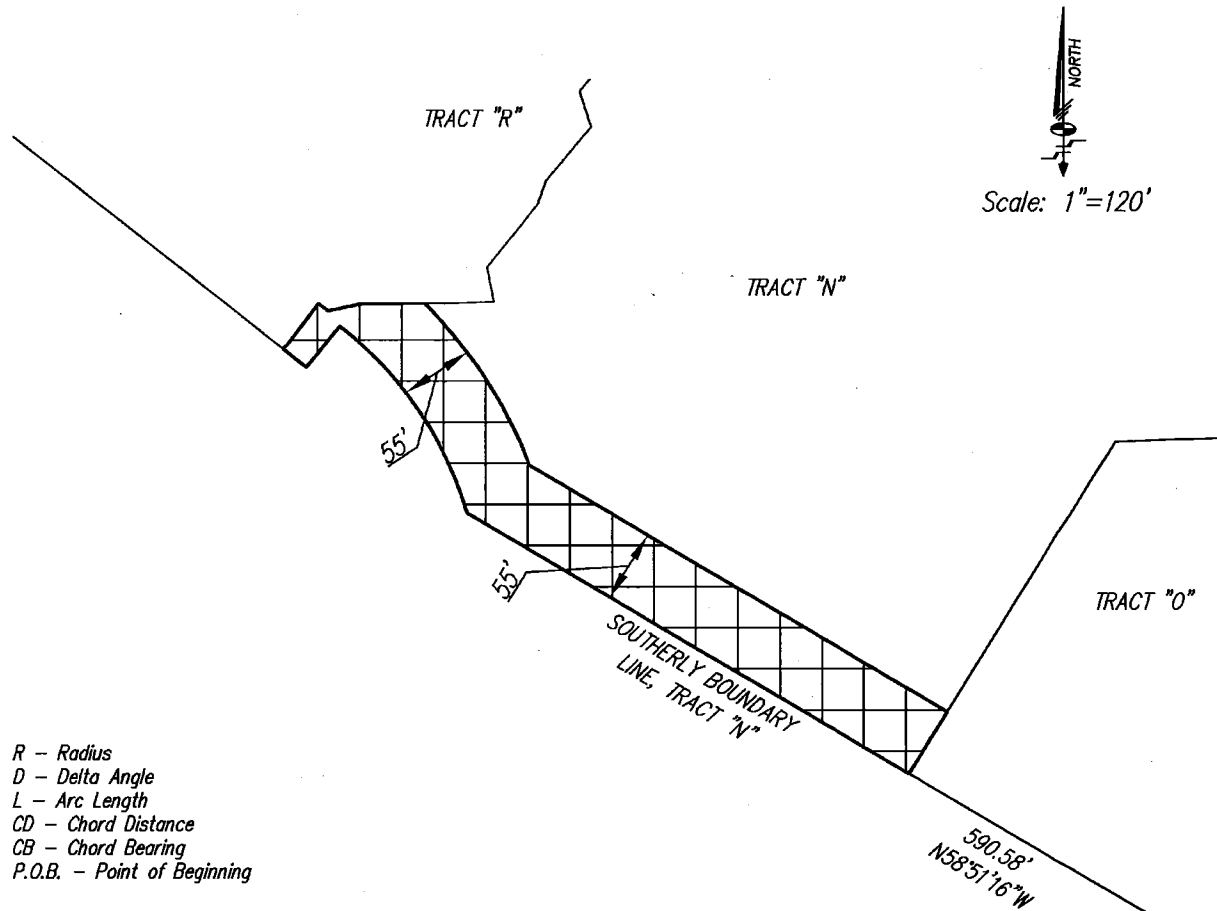
ORDER NO.: 209930

DATE: MARCH 7, 2019

SHEET 1 OF 3 SHEET(S)

F.B.: N.A.

**SKETCH**  
**CONSERVATION EASEMENT PROPERTY - TRACT "N"**



*R* - Radius  
*D* - Delta Angle  
*L* - Arc Length  
*CD* - Chord Distance  
*CB* - Chord Bearing  
*P.O.B.* - Point of Beginning

**NOTE:**

The bearings shown hereon relate to an assumed bearing (S87°29'25\"W) along the North line of the NW 1/4 of Section 25, Township 55 South, Range 39 East, Miami-Dade County, Florida.

See Sheet 3 of 3 for Legal Description.

REVISED: 05-29-2019, #210289

REVISED: 10-02-2019, #210928

**Schwebke - Shiskin & Associates, Inc.**

LAND SURVEYORS • ENGINEERS • LAND PLANNERS • SOILS

3240 CORPORATE WAY, MIRAMAR, FLORIDA 33025

TEL: BROWARD: (954) 435-7010 FAX: (954) 438-3288

(LB-87)



THIS IS NOT A "LAND SURVEY."

ORDER NO.: 209930

DATE: MARCH 7, 2019

SHEET 2 OF 3 SHEET(S)

F.B.: N.A.

**SKETCH**  
**CONSERVATION EASEMENT PROPERTY – TRACT "N"**

**CONSERVATION EASEMENT PROPERTY (TRACT "N")**

*All that portion of Tract "N," "CORAL REEF COMMONS," according to the Plat thereof, as recorded in Plat Book 173 at Page 93, of the Public Records of Miami-Dade County, Florida, lying Southerly of a line 55.00 feet Northerly of and parallel with, as measured at right angles to, the Southerly boundary line of said Tract "N"*

*Said Lands Containing 0.71 Net Acres, more or less.*

**NOTE:**

*The bearings shown hereon relate to an assumed bearing (S87°29'25"W) along the North line of the Northwest 1/4 of Section 25, Township 55 South, Range 39 East, Miami-Dade County, Florida.*

*See Sheets 1 and 2 for Sketch To Accompany Legal Description.*

REVISED: 05-29-2019, #210289  
 REVISED: 10-02-2019, #210928

***Schwebke - Shiskin & Associates, Inc.***  
 LAND SURVEYORS • ENGINEERS • LAND PLANNERS • SOILS

3240 CORPORATE WAY, MIRAMAR, FLORIDA 33025

TEL: BROWARD: (954) 435-7010 FAX: (954) 438-3288

(LB-87)



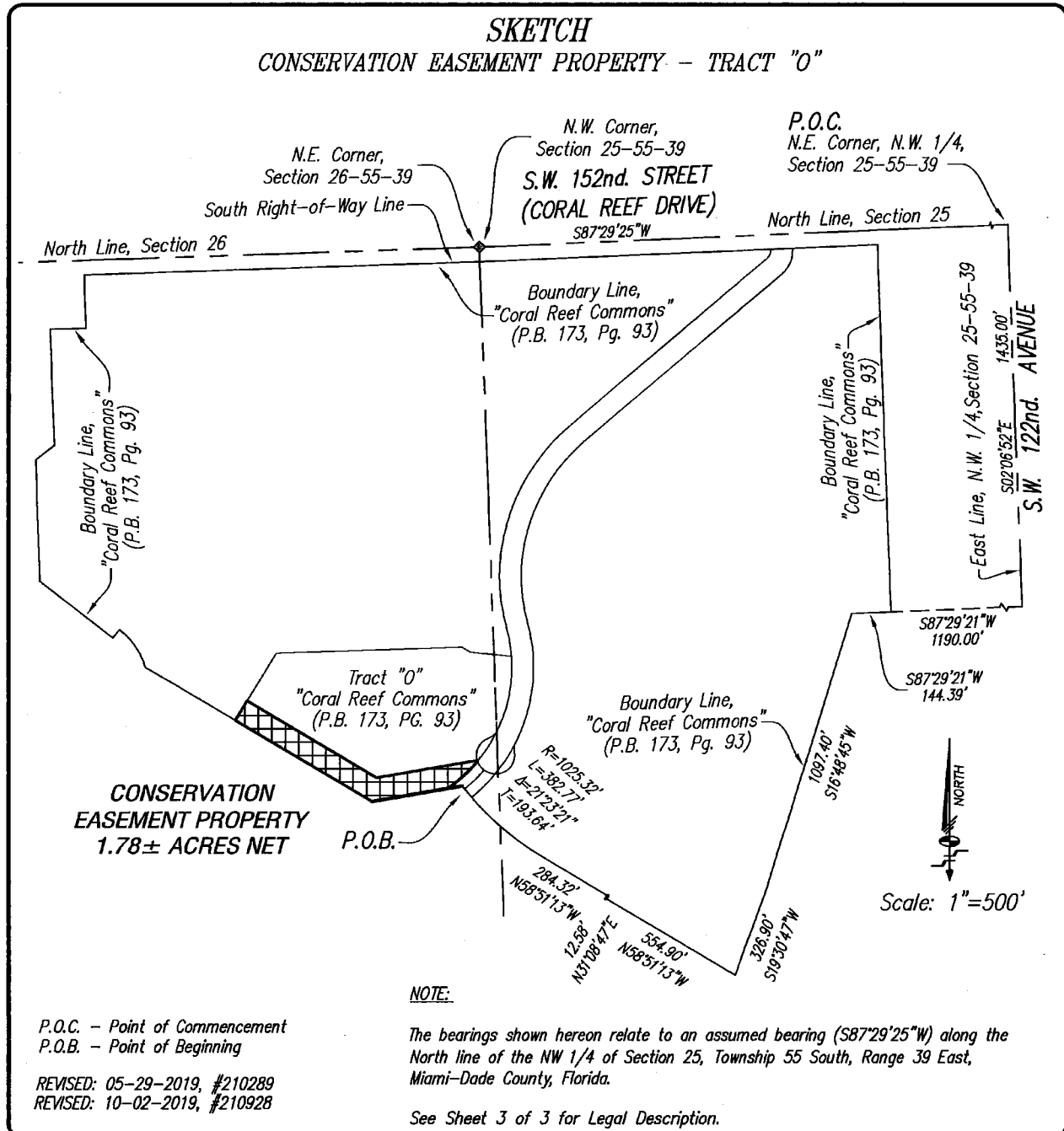
THIS IS NOT A "LAND SURVEY."

ORDER NO.: 209930

DATE: MARCH 7, 2019

SHEET 3 OF 3 SHEET(S)

F.B.: N.A.



**Schwebke-Shiskin & Associates, Inc.**  
LAND SURVEYORS • ENGINEERS • LAND PLANNERS • SOILS

3240 CORPORATE WAY, MIRAMAR, FLORIDA 33025

TEL: BROWARD: (954) 435-7010 FAX: (954) 438-3288

(LB-87)

THIS IS NOT A "LAND SURVEY."

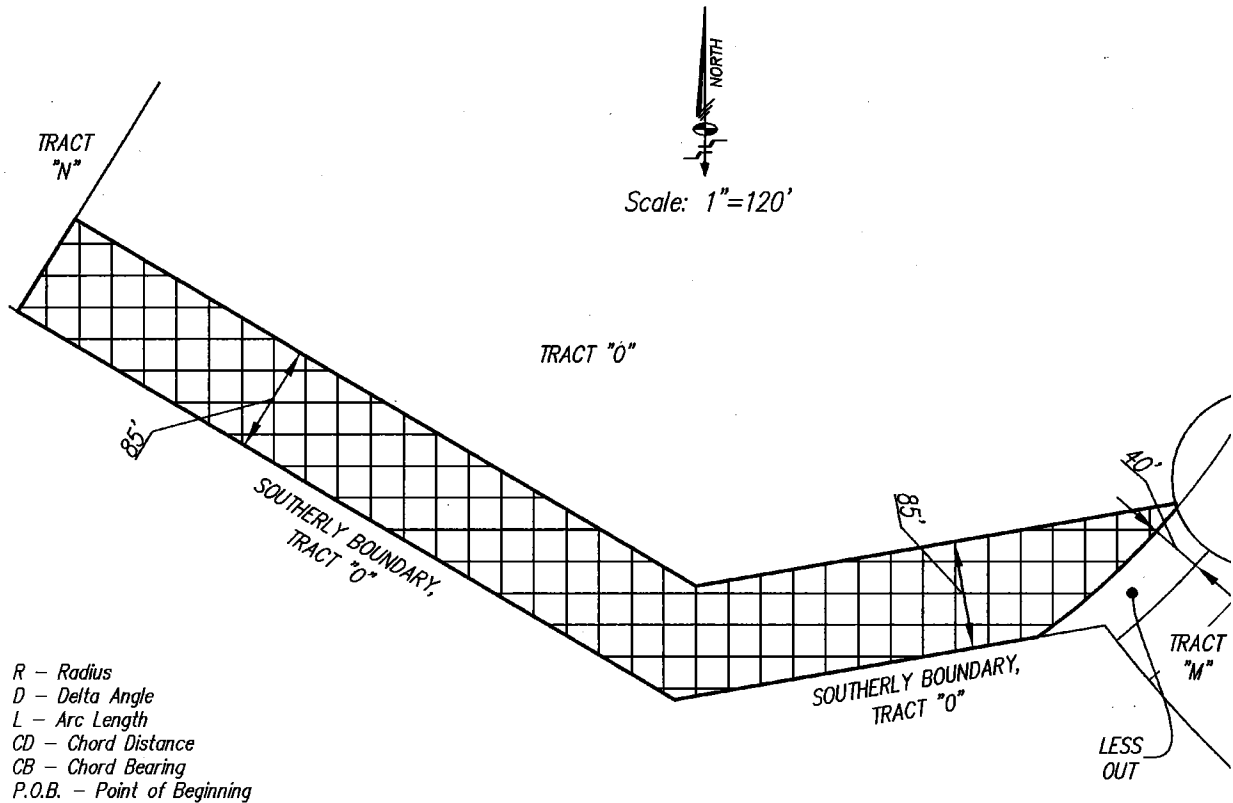
ORDER NO.: 209930

DATE: MARCH 7, 2019

SHEET 1 OF 3 SHEET(S)

F.B.: N.A.

**SKETCH**  
**CONSERVATION EASEMENT PROPERTY – TRACT "O"**



**NOTE:**

The bearings shown hereon relate to an assumed bearing (S87°29'25"W) along the North line of the NW 1/4 of Section 25, Township 55 South, Range 39 East, Miami-Dade County, Florida.

See Sheet 3 of 3 for Legal Description.

REVISED: 05-29-2019, #210289

REVISED: 10-02-2019, #210928

**Schwebke - Shiskin & Associates, Inc.**

LAND SURVEYORS • ENGINEERS • LAND PLANNERS • SOILS

3240 CORPORATE WAY, MIRAMAR, FLORIDA 33025

TEL: BROWARD: (954) 435-7010 FAX: (954) 438-3288

(LB-87)



THIS IS NOT A "LAND SURVEY."

ORDER NO.: 209930

DATE: MARCH 7, 2019

SHEET 2 OF 3 SHEET(S)

F.B.: N.A.

**SKETCH**  
**CONSERVATION EASEMENT PROPERTY – TRACT "O"**

**CONSERVATION EASEMENT PROPERTY (TRACT "O")**

*The Southerly 85.00 feet of Tract "O," "CORAL REEF COMMONS," according to the Plat thereof, as recorded in Plat Book 173 at Page 93, of the Public Records of Miami-Dade County, Florida.*

*LESS AND EXCEPT THEREFROM: the Easterly 40.00 feet thereof.*

*Said Lands Containing 1.78 Net Acres, more or less.*

**NOTE:**

*The bearings shown hereon relate to an assumed bearing (S87°29'25"W) along the North line of the Northwest 1/4 of Section 25, Township 55 South, Range 39 East, Miami-Dade County, Florida.*

*See Sheet 1 and 2 for Sketch To Accompany Legal Description.*

REVISED: 05-29-2019, #210289  
 REVISED: 10-02-2019, #210928

***Schwebke - Shiskin & Associates, Inc.***  
 LAND SURVEYORS • ENGINEERS • LAND PLANNERS • SOILS

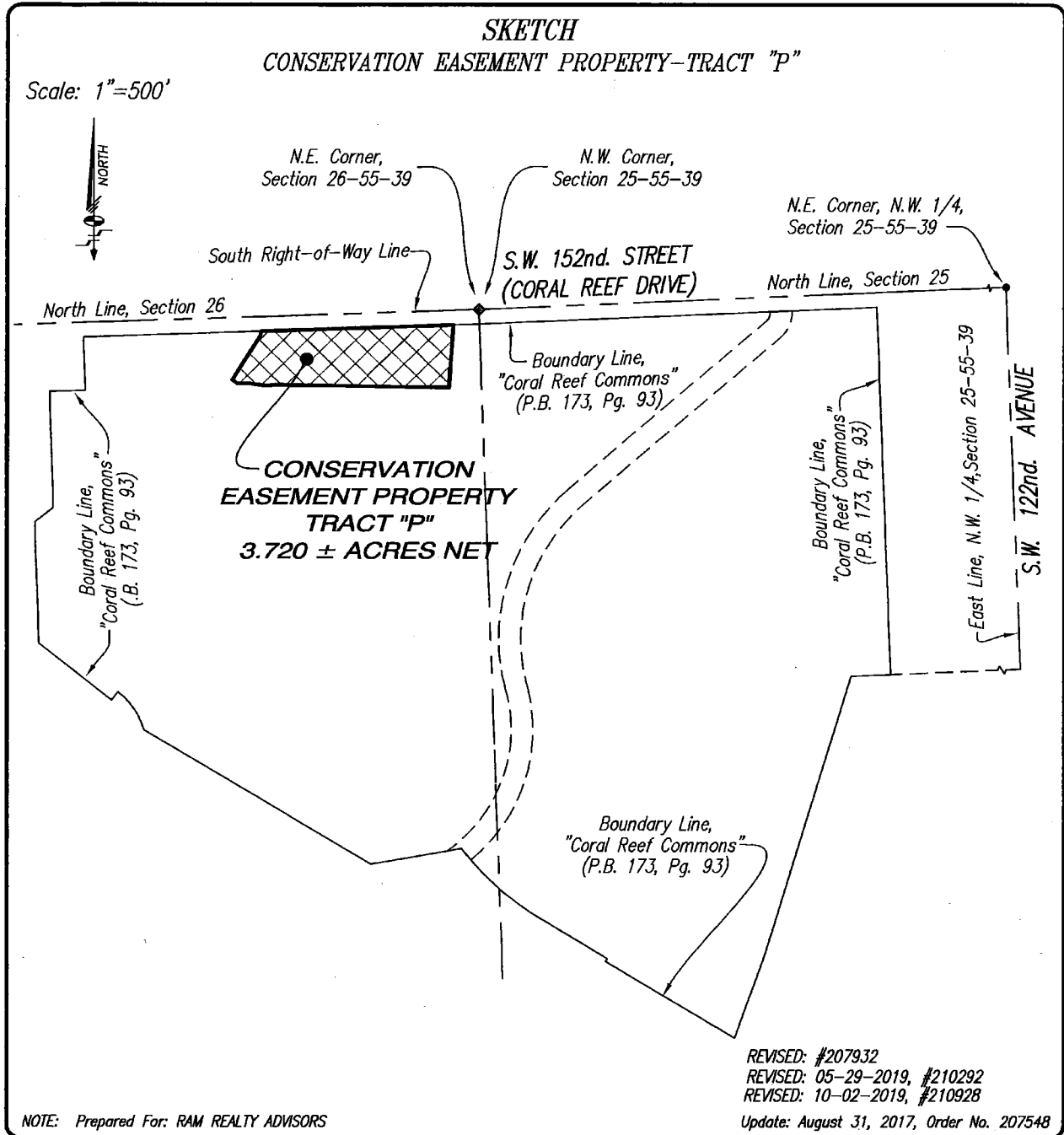
3240 CORPORATE WAY, MIRAMAR, FLORIDA 33025

TEL: BROWARD: (954) 435-7010 FAX: (954) 438-3288

(LB-87)



THIS IS NOT A "LAND SURVEY."  
 ORDER NO.: 209930  
 DATE: MARCH 7, 2019  
 SHEET 3 OF 3 SHEET(S) F.B.: N.A.



**Schwebke - Shiskin & Associates, Inc.**

(LB-87)

LAND SURVEYORS • ENGINEERS • LAND PLANNERS

3240 CORPORATE WAY, MIRAMAR, FLORIDA 33025

TEL: BROWARD: (954) 435-7010 FAX: (954) 438-3288

THIS IS NOT A "LAND SURVEY."

ORDER NO.: 201600

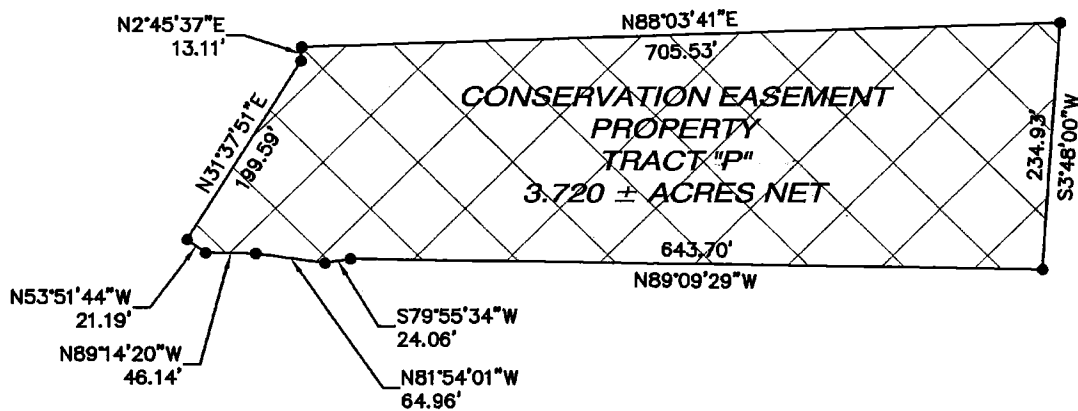
DATE: July 22, 2013

SHEET 1 OF 2 SHEET(S)

F.B.: N.A.

**SKETCH**  
**CONSERVATION EASEMENT PROPERTY-TRACT "P"**

Scale: 1"=150'



LEGAL DESCRIPTION: CONSERVATION EASEMENT PROPERTY (TRACT "P")

Tract "P," "CORAL REEF COMMONS," according to the Plat thereof, as recorded in Plat Book 173, at Page 93, of the Public Records of Miami-Dade County, Florida.

Said Lands Containing 3.720 Net Acres, more or less.

REVISED: #207932

REVISED: 05-29-2019, #210292

REVISED: 10-02-2019, #210928

Update: August 31, 2017, Order No. 207548

NOTE: Prepared For: RAM REALTY ADVISORS

**Schwebke - Shiskin & Associates, Inc.**

LAND SURVEYORS • ENGINEERS • LAND PLANNERS

3240 CORPORATE WAY, MIRAMAR, FLORIDA 33025

TEL: BROWARD: (954) 435-7010 FAX: (954) 438-3288

(LB-87)



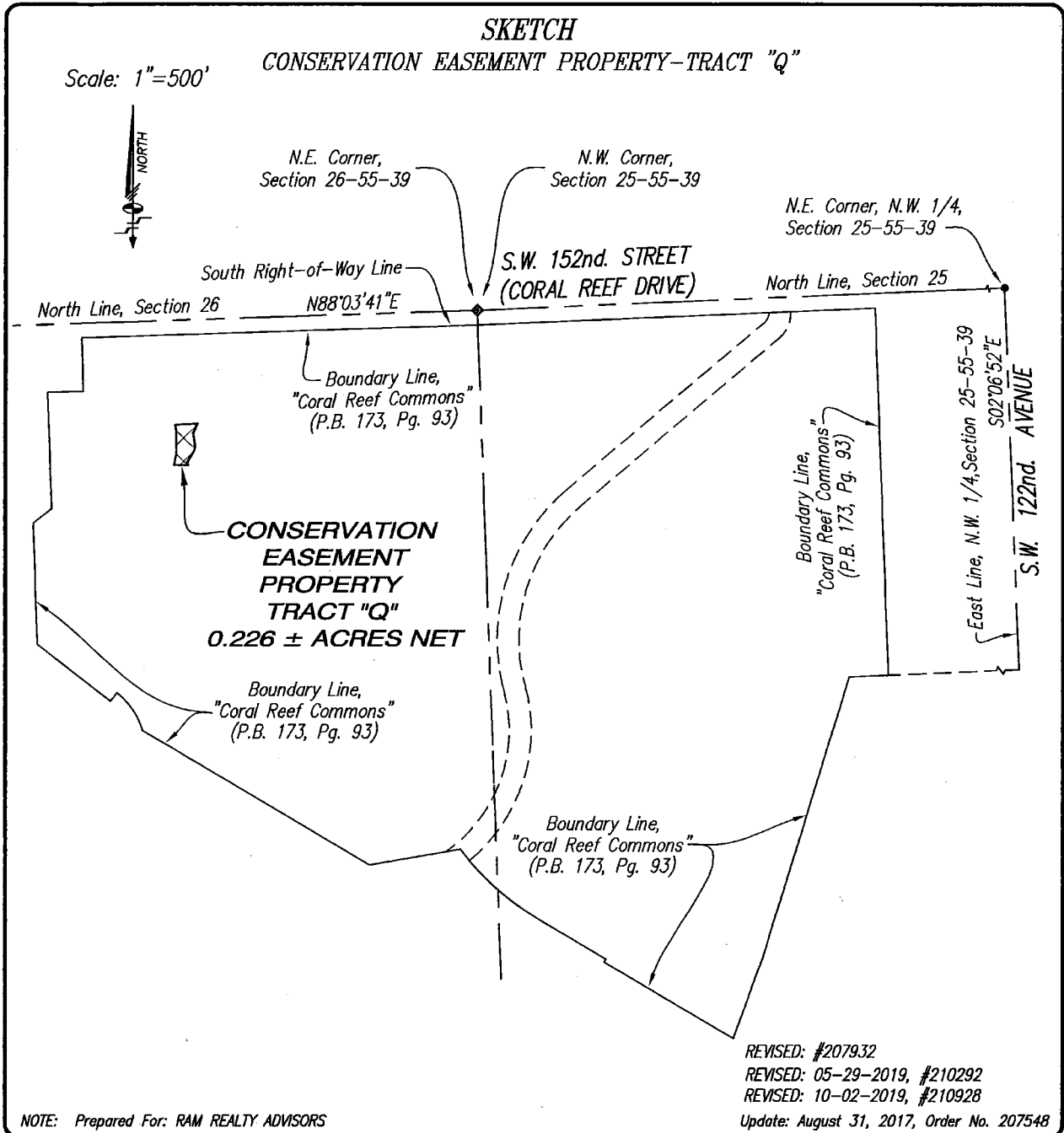
THIS IS NOT A "LAND SURVEY."

ORDER NO.: 201600

DATE: July 22, 2013

SHEET 2 OF 2 SHEET(S)

F.B.: N.A.



**Schwebke-Shiskin & Associates, Inc.**

LAND SURVEYORS • ENGINEERS • LAND PLANNERS  
3240 CORPORATE WAY, MIRAMAR, FLORIDA 33025

TEL: BROWARD: (954) 435-7010 FAX: (954) 438-3288

(LB-87)

THIS IS NOT A "LAND SURVEY."

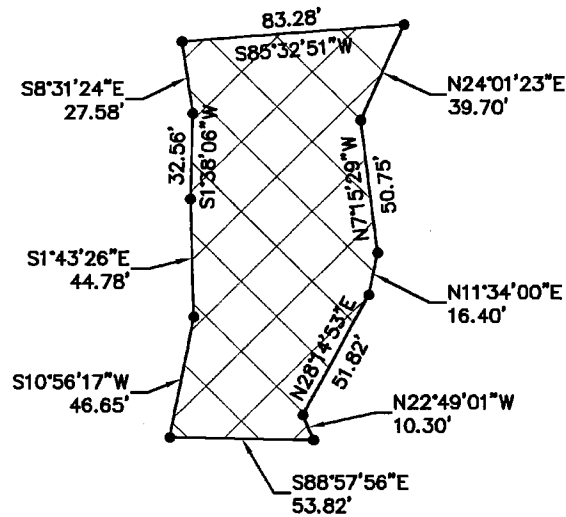
ORDER NO.: 201600

DATE: July 22, 2013

SHEET 1 OF 2 SHEET(S)

F.B.: N.A.

**SKETCH**  
**CONSERVATION EASEMENT PROPERTY-TRACT "Q"**



Scale: 1"=60'



**CONSERVATION EASEMENT  
 PROPERTY  
 TRACT "Q"**  
**0.226 ± ACRES NET**

LEGAL DESCRIPTION: CONSERVATION EASEMENT PROPERTY (TRACT "Q")

Tract "Q," "CORAL REEF COMMONS," according to the Plat thereof, as recorded in Plat Book 173 at Page 93, of the Public Records of Miami-Dade County, Florida.

Said Lands Containing 0.226 Net Acres, more or less.

REVISED: #207932

REVISED: 05-29-2019, #210292

REVISED: 10-02-2019, #210928

Update: August 31, 2017, Order No. 207548

NOTE: Prepared For: RAM REALTY ADVISORS

**Schwebke-Shiskin & Associates, Inc.**

LAND SURVEYORS • ENGINEERS • LAND PLANNERS

3240 CORPORATE WAY, MIRAMAR, FLORIDA 33025

TEL: BROWARD: (954) 435-7010 FAX: (954) 438-3288

(LB-87)



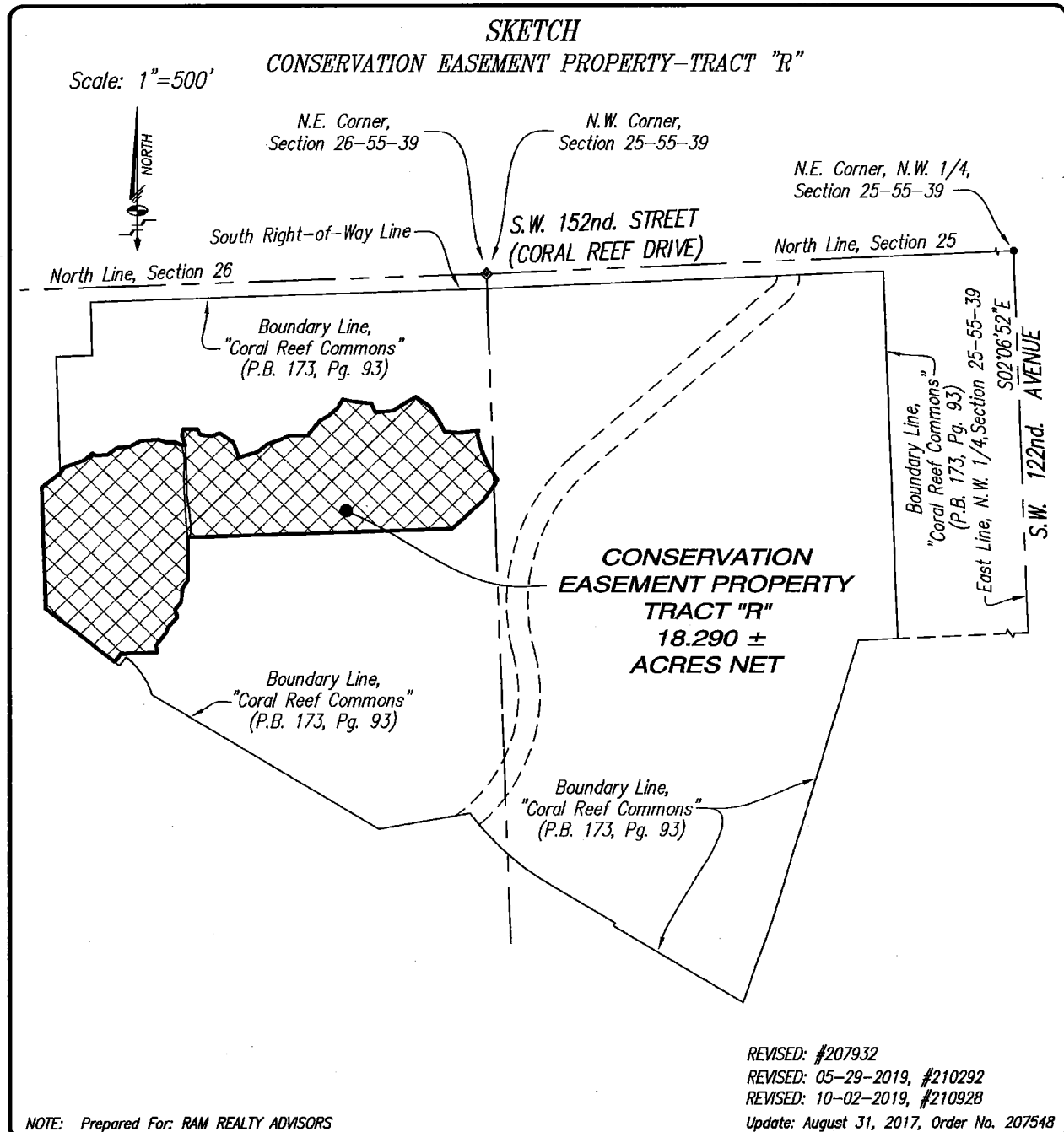
THIS IS NOT A "LAND SURVEY."

ORDER NO.: 201600

DATE: July 22, 2013

SHEET 2 OF 2 SHEET(S)

F.B.: N.A.



## Schwebke-Shiskin & Associates, Inc.

(LB-87)

LAND SURVEYORS • ENGINEERS • LAND PLANNERS

3240 CORPORATE WAY, MIRAMAR, FLORIDA 33025

TEL: BROWARD: (954) 435-7010 FAX: (954) 438-3288

THIS IS NOT A "LAND SURVEY."

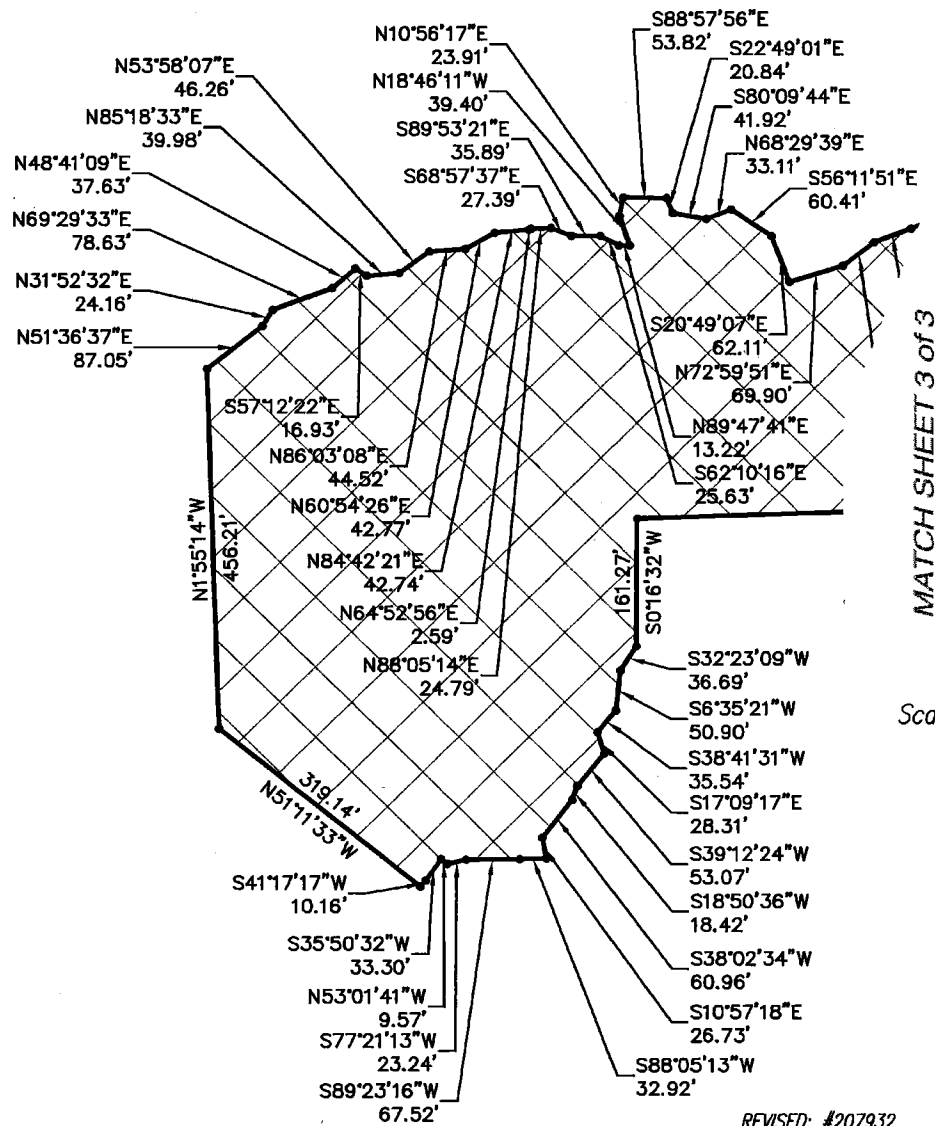
ORDER NO.: 201600

DATE: July 22, 2013

SHEET 1 OF 3 SHEET(S)

F.B.: N.A.

**SKETCH**  
**CONSERVATION EASEMENT PROPERTY-TRACT "R"**



MATCH SHEET 3 of 3

Scale: 1"=200'



NOTE: Prepared For: RAM REALTY ADVISORS

REVISED: #207932

REVISED: 05-29-2019, #210292

REVISED: 10-02-2019, #210928

Update: August 31, 2017, Order No. 207548

**Schwebke-Shiskin & Associates, Inc.**

LAND SURVEYORS • ENGINEERS • LAND PLANNERS

3240 CORPORATE WAY, MIRAMAR, FLORIDA 33025

TEL: BROWARD: (954) 435-7010 FAX: (954) 438-3288

(LB-87)



THIS IS NOT A "LAND SURVEY."

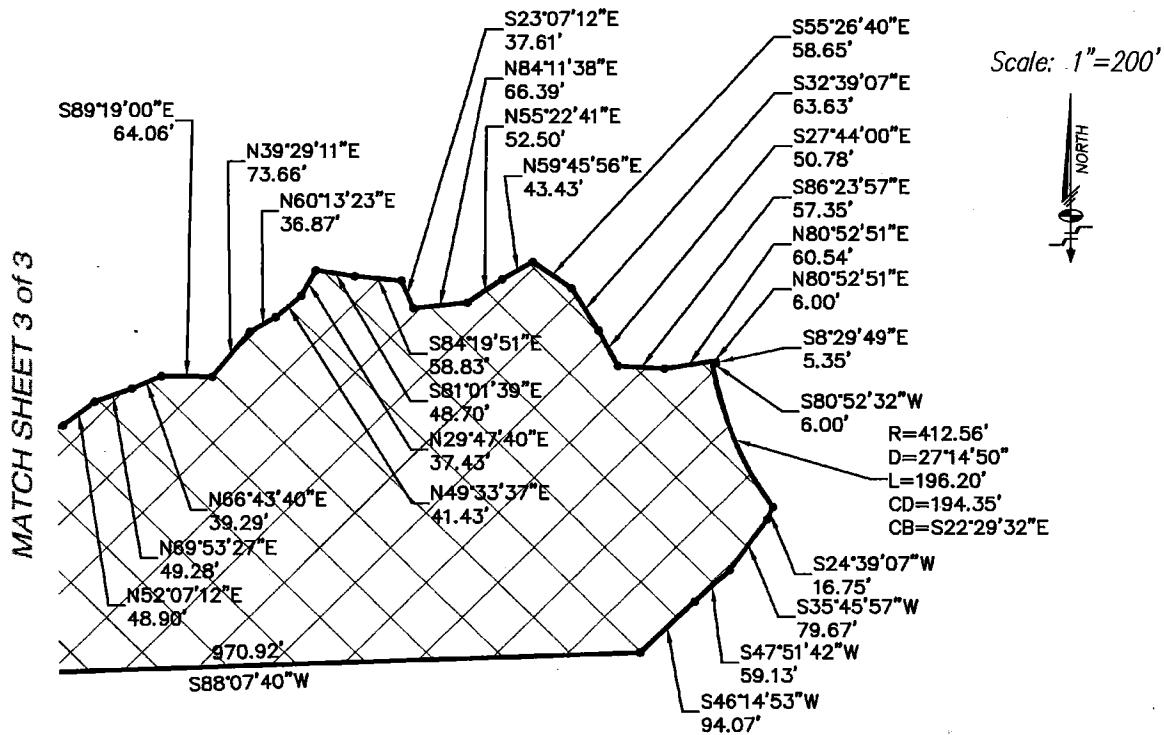
ORDER NO.: 201600

DATE: July 22, 2013

SHEET 2 OF 3 SHEET(S)

F.B.: N.A.

**SKETCH**  
**CONSERVATION EASEMENT PROPERTY-TRACT "R"**



CONSERVATION EASEMENT PROPERTY (TRACT "R"):

Tract "R," "CORAL REEF COMMONS," according to the Plat thereof, as recorded in Plat Book 173 at Page 93, of the Public Records of Miami-Dade County, Florida.

Said Lands Containing 18.290 Net Acres, more or less.

REVISED: #207932

REVISED: 05-29-2019, #210292

REVISED: 10-02-2019, #210928

Update: August 31, 2017, Order No. 207548

NOTE: Prepared For: RAM REALTY ADVISORS

**Schwebke-Shiskin & Associates, Inc.**

LAND SURVEYORS • ENGINEERS • LAND PLANNERS

3240 CORPORATE WAY, MIRAMAR, FLORIDA 33025

TEL: BROWARD: (954) 435-7010 FAX: (954) 438-3288

(LB-87)

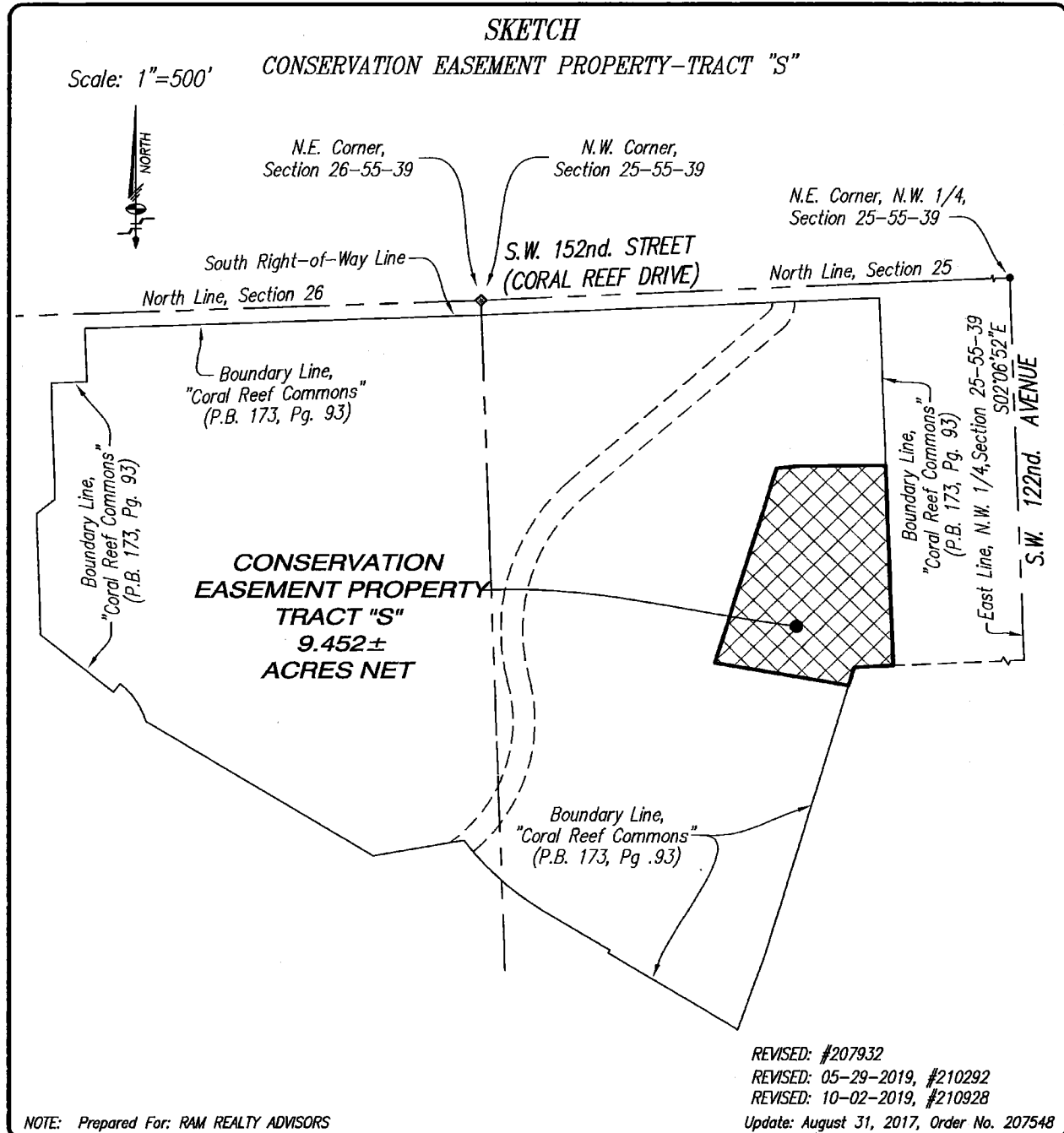
THIS IS NOT A "LAND SURVEY."

ORDER NO.: 201600

DATE: July 22, 2013

SHEET 3 OF 3 SHEET(S)

F.B.: N.A.



## Schwebke-Shiskin & Associates, Inc.

LAND SURVEYORS • ENGINEERS • LAND PLANNERS

3240 CORPORATE WAY, MIRAMAR, FLORIDA 33025

TEL: BROWARD: (954) 435-7010 FAX: (954) 438-3288

(LB-87)

THIS IS NOT A "LAND SURVEY."

ORDER NO.: 201600

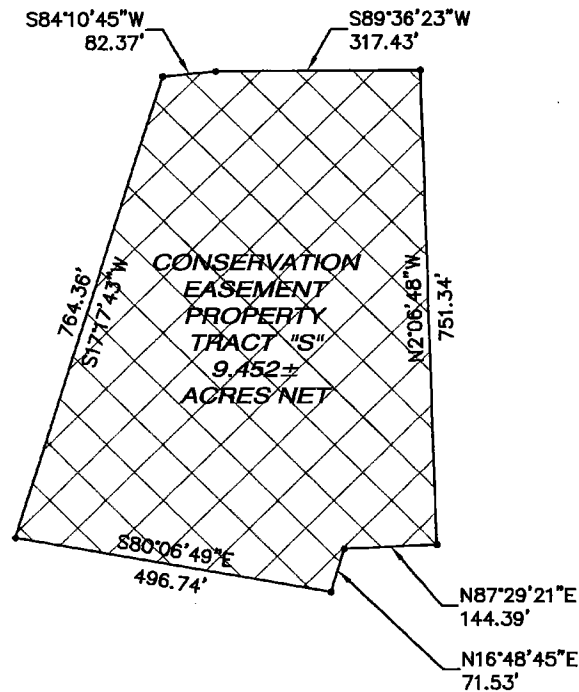
DATE: June 17, 2013

SHEET 1 OF 2 SHEET(S)

F.B.: N.A.

**SKETCH**  
**CONSERVATION EASEMENT PROPERTY-TRACT "S"**

Scale: 1"=250'



LEGAL DESCRIPTION: CONSERVATION EASEMENT PROPERTY (TRACT "S")

Tract "S," "CORAL REEF COMMONS," according to the Plat thereof, as recorded in Plat Book 173 at Page 93, of the Public Records of Miami-Dade County, Florida.

Said Lands Containing 9.452 Net Acres, more or less.

REVISED: #207932

REVISED: 05-29-2019, #210292

REVISED: 10-02-2019, #210928

NOTE: Prepared For: RAM REALTY ADVISORS

Update: August 31, 2017, Order No. 207548

**Schwebke - Shishkin & Associates, Inc.**

LAND SURVEYORS • ENGINEERS • LAND PLANNERS

3240 CORPORATE WAY, MIRAMAR, FLORIDA 33025

TEL: BROWARD: (954) 435-7010 FAX: (954) 438-3288

(LB-87)



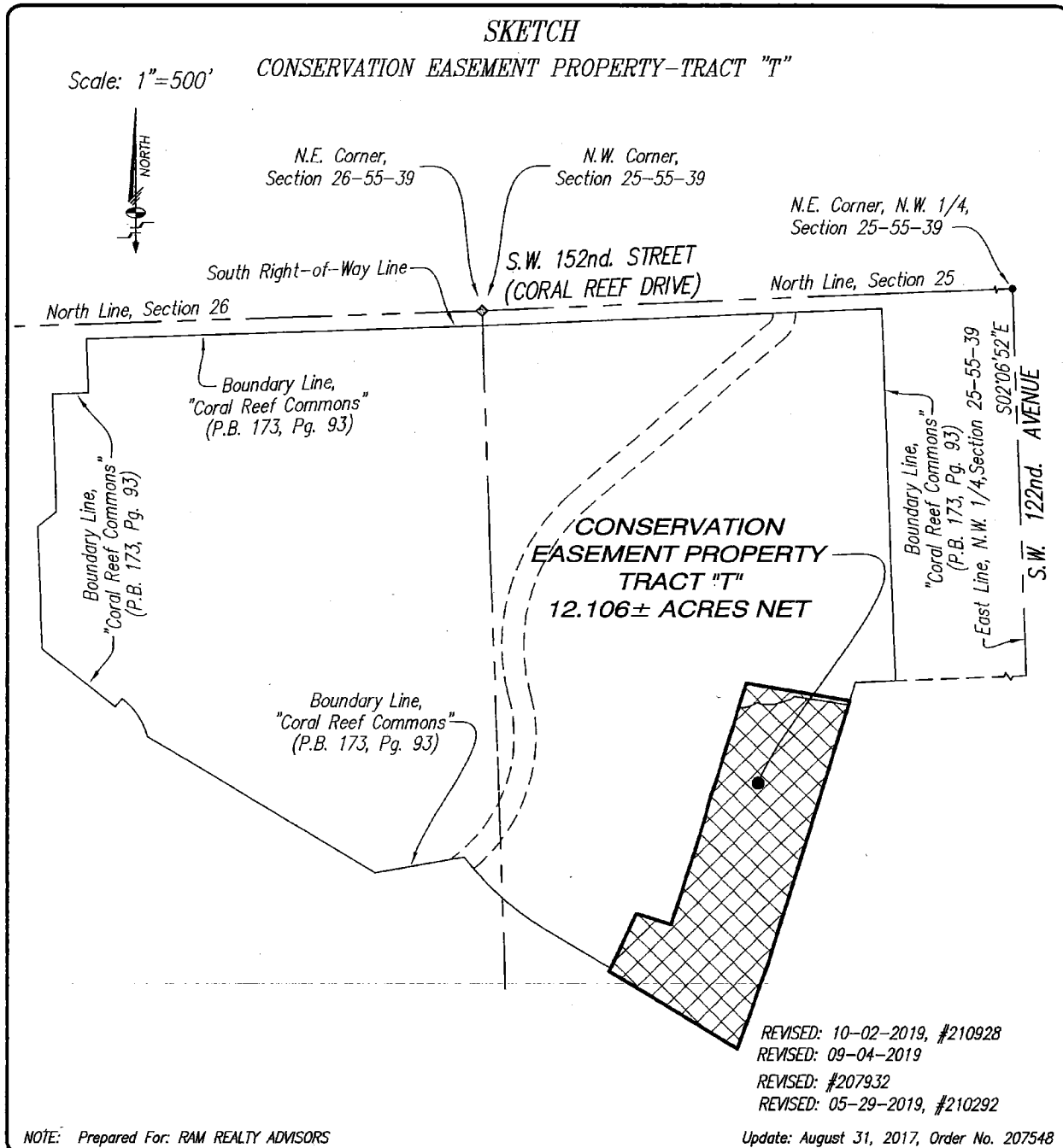
THIS IS NOT A "LAND SURVEY."

ORDER NO.: 201600

DATE: June 17, 2013

SHEET 2 OF 2 SHEET(S)

F.B.: N.A.



## Schwebke-Shiskin & Associates, Inc.

(LB-87)

LAND SURVEYORS • ENGINEERS • LAND PLANNERS  
 3240 CORPORATE WAY, MIRAMAR, FLORIDA 33025

TEL: BROWARD: (954) 435-7010 FAX: (954) 438-3288

THIS IS NOT A "LAND SURVEY."

ORDER NO.: 201600

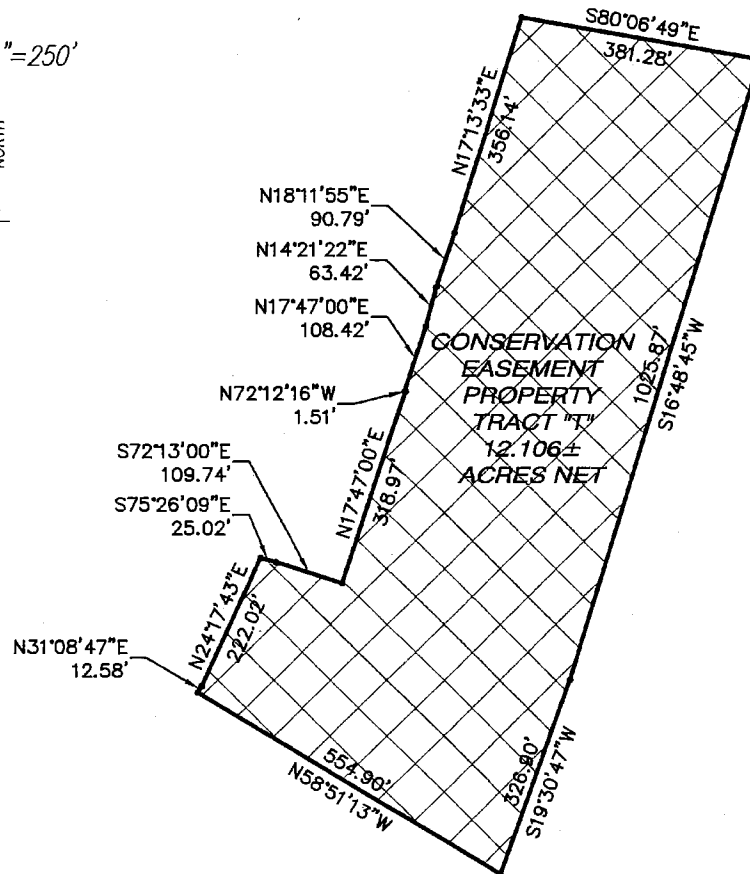
DATE: July 22, 2013

SHEET 1 OF 2 SHEET(S)

F.B.: N.A.

**SKETCH**  
**CONSERVATION EASEMENT PROPERTY-TRACT "T"**

Scale: 1"=250'



LEGAL DESCRIPTION: CONSERVATION EASEMENT PROPERTY (TRACT "T")

Tract "T," "CORAL REEF COMMONS," according to the Plat thereof, as recorded in Plat Book 173 at Page 93, of the Public Records of Miami-Dade County, Florida.

Said Lands Containing 12.106 Net Acres, more or less.

REVISED: 10-02-2019, #210928

REVISED: 09-04-2019

REVISED: #207932

REVISED: 05-29-2019, #210292

NOTE: Prepared For: RAM REALTY ADVISORS

Update: August 31, 2017, Order No. 207548

**Schwebke - Shiskin & Associates, Inc.**

LAND SURVEYORS • ENGINEERS • LAND PLANNERS

3240 CORPORATE WAY, MIRAMAR, FLORIDA 33025

TEL: BROWARD: (954) 435-7010 FAX: (954) 438-3288

(LB-87)



THIS IS NOT A "LAND SURVEY."

ORDER NO.: 201600

DATE: July 22, 2013

SHEET 2 OF 2 SHEET(S)

F.B.: N.A.